



Amendment No. 3
to
Contract No. S060308
for
Creadmore Tower Lease
between
Vertical Bridge S3 Assets, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 1, 2019 through April 30, 2024. One option will remain.
- 2.0 The total contract amount is increased by \$90,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/01/2004 – 04/30/2019	\$200,000.00	\$200,000.00
Amendment No. 1: Modification to Approval Authority 06/13/2011	\$0.00	\$200,000.00
Amendment No. 2: Vendor Change 05/14/2018	\$0.00	\$200,000.00
Amendment No. 3: Option 1 – Extension 05/01/2019 – 04/30/2024	\$90,000.00	\$290,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____

Printed Name: Alexander L. Gellman
Authorized Representative **CEO**

Vertical Bridge S3 Assets, LLC
750 Park of Commerce Drive
Boca Raton, Florida 33487
(561) 406-4060
irivera@verticalbridge.com

Sign/Date: _____

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

TX-5376 # 8012



Amendment No. 2
to
Contract No. S060308
for
Creadmore Tower Lease
Between
Vertical Bridge Towers II, LLC
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Vertical Bridge Towers II, LLC	Vertical Bridge S3 Assets, LLC
Vendor Code	V00000949618	V00000953714
FEIN	██████████	██████████

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

Sandy Brandt
Interim Procurement Supervisor
City of Austin, Purchasing Office

5/14/18

Date

DESCRIPTION	ACTION	TERM	AMOUNT
15-Year Lease Agreement	Year 1 Lease Fee	05/01/04-04/30/05	\$10,584.00
	Year 2 Lease Fee	05/01/05-04/30/06	\$10,864.44
	Year 3 Lease Fee	05/01/06-04/30/07	\$11,190.37
	Year 4 Lease Fee	05/01/07-04/30/08	\$11,526.08
	Year 5 Lease Fee	05/01/08-04/30/09	\$11,871.86
	Year 6 Lease Fee	05/01/09-04/30/10	\$12,228.02
	Year 7 Lease Fee	05/01/10-04/30/11	\$12,594.86
Amendment No. 1	Year 8 Lease Fee	05/01/11-04/30/12	\$12,972.71*
	Year 9 Lease Fee	05/01/12-04/30/13	\$13,361.89*
	Year 10 Lease Fee	05/01/13-04/30/14	\$13,762.74*
	Year 11 Lease Fee	05/01/14-04/30/15	\$14,175.63*
	Year 12 Lease Fee	05/01/15-04/30/16	\$14,600.89*
	Year 13 Lease Fee	05/01/16-04/30/17	\$15,038.92*
	Year 14 Lease Fee	05/01/17-04/30/18	\$15,490.09*
	Year 15 Lease Fee	05/01/18-04/30/19	\$15,954.79*
Extension Option 1		05/01/19-04/30/24	\$90,000.00
Extension Option 2		05/01/24-04/30/29	\$105,000.00

Annual fee for Year 8 through Year 15 have been indicated with an asterisk (*) and have been estimated using a 3% multiplier in each successive year. Actual fee will be invoiced by LCRA.



INVOICE

Invoice: TWER0003036
 Invoice Date: 04/05/2010
 Page: 1 of 1

Please Remit To:

Lower Colorado River Authority
 P.O. Box 200870
 Houston TX 77216-0870

Customer No: 003105
 Payment Terms: Net 30
 Due Date: 05/05/2010

Austin, City Of
 Attn: Barbara P. Kennedy
 Wireless Communications Services
 1006 Smith Road
 Austin TX 78721
 United States

Original

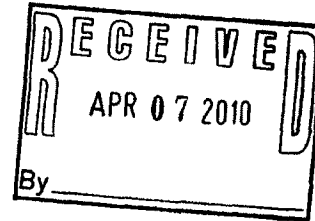
Line	Description	Quantity	UOM	Msg	Unit Amt	Net Amount
1	SITE: CREEDMOOR	1.00	YR		12,594.86	12,594.86

Subtotal: 12,594.86

AMOUNT DUE: 12,594.86 USD

THIS BILLING PERIOD IS FROM MAY 2010
 THROUGH APRIL 2011.

If you have any questions regarding this invoice, please contact Pat Bandy
 at 1-800-776-5272 ext 6409 . In Austin 512-356-6409.



12,594.51
 + \$35
 \$48,220.83

5060308



INVOICE

Invoice: TWER0002677
 Invoice Date: 04/06/2009
 Page: 1 of 1

Please Remit To:
 Lower Colorado River Authority
 P.O. Box 200870
 Houston TX 77216-0870

Customer No: 003105
 Payment Terms: Net 30
 Due Date: 05/06/2009

Austin, City Of
 Attn: Mike Simpson
 Wireless Communications Services
 1006 Smith Road
 Austin TX 78721
 United States

Original

Line	Description	Quantity	UOM	Msg	Unit Amt	Net Amount
1	SITE: CREEDMOOR	1.00	YR		12,228.02	12,228.02

Subtotal: 12,228.02

AMOUNT DUE: 12,228.02 USD

FOR ANY BILLING QUESTIONS, PLEASE CONTACT
 PAT BANDY @ 512-356-6409.
 BILLING PERIOD:
 MAY 2009 THROUGH APRIL 2010

*year = '6th
 May 6, 2009 - April 30, 2010*



INVOICE

Invoice:
Invoice Date:
Page:

TWER0001990
May 04, 2007
1 of 1

Please Remit To:
Lower Colorado River Authority
P.O. Box 200870
Houston TX 77216-0870
United States

Customer No: 003105
Payment Terms: Net 30
Due Date: June 03, 2007

AMOUNT DUE: 11,526.08 USD

Austin, City Of
Attn: Mike Simpson
Wireless Communications Services
1006 Smith Road
Austin TX 78721
United States

Amount Remitted

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Creedmoor including 3% annual increase for May 2007 - April 2008	1.00	YR	11,526.08	11,526.08

Subtotal: 11,526.08

AMOUNT DUE: 11,526.08 USD

Past due invoices will be assessed late payment penalties at the rate of 1% compounded monthly, or 12% per annum.

If you have any questions, please contact Sara Orth @ 800-776-5272, ext. 6409 or (512) 356-6402.



INVOICE

Invoice:
Invoice Date:
Page:

TWER0001990
May 04, 2007
1 of 1

Please Remit To:
Lower Colorado River Authority
P.O. Box 200870
Houston TX 77216-0870
United States

Customer No: 003105
Payment Terms: Net 30
Due Date: June 03, 2007

AMOUNT DUE: 11,526.08 USD

Austin, City Of
Attn: Mike Simpson
Wireless Communications Services
1006 Smith Road
Austin TX 78721
United States

Amount Remitted

Line	Description	Quantity	UOM	Unit Amt	Net Amount
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1	Creedmoor including 3% annual increase for May 2007 - April 2008	1.00	YR	11,526.08	11,526.08
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Subtotal: 11,526.08

AMOUNT DUE: 11,526.08 USD

Past due invoices will be assessed late payment penalties at the rate of 1% compounded monthly, or 12% per annum.

If you have any questions, please contact Sara Orth @ 800-776-5272, ext. 6409 or (512) 356-6402.

**Lower Colorado River Authority
Communications Facilities
Site License Agreement**

Mike:
Copy For your
Files. 12-

The Lower Colorado River Authority hereby grants a license, as of the Site License Date written below, to the named Licensee to install, operate, maintain and remove communications equipment at the named Site, under the conditions specified below and in accordance with the applicable General Terms and Conditions of the Communications Facilities License Agreement dated January 9, 2004.

Licensee: City of Austin, acting through the Travis County Radio Coalition

LCRA Site Name: Creedmoor

Licensee Site Name and/or Number:

Site Owner: Lower Colorado River Authority

Tower Owner: Lower Colorado River Authority

Monthly License Fee for 3 antennas and amplifier. \$ 711.50/mo.

Monthly License Fee for 184 sq ft of ground space. \$ 168.00/mo.

Reserve Generator Capacity - \$ N/A /mo.

Total Monthly License Fee: \$ 879.00/mo.

Total Annual License Fee: \$ 10584.00/yr

Annual Fee Escalation: 3%

Site License Date: 05/01/04

Commencement Date: 05/01/04

Primary Term Expiration Date: 04/30/09

Renewal Terms of Site License

#1: 5 year renewal term Annual Fee Escalator 3 %

#2: 5 year renewal term Annual Fee Escalator 3 %

#3: 5 year renewal term Annual Fee Escalator 3 %

Special Conditions of Site License: The Total Monthly License Fee shall be due and payable each and every month beginning on the Commencement Date. LCRA will invoice Licensee approximately one month before the fees become due.

**Lower Colorado River Authority
Communications Facilities
Site License Agreement**

Licensee's Address for Notices:

City of Austin
Regional Radio System
P.O. BOX 1088
Austin, TX 78767

List contacts for billing, site maintenance and emergencies:

Mike Simpson
mike.simpson@ci.austin.tx.us
512-927.3209

OR

Regional Radio System On-Call Technical
512-9273200

Fax: 512-927.3222

List name and phone numbers of person(s) visiting site

Mike Pena
Gary Allen
David Farries
927.3200

Robert Turner
974.3046

**Lower Colorado River Authority
Communications Facilities
Site License Agreement**

EXHIBIT B
EQUIPMENT LIST

SITE NAME: Creedmoor

Licensee shall install the following equipment at the Site:

Antennas & Cabling:

- 1) 96" Solid Microwave Dish with Radome mounted at the 90 ft level using Elliptical Waveguide.
- 2) Celwave BMR12-AB1 mounted the 275 ft level of the tower using 7/8" heliax.
- 3) Celwave BMR12-AB1 mounted the 285 ft level of the tower using 7/8" heliax.
- 4) Tower top DDF-1002A amplifier mounted at 285 ft level of the tower using 1 1/4" heliax.

Electronics:

Electronics will be located in Licensee building.

Equipment House (specify whether joint occupancy of LCRA house or Licensee-built house):

Licensee's building will occupy a 12 x 12 ft area inside of the compound.

Related Appurtenances:

Licensee's generator and fuel tank will occupy a 7.5 x 4.5 ft area inside the compound.

Signatures (needed only when Exhibit A is modified):

Licensee: _____ Date: _____

LCRA: _____ Date: _____

Rev. Date: _____

**Lower Colorado River Authority
Communications Facilities
Site License Agreement**

EXHIBIT C
FEES & OTHER CONSIDERATION

SITE NAME:

- A. Antenna and Rack Space (See Page 1)
- B. Direct cost for LCRA services that may be required**
 - 1. Labor – Regular Time (Scheduled) 7:00am – 3:30pm
Next day/24 hour response time \$ 65.00/hr
 - 2. Labor – Overtime (Unscheduled) Same Day Response \$ 90.00/hr
 - 3. Call Out (Emergency) Two Hour Response \$110.00/hr.
 - 4. Mileage – No labor charges during travel \$.90/mile

** LCRA shall invoice Licensee for these services at LCRA's standard service rates currently in effect at the time the services are performed.

In addition to the above fees, swaps and consideration, Licensee agrees to reimburse LCRA for specific services LCRA performs for Licensee, as described under Fees, Charges & Reimbursements.

Special Conditions:

Licensee agrees to a one-time fee of \$4,000, due and payable on the execution of this Site License, for LCRA to remove the waveguide and antennas for the Creedmoor to Lytton Springs microwave system which are no longer in use and to remove the decommissioned UHF radio equipment.

Signatures (needed only when Exhibit A is modified):

Licensee: _____ Date: _____

LCRA: _____ Date: _____

Rev. Date: _____

Lower Colorado River Authority
Communications Facilities
Site License Agreement

LICENSEE:

By (Print Name): ~~Robert Turner~~ Peter Collins

Signature: [Handwritten Signature] Date: 5/27/2004 *J*

Title: ~~Project Manger - Regional Radio System~~
Chief Information officer, city of Austin

LOWER COLORADO RIVER AUTHORITY:

By (Print Name): Christopher Kennedy

Signature: [Handwritten Signature] Date: 5/6/04

Title: Executive Mgr., Corporate Services
Chief Information Officer



PURCHASING OFFICE
CITY OF AUSTIN

REQUEST FOR SOLE SOURCE PROCUREMENT

DATE: 05/09/2007

TO: Purchasing Officer or Designee

FROM: Mike Simpson, FASD/CTM-Wireless

NAME: Barbara McConnell

PHONE: 512-927-3209

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. **Regional Radio System "Creedmoor" tower lease agreement with the Lower Colorado River Authority for \$11,526.08. The period of this lease is from May 2007 to April 2008.**

The COA FASD-CTMWireless Communication Services Division (for the Regional Radio System partners) has a radio system installed on the LCRA "Creedmoor" tower and needs to pay for its tower lease for another 12-months.

3. Definition of Sole Source Procurement Condition (use one or more items). This procurement is necessary because:
 - A. There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork.

Detail Explanation:

- B. The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation.

Detail Explanation:

The tower location had to be situated in a particular geographical region of southeast Travis County, and the Regional Radio System Project Office management advised that the radio tower owned by the LCRA was the only available tower that met the mandatory criteria.

- C. The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier.

Detail Explanation:

4. Vendor Contacted: A reasonable effort was made to obtain goods/services from MBEs/WBEs and other sources. The following vendors were contacted:

	Vendor Name Person Contacted / Telephone Number	Indicate MBE/WBE or Non MBE/WBE
A.	_____	_____
B.	_____	_____
C.	_____	_____

5. If MBEs/WBEs were not contacted and/or not awarded the contract, state reasons.

6. I certify that a Sole Source Procurement exists and that the above efforts were undertaken in obtaining goods/services from other vendors including MBEs/WBEs for a purchase of \$500 or more. (Sections 4 and 5 must be completed) Forward to the Purchasing Office.

Mike Simpson	FASD-CTM/Wireless	<i>Mike Simpson</i>	05/09/2007
_____	_____	_____	_____
Wireless Communication Services Manager	Department	Signature	Date

Purchasing Office:	
<input checked="" type="checkbox"/> Concur	<input type="checkbox"/> Do Not Concur

<u>Barbara McConnell</u>	<u>5/16/07</u>
Purchasing Officer or Designee	Date



INVOICE

Invoice:
Invoice Date:
Page:

TWER0001640
May 05, 2006
1 of 1

Please Remit To:
Lower Colorado River Authority
P.O. Box 200870
Houston TX 77216-0870
United States

Customer No: 003105
Payment Terms: Net 30
Due Date: June 04, 2006

AMOUNT DUE: 11,190.37 USD

Austin, City Of
Attn: Mike Simpson
Wireless Communications Services
1006 Smith Road
Austin TX 78721
United States

RETURN INVOICE WITH REMITTANCE

Amount Remitted

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Creedmoor including 3% annual increase for May 2006 - April 2007	1.00	YR	11,190.37	11,190.37

Subtotal: 11,190.37

AMOUNT DUE: 11,190.37 USD

Past due invoices will be assessed late payment penalties at the rate of 1% compounded monthly, or 12% per annum.

If you have any questions, please contact Sara Orth @ 800-776-5272, ext. 6409 or (512) 356-6402.

PURCHASING OFFICE
CITY OF AUSTIN

REQUEST FOR SOLE SOURCE PROCUREMENT

TO: Purchasing Officer or Designee

FROM: Mike Simpson, FASD-CTM/Wireless Communication
Services Manager. Phone: 927-3209

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. **Regional Radio System "Creedmoor" tower lease agreement with the Lower Colorado River Authority for \$11,190.37. The period of this lease is from May 2006 to April 2007.**

The tower location had to be situated in a particular geographical region of southeast Travis County, and the Regional Radio System Project Office management has advised that the radio tower owned by LCRA was the only available tower that met the mandatory criteria.

3. Definition of Sole Source Procurement Condition (check one or more items). This procurement is necessary because:
 - A. the compatibility of equipment, accessories, or replacement parts is the paramount consideration.
 - B. a public utility service is to be procured.
 - C. competition is precluded because of the existence of patents, copyrights, secret processes, or natural monopolies; purchase of films, manuscripts, or books; purchases of electric power, gas, water, and other utility services, and the purchase of captive replacement parts or components for equipment.
4. Summary of Sole Source Procurement Condition:

The COA FASD-CTM/Wireless Communication Services Division (for the Regional Radio System partners) has a radio system installed on the LCRA "Creedmoor" tower, and needs to pay for its tower lease for another 12-months.

SOLE SOURCE

5. Check only one of the following:

I certify that a Sole Source Procurement exists for a purchase of \$5,000 or more. Please forward this request to the Purchasing Office.

I certify that a Sole Source Procurement exists and that the following efforts were undertaken in obtaining goods/services from MBE/WBE for a purchase under \$5,000. Please continue to sections 6 and 7. Forward to the Purchasing Office.

Mike Simpson
Wireless
Communication
Services Manager

FASD-CTM/Wireless
Department

Mike Simpson
Signature

5/22/06
Date

6. Solicitations:

	Vendor Name Person Contacted / Telephone Number	Indicate M/WBE or Non-Minority	Total Bid Amount
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

7. A reasonable effort was made to obtain goods/services from MBEs/WBEs (if MBEs/WBEs were not contacted and/or not awarded the contract, state reasons).

Please remove these instructions and replace with your statement of efforts. This box will automatically size to fit your entry, and your information will be automatically bold-faced and underlined.

Purchasing Office:

Concur Do Not Concur

[Signature] 8/4/06

Reviewed M. Swann 8/4/2006

Lower Colorado River Authority
Communications Facilities
Site License Agreement

Mike:
Copy For your
Files. 12

The Lower Colorado River Authority hereby grants a license, as of the Site License Date written below, to the named Licensee to install, operate, maintain and remove communications equipment at the named Site, under the conditions specified below and in accordance with the applicable General Terms and Conditions of the Communications Facilities License Agreement dated January 9, 2004.

Licensee: City of Austin, acting through the Travis County Radio Coalition

LCRA Site Name: Creedmoor

Licensee Site Name and/or Number:

Site Owner: Lower Colorado River Authority

Tower Owner: Lower Colorado River Authority

Monthly License Fee for 3 antennas and amplifier. \$ 711.50/mo.

Monthly License Fee for 184 sq ft of ground space. \$ 168.00/mo.

Reserve Generator Capacity - \$ N/A /mo.

Total Monthly License Fee: \$ 879.00/mo.

Total Annual License Fee: \$ 10584.00/yr ✓

Annual Fee Escalation: 3%

Site License Date: 05/01/04

Commencement Date: 05/01/04

Primary Term Expiration Date: 04/30/09

Renewal Terms of Site License

- #1: 5 year renewal term Annual Fee Escalator 3 %
- #2: 5 year renewal term Annual Fee Escalator 3 %
- #3: 5 year renewal term Annual Fee Escalator 3 %

Special Conditions of Site License: The Total Monthly License Fee shall be due and payable each and every month beginning on the Commencement Date. LCRA will invoice Licensee approximately one month before the fees become due.

S
T
A
T
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M
T

**Lower Colorado River Authority
Communications Facilities
Site License Agreement**

Licensee's Address for Notices:

City of Austin
Regional Radio System
P.O. BOX 1088
Austin, TX 78767

List contacts for billing, site maintenance and emergencies:

Mike Simpson
mike.simpson@ci.austin.tx.us
512-927.3209

OR

Regional Radio System On-Call Technical
512-9273200

Fax: 512-927.3222

List name and phone numbers of person(s) visiting site

Mike Pena
Gary Allen
David Farries
927.3200

Robert Turner
974.3046

**Lower Colorado River Authority
Communications Facilities
Site License Agreement**

EXHIBIT B
EQUIPMENT LIST

SITE NAME: Creedmoor

Licensee shall install the following equipment at the Site:

Antennas & Cabling:

- 1) 96" Solid Microwave Dish with Radome mounted at the 90 ft level using Eliptical Waveguide.
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- 3) Celwave BMR12-AB1 mounted the 285 ft level of the tower using 7/8" heliax.
- 4) Tower top DDF-1002A amplifier mounted at 285 ft level of the tower using 1 1/4" heliax.

Electronics:

Electronics will be located in Licensee building.

Equipment House (specify whether joint occupancy of LCRA house or Licensee-built house):

Licensee's building will occupy a 12 x 12 ft area inside of the compound.

Related Appurtenances:

Licensee's generator and fuel tank will occupy a 7.5 x 4.5 ft area inside the compound.

Signatures (needed only when Exhibit A is modified):

Licensee: _____ Date: _____

LCRA: _____ Date: _____

Rev. Date: _____

Lower Colorado River Authority
Communications Facilities
Site License Agreement

EXHIBIT C
FEES & OTHER CONSIDERATION

SITE NAME:

- A. Antenna and Rack Space (See Page 1)
- B. Direct cost for LCRA services that may be required**
 - 1. Labor – Regular Time (Scheduled) 7:00am – 3:30pm
Next day/24 hour response time \$ 65.00/hr
 - 2. Labor – Overtime (Unscheduled) Same Day Response \$ 90.00/hr
 - 3. Call Out (Emergency) Two Hour Response \$110.00/hr.
 - 4. Mileage – No labor charges during travel \$.90/mile

** LCRA shall invoice Licensee for these services at LCRA's standard service rates currently in effect at the time the services are performed.

In addition to the above fees, swaps and consideration, Licensee agrees to reimburse LCRA for specific services LCRA performs for Licensee, as described under Fees, Charges & Reimbursements.

Special Conditions:

Licensee agrees to a one-time fee of \$4,000, due and payable on the execution of this Site License, for LCRA to remove the waveguide and antennas for the Creedmoor to Lytton Springs microwave system which are no longer in use and to remove the decommissioned UHF radio equipment.

Signatures (needed only when Exhibit A is modified):

Licensee: _____ Date: _____

LCRA: _____ Date: _____

Rev. Date: _____

Lower Colorado River Authority
Communications Facilities
Site License Agreement

LICENSEE:

By (Print Name): ~~Robert Turner~~ Peter Collins

Signature: [Handwritten Signature] Date: 5/27/2004

Title: ~~Project Manger - Regional Radio System~~
chief information officer, City of Austin

LOWER COLORADO RIVER AUTHORITY:

By (Print Name): Christopher Kennedy

Signature: [Handwritten Signature] Date: 5/6/04

Title: Executive Mgr., Corporate Services
Chief Information Officer





INVOICE

Invoice:
Invoice Date:
Page:

TWER0001640
May 05, 2006
1 of 1

Please Remit To:
Lower Colorado River Authority
P.O. Box 200870
Houston TX 77216-0870
United States

Customer No: 003105
Payment Terms: Net 30
Due Date: June 04, 2006

AMOUNT DUE: 11,190.37 USD

Austin, City Of
Attn: Mike Simpson
Wireless Communications Services
1006 Smith Road
Austin TX 78721
United States

RETURN INVOICE WITH REMITTANCE

Amount Remitted

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Creedmoor including 3% annual increase for May 2006 - April 2007	1.00	YR	11,190.37	11,190.37

Subtotal: 11,190.37

AMOUNT DUE: 11,190.37 USD

Past due invoices will be assessed late payment penalties at the rate of 1% compounded monthly, or 12% per annum.

If you have any questions, please contact Sara Orth @ 800-776-5272, ext. 6409 or (512) 356-6402.

Last year's payment 10,864.44
with 3% escalation 11,190.37

Lower Colorado River Authority
COMMUNICATIONS FACILITIES
CO-LOCATION LICENSE AGREEMENT
GENERAL TERMS & CONDITIONS

Rev. January 9, 2004

These General Terms and Conditions accompany the Communications Facilities Co-Location Site Licenses between the Lower Colorado River Authority (LCRA) and the CITY OF AUSTIN, TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT, CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, UNIVERSITY OF TEXAS AT AUSTIN, TEXAS LEGISLATIVE COUNCIL, AND THE TEXAS HOUSE OF REPRESENTATIVES, being the parties to a 800 MHZ Trunked Voice Radio System Implementation Interlocal Agreement (the "Interlocal Agreement"), acting by and through their duly designated program manager, the CITY OF AUSTIN, a home rule Texas municipality (Licensee). The General Terms and Conditions are revised from time to time, each revision being identified by its date of revision. The appropriate revision date shall be specified on each Site License and the appropriate revision of the General Terms and Conditions shall be incorporated for all purposes into each Site License.

RECITALS

Whereas, LCRA owns and operates an electric generation and transmission system in the central Texas region, which system includes real property owned by or leased to LCRA;

Whereas, such real property includes sites on which communications facilities and communications towers have been installed for LCRA's use;

Whereas, LCRA believes it is in the interest of its customers and the public to license surplus space to outside entities until such space is needed for LCRA use; and

Whereas, Licensee desires to install its antennas on LCRA's communications towers, install its equipment in existing communications houses, occupy ground space, install related wiring and conduits, receive and transmit information and communications at these sites;

Now, therefore, in consideration of the mutual benefits of this Agreement, the Parties agree as follows:

DEFINITIONS

LICENSEE – CITY OF AUSTIN, TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT, CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, UNIVERSITY OF TEXAS AT AUSTIN, TEXAS LEGISLATIVE COUNCIL, AND THE TEXAS HOUSE OF REPRESENTATIVES, being the parties to a 800 MHZ Trunked Voice Radio System Implementation Interlocal Agreement (the "Interlocal Agreement"), acting by and through their duly designated project manager, the CITY OF AUSTIN, a home rule Texas municipality.

acting by and through their duly designated project manager, the CITY OF AUSTIN, a home rule Texas municipality.

LCRA - The Lower Colorado River Authority, a conservation and reclamation district created by the Legislature of the State of Texas.

PARTY or PARTIES - either Licensee or LCRA or both collectively.

AGREEMENT - The totality of the agreement and understanding of the Parties as to a particular Communications Site, as evidenced by the Contract Documents.

CONTRACT DOCUMENTS - An executed Communications Facilities Co-Location License with accompanying documentation, and the appropriate revision of the General Terms and Conditions.

SITE - A particular communications installation as defined by LCRA and shown on LCRA communications maps with reference numbers; LCRA reserves the right to re-define and re-name various Sites without invalidating any previous Agreements or Licenses.

SITE LICENSE - The form on which the particular information and special conditions unique to each Site are specified, which is executed by both Parties.

PREMISES - The lands and rights of way, communications towers, transmission support structures and substations, communications houses, and other facilities controlled and owned by or under lease to LCRA.

FEES; REIMBURSEMENTS; AID-IN-CONSTRUCTION - Payments by Licensee to LCRA for various services as described in Section II of the General Terms and Conditions.

PRIOR LICENSEES; SUBSEQUENT LICENSEES - Other communications licensees sharing a particular Site, as defined in Section V of these General Terms and Conditions.

I. SITE LICENSES

1.0 LICENSE DESCRIPTION. LCRA agrees to grant Licensee nonexclusive Licenses to install, operate and maintain Licensee's communications equipment at certain of LCRA's communications Sites, communications towers and communications houses at locations (the Sites) more particularly described in the individual Site Licenses in consideration for the License Fees and other payments and in accordance with these General Terms and Conditions. LCRA reserves the right to license capacity and space to several licensees at the same Sites, contingent on technical feasibility,

space availability and LCRA business needs, and subject to the Interference provisions of this Agreement.

1.1 GOVERNMENT AUTHORIZATIONS. LCRA will obtain and pay for the permits and other governmental authorizations required for LCRA to establish the communication Sites for LCRA's use. Licensee shall be responsible for obtaining and paying for the permits and other governmental authorizations, including FCC, required for Licensee's occupancy and use of the Site(s) and the installation and operation of its equipment and facilities. Upon request of Licensee, LCRA shall provide copies of governmental authorizations for a Site in a timely manner

1.2 LICENSE REQUIREMENTS AND SCOPE.

(a) Separate Licenses. Each Site shall be licensed separately. Licensee may select Sites from those available and shall make a separate License request for each Site. The information requirements for License requests may be revised from time to time. LCRA shall process the requests in a timely fashion and approve them, provided that the equipment specifications, frequency analysis and other necessary analyses indicate that Licensee's equipment and operations will be compatible with LCRA's operations and those of Prior Licensees, and provided that all business, safety, legal and regulatory requirements can be met. The Site License for a particular Site and these General Terms and Conditions shall constitute the License for Licensee to install and operate its equipment at that Site. If the Parties desire to modify or amplify the General Terms and Conditions for individual Sites, such modifications shall be clearly shown on the Site Licenses or in attached documentation and signed by the authorized representative of each Party.

(b) Antenna and Equipment Specifications. As a precondition for each Site License, Licensee shall provide LCRA with complete specifications and drawings for the proposed installation. Specifications shall include a description of the services to be provided by the equipment including frequencies and modulation methods, copies of valid FCC licenses or other appropriate certificates or permits required to provide the services, the number and types of proposed antennas, the number and sizes of coaxial cables, height from the base of the tower to the center line of each antenna, vertical and horizontal space on the tower to be occupied by each antenna, weights of all equipment, sufficient data to determine wind load, antenna manufacturer's specifications, types and layout of equipment, floor space requirements, and all other necessary data for LCRA to determine technical and structural requirements, compatibility with existing installations and pricing for the proposed installation. LCRA shall provide Licensee with a copy with the results of these technical determinations.

(c) Communications Houses. As part of its License rights for a particular Site, Licensee may install its equipment in LCRA's communications houses if adequate space, proper partitioning, fencing and separate access can be provided. Alternatively,

Licensee may construct an additional communications house for its equipment if ground space is available at the Site. Occupancy of ground space for the construction of additional communications houses or occupancy of space in existing communications houses shall be part of the License Fee calculation for each Site, in accordance with LCRA's standard rates in effect as of the execution date of each License. Licensee shall provide LCRA with specifications for proposed communications houses, including type of structure, location, dimensions, total square footage, height and other necessary information. Licensee shall be responsible for the construction and cost of additional houses, installation of its equipment, and paying all direct and indirect costs of the construction and installation. Title to any permanent structures shall pass to LCRA upon termination of the license for that site. If such house is a temporary shelter, Licensee may continue to own it and remove it upon termination. A shelter shall be considered temporary if it can be readily moved from the Site without damage to the underlying property or any of the equipment or other structures located at the Site. Construction of the house and installation of the equipment shall meet all applicable construction, electrical and safety standards, including LCRA standards. Licensee shall discuss and reach an understanding of these standards with LCRA personnel during the planning and design stages. If requested, LCRA shall provide Licensee with a copy of LCRA standards for Communications Houses.

(d) Utility Services. License Fees shall not include installation or supply of utility services. Licensee shall be responsible for arranging and paying for all utility hookups and services from the local retail providers to accommodate special needs. LCRA shall cooperate with utility providers in providing access for hookups for any special requirements of the Licensee.

(e) Site Access. Licensee shall have nonexclusive ingress and egress rights to the Sites and communications houses at all times for construction, installation, operation, inspection, maintenance, repair, and removal of its equipment. Licensee's ingress and egress to the Sites through LCRA's easements over private property shall be subject to the easement conditions for the specific locations and within the roadways used by LCRA, as these roadways may change from time to time. Licensee's access to each Site and communications house shall be through separate gates and separate doors if possible. If separate gates and doors for Licensee cannot be provided, LCRA shall provide access through its gates and doors and shall provide escorts at Licensee's cost. LCRA shall provide Licensee with copies of easements and easement restrictions.

(f) Equipment Security. LCRA shall not provide security for Licensee's equipment and shall not be liable for burglary, vandalism, losses or damage, irrespective of the circumstances. Licensee may take advantage of the Site fencing and existing protections, if any; however, any other measures Licensee finds necessary shall be furnished and paid for by Licensee.

(g) Modifications to Existing Facilities. Any modifications to the Sites, towers or communications houses, including additional painting or lighting requirements, including reconfiguration of LCRA's antennas, cabling or other equipment, and including tower analyses, engineering and administrative costs necessary to accommodate Licensee's antennas and equipment shall be performed by LCRA engineers or LCRA's contractors and paid for by Licensee as Reimbursements. The Reimbursements shall be based on LCRA's rates in effect at the time of the work. LCRA shall provide Licensee with an estimate of such Reimbursements and obtain Licensee's approval before proceeding with any work.

(h) Replacement or Additional Equipment. After the initial installations, Licensee shall have the right to repair or replace existing equipment at any time. Licensee shall have the right to install additional equipment and antennas upon reasonable written notice to LCRA, subject to the approvals herein, technical staff coordination, regulatory approvals, increased fees, charges and Reimbursements, and the Interference provisions of this Agreement. Licensee shall have the right to remove any of its equipment or antennas, provided that Licensee's technical staff shall coordinate the work in advance with LCRA's technical staff.

(i) Necessary Outages. Licensee and LCRA acknowledge that occasional outages may be necessary for tower or site maintenance and repairs, during which occupants of the Sites may be required to power down or shut down equipment to facilitate such work. Licensee and LCRA agree to cooperate with each other and with other licensees to schedule and expedite these outages. Neither Party, nor their customers or affiliates, shall have a claim against the other Party for business interruption, loss of revenue or profit or other consequences of these outages. LCRA will furnish notification at least two (2) weeks in advance of regularly scheduled maintenance and as much advanced notification as possible in cases of emergency.

(j) LCRA Approval & Inspection. All equipment and facilities to be installed, modified, added or relocated, including electric power hookups, surge protection and other safety devices for equipment and personnel, shall conform to LCRA standards for construction and operation and shall be subject to LCRA's prior approval and periodic inspection, which shall not be unreasonably withheld or delayed. LCRA will furnish specifications and LCRA standards for construction, safety, and operation to Licensee in advance of installation of Licensee's equipment. LCRA reserves the right to intervene in any work or operations at the Sites if unsafe practices or activities that may jeopardize LCRA's interests are observed. LCRA reserves the right, without liability but with reasonable notice and opportunity to cure, to shut down and remove any installations that have not conformed to the planning, licensing and approval processes of this Agreement.

(k) Sublicensing Prohibited. Unless specified in the Site Licenses or in documentation signed by both Parties, Licensee shall not sublicense any space or rights at the Sites to a third party, grant any right of access or occupancy to a third party

or allow a third party to connect its equipment to the Sites or pass third-party communications signals through the Sites.

(l) Underlying Easements or Leases; Owner Consent. Approval of Licenses for Sites which LCRA occupies under easements or leases from third-party owners or which LCRA owns or leases jointly with other entities are contingent on successful negotiations with the various owners for expansion of easement or lease rights to accommodate Licensee's proposed installations. Licenses for Sites that LCRA occupies under easements or leases are subject to the terms and provisions of the underlying easements or leases and to any pre-existing restrictions, encumbrances or covenants. Notwithstanding anything to the contrary in this Agreement, if a Site License is subject to an underlying easement or lease, the License for that Site issued by LCRA shall automatically terminate upon the termination of LCRA's easement or lease for that Site. LCRA shall furnish copies of easements, owner consent agreements or other documentation pertaining to underlying property rights affecting the Site.

1.3 LCRA'S RIGHT OF RECLAMATION.

Notwithstanding any other provision of this Agreement to the contrary, LCRA shall have the right to reclaim space on its towers or in LCRA-owned communications houses (excluding houses built by Licensee), at the end of the initial term or any renewal term, if needed for LCRA use and without any liability to Licensee, except for equitable refund of prorated License Fees and Aid-in-Construction payments. In such an event, LCRA shall provide Licensee one (1) year's notice. LCRA shall assist Licensee in relocating its equipment to another suitable LCRA Site if available, in which case the License Fee and escalations for the replacement Site shall remain the same as for the reclaimed Site. If a suitable replacement LCRA site cannot be located within six (6) months, LCRA shall refund the prorata part of the License Fee for that Site and the prorata part of any Aid-in-Construction payments for that Site using 15-year straight-line depreciation applied to the time remaining in the License term after the equipment ceases commercial operation. Licensee shall not be subject to reclamation to accommodate other licensees at the Sites.

1.4 SITE LICENSE TERMS.

(a) Initial Terms. The initial License terms for the individual Sites shall, unless otherwise agreed to by the Parties and specified in writing on the Site Licenses or attached documentation, begin on the execution dates of the individual Site Licenses and end on the anniversary dates of the individual Licenses fifteen (15) years later, unless the individual Site Licenses are terminated earlier, in accordance with the terms of this Agreement. Upon agreement of the Parties, the beginning date of a particular Site License term may be postponed if necessary government approvals have not been obtained at the time of Site License execution. This Site License may terminate, upon

90 days notification to LCRA, if Licensee is unable to obtain, maintain frequency or any license, permit, or Governmental Approval necessary to the installation or operation of the Site or of Licensee's business at any time during the term of this contract.

(b) Renewal Terms. Licensee shall have the option to renew any Site License for two successive five (5) year terms, in accordance with the License Fee Escalation provisions herein, provided that Licensee notifies LCRA in writing of its intention to renew 90 days before the initial term of the License expires and further **provided that any individual Site License which exceeds a term of 15 years must be approved or ratified by the LCRA Board of Directors.,**

(c) Variations in Term Lengths. Upon written agreement of the Parties, the initial License terms and optional renewal terms may be shorter than the ones specified above, and may be different for different Site Licenses. The License term specific to each Site shall be shown on the Site License or attached documentation, which documents shall be updated at appropriate times to show term renewals and other special conditions agreed to by the Parties.

(d) Eminent Domain. In the event that LCRA and its licensees should be required to vacate a Site by an entity having eminent domain power, whether through condemnation proceedings or LCRA's voluntary settlement with the entity, Licensee shall have the right to terminate the License for that Site upon settlement or final adjudication of the condemnation matter.

(e) Six-month Deadline. In the event Licensee has not installed and placed in commercial operation substantially all of its equipment and antennas at a particular Site as described in the Site License within six (6) months after the beginning date of the License, subject to a reasonable extension in case of extenuating circumstances made known to LCRA, LCRA shall have the right to terminate the License as to that Site. In such an event, LCRA shall refund fifty (50) percent of any Aid-in-Construction payments Licensee has made for that Site. Other payments for Application Fees, License Fees, Reimbursements, Escort Fees and Additional Property Rights Costs shall not be refunded.

1.6 SPECIAL CONDITIONS FOR CO-LOCATION ON ELECTRIC TRANSMISSION STRUCTURES. The following special conditions shall apply, in addition to the other terms and conditions of this Agreement, to Licenses for communication facilities located at Sites consisting of electric transmission line structures or areas within or adjacent to electric substations. Licensee shall pay all costs and expenses to implement the special conditions.

(a) More Stringent Structural Requirements. Because of the likelihood that mechanical failure of Licensee's equipment would extensively damage transmission equipment and cause an interruption of electric service, the required strength of

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antenna mounts, brackets, cable supports and other hardware shall exceed that of ordinary communications Sites. Towers, monopoles, and other structures erected in or adjacent to electric substations shall be designed, analyzed and constructed according to elevated standards, as determined by LCRA staff. These standards shall be agreed upon by the Parties prior to applications for Licenses at these Sites and shall be specified on the Site License applications as approved by LCRA.

(b) Increased LCRA Supervision. LCRA personnel or LCRA's contractors shall perform all work on electrical transmission structures and in substations. Licensee's personnel or contractors shall install, test, operate, maintain and remove Licensee's equipment from communications houses. LCRA escorts shall be required for safety monitoring during all times that Licensee's personnel or contractors are working in or adjacent to substations or transmission structures.

(c) Electrical Line and Substation Clearances to Install and Maintain Communications Equipment. Clearances, requiring electric lines, buswork and related equipment to be de-energized, shall normally be required for installation, maintenance, repair and removal of Licensee's antenna equipment. Reliability of electric service, meeting electrical demand and personnel safety shall be paramount; clearance times shall be coordinated to accommodate these needs and will usually be scheduled during off-peak times. LCRA shall use its best efforts to expedite the clearances for work on Licensee's equipment. However, because of varying electrical demand, it may not be possible to complete the work on Licensee's equipment within a single clearance or within a single, continuous work session. Licensee shall Reimburse LCRA for the costs of electric system personnel required to implement the electrical clearances. *LCRA shall not be liable to Licensee or its affiliates or customers for any loss of use, revenue or profit in connection with the scheduling of clearances to facilitate installation, maintenance or repair work on Licensee's equipment.*

(d) Communications House Construction. If no LCRA communications house exists at a transmission line or substation Site, Licensee shall construct a house if needed.

(e) Damages to Adjacent Facilities. If Licensee's antennas, monopoles or other equipment are constructed at or adjacent to Sites where any of it could fall into substation buswork or transmission line conductors or bays, Licensee shall be responsible for property damages to any transmission or substation equipment at or adjacent to the Site, regardless of its ownership, resulting from Licensee's towers, monopoles or equipment falling into or contacting transmission lines or substation equipment, regardless of the cause and including damage resulting from a force majeure event such as storms, lightning or high winds.

(f) LCRA's Right of Reclamation for Electric Transmission Purposes. LCRA may have to reclaim space licensed for communications purposes to accommodate needed changes in electric transmission lines. Notwithstanding any other provision of

this Agreement to the contrary, LCRA shall have the right to reclaim space licensed for communication equipment in the event that the space is needed for additions, modifications or removal of electric transmission equipment. In such an event, LCRA shall provide Licensee two (2) years' notice. LCRA shall assist Licensee in relocating its equipment to another suitable LCRA site if available. If a suitable replacement LCRA site cannot be located within one (1) year of notice, LCRA shall refund the prorata part of the License Fee for that Site and the prorata part of any Aid-in-Construction payments for that Site using 15-year straight-line depreciation applied to the time remaining in the License term after the equipment ceases commercial operation. Licensee shall not be subject to reclamation to accommodate other communications licensees at the Sites, but may be subject to reclamation to accommodate additions or modifications required by LCRA electric customers or electric utility companies which jointly own certain transmission structures or substations.

(g) Electrically-induced RF Noise. Licensee shall be responsible for designing and shielding its equipment to function properly in the presence of electric and magnetic fields and other electrically-induced noise and interference normally present in electric utility installations. LCRA shall not be liable for nor shall LCRA be required to eliminate any noise or interference with communications equipment resulting from the operations of electrical equipment or relay and control systems. In the event that Licensee's equipment is unable to function at a particular Site because of present or future interference from electric utility installations, Licensee shall have the right to terminate the Site License and cease paying License Fees for that Site. In such an event, LCRA shall assist Licensee in relocating its equipment to another LCRA Site if available.

II. FEES, CHARGES & REIMBURSEMENTS

2.0 LICENSEE'S PAYMENTS. Licensee shall make the following payments to LCRA at its Accounts Receivable office in Austin, Texas.

(a) Application Fees. Licensee shall pay a non-refundable fee of \$500 with each Site License request to defray LCRA's processing costs.

(b) License Fees. Licensee shall pay LCRA a separate License Fee for each Site in accordance with the License Fee schedule in effect at the time of License execution. License Fees shall be calculated for each Site, taking into account the value of Site access, Licensee's level of communications usage, land usage, use of LCRA communications house space, if any, and other components as listed in LCRA's fee schedules. License Fees shall be completely specified on each Site License. Unless a different Fee payment schedule is agreed to by the Parties and specified in the Site License, License Fees shall be payable in advance payments monthly per Site per year to be arrived at by dividing the annual site lease amount by 12 months, with payments

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of the first months License Fees made within twenty (20) days of execution of each Site License; License Fees for subsequent years shall be due and payable in advance on a monthly schedule, on the anniversary dates of each Site License.

(c) License Fee Escalation. Beginning with the second License year for each Site, the yearly Site License Fee during the initial term of each Site License shall be escalated 3%. LCRA shall invoice Licensee each year with a schedule of monthly amounts due for the escalated Site License Fee. At the beginning of each optional renewal term for individual Site Licenses, each Site License Fee may be adjusted. If LCRA seeks to increase the Site License Fee upon renewal, LCRA shall give Licensee written notice of the proposed fee at least one hundred twenty (120) days prior to the end of the initial, or first renewal term, as applicable. If Licensee, in its sole discretion, determines that the increased fee is unacceptable, Licensee may terminate this Agreement as to the affected Sites upon written notice to LCRA, notwithstanding any previous exercise of its option to extend.

(d) Expanded License Fees. If Licensee intends to expand the scope of its operations or install additional equipment at a particular Site in such a way as to increase the space usage or burden on the facilities, Licensee shall request an expanded Site License. Such License shall be granted if space is available and subject to the Interference provisions and increased License Fees in accordance with rates in effect at the time the expansion request is granted. Expanded fees shall be prorated according to the amount of time remaining in the License year from the time the expansion request is approved, and payable within thirty (30) days of notification of approval. License Fees for the remaining years at an expanded Site shall include the expanded fee and be subject to the escalation provisions above. To facilitate Licensee's planning for additional equipment installations, LCRA shall use its best efforts to notify Licensee of rate increases 6 months in advance of their effective dates.

(e) Reimbursements. In the event that a site license application requires extensive effort to accommodate Licensee's installation, LCRA shall notify Licensee. Licensee shall Reimburse LCRA for its reasonable out-of-pocket costs, expenses, fully burdened employee costs and administrative costs of analyzing, engineering, modifying, reinforcing or increasing the height of towers or modifying Sites, communications houses and fencing to accommodate Licensee's installations if necessary. LCRA shall provide Licensee with an estimate of such Reimbursements and obtain Licensee's approval before proceeding with any work. Licensee shall not be liable for costs or expenses associated with LCRA infrastructure facilities or those of other licensees or other users. Reimbursements shall be invoiced as costs are incurred and shall be due and payable within thirty (30) days after Licensee's receipt of LCRA's invoice.

(f) Aid-in-Construction. If the expected costs of analyses, engineering, modifications or other work on Licensee's behalf will exceed the yearly License Fee at a Site, Licensee and LCRA shall agree in advance on reasonable up-front payments,

progress payments and an invoicing and payment schedule sufficient to cover LCRA's start-up cost and the costs of work in progress. Advances and Aid-in-Construction payments shall be true-up if necessary to reflect the correct charges upon completion of the installation.

(g) Escort Fees. Licensee shall pay LCRA's standard fees for LCRA's employees or contractors to escort Licensee's employees or contractors to the Sites if direct access for Licensee, including separate fencing and communications house partitioning, cannot be provided. Escort fees shall be billed with and subject to the same payment terms as Reimbursements.

(h) Back-up Power Charges. If sufficient capacity exists on LCRA's back-up generators at the various Sites, Licensee may request connection to these generators. Charges for back-up capacity, if applicable, shall be in accordance with LCRA's standard rates and shall be added to License Fees. LCRA shall have the right, upon one (1) year's notice and without liability, to reclaim back-up generator capacity if it should later be needed for LCRA's use.

(i) Costs of Additional Property Rights. If Licensee's proposed installation of communications houses or other equipment requires more space than LCRA owns or will violate or exceed in scope any easements, leases or ingress and egress rights LCRA has obtained from property owners, LCRA shall notify Licensee. In such event, Licensee may either modify its proposed installation and equipment requirements, or request LCRA to seek to obtain additional property rights to accommodate Licensee's installation; the Parties shall agree in advance on what rights are required. Additional property rights, whether in fee simple, lease or easement, shall be negotiated, obtained and owned by LCRA. LCRA shall use its best efforts to obtain additional rights but shall not be liable for a failure of such efforts. LCRA shall not commit to an acquisition of additional rights for Licensee unless LCRA notifies Licensee in writing of the amount and nature of any additional costs, including compensation to the landowner, and obtains Licensee's written instruction to proceed. Licensee shall have the right to terminate the Site License if Licensee, in its sole discretion, determines that the additional costs are excessive. Licensee shall Reimburse LCRA for all costs, expenses and administrative costs required to obtain additional property rights for Licensee's benefit. Licensee shall also Reimburse LCRA for any additional compensation due the property owner for such rights. If these costs will exceed the yearly License Fee at the Site, Licensee and LCRA shall agree in advance on an up-front payment to LCRA sufficient to cover the expected cost, and shall true-up the payments to reflect the correct charges after settlement with the property owner.

2.1 BILLING AND PAYMENT. LCRA shall invoice Licensee approximately one month before the various fees and charges become due. Invoices shall be sent through ordinary U.S. mails and shall be deemed received four (4) days after placement in the mails. Licensee will comply with the Texas Prompt Payment Act when making payments due to LCRA

2.2 TAXES. LCRA and Licensee are both Tax Exempt organizations.

2.3 INSTALLATION, OPERATIONS & MAINTENANCE COSTS. Licensee shall be responsible for the costs of installing, operating and maintaining its own equipment, including antennas and cabling. LCRA shall be responsible for the costs of installing, operating and maintaining the towers, LCRA-owned communications houses (including maintenance of houses built by Licensee and owned by LCRA) and the Site property.

LCRA acknowledges that it is aware of its obligations under Section 303 of the Communications Act of 1934 (47 U.S.C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). LCRA further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

LCRA further acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). LCRA shall indemnify and hold harmless Licensee from any fines or other liabilities caused by LCRA's failure to comply with such requirements. Further, should Licensee be cited by either the FCC or FAA because the site is not in compliance with such marking and lighting requirements within the time frame allowed by the citing agency, Licensee may terminate this License immediately upon notice to the LCRA.

Upon request, LCRA shall provide Licensee with copies of maintenance logs and period inspection documentation.

III. CONSTRUCTION & EQUIPMENT INSTALLATION

3.0 PLANNING AND SITE ACCESS. Licensee and LCRA shall cooperate and coordinate in the planning, Site access and other needs to implement this Agreement. Because most of the Sites are located within LCRA's electric or water service areas and because work at these Sites will be associated in the minds of the public with LCRA, Licensees and their personnel shall take care to avoid unnecessary noise, disruption, interference with livestock or trespass on lands not under easement to LCRA.

3.1 TOWER ANALYSES AND REQUIRED MODIFICATIONS. As part of the processing of Licensee's applications, LCRA shall perform, at Licensee's expense, structural analyses for each tower through its own engineering departments or through qualified and experienced engineering firms prior to the approval of Licensee's application. All structural modifications, reinforcements or additions to the tower or communications houses shall upon their completion become the property of LCRA. The initial structural analysis for each tower is included in the site application fee for the applicable Site.

3.2 ENGINEERING DESIGNS; COORDINATION. Designs for installations shall be performed by an engineer competent in the appropriate specialty and registered in the State of Texas. Construction work shall be overseen by an engineer registered in the State of Texas. Licensee's technical staff, engineers and contractors shall coordinate plans, designs and construction work with LCRA's technical staff to ensure that the design and construction work will be performed in a safe, orderly and expeditious manner.

3.3 TOWER WORK & INSTALLATIONS. All work performed by Licensee or Licensee's contractors on the towers, including modifications, reinforcements, installation, and removal of Licensee's antennas, coaxial cable and hardware attached to the towers and cable trays in contact with the towers, shall be approved by LCRA. If a LCRA On-site inspector is required by LCRA to monitor the tower work, Licensee shall reimburse LCRA for the cost of an LCRA on-site inspector. Licensee shall reimburse LCRA for all costs of tower modifications, installation, or removal of Licensee's tower equipment performed by LCRA in accordance with the provisions of Section II. FEES, CHARGES & REIMBURSEMENTS.

3.4 LICENSEE TO PERFORM ELECTRONICS WORK. Licensee shall be responsible for procuring, installing, testing and maintaining its electronic equipment in the communications house, connecting it to the cables leading to the tower, and AC power circuits to supply the equipment.

3.5 LICENSEE'S RIGHT TO CONTRACT OR SUBCONTRACT. Licensee shall have the right to contract or subcontract engineering design, communications house construction work, and the installation, testing, operations and maintenance of Licensee's electronics inside the communications house. Before starting any work at the Sites, Licensee's contractors and subcontractors shall be required to sign an indemnity agreement protecting LCRA and to show evidence of adequate liability insurance in accordance with Section IX INSURANCE.

3.6 CONTRACTOR SELECTION. Licensee shall require all contractors and subcontractors to coordinate and cooperate with LCRA staff for Site access, scheduling, construction, installation and maintenance. Licensee shall Reimburse LCRA for the costs of such coordination in accordance with the provisions of Section II. FEES, CHARGES & REIMBURSEMENTS.

3.7 SITE CLEANUP. Licensee shall ensure that its crews, contractors and subcontractors keep the Sites clean and properly dispose of debris resulting from their work. If debris is allowed to accumulate or is disposed of improperly, LCRA shall have the right to remove it and charge Licensee for the costs four weeks after written notification to Licensee that debris removal is needed.

3.8 EQUIPMENT REMOVAL. Upon expiration or termination of the License, Licensee shall at its expense and within a reasonable time remove its equipment and restore the Site to its original condition, except for tower modifications and communications houses which shall remain, and except for reasonable wear and tear. LCRA shall remove Licensee's antennas, cable and hardware from the towers and charge Licensee for this work in accordance with LCRA's standard rates then in effect. With LCRA's prior consent and on-site monitoring, Licensee may use its own contractors for the removal.

IV. REPRESENTATIONS

4.0 LICENSEE'S REPRESENTATIONS.

(a) Licensee is a consortium of various Texas State and local governmental entities who are parties to the Interlocal Agreement, acting through their designated project manager, the City of Austin.

(b) The execution, delivery and performance by Licensee of this Agreement does not conflict with any law, regulation, order, contract or instrument to which Licensee is subject or by which Licensee is bound.

(c) Licensee represents that the equipment, software, communication signals and information content that Licensee will use in connection with Licenses approved under this Agreement do not and will not infringe on any patent, trademark or copyright.

(d) All technical and regulatory information provided with Site License applications shall be accurate and complete.

(e) Licensee has inspected the Sites and towers, understands the location and nature of the premises and is satisfied as to the condition of the premises for the uses it contemplates. Licensee accepts the premises in their present condition, as is and where is. Licensee makes no representation as to the presence or absence of latent defects.

(f) Licensee shall use its best, commercially reasonable, efforts to apprise its customers, affiliates and other interested parties of the terms and conditions of this Agreement as they affect service conditions, maintenance and repair outages.

4.1 LCRA'S REPRESENTATIONS.

(a) LCRA is duly organized and validly existing in the State of Texas, and has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by LCRA of this Agreement does not conflict with any law, regulation, order, contract or instrument to which LCRA is subject or by which LCRA is bound.

(c) LCRA represents that the equipment and facilities that LCRA will provide under this Agreement do not and will not infringe on any patent, trademark or copyright. LCRA agrees to defend claims and indemnify Licensee against losses, damages or other expenses in connection with LCRA's violation of this provision.

(d) LCRA shall make available its technical, surveying and other Site information to assist Licensee with planning and engineering, but LCRA does not warrant the accuracy of any information supplied.

(e) LCRA makes no representations pertaining to the condition of the Sites, towers, communications houses or premises, including the possibility of latent defects, and expressly disclaims any warranties as to the condition of the Sites, towers, communications houses or premises.

V. INTERFERENCE

5.0 LICENSEE'S DUTY OF NONINTERFERENCE. Licensee shall install, operate and maintain its equipment and facilities in a manner which will not physically or electronically interfere with or cause signal degradation to LCRA's electric or water system operations, with LCRA's communications systems, either existing or engineered as of the date of Site License approval, or with any Prior Licensees. As a precondition for the grant of a License to operate at a particular Site, LCRA shall provide a frequency analysis and any other necessary analyses, to provide reasonable assurance that Licensee's equipment and operations will not interfere with LCRA's operations or those of Prior Licensees. Licensee's duty to avoid interference in accordance with the terms of this Agreement shall remain absolute throughout the License terms, irrespective of favorable pre-installation analyses, varying atmospheric conditions or LCRA's approval of Site Licenses.

5.1 REMEDIES FOR INTERFERENCE. In the event that interference is noted in LCRA's equipment or other existing Prior Site Licensees, Licensee and LCRA will work in good faith to identify and resolve the interference. In the event that it is determined that Licensee's equipment, installation work or operations does interfere with those of LCRA or of Prior Licensees (including interference affecting more than one Site), then upon written notice from LCRA, Licensee shall at its own expense initiate efforts to correct the interference within seventy-two (72) hours from notice, even if Licensee's equipment is operating in compliance with FCC regulations. If Licensee fails to eliminate the interference within an additional seventy-two hours after beginning work to eliminate the interference, then LCRA shall have the right upon twenty-four hours prior written notice to enter the premises and shut down Licensee's equipment and

operations until Licensee can eliminate the interference. If Licensee's installation causes interference to LCRA's equipment, or the equipment of Prior Site Licensees, and such interference cannot be eliminated, LCRA may proceed under Article VI to terminate Licensee's License as to that Site. In the event of termination, Licensee shall remove its equipment and facilities from the Site within a reasonable time.

5.2 TECHNICAL DISAGREEMENTS. If licensees disagree on the existence, source or extent of interference, LCRA may engage an independent engineering firm to perform impartial analyses to determine the cause of the interference. LCRA shall be entitled to Reimbursement for the cost of such analyses by the Licensee or Licensees found to be causing the interference.

5.3 PRIORITIES FOR RESOLVING INTERFERENCE. If analyses indicate interference among the operations of multiple occupants of a particular Site or occupants of multiple Sites, the requirements for eliminating interference shall be according to the following priorities:

(a) LCRA's equipment and operations shall have top priority; no licensee's equipment or operations shall interfere with LCRA's equipment or operations under any circumstances;

(b) Licensee's equipment and operations shall have priority over Subsequent Licensees at that Site, which shall mean other licensees whose Licenses for that Site were executed later than Licensee's License;

(c) Licensee's equipment and operations shall yield to Prior Licensees at that Site, which shall mean other licensees whose Licenses for that Site were executed earlier than Licensee's License, including their successors or assigns;

(d) If, at a time later than the initial installation, Licensee should modify its equipment or operations or change the tower or antenna configuration at a particular Site, and should these modifications or changes introduce interference (including interference affecting more than one Site), then Licensee shall be treated as a Subsequent Licensee with respect to these modifications or changes, and shall yield to the other Site occupants. However, Licensee's original equipment, operations and antenna configuration shall not lose their original priority, in the event Licensee desires to reverse the changes and return to its original mode of operation.

(f) In all efforts to resolve, interference, applicable FCC rules, regulations and guidelines shall be followed.

5.4 DISCLAIMER. LCRA shall use its best efforts to promptly enforce these priorities with respect to other licensees, but shall not be liable to Licensee for damages

or compensation for losses or extra expense due to outages, delay, inefficiency or time consumed in resolving technical disputes among licensees.

VI. REMEDIES ON DEFAULT

6.0 DEFAULT DEFINED. A default is the failure of a Party to meet its substantive obligations under this Agreement including persistent lateness in payment of fees or other charges, or the accumulation of excessive payments in arrears, even if late charges are being paid. Default shall include a material misrepresentation of facts or performance data or omission of pertinent data required in License requests or construction plans, or installation of equipment without adhering to the planning and approval processes of this Agreement. Delay or impossibility of performance on account of Force Majeure conditions, as defined below, shall not constitute default.

6.1 NOTICE REQUIREMENT. If a Party should be in default and if the other Party has performed all of its obligations, the non-defaulting Party shall deliver written notice to the defaulting Party describing the default. If the default continues for more than one month after the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may pursue its legal remedies as provided below.

6.2 LCRA'S REMEDIES. Upon default by Licensee and after the prescribed notice period, LCRA may take reasonable measures, if possible, to cure the default and charge Licensee for costs incurred, or may, without liability, terminate the particular Site Licenses at Sites where defaults have occurred. If LCRA should be obliged to terminate any Site Licenses because of Licensee's failure to cure a default, LCRA shall have the right, without liability or further notice, to enter and take possession of the premises and expel or remove Licensee, its equipment and facilities.

6.3 LICENSEE'S REMEDIES. Upon default by LCRA and after the prescribed notice period, Licensee may enforce specific performance of LCRA's obligations or terminate individual Site Licenses at Sites where defaults have occurred. If Licensee should be obliged to terminate any Site licenses because of LCRA's failure to cure a default, an equitable refund of prorated License Fees and other charges Licensee has paid to LCRA shall be made.

6.4 ALTERNATIVE DISPUTE RESOLUTION. If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of both parties within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, an impartial professional mediator to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. The mediator may be a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The parties will share the costs of the mediator equally.

6.5 ENFORCEMENT COSTS. If, after good faith efforts toward resolution through alternative means, a Party is obliged to file suit to enforce the terms and conditions of this Agreement and should recover a judgment, the prevailing Party shall be entitled to recover from the other Party reasonable and necessary costs, expenses and attorneys' fees.

VII. CONFIDENTIALITY

7.0 The Parties agree that they and their employees have kept and will keep confidential the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of the Agreement, and that they have not and will not reveal the same to any persons not employed by the other Party except (i) at the written direction of such Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall notify the other Party as promptly as practicable and, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information (provided, however, that the party seeking to protect the confidentiality of its information shall be responsible to produce the necessary documentation and legal memoranda to assert the exemption); (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain or previously disclosed by the other Party; or (v) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section. This confidentiality provision shall be effective during the terms of the Site Licenses and for one (1) year after all of them are terminated.

VIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

8.0 LIMITATION OF LIABILITY. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party or its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, interference, failure or unavailability of a tower or any equipment, facility or service to be provided by LCRA or by Licensee under this Agreement, or under any other circumstance.

8.1 LIABILITY.

(a) Licensee's Obligation. To the extent permitted by law, Licensee shall be liable for the cost of restoration, repair or replacement of any LCRA facilities to the extent such facilities are damaged or destroyed as a result of a negligent or willful act of Licensee, its employees, contractors or subcontractors.

(b) LCRA's Obligation. To the extent allowed by law, LCRA shall be liable for the cost of restoration, repair or replacement of any Licensee facilities to the extent such facilities are damaged or destroyed as a result of a negligent or willful act of LCRA, its employees, contractors or subcontractors.

(c) Defense. A Party receiving notice of a claim, suit or cause of action related to this Agreement shall give the other Party prompt notice of the claim, suit or cause of action. Both Parties shall cooperate in the defense, and shall have the right to assist and participate in the defense. If such claim, suit or cause of action is covered by insurance, the above requirement for participation shall be superseded by the defense provisions of the Party's insurance policy to the extent they are inconsistent.

(d) No Waiver of Defenses. Nothing in this section is intended, or shall be construed, to be a waiver or release of sovereign immunity or any other right or defense of a Party.

IX. INSURANCE

9.0 LICENSEE'S COVERAGE.

(a) Licensee is self-insured for worker's compensation, personal and bodily injury and property damage liability.

(b) Licensee, and any of Licensee's contractors, subcontractors performing work at a Site, shall maintain insurance coverages in the following types and amounts. These amounts shall not be construed as limitations on Licensee's liability under this

Agreement. Such requirements may be satisfied through Licensee's program of self insurance, or Licensee may purchase a commercial insurance policy.

- (i) Workers' Compensation: Coverage A - statutory; Coverage B - \$500,000 employer's liability.
- (ii) General Liability (occurrence form) including personal and bodily injury liability, broad form property damage, operations liability and contractual liability in a minimum amount of \$2,500,000.

Any insurance carried by Licensee or Licensee's contractors or subcontractors shall be primary to any self-insurance or insurance maintained by LCRA or Licensee. Licensee's insurance policies and those of contractors and subcontractors shall expressly waive all rights of subrogation against LCRA, its directors and employees.

9.1 LCRA's COVERAGE. LCRA shall be self-insured for personal and bodily injury and property damage liability and shall maintain umbrella coverage for liabilities in excess of the self-insurance. Evidence of this coverage shall be furnished to Licensee upon request. LCRA shall not insure Licensee's equipment or operations against damage or loss from fire, windstorm, theft, vandalism or other perils. If Licensee desires property damage insurance for its equipment or operations, it shall be fully responsible for obtaining and paying for it.

9.2 INSURANCE FOR CONTRACTORS AND SUBCONTRACTORS. All contractors and subcontractors who work on LCRA's premises shall maintain the same levels and types of insurance required of Licensee. Licensee may either insure contractors and subcontractors under its own policies or require them to carry separate policies. Upon LCRA's written consent, lower-level subcontractors may be allowed to carry lesser levels of general liability insurance; such consent shall not be unreasonably withheld. Licensee shall provide LCRA with certificates evidencing the required contractor insurance coverages.

X. FORCE MAJEURE & SITE OBSOLESCENCE

10.0 FORCE MAJEURE.

(a) Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, civil disturbances, acts of domestic or foreign terrorism, wars, riots or insurrections, sabotage, loss of electric power, government or regulatory action including withholding of approvals, strikes, embargoes or delays beyond the control of vendors or contractors. Damage, vandalism, water leakage, failure or collapse of a tower or communications house whether or not caused or contributed to by a latent defect shall be considered a Force Majeure event.

(b) The Party invoking Force Majeure shall give prompt notice to the other Party, by facsimile transmission or telephone confirmed thereafter in writing. A Party whose performance is hindered or delayed shall use its best commercially reasonable efforts to reduce the length of the delay and to mitigate the effects of it. If the delay extends or can be expected to extend beyond 90 days, the other Party shall have the right to terminate Licenses for affected Sites upon 30 days written notice to the other Party, provided that services prior to termination shall be paid for. Upon termination for a Force Majeure event, LCRA shall refund the prorata part of the License Fee for that Site which may have been prepaid. LCRA agrees that Licensee may operate out of a portable facility during recovery from Force Majeure, and LCRA shall use its best efforts to provide space for the portable facility during recovery. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

(c) In the event that a tower or Site facilities should be damaged by Force Majeure in excess of half their original cost, LCRA may elect not to repair or replace the tower or Site facilities, in which case Licensee's License for that Site shall terminate. In such an event, Licensee shall have no claim for damages nor refunds of Fees and other payments; however, LCRA shall assist Licensee in relocating its equipment to another suitable LCRA Site if available.

10.1 SITE OBSOLESCENCE. In the event that any of the towers or Site facilities should become unserviceable through deterioration or degradation in performance of such extent that the cost of repairing or replacing them would exceed half their original cost, LCRA may elect not to repair or replace the towers or Site facilities, in which case Licensee's License for that Site shall terminate. In such an event, Licensee shall have no claim for damages but shall be entitled to an equitable refund of Fees, Reimbursements and Aid-in-Construction payments.

XI. MISCELLANEOUS PROVISIONS

11.0 COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state and local laws, regulations, ordinances and orders.

11.1 WORKER CONDUCT & PUBLIC RELATIONS. Licensee shall make its employees and contractors aware that the public expects LCRA and companies working with it to conform to high standards of safety and personal conduct. Licensee shall ensure that its employees and contractors conduct themselves accordingly during their visits to the Sites. In particular, employees and contractors shall not encroach on private property, litter, use alcohol, drugs or weapons, exceed speed limits, drive recklessly, or otherwise disturb the peace. Violation of this provision shall be a material breach of this Agreement, and Licensee shall bar from the Sites any employee or contractor who violates the provision.

11.2 LCRA'S RIGHT OF ENTRY. LCRA shall be provided access to and shall have the right to enter any premises at which Licensee's equipment is installed at any time to inspect the installations, monitor operations and ensure that the terms and conditions of this Agreement are being met. In the event of an emergency, including interference that has not been eliminated according to the procedures of this Agreement, LCRA shall have the right, without liability, to enter the premises at any time by any necessary means including disabling or removing locks and to take any action reasonably necessary to protect the integrity of the telecommunications system, the Sites and associated facilities.

11.3 ASSIGNMENT.

(a) Licensee's Assignment Rights. Except as to any entity controlling, controlled by or in common control with Licensee, Licensee shall not assign, sublet or delegate all or any part of its rights or obligations under this Agreement to any person or entity without the prior written approval of LCRA, which shall not be unreasonably withheld. LCRA's approval shall be required for each Site at which such a transfer is contemplated. LCRA's approval shall not be required in the event Licensee merges with another entity or is acquired by another entity, provided that the resulting entity intends to provide communications services at the Sites similar to those of Licensee. Nothing herein shall be construed to prohibit, or require LCRA's consent to, Licensee adding or removing parties to the Interlocal Agreement, or changing its program manager.

(b) LCRA's Assignment Rights. Except as to any entity controlling, controlled by or in common control with LCRA, LCRA shall not assign all or part of its rights or obligations under this Agreement to any person or entity without the prior written approval of Licensee, which shall not be unreasonably withheld. Licensee's approval shall not be required in the event LCRA merges with another entity, is acquired by another entity, reorganizes or separates into multiple entities or affiliates, provided that one of the resulting entities intends to provide communications services at the Sites similar to those of LCRA.

(c) Binding on Successors and Assigns. Subject to the above approval rights, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns and transferees.

11.4 FIXTURES. All structural modifications to the towers and communications houses shall become LCRA's property. Licensee's antennas, associated cables, hardware and electronic equipment shall remain Licensee's personal property and shall not become fixtures, whether or not attached to towers, communications houses or the Sites.

11.5 LIENS & ENCUMBRANCES. Licensee shall ensure that no mechanics' or materialmen's liens or any other encumbrances are imposed on the Sites or any other LCRA property as a result of Licensee's work. If a worker, supplier, contractor or subcontractor should file such a lien or encumbrance, Licensee shall promptly take the necessary steps at its own expense to remove and discharge it.

11.6 ENVIRONMENTAL CONDITIONS. If an environmental hazard as defined by regulatory agencies is discovered at a Site and LCRA does not remediate the hazard or make a suitable alternate Site available within four months after its discovery, Licensee shall have the right to terminate the License as to that Site, and the amounts paid as the License Fee for that Site shall be refunded to Licensee. Licensee shall not install or use lead-acid batteries or underground storage tanks at the Sites or introduce or any other pollutants, hazardous substances or hazardous wastes. Licensee shall be liable for any fines, penalties and costs of environmental cleanup that arise out of the introduction or use of any of these materials by Licensee, its contractors or subcontractors, including spills, leaks or contaminations resulting from the mishandling of fuels, lubricants or other substances. This provision shall survive the terms of the Licenses.

11.7 NO THIRD-PARTY BENEFICIARIES; NO PROPERTY RIGHTS. The terms and conditions of this Agreement are intended for the sole benefit of LCRA and Licensee. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon a third party. Nothing in this Agreement or in its performance shall create or vest in Licensee or its successors or assigns any title, ownership, easement or any other property rights in LCRA's systems, lands or other property.

11.8 NO BROKERS; NO PARTNERSHIPS. Each Party represents that no brokers were involved in this transaction and Agreement and that no third parties are entitled to commissions or other payments. The relationship of the Parties to this Agreement is that of licensor and licensee, not of partners, joint venturers or an agency relationship.

11.9 PUBLICITY. No press releases or other publicity not required by law will be permitted without the prior agreement of both Parties. Licensee shall not use LCRA's name in advertising or promotional material without LCRA's written consent and explicit approval of each text or program.

11.10 LCRA ETHICS POLICY. The LCRA Ethics Policy prohibits LCRA directors and employees from accepting any gift, favor or service that might influence him or her in the discharge of official duties or give the appearance of doing so, or engaging in any other activity that could create conflicts of interest. Compliance with this policy shall be a substantive obligation of this Agreement, and Licensee shall ensure that its personnel and contractors are aware of and comply with the policy.

11.11 ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement, as evidenced by the Contract Documents, constitutes the entire Agreement and understanding between the Parties and supersedes previous negotiations, understandings, discussions, correspondence or representations. The Contract Documents shall not be modified or changed except by a writing executed by both Parties. No verbal representation of any negotiator, engineer, officer, employee or agent of either Party shall vary the written terms of this Agreement. No waiver of any right under the License Agreement shall be effective unless a writing signed by the Party grants such waiver.

11.12 SEVERABILITY. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law by a regulatory agency or court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. If the FCC or any division thereof issues an order that any term or provision is contrary to FCC rules or policies, and such order is not stayed, then whether or not such order is subject to review or reconsideration, such term or provision shall be void (except to the extent that such order is modified on review or reconsideration), but the remainder of this Agreement shall remain in full force and effect.

11.13 NOTICES. Official notices required by this Agreement shall be in writing and shall be hand delivered, mailed by registered or certified mail return receipt requested, or sent by overnight courier, addressed to the following:

Licensee: City of Austin
Attn: Regional Radio System Manager
P.O. BOX 1088
Austin, TX 78767

With Copy to:
City of Austin
Law Department
P.O. BOX 1088
Austin, TX 78767

LCRA: Telecommunications Customer Services Manager
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Facsimile: (512) 356-6424

A Party may change its notice address and contact person at any time by written notice to the other Party given in accordance with this Section.

11.14 CHOICE OF LAW, JURISDICTION & VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation between the Parties shall be exclusively in the state or federal courts located in Austin, Texas.

11.15 COUNTERPARTS. The Contract Documents may be signed in several counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute a single agreement.

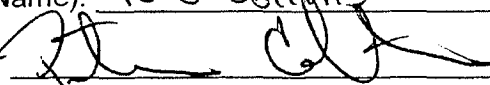
11.16 HEADINGS AND ATTACHMENTS. Headings used in this Agreement are for convenience and shall not control the meaning or interpretation of this Agreement. Documentation accompanying the Site Licenses including drawings, data and attachments, if any, are integral to this Agreement and incorporated for all purposes into it.

11.17 RECORDATION. LCRA and Licensee will, at the request of the other, promptly execute a memorandum in recordable form constituting a short form of this License, which may be filed for record in the Office of the County Clerk of Travis County, Texas. This License itself shall not be filed of record unless required by applicable law.

LICENSEE:

CITY OF AUSTIN, TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT, CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, UNIVERSITY OF TEXAS AT AUSTIN, TEXAS LEGISLATIVE COUNCIL, AND THE TEXAS HOUSE OF REPRESENTATIVES, by their duly designated program manager, the CITY OF AUSTIN, a home rule Texas municipality

By (Print Name): Pete Collins

Signature: 


Date: 2/9/04

Title: Chief Information Officer

*Approved as to form
Abel And City attorney*

LOWER COLORADO RIVER AUTHORITY:

By (Print Name): Christopher Kennedy

Signature: 

Date: 1/26/04

Title: Executive Mgr., Corporate Services
Chief Information Officer



EXHIBIT A
LIST OF LICENSED SITES

Licensee shall install its communications equipment at the following LCRA Sites:

1. Sim Gideon, FCC Tower No. 1003036
- 2.
- 3.
- 4.
- 5.
- 6.

Signatures, (needed only when Exhibit A is modified):

Licensee: _____ Date:

LCRA: _____ Date:

Rev. Date: _____

EXHIBIT B
EQUIPMENT LIST

SITE NAME: Sim Gideon

Licensee shall install the following equipment at the Site:

Antennas & Cabling: Install 2 ea. Celwave PD10017 antennas at 260', one antenna pointed up the other inverted on a common mount. 3 ea. total runs of coax. One 1 1/4 in coax., one 7/8 coax. And one 3/8 coax. (test line). Generator Back-up for 4,032 Watts.

Electronics:

Equipment House (specify whether joint occupancy of LCRA house or Licensee-built house:

Rack space for 4 racks:
 2 racks for equipment
 1 rack for battery
 1 rack for spare

Related Appurtenances:

Signatures, (needed only when Exhibit A is modified):

Licensee: _____ Date:

LCRA: _____ Date:

Rev. Date: _____