

Customer Site Name:
Customer Site ID:

Crown Site Name: BEE CAVES
Crown Business Unit: 840471
License Number: 392026
Amendment Number: 619215

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

This First Amendment to Tower Lease Agreement ("Amendment") is made as of this 19th day of November, 2018, by and between CCATT LLC, a Delaware limited liability company ("Crown") and City of Austin, a home rule Texas municipality ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Tower Lease Agreement dated August 9, 2002, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"); and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.
2. The annual fee due under the TLA shall increase by Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) on the earlier of: i) the first (1st) day of the month following Crown's issuance of written notice to proceed with the modification of Customer's equipment at the Site, or ii) December 1, 2018.
3. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.
4. The descriptions of Customer's space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer's space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the tower set forth in Attachment A and Attachment C, attached hereto.
5. The equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's tower-mounted equipment set forth in Attachment A and Attachment C, attached hereto. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, this Amendment does not in any way modify the equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA).

TT: E 853551
Prepared by: R. James
Prepared on: October 24, 2018
Revised on:
SLA TLA Universal Amendment, 2/17/11

LRF Rev. #: 2
App Rev. #: 4

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6. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

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IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.


CROWN:

CCATT LLC,
a Delaware limited liability company

By: 
Print Name: Christine Riederer
Title: Manager,
Contract Development
Execution Date: 11-19-18

CUSTOMER:

City of Austin,
a home rule Texas municipality

By: 
Print Name: JAMES SCARBORO
Title: PURCHASING OFFICER
Execution Date: 11/19/18

Customer Site Name:
Customer Site ID:

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ATTACHMENT A

Site Engineering Application

(See attached approved Site Engineering Application)

TT: E 853551
Prepared by: R. James
Prepared on: October 24, 2018
Revised on:
SLA TLA Universal Amendment, 2/17/11

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Customer Approved: May 16 2018

Application ID: 399800 Revision # 4 Submitted: Jan 25 2018

Submitted By: Sterling Streder
Original Submit Date: Jan 25 2018 Desired Install Date: Jan 15 2018
Reason for Application: Adding additional equipment to existing config JDE Job Number 477565

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA: Stand Alone Agreement - TLA
Parent License #: 392026
Company: City of Austin
Address: P.O. BOX 1088
City/Town: AUSTIN
State: TX Postal Code: 78767-1088
Customer Job Number: N/A
Customer Payment Reference: bee cave City o
Customer Site Name: N/A
Customer Site Number : N/A

Site Information

Crown Castle BEE CAVES
Site Name:
Crown Castle 840471
Site ID:
Crown Castle District: Austin
Address: 9225 FARM MARKET 2244
City/Town: AUSTIN
State: TX Postal Code: 78733
County: Travis
Latitude: 30° 18' 53.55" Longitude: -97° 52' 17.0"
Structure Type: SELF SUPPORT Structure Height: 315 ft

Legal Entity Information

Operating Legal Entity: City of Austin
Primary Contact: Charles Brotherton Phone: (512) 972-3209
E-mail: charles.brotherton@austintexas.gov Fax: N/A
Address: 1006 Smith Rd
City/Town: Austin State: TX Postal Code: 78721
RF Contact: Barbara Eldred Phone: 5125630213
E-mail: b.eldred@motorolasolutions.com

Project Management Vendor
Project Management Vendor: TBD

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies		Receive		MHZ/GHZ
				Transmit Start	Transmit Stop	Start	Stop	

1	Digital	398.0	ESMR-800	851.0	869.0	806.0	824.0	MHZ
2	Digital	1.0	ESMR-800	851.0	869.0	806.0	824.0	MHZ
3	MW Link	100.0		10.0	11.7	10.0	11.7	GHZ

Antenna Information

Pos.	Cust Mount Class / CAD	Line	Mount Elev	Level	Azimuth	Leg or Face	Mfg. / Model	Svc	Transmit Start	Transmit Stop	Receive Start	Receive Stop	Use	Orient	Status
A	PIPE MOUNT PIPE MOUNT [PM 601-1]	82	82.0	300	FT	Leg D	ANDREW PAR6-65-PXA	3	10.0	11.7	10.0	11.7	TX/RX	Mid-Mount	Installed
A	PIPE MOUNT PIPE MOUNT [PM 601-1]	90	90.0	300	FT	Leg D	COMMScope MD-S6	1	N/A	N/A	N/A	N/A	N/A	Mid-Mount	Installed
A	PIPE MOUNT PIPE MOUNT [PM 601-1]	114	114.0	300	FT	Leg D	ANDREW PAR6-65-PXA	3	10.0	11.7	10.0	11.7	TX/RX	Mid-Mount	Installed
A	PIPE MOUNT PIPE MOUNT [PM 601-1]	121	121.0	300	FT	Leg D	COMMScope MD-S6	1	N/A	N/A	N/A	N/A	N/A	Mid-Mount	Installed
A	PIPE MOUNT PIPE MOUNT [PM 601-1]	219	219.0	210	FT	Leg C	ANDREW PAR6-65-PXA	3	10.0	11.7	10.0	11.7	TX/RX	Mid-Mount	Installed
A	PIPE MOUNT PIPE MOUNT [PM 601-1]	230	230.0	210	FT	Leg C	COMMScope MD-S6	1	N/A	N/A	N/A	N/A	N/A	Mid-Mount	Installed
A	SECTOR MOUNT SECTOR MOUNT [SM 503-1]	291	281.0	45	FT	Leg A	KATHREIN SL11-915/DT2	1	851.0	869.0	806.0	824.0	TX/RX	Upright	Installed
								2	851.0	869.0	806.0	824.0	TX/RX		
D	SECTOR MOUNT SECTOR MOUNT [SM 503-1]	291	281.0	45	FT	Leg A	KATHREIN SL11-915/DT2	1	851.0	869.0	806.0	824.0	TX/RX	Upright	Installed
								2	851.0	869.0	806.0	824.0	TX/RX		
E	SECTOR MOUNT	291	281.0	285	FT	Leg D		1	851.0	869.0	806.0	824.0	TX/RX	Upright	Installed

SECTOR MOUNT [SM 503-1]		KATHREIN SL11-915/DT2								
				2	851.0	869.0	806.0	824.0	TX/RX	
B	SECTOR MOUNT	293	281.0 45 FT	Leg A	RFS/CELWAVE1 BCR12-H-B1	851.0	869.0	N/A	N/A	TX UprightProposed
SECTOR MOUNT [SM 503-1]				2	N/A	N/A	806.0	824.0	RX	
C	SECTOR MOUNT	293	281.0 45 FT	Leg A	RFS/CELWAVE1 BCR12-H-B1	851.0	869.0	N/A	N/A	TX UprightProposed
SECTOR MOUNT [SM 503-1]				2	N/A	N/A	806.0	824.0	RX	

f

Feedline Information

Pos.	Customer	Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	PIPE MOUNT	1	Primary: ANDREW Secondary: N/A	EW64	132.0	Face 2E	Feedline Ladder	Installed	
A	PIPE MOUNT		Primary: Secondary: N/A						
A	PIPE MOUNT	1	Primary: ANDREW Secondary: N/A	EW64	164.0	Face 2E	Feedline Ladder	Installed	
A	PIPE MOUNT		Primary: Secondary: N/A						
A	PIPE MOUNT	1	Primary: ANDREW Secondary: N/A	EW64	269.0	Face 2E	Feedline Ladder	Installed	
A	PIPE MOUNT		Primary: Secondary: N/A						
A	SECTOR MOUNT	1	Primary: ANDREW Secondary: N/A	LDF6-50A	341.0	Face 2E	Feedline Ladder	Installed	
D	SECTOR MOUNT	1	Primary: ANDREW Secondary: N/A	LDF5-50A	341.0	Face 2E	Feedline Ladder	Installed	
E	SECTOR MOUNT	1	Primary: ANDREW	LDF6-50A	341.0	Face 2E	Feedline Ladder	Installed	
		1	Secondary: ANDREW	LDF2-50	341.0	Face 2E	Feedline Ladder	Installed	
B	SECTOR MOUNT	1	Primary: COMMSCOPE	AVA6-50	330.0	Face 2E	Feedline Ladder	Proposed	
		1	Secondary: COMMSCOPE	AVA5-50	330.0	Face 2E	Feedline Ladder	Proposed	
C	SECTOR MOUNT	1	Primary: ANDREW Secondary: N/A	LDF4-50A	330.0	Face 2E	Feedline Ladder	Proposed	

Optional Component Information

				Tower Mounted Equipment				
Pos.	Customer	Mount Class	Qty.	Mfg.	Model	Type	Elevation	Status
A		PIPE MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A		PIPE MOUNT	N/A	N/A	N/A	N/A	N/A	N/A

A	PIPE MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	PIPE MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	PIPE MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	PIPE MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
A	SECTOR MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
D	SECTOR MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
E	SECTOR MOUNT	1	RAYCAP	DC2-48-60-0-9E	JUNCTION BOX	285.0 ft	Installed
B	SECTOR MOUNT	N/A	N/A	N/A	N/A	N/A	N/A
C	SECTOR MOUNT	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
N/A	No	N/A	0

Lease, Pad, and Building Requirements

Building

Building Id #:	N/A							
Building Type:	N/A							
	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status		
Lease	N/A	N/A	N/A	N/A	N/A	N/A		
Pad	N/A	N/A	N/A	N/A	N/A	N/A		
Building	N/A	N/A	N/A	N/A	N/A	N/A		

Other Pad Requirements

No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets: 0

Number of Proposed Cabinets: 0

Generator Requirements

No generators exist for this application

Battery Requirements

Type	Qty.	Mfg.	Model	Is Battery Backup Required?	No
N/A	0	N/A	N/A		
N/A	0	N/A	N/A		

Scope of Work/Additional Information

Scope of Work:

Requesting the addition of (2) antennas to the Austin's existing (3) antennas. We are trying to mount the (2) new antennas at the same height at the other (3) existing antennas. From previous info - it looks like there is space on the existing 13' stand-off frame that was installed for the (3) existing antennas. (1) new Tx BMR12 antenna will have (1) 1-1/4" line. (1) new Rx BMR12 antenna will have (1) 7/8" line and (1) 1/2" line.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for

physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
3	COMMSCOPE	MD-S6	ICE SHIELD	48.0 IN	100.0 IN	14.0 IN	442.9 LBS	0.0 IN2
3	KATHREIN	SL11-915/DT2	OMNI	180.25 IN	2.375 IN	2.375 IN	26.0 LBS	427.68 IN2
3	ANDREW	PAR6-65-PXA	DISH	76.3 IN	76.3 IN	24.8 IN	161.0 LBS	0.0 IN2
2	RFS/CELWAVE	BCR12-H-B1	OMNI	240.0 IN	6.625 IN	6.625 IN	92.0 LBS	1094.4 IN2

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	ANDREW	LDF5-50A	7/8	1.03 IN
3	ANDREW	EW64	ELLIPTICAL	1.88 IN
2	ANDREW	LDF6-50A	1-1/4	1.55 IN
1	ANDREW	LDF2-50	3/8	0.44 IN
1	COMMSCOPE	AVA6-50	1-1/4	1.56 IN
1	COMMSCOPE	AVA5-50	7/8	1.102 IN
1	ANDREW	LDF4-50A	1/2	0.625 IN

Tower Mounted Equipment Specifications

Quantity	Manufacturer	Model	Type	Dimensions			Frequency			Sail Area
				Height	Width	Depth	Weight	Low	High	
1	RAYCAP	DC2-48-60-0-9E	JUNCTION BOX	10.75 IN	10.38 IN	6.29 IN	16.0 LBS	N/A	N/A	N/A

Customer Site Name:
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ATTACHMENT B

Site Plan

(INTENTIONALLY OMITTED)

TT: E 853551
Prepared by: R. James
Prepared on: October 24, 2018
Revised on:
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ATTACHMENT C

Level Drawing

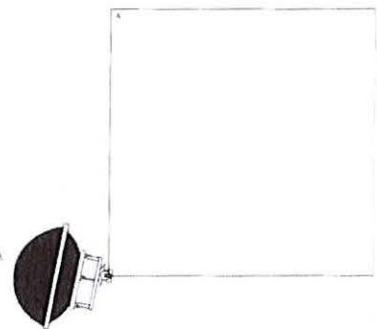
(See attached CAD-Generated Level Drawing)

TT: E 853551
Prepared by: R. James
Prepared on: October 24, 2018
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				ANTENNA		FEEDLINE				TWC				
ORIENT	CUSTOMER	6	STATUS	WFS	MODEL	AZ	TECH	QTY	SIZE	QTY	MC	TWC	WFS	WFS
A WD	AUSTIN TEL CO INC	1	INSTALLED	MOORE	PAW-AS-70A	300	WV 100	1	7000	0				



BUSINESS UNIT 240471 TOWER 01A LEVEL 11A

LEVEL DRAWING

PLOT DATE: 5/2/2018 FILE NAME: 540471_4_114.jpg (PM 501.1)

TABLETS 302



CROWN REGION ADDRESS
USA

USPS 971563 178 9931303-9 51-9

100

[illegible]

DRAWN/CHECKED BY: EDGAD
DRAWING DATE: 11/17/2018

THE FARMER

316 JOURNAL OF DOCUMENTATION

SITE NAME:

DATE: _____

TIME: _____

BUSINESS UNIT NUMBER

DATE ACQUIRED

2225 FARM MARKET 2244
AUSTIN, TX 78733
TRAVIS COUNTY
US

SHEET TITLE

114 FT INSTALLED LEVEL

1000

A1-X

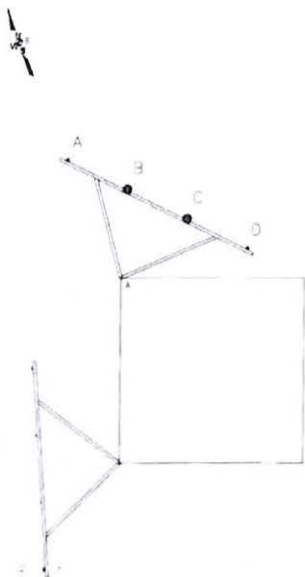
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[illegible]

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GLOBAL MARKET DATA - 12/1/98									
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3	1	0	1	0	0	WSPR	50	100.00	10
4	1	0	1	0	0	WSPR	50	100.00	10
5	1	0	1	0	0	WSPR	50	100.00	10
6	1	0	1	0	0	WSPR	50	100.00	10
7	1	0	1	0	0	WSPR	50	100.00	10
8	1	0	1	0	0	WSPR	50	100.00	10
9	1	0	1	0	0	WSPR	50	100.00	10
10	1	0	1	0	0	WSPR	50	100.00	10

[illegible]

OPERATING LEGAL ENTITY: **CITY OF AUSTIN**



GUS N(12) L961 840471 10W(1) C A 11V(1) 781

LEVEL DRAWING

PLOT DATE: 5/5/2018 FILE NAME: 545471_A_251_P.svg (SM 503-1)

LAPRERE 300



CROWN REGION ADDRESS
USA

SPACE RESERVED FOR PERISSONE SIGNATURE

DATE	10/10/14	DATE	10/10/14
TIME	10:10	TIME	10:10
LOCATION	10:10	LOCATION	10:10
DESCRIPTION	10:10	DESCRIPTION	10:10
REMARKS	10:10	REMARKS	10:10
SIGNATURE	10:10	SIGNATURE	10:10
DATE	10/10/14	DATE	10/10/14
TIME	10:10	TIME	10:10
LOCATION	10:10	LOCATION	10:10
DESCRIPTION	10:10	DESCRIPTION	10:10
REMARKS	10:10	REMARKS	10:10
SIGNATURE	10:10	SIGNATURE	10:10

DRAWING CHECKED BY: EDCAD
DRAWING DATE: 1/25/2018

SITE NUMBER
 SITE NAME
 SITE NAME
 DEC DATES
 BUSINESS UNIT NUMBER
 840471
 SITE ADDRESS

2225 FARM MARKET 2240
MUSTIN, TX 78711
FRANK COUNTY

281 FT PROPOSED LEVEL

FILE NUMBER

A1-281

Certificate Of Completion

Envelope Id: E0CBEADACA5949CFB4E077CD12699556
 Subject: BU-840471_PLIC-392026_App-399800_West Area_BEE CAVES_Austin TX, City of
 ApplicationId: 399800
 BusinessUnit: 840471
 District: AUS
 License: 392026
 Area: WTA
 Source Envelope:
 Document Pages: 19
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Richanna James at Crown Castle
 2000 Corporate Drive
 Canonsburg, PA 15317
 Richanna.James@crowncastle.com
 IP Address: 64.213.130.241

Record Tracking

Status: Original
 10/24/2018 2:05:57 PM
 Holder: Richanna James at Crown Castle
 Richanna.James@crowncastle.com

Location: DocuSign

Signer Events

Megan Patton
 Megan.Patton@crowncastle.com
 Security Level:
 Email
 ID: 876397a1-5545-40cc-a832-74b0e6f38c1b
 10/25/2018 12:51:23 PM

Signature

Completed

Using IP Address: 70.63.107.35

Timestamp

Sent: 10/25/2018 9:46:44 AM
 Viewed: 10/25/2018 12:51:31 PM
 Signed: 10/25/2018 12:51:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2018 12:51:31 PM
 ID: aa6dd23d-f977-41d1-86af-0ba4f8e46957

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Execution Specialist
 executionspecialist.embedded@crowncastle.com

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

System Sync
 system.sync@crowncastle.com

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Crown Manager, Contract Development		
Signing Group: Crown Manager, Contract Development		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Robert Turner Robert.Turner@austintexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/29/2018 9:17:04 AM ID: 5e380003-018e-4956-8162-2061c2d3e233		Sent: 10/25/2018 12:51:55 PM Viewed: 10/29/2018 9:17:04 AM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Meredith Norris Meredith.Norris@crowncastle.com Crown Castle International Corp. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/25/2018 12:51:55 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/25/2018 12:51:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

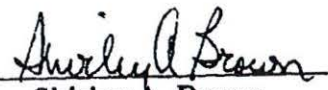
RESOLUTION NO. 020509-73

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council authorizes the City Manager or designee to negotiate and execute a 15-year lease contract with Cingular Wireless, Inc., 18610 Blanco Road, San Antonio, Texas 78258, to lease access to, and space on, the Barton Creek Tower, located on Bee Cave Road, near the intersection of Bee Cave Road and Crystal Creek Drive, in an amount not to exceed \$218,400 with two five-year extension options in an amount not to exceed \$228,095, for a total contract amount not to exceed \$446,495; and further authorizes the City Manager or designee to enter into the agreement on such terms and conditions as may be reasonable, necessary or required.

ADOPTED: May 9, 2002

ATTEST:


Shirley A. Brown
City Clerk



Amendment No. 6
to
Contract No. S050431
for
Radio Tower Lease – Barton Creek Tower at Bee Cave Road
between
Crown Castle USA, Inc.
DBA CCATT, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 27, 2018 through August 26, 2023. One five (5) year option will remain.
- 2.0 The total contract amount is increased by \$278,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08//27/2002 – 08/26/2007	\$60,000.00	\$60,000.00
Amendment No. 1: Vendor Name Change 10/31/2005	\$0.00	\$60,000.00
Amendment No. 2: Vendor Name Change 01/22/2008	\$0.00	\$60,000.00
Amendment No. 3: Option 1 – Extension 08/27/2007 – 08/26/2012	\$60,000.00	\$120,000.00
Amendment No. 4: Vendor Name Change 06/15/2011	\$0.00	\$120,000.00
Amendment No. 5: Vendor Name Change 10/08/2015	\$0.00	\$120,000.00
Amendment No. 6: Option 3 – Extension 08/27/2017 – 08/26/2023 Extension Amount Increased Annually 08/27/2017 Corrective Action: See Exhibit D.	\$60,000.00 \$38,500.00 \$98,500.00	\$278,500.00

- 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:

Cyrenthia Ellis
Procurement Manager

City of Austin
124 West 8th Street, Suite 310
Austin, Texas 787801



Amendment No. 5
to
Contract No. S050431
for
Radio Tower Lease – Barton Creek Tower at Bee Cave Road
Between
AT & T Mobility 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	AT & T Mobility II LLC dba New Cingular Wireless PCS, LLC	Crown Castle USA Inc. dba CCATT LLC
Vendor Code	CIN8318906	V00000925119
FEIN	[REDACTED]	[REDACTED]

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. 5 is hereby incorporated into and made a part of the Contract.



Joe Barrios
Acting Contract Compliance Supervisor
City of Austin, Purchasing Office

10/08/2015

Date



**Amendment No. 4
to
Contract No. S050431
For
Radio Tower Lease Payments – Barton Creek Tower at Bee Cave Road
Between
New Cingular Wireless PCS LLC
and the
City of Austin, Texas**

1.0 The Contract is hereby amended as follows: Change the Contractor's name and other information as requested by the Contractor on May 16, 2011:

Change From:
New Cingular Wireless PCS LLC
PO Box 97079
Redmond, WA 98073-9779
Vendor Code: CIN8318906

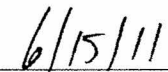
Change To:
AT&T Mobility II LLC
6500 West Loop South
Bellaire, TX 77401
Vendor Code: CIN8318906

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. 4 is hereby incorporated into and made a part of the Contract.



Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin, Purchasing Office



Date



Amendment No. 3
of
Contract No. S050431
for
Radio Tower Lease payments – Barton Creek Tower at Bee Cave Road
between
New Cingular Wireless PCS LLC
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of August 27, 2008 to August 26, 2009.
- 2.0 The total contract amount is \$60,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Year 1: 08/27/03 – 08/26/08	\$60,000.00	\$60,000.00
Year 2: 08/27/08 – 08/26/13	\$60,000.00	\$120,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into the referenced contract.

Signature & Date: Ben Washington for
Michael S. (Mick) Osborne, Specialist Senior Buyer I
City of Austin
Purchasing Office

The Amount Added
\$12,000.00 for
Year One
Year Two - 12,000.
Year Three - 12,000.00
Year Four " "
Year Five " "

Reviewed and Approved
N/A

Urcha Dunbar-Crespo

Date

not entered into AIMS
by these amounts
Willbur



Amendment No. 3
of
Contract No. S050431
for
Radio Tower Lease payments – Barton Creek Tower at Bee Cave Road
between
New Cingular Wireless PCS, LLC
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of August 27, 2008 to August 26, 2009.
- 2.0 The total contract amount is \$60,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Year 1: 08/27/03 – 08/26/08	\$60,000.00	\$60,000.00
Year 2: 08/27/08 – 08/26/13	\$60,000.00	\$120,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Bea Washington for 9/8/08

Michael S. (Mick) Osborne, Specialist Senior Buyer
City of Austin
Purchasing Office

Reviewed and Approved
N/A

Urcha Dunbar-Crespo

Date



**Amendment No. 2
to
Contract No. S050431
For
Radio Tower Lease Payments-Barton Creek Tower at Bee Caves Road
Between
Cingular Wireless, LLC
and the
City of Austin, Texas**


- 1.0 The Contract is hereby amended as follows: Change the Contractor's name and other information per the Contractor's request and the information provided by the Contractor on January 21, 2008 to read as follows:

Change Remittance From:
Cingular Wireless-Network Lease
Administration
6100 Atlantic Blvd
Norcross, GA 30071-1305
Vendor Code: CIN8318906
Tax ID: [REDACTED]

Change Remittance To:
New Cingular Wireless PCS, LLC
dba AT&T Mobility II, LLC
P. O. Box 97079
Redmond, WA 98073-9779
Vendor Code: CIN8318906
Tax ID [REDACTED]

- 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.



Cynthia Gonzales
Contract Compliance Manager
City of Austin, Purchasing Office



Date



**Amendment No. 1
to
Contract No. S050431
for
Radio Tower Lease Payments-Barton Creek Tower at Bee Caves Road
Between
Cingular Wireless, LLC
and the
City of Austin, Texas**

- 1.0 The Contract is hereby amended as follows: Change the Contractor's information per the Contractor's request and the information provided by the Contractor on October 12, 2005 to read as follows:

Change From:

Cingular Wireless, LLC
17330 Preston Rd., Ste. 100A
Dallas, TX. 75252-5619
CIN7169090 1

Telephone: (972) 733-2198
Fax: (972) 733-5561
Tax ID Number: [REDACTED]

Change To:

Cingular Wireless-Network Lease
Administration
6100 Atlantic Blvd.
Norcross, GA. 30071-1305
CIN8318906 4

Telephone: (425) 580-7154
Fax: (425) 580-6819
Tax ID Number: [REDACTED]

- 2.0 All other terms and conditions of this contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Vivek (Vic) Chanmugam

Vic Chanmugam, C.P.M., Specialist Senior
Buyer
City of Austin, Purchasing Office

10/31/05

Date



City of Austin, Texas
Purchasing Office
Distribution:

CSN/SCC, Commodity Code No.:
Commodity/Service:

Estimated Dollar Value:
Cash Payment Terms:

F.O.B. Point
Contract Period:

Extension Options:
Source, Address, Phone and Source
No.:

Replaces Agreement No.:
Buyer Name and Signature:

Price Agreement No. : S050431
Date Issued: September 6, 2005
~~DEPT. OF ASH~~, WCSO

Attn: Mike Simpson – Tel : (512) 927-3209
9856960

**Radio Tower Lease payments – Barton Creek
Tower at Bee Caves Road**

\$36,000
Net 30

Destination
August 27, 2003 to August 26, 2006 (Payments for 3
12-month periods)
Eleven
Cingular Wireless LLC
17330 Preston Road, Suite 100A
Dallas Tx 75252-5619
Tel: 210-367-2307 Michelle Russell, Project Manager
CIN71690901

Vic Chanmugam

**Vivek (Vic) Chanmugam, C.P.M.
Specialist Senior Buyer**

Purchasing Office, (512) 974-2030
N/A

Diana Granger, Purchasing Officer
S050431
Rx 640MSC00094
VC05300049

REVIEWED AND APPROVED:

Reference File No.:
Requisition No.:
Solicitation No.:

VC/vc



City of Austin

Founded by Congress, Republic of Texas, 1839

Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78767 Telephone 512/974-2000

June 3, 2002

Southwestern Bell Wireless Inc.
Office of General Counsel
17330 Preston Road, Suite 100A
Dallas, TX 75252

RE: Lease Agreement for Cingular/Southwestern Bell location at 9433 Bee Caves Road,
Austin, Texas 78746

The City of Austin is self-insured for all third party liability coverage. As such the City has established a Liability Reserve Fund to pay for claims for which the City is legally liable.

If a third party claim occurs it is reported to the claims investigators in the Law Department for investigation and resolution.

Feel free to call me at (512) 974-3264 if you have additional questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol Vance".

Carol Vance
Sr. Risk Analyst
Human Resources Department
City of Austin

Site Name: Bee Cave
Site No: 3535

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (the "**Agreement**"), made this 9th day of August 2002, by and between GTE Mobilnet of Austin Limited Partnership, d/b/a Cingular Wireless (the "**LANDLORD**"), and 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 (the "**TENANT**").

PROPERTY

LANDLORD is the owner of certain real property located at the Bee Cave Cingular Site ID: FC # 1051122, Latitude 30-18-53 and Longitude 97-52-17 in the city of Austin, Travis County, State of Texas (the "**Tower Site**"), on which there is located a tower owned by LANDLORD (the "**Tower**"), and TENANT desires to lease a portion of such real property containing approximately 0.09 acres (the "**Leased Parcel**"), together with certain positions on the Tower more fully described below and a right-of-way thereto as hereinafter described (the Leased Parcel, such positions on the Tower and such right of way being hereinafter called the "**Leased Property**"). The Tower Site is more particularly described on Exhibit "A" attached hereto. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

LEASE AGREEMENT

1. **Lease of Leased Property.** LANDLORD hereby leases to TENANT the Leased Property, which includes (without limitation) (i) the Leased Parcel described above, (ii) certain positions on the Tower as described below, and (iii) the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under, or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Bee Cave Road/FM2244 to the Leased Parcel, as such right-of-way is shown on Exhibit "B" hereto. TENANT shall have the right to install utilities, at TENANT's expense, and to improve present utilities on the Leased Property (including but not limited to the installation of emergency power generators). LANDLORD shall cooperate with TENANT in its effort to obtain

Site Name: Bee Cave
Site No: 3535

utility services along the aforementioned right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable or unwilling to use the aforementioned right of way LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the public utility at no cost to TENANT.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date on which TENANT commences construction of its Communications Facility at the Leased Property (the "**Commencement Date**"), at an annual rental of **TWELVE THOUSAND DOLLARS** (\$12,000.00), to be paid in equal monthly installments of **ONE THOUSAND DOLLARS** (\$1,000.00) on the first day of each calendar month during the term hereof, in advance, to LANDLORD or to such other person, firm or place as LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment due date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement. Tenant shall have the right to pre-pay the annual rental in whole or in part at any time without penalty.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LANDLORD written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>	<u>Monthly Installment</u>
1st	\$12,000.00	\$1,000.00
2nd	\$12,000.00	\$1,000.00
3rd	\$12,000.00	\$1,000.00
4th	\$12,000.00	\$1,000.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

Site Name: Bee Cave

Site No: 3535

40') to be located on the Leased Parcel; and

(iii) Flexible coaxial transmission line(s) between the Tower and TENANT's equipment located in the equipment shelter.

(iv) Backup electrical power generator and fuel tank.

7. **Governmental Approvals.** TENANT's ability to use the Leased Property is contingent upon its obtaining and maintaining in effect all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect such certificates, permits, licenses and other approvals. In furtherance thereof, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to, not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or any structural analyses, subsurface boring tests, environmental inspections, radio frequency tests, or other investigations are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Interference.**

(a) LANDLORD acknowledges and agrees that it will not permit the installation of any additional antennas or equipment on the Tower or at the Tower Site, or the relocation of any existing antennas or equipment installed on the Tower or at the Tower Site, if

Site Name: Bee Cave
Site No: 3535

such installation or relocation would adversely affect TENANT's space on the Tower or TENANT's operation, use or enjoyment of its Communications Facility, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon.

(b) LANDLORD shall not, and shall not permit any licensee, tenant, subtenant or other user of the Tower (collectively, other than Tenant, "**Other Tenants**"), to (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of TENANT's Communications Facility or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of TENANT's Communications Facility.

(c) In the event of any interference occurring at the Tower Site as a result of any actions of LANDLORD or any Other Tenants described in Section 8(b) above, LANDLORD shall be responsible for coordinating and resolving any such interference problems caused by LANDLORD or such Other Tenants, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from TENANT and, if appropriate, performing an interference study in accordance with industry-standard procedures and practices. If the interference cannot be corrected or eliminated within such 48-hour period, LANDLORD shall cause any of LANDLORD's or its Other Tenants' communications equipment that interferes with the operation of TENANT's Communications Facility or TENANT's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by TENANT in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of TENANT's Communications Facility shall be turned off. If LANDLORD or any such Other Tenant cannot correct or eliminate, to the satisfaction of TENANT, such interference within twenty (20) days of receipt of written notice from TENANT, LANDLORD shall or shall cause such Other Tenant to cease the operations of the objectionable communications equipment and to stop providing services from the Tower Site until the interference problems are resolved; provided, however, that if LANDLORD does not timely cease or cause such Other Tenant to cease such operations, TENANT may elect to terminate this Agreement by written notice to LANDLORD.

(d) TENANT shall not install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of LANDLORD's existing or any Other Tenant's existing communications equipment installed at the Tower Site

Site Name: Bee Cave

Site No: 3535

or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices.

(e) In the event of any interference occurring at the Tower Site as a result of any actions of TENANT described in Section 8(d) above, TENANT shall be responsible for coordinating and resolving any such interference problems caused by TENANT, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from LANDLORD. If the interference cannot be corrected or eliminated within such 48-hour period, TENANT shall cause any of TENANT's communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment or their authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by LANDLORD in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of LANDLORD's or any Other Tenant's communications equipment shall be turned off. If TENANT cannot correct or eliminate, to the satisfaction of LANDLORD, such interference within twenty (20) days of receipt of written notice from LANDLORD, TENANT shall cease the operations of the objectionable communications equipment and stop providing services from its Communications Facility until the interference problems are resolved. If TENANT determines that such interference cannot be corrected or eliminated by commercially reasonable measures, then either LANDLORD or TENANT may elect to terminate this Agreement by written notice to the other.

(f) As used herein, "**Laws**" means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities (including, without limitation, the Federal Communications Commission) construing any of the foregoing.

9. Maintenance and Repair.

(a) LANDLORD represents and warrants that its operation of the Tower and the Tower Site (exclusive of TENANT's Communications Facility), including the lighting systems, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") and all applicable local codes and regulations. Specifically, LANDLORD has complied with all tower registration, marking, and lighting requirements of the FCC and FAA. LANDLORD shall maintain the Tower and

Site Name: Bee Cave
Site No: 3535

Tower Site, including the lighting systems and LANDLORD's antennas, transmission lines, equipment and buildings, in good operating condition. TENANT is solely responsible for the licensing, operation and maintenance of TENANT's Communication Facility, including, without limitation, compliance with any terms of its FCC license.

(b) The costs of maintaining the Tower and the Tower Site (exclusive of TENANT's Communication Facility) shall be borne by LANDLORD.

10. **Taxes.** TENANT is comprised of governmental entities that are exempt from payment of State and Local ad valorem real and personal property taxes, and sales and use taxes. TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes from which TENANT is not exempt and that are separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within fifteen (15) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

11. **Insurance.** Subject to Section 12 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one

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occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by LANDLORD.

12. **Self- Insurance.** TENANT shall have the right to self-insure with respect to any of the above insurance requirements.

13. **Indemnification.**

(a) To the extent allowed by Texas Law, TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees, agents or contractors, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees, agents, contractors, licensees, or tenants (other than TENANT).

(b) LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD's Surrounding Property by LANDLORD or its employees, agents, contractors, licensees or tenants (other than TENANT), excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees, agents or contractors.

14. **Sale of Leased Property.**

If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property, the Tower or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement. LANDLORD agrees not to sell, lease or use any areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT's facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD's

prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD's Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD's Surrounding Property for non-wireless communication use. The provisions of this Section 14 shall in no way limit or impair the obligations of LANDLORD under Section 8 above.

15. **Quiet Enjoyment.** LANDLORD warrants and represents that (i) LANDLORD holds good and marketable title to the Leased Property; (ii) LANDLORD has the full power and authority to enter into and perform this Agreement, (iii) the person executing this Agreement on behalf of LANDLORD is duly authorized and empowered to enter into this Agreement on behalf of LANDLORD, and (iv) execution and performance of this Agreement will not cause a breach or event of default under any other agreement to which LANDLORD is a party. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property, and no restrictive covenants, servitudes, easements, licenses, rights of use or other encumbrances on the Leased Property that would interfere with or actually or constructively prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement. LANDLORD shall indemnify TENANT from and against any loss, cost, expense or damage, including attorneys fees, associated with a breach of the foregoing representations, warranties, and covenants. TENANT shall not be deemed to have abandoned the Leased Property, although TENANT may cease using the Communications Facility for a period of time, so long as TENANT has prepaid or continues to pay all rental payable hereunder for such period.

16. **Assignment.** This Agreement may be sold, assigned, subleased, or transferred at any time by TENANT to any Affiliate of TENANT, or to any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its Affiliates. Otherwise, this Agreement may not be sold, assigned, subleased, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned, or delayed. For the purposes of this Agreement, "Affiliate" shall be defined as any party to the Interlocal Agreement, or any governmental entity or public facility corporation created by a party to the Interlocal Agreement, that assumes responsibility for operation and management of the Regional Radio System.

17. **Condemnation.** If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this Section 17 shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property, or for TENANT's moving, relocation, and other business dislocation expenses.

18. **Casualty.**

(a) If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In the event the Tower (excluding any damage the repair of which is required to be completed by tenants of the Tower) is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement thereof (whether or not the Leased Property is damaged) and such damage (i) occurs during the last two years of the Term (taking into account any extensions of the Term by TENANT in accordance with the terms of this Agreement), or (ii) in the reasonable judgment of LANDLORD, cannot reasonably be repaired or restored within a period of one hundred and eighty (180) days following commencement of such repair or restoration using standard working methods and procedures, or (iii) is not, or would not have been, covered by a standard fire and extended coverage insurance policy, or (iv) is compensable with insurance proceeds all or a significant portion of which is required to be paid to LANDLORD'S mortgagee in reduction of the indebtedness secured by any Mortgage encumbering the Tower or Tower Site, LANDLORD shall have the right and option, in its sole discretion, to terminate this Agreement upon the delivery of notice thereof to TENANT within

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ninety (90) days after the occurrence of such damage or destruction. If such notice is given, LANDLORD agrees to use its reasonable efforts to permit TENANT to place temporary transmission facilities at an alternative location acceptable to TENANT until such time as TENANT is able to secure a replacement transmission location for the Leased Property. LANDLORD further agrees to consider allowing TENANT to build a 315' foot tower on the Tower Site as a replacement location. If LANDLORD elects to rebuild the Tower, LANDLORD shall use its reasonable efforts to permit TENANT to place temporary transmission facilities at an alternative location acceptable to TENANT until such time as the rebuilding is completed. TENANT's rental payments shall be abated during the period, and to the extent, that TENANT's use of its Communications Facility is impaired. In any case, TENANT agrees that it will use its reasonable efforts to avoid interfering with LANDLORD's efforts to rebuild the Tower. If, for any reason, LANDLORD does not complete the rebuilding within two hundred and seventy (270) days after the occurrence of such damage or destruction, TENANT shall have the right and option, in its sole discretion, to terminate this Agreement upon the delivery of notice thereof to LANDLORD.

19. **Subordination.** LANDLORD shall use best efforts to obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this Section 19. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD shall use best efforts to obtain and furnish to TENANT, no later than thirty (30) days after the Commencement Date, a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

20. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may

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be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

21. **Hazardous Substances.** LANDLORD warrants, represents and agrees that (i) neither LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property, and (ii) LANDLORD will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials in, on, or under the Tower Site in violation of any law or regulation. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT agrees that it will not use, generate, store or dispose of any Hazardous Materials in, on, or under the Leased Property in violation of any law or regulation. To the extent permitted by Texas law, TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 21. This Agreement shall, in addition to any other right or remedy available hereunder or at law or equity, at the option of TENANT, terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Leased Property or LANDLORD's Surrounding Property through no fault of TENANT after TENANT takes possession of the Leased Property, and TENANT shall be entitled to a refund of all the consideration paid in advance to LANDLORD under this Agreement.

22. **Opportunity to Cure.**

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period following

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TENANT's receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following TENANT's receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time following TENANT's receipt of notice to cure the failure, provided that TENANT promptly commences curing the failure after receipt of the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after receipt of written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

23. **Waiver of Incidental and Consequential Damages.** In no event will the parties to this Agreement be liable to each other, or to any third party claiming through or on behalf of LANDLORD or TENANT, for any indirect, special, incidental or consequential damages, including without limitation, lost profits or revenues arising from breach of this Agreement or otherwise.

24. **Notices.** Except as otherwise provided herein, any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, or sent via certified or registered mail, with postage prepaid and return receipt requested, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given when delivered. Every notice, demand, or request hereunder shall be sent to the addresses listed below; provided, however that a party may change its address for notice purposes at any time by giving the other party written notice in accordance with this section.

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If to LANDLORD: Cingular Wireless
Mail Code GAN02.
Attn: Network Real Estate Administration
6100 Atlantic Blvd.
Norcross, GA 30071

Southwestern Bell Wireless, L.L.C. d/b/a Cingular Wireless
Attention: Real Estate Manager
18610 Blanco Road
San Antonio, Texas 78258

and

Southwestern Bell Wireless, L.L.C., d/b/a Cingular Wireless
17330 Preston Road, Suite 100A
Dallas, TX 75252
Attention: Legal Department

If to TENANT City of Austin
Attention: Regional Radio System
3600 Manor Road, Building 2048
Austin, Texas 78721
Telephone: (512) 974-3046
Facsimile (512) 974-7704

With a copy to:

City of Austin
LAW Department
114 West 7th Street, Fifth Floor
Austin, TX 78701
Telephone: (512) 974-2268
Facsimile (512) 974-2894

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

25. **Termination.**

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD and a lump sum

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payment to LANDLORD in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of LANDLORD a written cancellation of this Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LANDLORD, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LANDLORD shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LANDLORD written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LANDLORD shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LANDLORD of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LANDLORD to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LANDLORD, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LANDLORD; or

(iii) as otherwise provided in this Agreement.

26. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within one hundred eighty (180) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as

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received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

27. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

28. **Contractual Limitations Period.** No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

29. **RF Emissions.**

(a) TENANT shall have the right to place electromagnetic energy warning signs on or about the Leased Property and proximate to its Communications Facility and equipment and to restrict access to its Communications Facility so long as such warning signs are in compliance with applicable law.

(b) LANDLORD shall and shall require each Other Tenant to operate their respective equipment in compliance with all laws and regulations governing radio frequency energy emissions (the "**RF Emissions Regulations**"). LANDLORD agrees that it shall, and shall require all potential or actual Other Tenants that locate and operate transmitting equipment at the Tower Site to agree that if the Tower Site fails to meet the RF Emissions Regulations, or would fail by the addition or modification of the equipment at the Tower Site, to comply with the RF Emissions Regulations at any time during the term of this Agreement, then the existing or prospective Other Tenant at the Tower Site causing or who would cause such failure, shall promptly take commercially reasonable steps to bring the Tower Site into compliance, including

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preparation and filing of any required environmental assessments and modifications of its equipment.

30. **Security Interest.** It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

31. **Brokers/Agents.** LANDLORD and TENANT warrant to each other that they were represented in this transaction by ____ (no broker, agent, or other intermediary for LANDLORD) ____ and the City of Austin respectively and by no other real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

32. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

33. **Attorney's Fees.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

34. **Memorandum of Agreement.** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

35. **Surveys.** LANDLORD hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

36. **Confidentiality.** LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that, except as required by law, or an order of a court or regulatory agency of competent jurisdiction, the parties to this Agreement will not discuss the terms and

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conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by the same confidentiality requirements).

37. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

38. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the parties have executed this Tower Lease Agreement as of the day and year first above written.

TENANT: 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 authorized Project Manager

CITY OF AUSTIN, A TEXAS
HOME-RULE MUNICIPAL CORPORATION

BY: Toby Hammett-Estrell
NAME: Toby Hammett Estrell
TITLE: City Manager
DATE: August 7, 2002

LANDLORD: GTE MOBILNET OF AUSTIN LIMITED PARTNERSHIP,
D/B/A CINGULAR WIRELESS
BY ITS GENERAL PARTNER
SOUTHWESTERN BELL WIRELESS, L.L.C.

BY: [Signature]
NAME: PAUL THOMPSON
TITLE: DIRECTOR - SITE DEVELOPMENT
DATE: 8/23/02

Site Name: Bee Cave
Site No: 3535

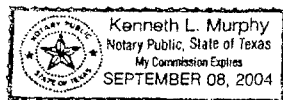
ACKNOWLEDGMENT FOR TENANT

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, KENNETH L. MURPHY the undersigned, a Notary Public for the State, personally appeared JOBY FUTRELL, who is the CITY MANAGER of the City of Austin, a home-rule municipal Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 9TH day of AUGUST, 2002.

NOTARY SEAL



Signature

Kenneth L. Murphy

My commission expires: 9/8/04

ACKNOWLEDGMENT FOR LANDLORD

STATE OF Texas
COUNTY OF Bexar

Before me, Charmain Sanchez the undersigned, a Notary Public for the State, personally appeared Paul Thompson, who is the Director-Site Dev. of GTE Mobilnet of Austin Limited Partnership d/b/a Cingular Wireless; is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 23 day of August, 2002.

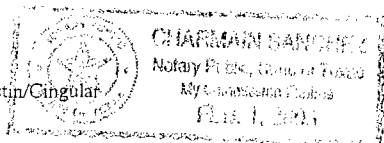
Signature

Charmain Sanchez

NOTARY SEAL

My commission expires: _____

TOWER LEASE-Austin/Cingular



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EXHIBIT "A"

Site Sketches

LEGEND

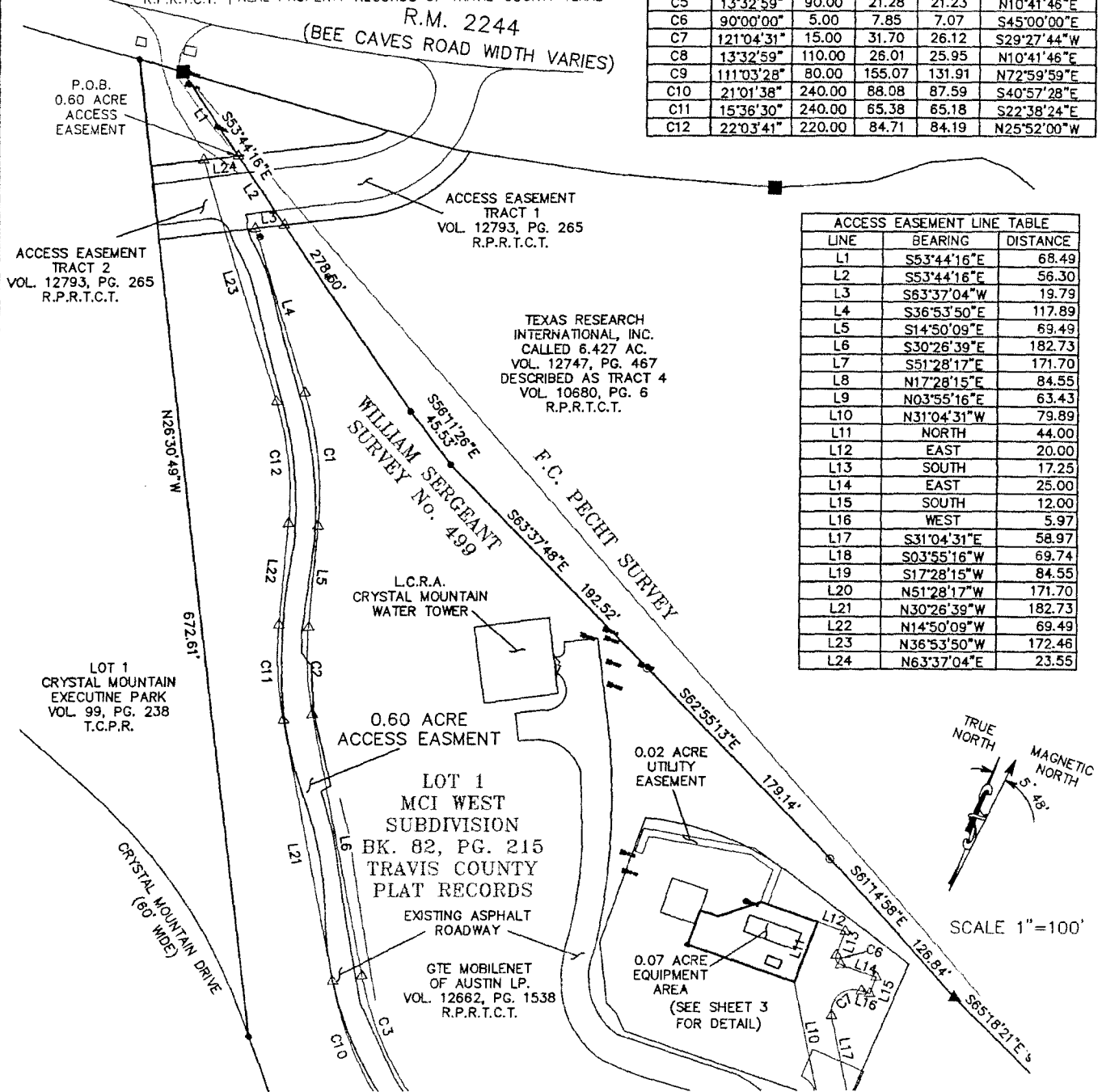
- 1/2" IRON ROD FOUND
- 1/2" IRON PIPE FOUND
- 1/2" IRON ROD W/YELLOW CAP SET
- △ CALCULATED CORNER
- TYPE II HIGHWAY MONUMENT FOUND
- ▲ 60D NAIL FOUND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS

ACCESS EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22°03'41"	240.00	92.41	91.84	N25°52'00"W
C2	15°36'30"	220.00	59.93	59.75	S22°38'24"E
C3	21°01'38"	220.00	80.74	80.29	S40°57'28"E
C4	111°03'28"	60.00	116.30	98.93	N72°59'59"E
C5	13°32'59"	90.00	21.28	21.23	N10°41'46"E
C6	90°00'00"	5.00	7.85	7.07	S45°00'00"E
C7	121°04'31"	15.00	31.70	26.12	S29°27'44"W
C8	13°32'59"	110.00	28.01	25.95	N10°41'46"E
C9	111°03'28"	80.00	155.07	131.91	N72°59'59"E
C10	21°01'38"	240.00	88.08	87.59	S40°57'28"E
C11	15°36'30"	240.00	65.38	65.18	S22°38'24"E
C12	22°03'41"	220.00	84.71	84.19	N25°52'00"W

ACCESS EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S53°44'16"E	68.49
L2	S53°44'16"E	56.30
L3	S63°37'04"W	19.79
L4	S36°53'50"E	117.89
L5	S14°50'09"E	69.49
L6	S30°26'39"E	182.73
L7	S51°28'17"E	171.70
L8	N17°28'15"E	84.55
L9	N03°55'16"E	63.43
L10	N31°04'31"W	79.89
L11	NORTH	44.00
L12	EAST	20.00
L13	SOUTH	17.25
L14	EAST	25.00
L15	SOUTH	12.00
L16	WEST	5.97
L17	S31°04'31"E	58.97
L18	S03°55'16"W	69.74
L19	S17°28'15"W	84.55
L20	N51°28'17"W	171.70
L21	N30°26'39"W	182.73
L22	N14°50'09"W	69.49
L23	N36°53'50"W	172.46
L24	N63°37'04"E	23.55



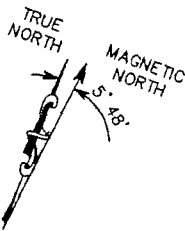
THIS TRACT LIES IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN PER FEMA MAP
PANEL No. 48453C0245 E DATED JUNE 16,1993.
ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
THIS SKETCH IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.

REVISED 04/23/02
SHEET 1 OF 3



MOTOROLA
CINGULAR
MCI WEST SUBDIVISION
TRAVIS COUNTY, TEXAS

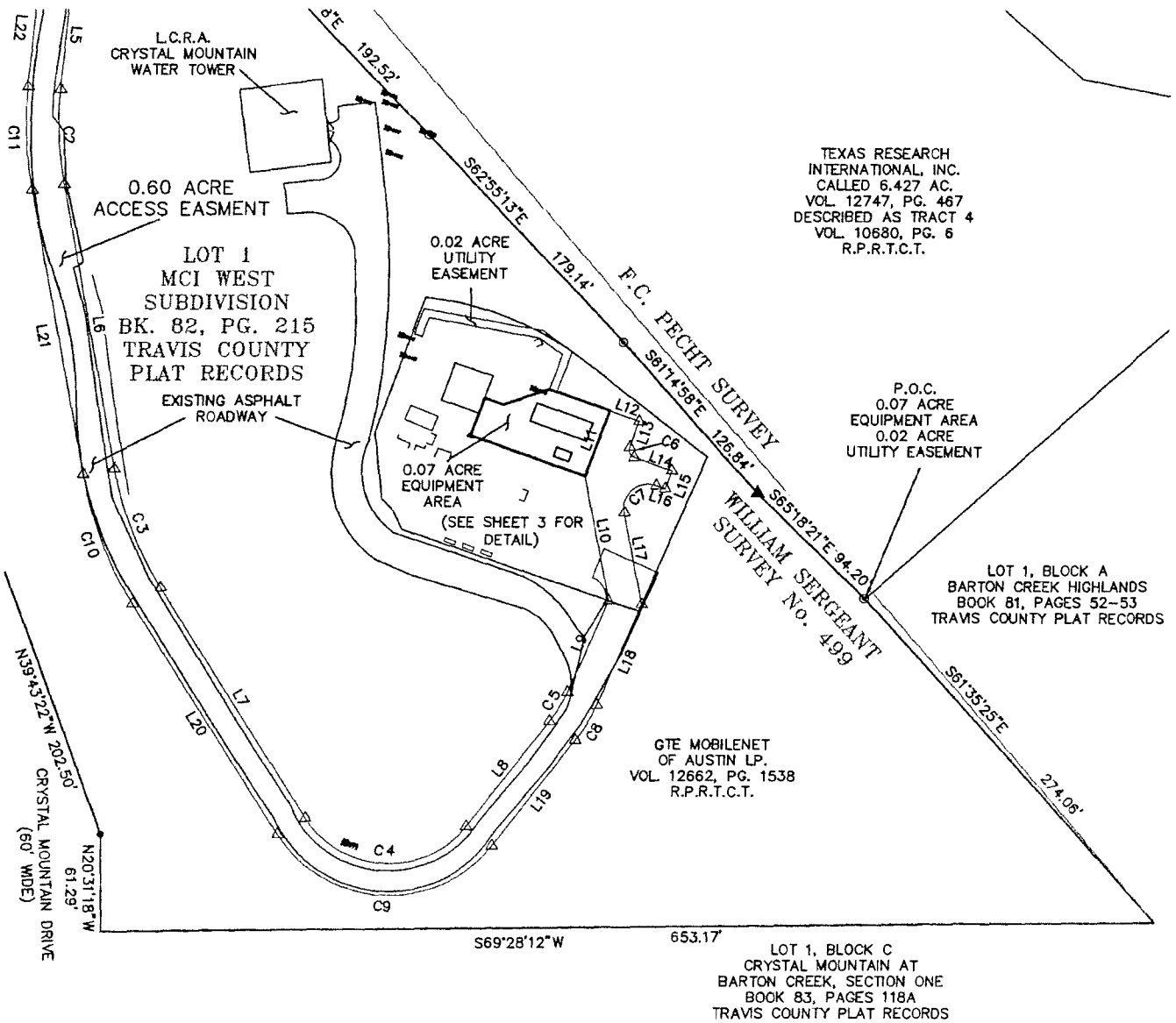
DRAWN BY:	P.C.	03/04/02
CHECKED BY:	G.E.B.	03/04/02
APPROVED BY:	G.E.B.	03/04/02
FILE: P:\COMMUNICATIONS\MOTOROLA-COA VS\		
BC-CINGULAR\FIELD\DWG\BC-CINGULAR.DWG		



SCALE 1"=100'

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON PIPE FOUND
- 1/2" IRON ROD W/YELLOW CAP SET
- △ CALCULATED CORNER
- TYPE II HIGHWAY MONUMENT FOUND
- ▲ 60D NAIL FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS



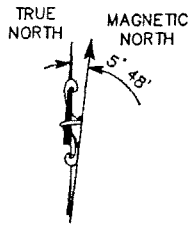
THIS TRACT LIES IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN PER FEMA MAP PANEL No. 48453C0245 E DATED JUNE 16,1993.
 ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
 THIS SKETCH IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.

REVISED 04/23/02
 SHEET 2 OF 3



MOTOROLA CINGULAR
MCI WEST SUBDIVISION
TRAVIS COUNTY, TEXAS

DRAWN BY:	P.C.	03/04/02
CHECKED BY:	G.E.B.	03/04/02
APPROVED BY:	G.E.B.	03/04/02
FILE: P:\COMMUNICATIONS\MOTOROLA-COA VS		
BC-CINGULAR\FIELD\DWG\BC-CINGULAR.DWG		

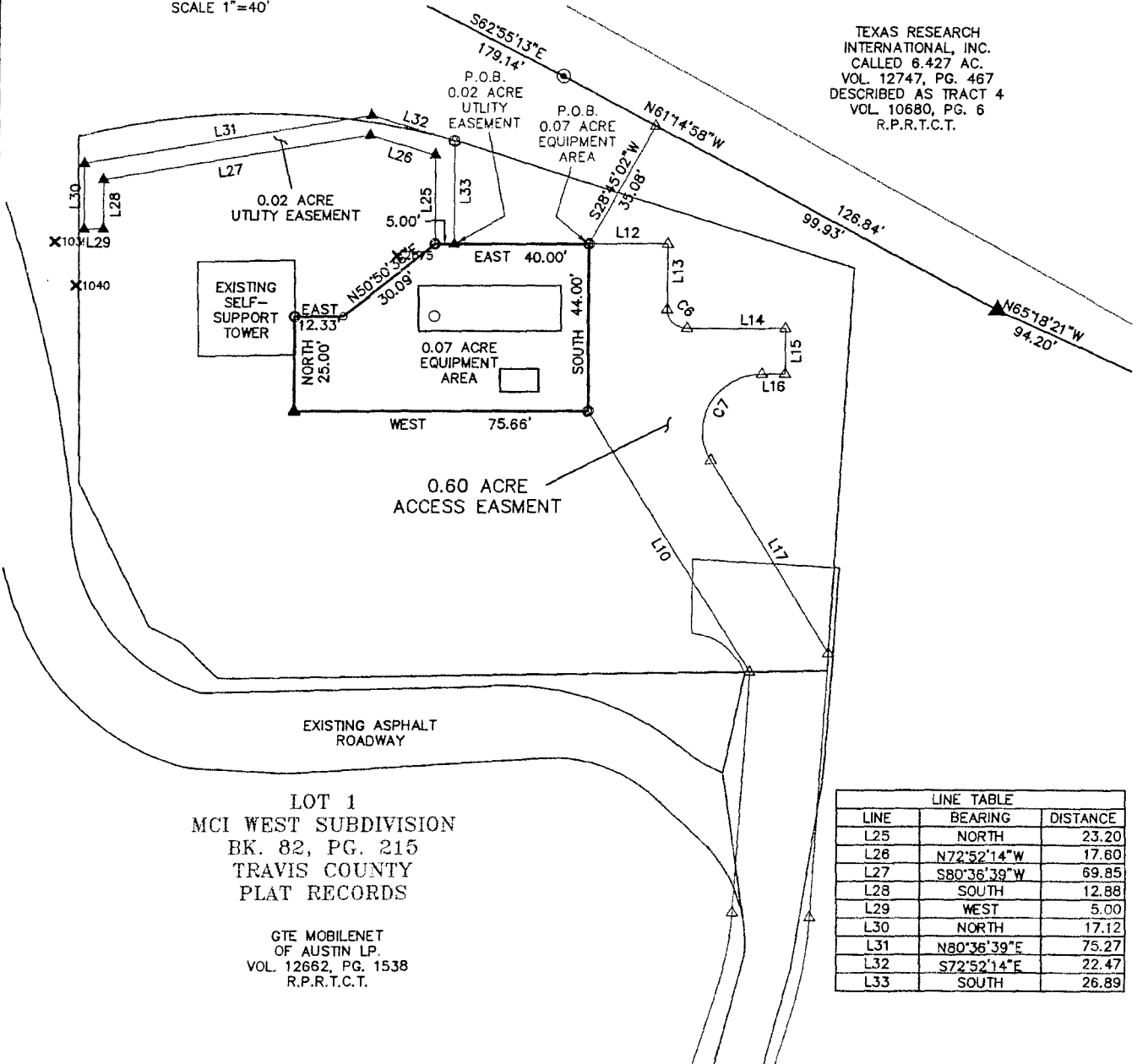


SCALE 1"=40'

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON PIPE FOUND
- 1/2" IRON ROD W/YELLOW CAP SET
- △ CALCULATED CORNER
- TYPE II HIGHWAY MONUMENT FOUND
- ▲ 60D NAIL FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS

TEXAS RESEARCH
INTERNATIONAL, INC.
CALLED 6.427 AC.
VOL. 12747, PG. 467
DESCRIBED AS TRACT 4
VOL. 10680, PG. 6
R.P.R.T.C.T.



LINE TABLE		
LINE	BEARING	DISTANCE
L25	NORTH	23.20
L26	N72°52'14"W	17.60
L27	S80°36'39"W	69.85
L28	SOUTH	12.88
L29	WEST	5.00
L30	NORTH	17.12
L31	N80°36'39"E	75.27
L32	S72°52'14"E	22.47
L33	SOUTH	26.89

THIS TRACT LIES IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN PER FEMA MAP
 PANEL No. 48453C0245 E DATED JUNE 16, 1993.
 ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NA083.
 THIS SKETCH IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.

REVISED 04/23/02
 SHEET 3 OF 3



MOTOROLA
 CINGULAR
 MCI WEST SUBDIVISION
 TRAVIS COUNTY, TEXAS

DRAWN BY:	P.C.	03/04/02
CHECKED BY:	G.E.B.	03/04/02
APPROVED BY:	G.E.B.	03/04/02
FILE: P:\COMMUNICATIONS\MOTOROLA-COA VS		
BC-CINGULAR\FIELD\DWG\BC-CINGULAR.DWG		

Site Name: Bee Cave
Site No: 3535

EXHIBIT "B"

Equipment Area Meets and Bounds

Access Easement Meets and Bounds

Utility Easement Meets and Bounds

**DESCRIPTION OF
EQUIPMENT AREA**

DESCRIPTION of a 0.07 acre tract of land located in Lot 1, MCI West Subdivision as recorded in Book 82, Page 215 of the Travis County Plat Records, said 0.07 acre tract being more fully described by metes and bounds as follows with attached sketch, with all bearings referenced to Texas State Plane Coordinate System Central Zone, Nad 83:

COMMENCING at a ½-inch iron pipe found for the most southerly corner of the Texas Research International, Inc. called 6.427 acre tract as recorded in Volume 12747, Page 467 of the Real Property Records of Travis County, Texas, the northwest corner of Lot 1, Block A of Barton Creek Highlands as recorded in Book 81, Pages 52-53 of the Travis County Plat Records, Travis County, Texas and an angle point in the northeasterly property line of said Lot 1, MCI West Subdivision, from which the southeast corner of said subdivision bears **S 61° 35' 25" E – 274.06 feet**;

THENCE N 65°18'21" W, along the southwesterly line of said Texas Research International, Inc. tract and the northeasterly line of said Lot 1, for a distance of **94.20** feet to a 60d nail found for an angle point;

THENCE N 61°14'58" W, continuing along the southwesterly line of said Texas Research International, Inc. tract and the northeasterly line of said Lot 1, for a distance of **99.93** feet to a point for corner;

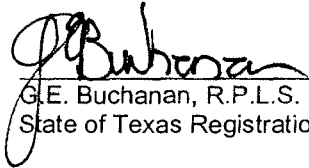
THENCE S 28°45'02" W, leaving the southwesterly line of said Texas Research International, Inc. tract and the northeasterly line of said Lot 1, crossing said Lot 1, for a distance of **35.08** feet to a ½-inch iron rod with yellow cap set for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

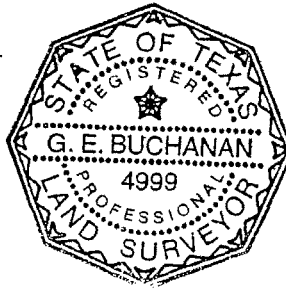
THENCE crossing said Lot 1 with the perimeter of the herein described tract, the following six (6) courses and distances:

1. **SOUTH**, for a distance of **44.00** feet to a ½-inch iron rod with yellow cap set for the southeast corner;
2. **WEST**, for a distance of **75.66** feet to a ½-inch iron rod with yellow cap set for the southwest corner;
3. **NORTH**, for a distance of **25.00** feet to a ½-inch iron rod with yellow cap set for the most westerly northwest corner;
4. **EAST**, for a distance of **12.33** feet to a ½-inch iron rod with yellow cap set for an interior corner;
5. **N 50°50'36" E**, for a distance of **30.09** feet to a ½-inch iron rod with yellow cap set for the most northerly northwest corner;

6. **EAST**, for a distance of 40.00 feet to the **POINT OF BEGINNING** and containing 0.07 acres (2873 square feet) of land.

I, G.E. Buchanan do hereby certify that the foregoing Legal Description and Sketch are based on a survey performed on the ground under my personal supervision and direction in February 2002 and that it is true and correct to the best of my knowledge and belief.


G.E. Buchanan, R.P.L.S.
State of Texas Registration No. 4999



Motorola
Barton Creek/Cingular
March 4, 2002

**DESCRIPTION OF
ACCESS EASEMENT**

DESCRIPTION of a 0.60 acre tract of land located in Lot 1, MCI West Subdivision as recorded in Book 82, Page 215 of the Travis County Plat Records, said 0.60 acre tract being more fully described by metes and bounds as follows with attached sketch, with all bearings referenced to Texas State Plane Coordinate System Central Zone, Nad 83:

COMMENCING at a Texas Department of Highway and Transportation Type II monument found in the southerly right-of-way line of R.M. 2244 for the northerly northeast corner of said Lot 1;

THENCE with the northeasterly line of said Lot 1, **S 53°44'16" E** for a distance of **68.49** feet to a calculated point for the **POINT OF BEGINNING** and the most northerly corner of the herein described tract;

THENCE continuing with the northeasterly line of said Lot 1, **S 53°44'16" E** for a distance of **56.30** feet to a calculated point for corner;

THENCE crossing said Lot 1 with the following thirteen (13) courses and distances:

1. **S 63°37'04" W** for a distance of **19.79** feet to a calculated point for corner;
2. **S 36°53'50" E** for a distance of **117.89** feet to a calculated point for the beginning of a curve to the right ;
3. with the arc of said curve to the right passing through a central angle of **22°03'41"**, said curve having a radius of **240.00** feet , a arc length of **92.41** feet, and a long chord bearing of **S 25°52'00" E** , for a distance of **91.84** feet to the end of said curve;
4. **S 14°50'09" E** for a distance of **69.49** feet to a calculated point for the beginning of a curve to the left ;
5. with the arc of said curve to the left passing through a central angle of **15°36'30"**, said curve having a radius of **220.00** feet , a arc length of **59.93** feet, and a long chord bearing of **S 22°38'24" E** , for a distance of **59.75** feet to the end of said curve;
6. **S 30°26'39" E** for a distance of **182.73** feet to a calculated point for the beginning of a curve to the left ;
7. with the arc of said curve to the left passing through a central angle of **21°01'38"**, said curve having a radius of **220.00** feet , a arc length of **80.74** feet, and a long chord bearing of **S 40°57'28" E** , for a distance of **80.29** feet to the end of said curve;
8. **S 51°28'17" E** for a distance of **171.70** feet to a calculated point for the beginning of a curve to the left ;
9. with the arc of said curve to the left passing through a central angle of **111°03'28"**, said curve having a radius of **60.00** feet , a arc length of **116.30** feet, and a long chord bearing of **N 72°59'59" E** , for a distance of **98.93** feet to the end of said curve;
10. **N 17°28'15" E** for a distance of **84.55** feet to a calculated point for the beginning of a curve to the left ;

11. with the arc of said curve to the left passing through a central angle of **13°32'59"**, said curve having a radius of **90.00** feet , a arc length of **21.28** feet, and a long chord bearing of **N 10°41'46" E** , for a distance of **21.23** feet to the end of said curve;

12. **N 03°55'16" E** for a distance of **63.43** feet to a calculated point for corner;

13. **N 31°04'31" W** for a distance of **79.89** feet to a calculated point and the southeast corner of a 0.06 acre equipment area;

THENCE NORTH, along the east line of said 0.06 acre equipment area, a distance of **44.00** feet to a calculated point, same being the northeast corner of said 0.06 acre equipment area;

THENCE EAST for a distance of **20.00** feet to a calculated point for corner;

THENCE SOUTH for a distance of **17.25** feet to a calculated point for the beginning of a curve to the left;

THENCE crossing said Lot 1 the following seventeen (17) courses and distances;

1. with the arc of said curve to the left passing through a central angle of **90°00'00"**, said curve having a radius of **5.00** feet , a arc length of **7.85** feet, and a long chord bearing of **S 45°00'00" E** , for a distance of **7.07** feet to a calculated point for corner;

2. **EAST** for a distance of **25.00** feet to a calculated point for corner;

3. **SOUTH** for a distance of **12.00** feet to a calculated point for corner;

4. **WEST** for a distance of **5.97** feet to a calculated point for the beginning of a curve to the left;

5. with the arc of said curve to the left passing through a central angle of **121°04'31"**, said curve having a radius of **15.00** feet , a arc length of **31.70** feet, and a long chord bearing of **S 29°27'44" W** , for a distance of **26.12** feet to a calculated point for the end of said curve;

6. **S 31°04'31" E** for a distance of **58.97** feet to a calculated point for corner;

7. **S 03°55'16" W** for a distance of **69.74** feet to a calculated point for the beginning of a curve to the right;

8. with the arc of said curve to the right passing through a central angle of **13°32'59"**, said curve having a radius of **110.00** feet , a arc length of **26.01** feet, and a long chord bearing of **S 10°41'46" W** , for a distance of **25.95** feet to a calculated point for the end of said curve;

9. **S 17°28'15" W** for a distance of **84.55** feet to a calculated point for the beginning of a curve to the right;

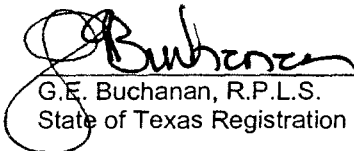
10. with the arc of said curve to the right passing through a central angle of **111°03'28"**, said curve having a radius of **80.00** feet , a arc length of **155.07** feet, and a long chord bearing of **S 72°59'59" W** , for a distance of **131.91** feet to a calculated point for the end of said curve;

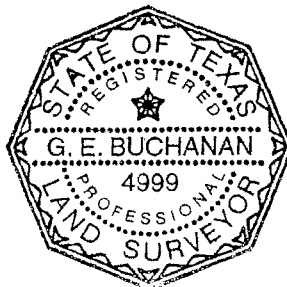
11. **N 51°28'17" W** for a distance of **171.70** feet to a calculated point for the beginning of a curve to the right;

12. with the arc of said curve to the right passing through a central angle of **21°01'38"**, said curve having a radius of **240.00** feet , a arc length of **88.08** feet, and a long chord bearing of **N 40°57'28" W** , for a distance of **87.59** feet to a calculated point for the end of said curve;
13. **N 30°26'39" W** for a distance of **182.73** feet to a calculated point for the beginning of a curve to the right;
14. with the arc of said curve to the right passing through a central angle of **15°36'30"**, said curve having a radius of **240.00** feet , a arc length of **65.38** feet, and a long chord bearing of **N 22°38'24" W** , for a distance of **65.18** feet to a calculated point for the end of said curve;
15. **N 14°50'09" W** for a distance of **69.49** feet to a calculated point for the beginning of a curve to the left;
16. with the arc of said curve to the left passing through a central angle of **22°03'41"**, said curve having a radius of **220.00** feet , a arc length of **84.71** feet, and a long chord bearing of **N 25°52'00" W** , for a distance of **84.19** feet to a calculated point for the end of said curve;
17. **N 36°53'50" W** for a distance of **172.46** feet to a calculated point for corner;

THENCE N 63°37'04" E for a distance of **23.55** feet to the **POINT OF BEGINNING** and containing 0.60 acres (26338 square feet) of land, together with a 50-foot Access Easement (known as Tract 1) as described in the Access and Utility Easement Agreement recorded in Volume 12793, Page 265 of the Real Property Records of Travis County, Texas.

I, G.E. Buchanan do hereby certify that the foregoing Legal Description and Sketch are based on a survey performed on the ground under my personal supervision and direction in February 2002 and that it is true and correct to the best of my knowledge and belief.


G.E. Buchanan, R.P.L.S.
State of Texas Registration No. 4999



**DESCRIPTION OF
UTILITY EASEMENT**

DESCRIPTION of a 0.02 acre tract of land located in Lot 1, MCI West Subdivision as recorded in Book 82, Page 215 of the Travis County Plat Records, said 0.02 acre tract being more fully described by metes and bounds as follows with attached sketch, with all bearings referenced to Texas State Plane Coordinate System Central Zone, Nad 83:

COMMENCING at a ½-inch iron pipe found for the most southerly corner of the Texas Research International, Inc. called 6.427 acre tract as recorded in Volume 12747, Page 467 of the Real Property Records of Travis County, Texas, the northwest corner of Lot 1, Block A of Barton Creek Highlands as recorded in Book 81, Pages 52-53 of the Travis County Plat Records, Travis County, Texas and an angle point in the northeasterly property line of said Lot 1, MCI West Subdivision, from which the southeast corner of said subdivision bears **S 61° 35' 25" E – 274.06 feet**;

THENCE N 65°18'21" W, along the southwesterly line of said Texas Research International, Inc. tract and the northeasterly line of said Lot 1, a distance of **94.20** feet to a 60d nail found for an angle point;

THENCE N 61°14'58" W, continuing along the southwesterly line of said Texas Research International, Inc. tract and the northeasterly line of said Lot 1, a distance of **99.93** feet to a point for corner;

THENCE S 28°45'02" W, leaving the southwesterly line of said Texas Research International, Inc. tract and the northeasterly line of said Lot 1, crossing said Lot 1, a distance of **35.08** feet to a ½-inch iron rod with yellow cap set for the northeast corner of a 0.06 acre Equipment Area;

THENCE with the north line of said Equipment Area, **West** for a distance of **35.00** feet to a calculated point for the **POINT OF BEGINNING** and the most easterly southeast corner of the herein described tract;

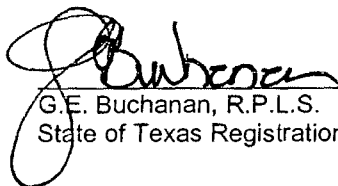
THENCE continuing with the north line of said Equipment Area, **West** for a distance of **5.00** feet to a ½-inch iron rod with yellow cap set for the most northerly northwest corner of said Equipment Area and the most easterly southwest corner of the herein described tract;

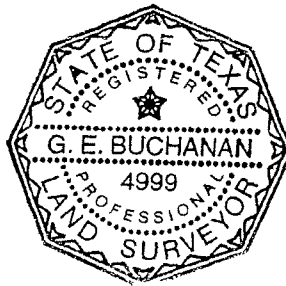
THENCE leaving the north line of said Equipment Area and crossing said Lot 1 with the perimeter of the herein described tract the following nine (9) courses and distances:

1. **North** for a distance of **23.20** feet to a calculated point for corner;
2. **N 72°52'14" W** for a distance of **17.60** feet to a calculated point for corner;
3. **S 80°36'39" W** for a distance of **69.85** feet to a calculated point for corner;
4. **South** for a distance of **12.88** feet to a calculated point for the most westerly southeast corner of the herein described tract;
5. **West** for a distance of **5.00** feet to a calculated point for the most westerly southwest corner of the herein described tract;

6. **North** for a distance of **17.12** feet to a calculated point for the northwest corner of the herein described tract;
7. **N 80°36'39" E** for a distance of **75.27** feet to a calculated point for the northeast corner of the herein described tract;
8. **S 72°52'14" E** for a distance of **22.47** feet to a calculated point for corner;
9. **South** for a distance of **26.89** feet to the **POINT OF BEGINNING** and containing 0.02 acres (663 square feet) of land, more or less.

I, G.E. Buchanan do hereby certify that the foregoing Legal Description and Sketch are based on a survey performed on the ground under my personal supervision and direction in February 2002 and that it is true and correct to the best of my knowledge and belief.


G.E. Buchanan, R.P.L.S.
State of Texas Registration No. 4999

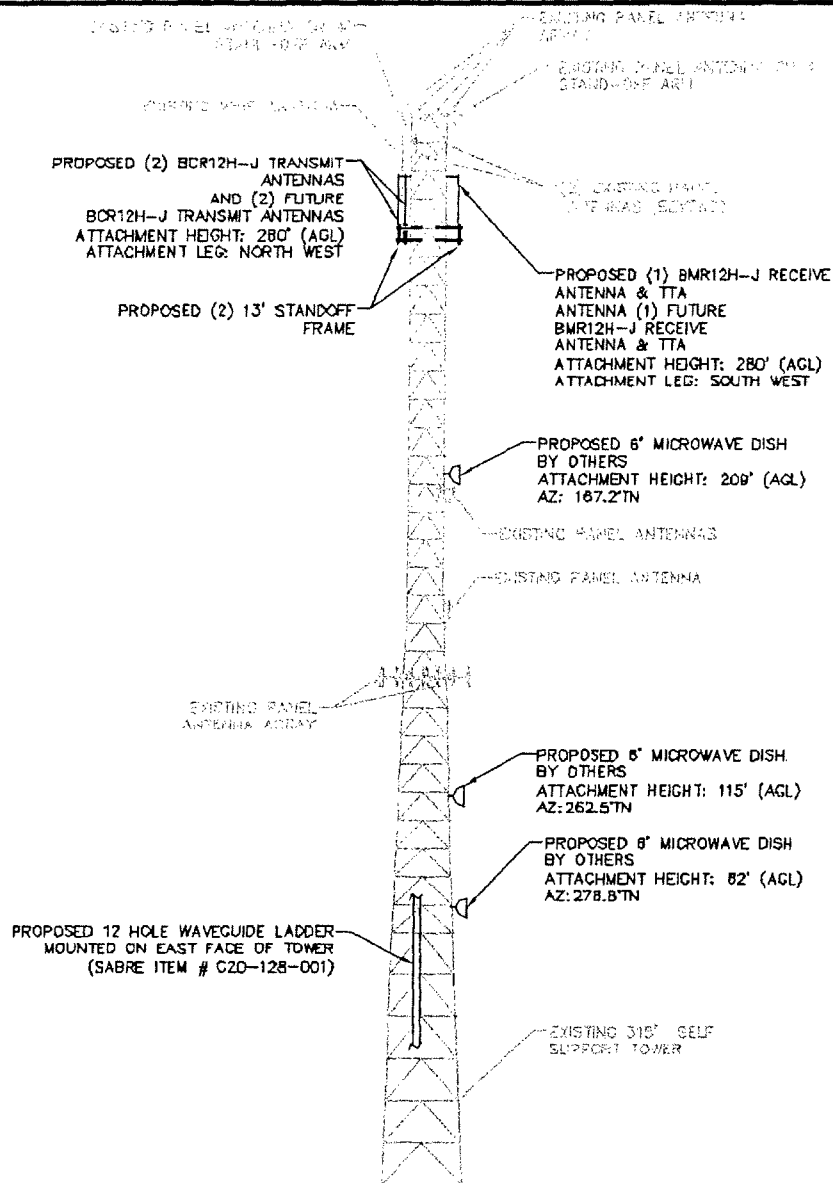


Site Name: Bee Cave
Site No: 3535

EXHIBIT "C"

Description of Tenant's Antenna Equipment

505 m-barton creek-AS.dwg P:\COMMUNICATIONS\Motorola - BSA VS.BC - Cingular\Cad\ BC/DWG 11x17 1-98 8/18/02 12:45 pm



WEST TOWER ELEVATION

SCALE: NTS

LABEL	ANTENNA	OWNER	ELEVATION	ANTENNA MOUNTING	ATTACHING LOCATION (FACE/LEG)
A	(4) DB567K	CINGULAR**	315'	(1) ANGLE MOUNT	WEST FACE
B	(2) DB874H105*	CINGULAR**	315'	(2) 4-FT STANDOFF MOUNT	SW LEG, NW LEG
C	(2) FS90-11-XXXX-2	CINGULAR**	306'	(2) DB5012	NE LEG, SE LEG
D	(1) ASP-685*	UNKNOWN	292'	(1) 24" STANDOFF MOUNT	NE LEG
E	(6) RV90-17-XXXX	VOICE STREAM	205'	(3) 10-FT SECTORIZED MOUNT	NE LEG, SW LEG, SE LEG
F	(1) FS90-11-XXXX-2	CINGULAR**	170'	(1) 4-FT STANDOFF MOUNT	SE LEG
G	(12) SC 9012-DIN	AT&T	150'	(3) 10-FT SECTORIZED MOUNT	NW LEG, SW LEG, SE LEG

*THE EXACT MAKE AND MODEL OF THESE ANTENNAS WAS NOT MAKE KNOWN TO CFX AS SUCH, ESTIMATES WERE MADE REGARDING THE EXAST ANTENNA MODEL

** THE OWNER SHOWN HAS NOT BEEN VERIFIED



FOR
INFORMATION
ONLY



MOTOROLA

BARTON CREEK
CINGULAR

SHEET 2 OF 2

SK1


RESOLUTION NO. 020509-73

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council authorizes the City Manager or designee to negotiate and execute a 15-year lease contract with Cingular Wireless, Inc., 18610 Blanco Road, San Antonio, Texas 78258, to lease access to, and space on, the Barton Creek Tower, located on Bee Cave Road, near the intersection of Bee Cave Road and Crystal Creek Drive, in an amount not to exceed \$218,400 with two five-year extension options in an amount not to exceed \$228,095, for a total contract amount not to exceed \$446,495; and further authorizes the City Manager or designee to enter into the agreement on such terms and conditions as may be reasonable, necessary or required.

ADOPTED: May 9, 2002

ATTEST:


Shirley A. Brown
City Clerk