

**Revocable License for
Use of Premises**

**STATE OF TEXAS §
 §
COUNTY OF NUECES §**

This premises license ("License") is entered into by and between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, and T-Mobile West LLC, a Delaware limited liability company ("Licensee").

In accordance with Article IX, Section 1, of the City's City Charter, the City by these presents does grant and convey to Licensee, for the term and upon the conditions stated in this License, a License for Use of Premises to allow the Licensee to locate and operate a temporary antenna facility ("Antenna Facilities") at Fire Station No. 16 on Mustang Island in full compliance and at all times subject to the Licensee's compliance with the conditions specified in this License.

The area in which the License is granted for the location of the Licensee's Antenna Facilities is depicted on **Exhibit "A"** (Location Map) and referred to in this License as the "License Area." The plans for the equipment including equipment dimensions are shown on **Exhibit "B"** (Plan View).

The City and Licensee agree as follows:

- A. This License, and the rights granted under the License, may be revoked at any time by the City upon providing the Licensee not less than 30 calendar days' notice in writing by the City Manager or designee ("City Manager").
- B. This License grants Licensee use of 5,600 square feet (70' x 80') tract of land on Fire Station No. 16 property located at 8185 State Highway 361 on Mustang Island.
- C. This License becomes effective upon the signature of the City Manager or designee and shall be for a term from March 1, 2022, to April 4, 2022. This license is void if not fully executed with copies provided to Licensee by the date of March 1, 2022.
- C. In consideration of the License herein granted, Licensee agrees to pay the City \$2,500 for this License.
- D. Upon termination or expiration of this License, the Licensee shall remove all equipment from the License Area. If Licensee fails to remove the temporary tower and all supporting equipment by the expiration date of this License, Licensee shall pay a storage fee to the City equal to the License fee.

- E. Upon termination or expiration of this License, the Licensee shall repair the License Area to its original condition. This includes repairing the ground to leave no ruts that will interfere with the mowing equipment. In the event Licensee fails to return the premises to its original condition, Licensee agrees that City may perform the repairs and invoice Licensee for the cost. Licensee shall pay all invoices within 30 days of receipt.
- F. This License may not be assigned by Licensee without the City Manager's written consent.
- G. The Licensee shall acquire and maintain at all times for the term of this License insurance coverage as shown in **Exhibit C** pertaining to the License Area granted under this License and the activities authorized by this License. The types of required insurance coverage's must be in the minimum amounts set forth in the attached **Exhibit C**, and the substantive content of **Exhibit C** being incorporated by reference into this License as if fully set out here in its entirety. The insurance policies must name the City as an additional insured and may not be canceled, renewed or materially changed by Licensee unless at least ten (10) days advance written notice has been provided to the City. Licensee shall provide copies of all insurance policies to the City's City Attorney.
- H. Should construction, installation, repair or replacement of the Antenna Facilities be deemed necessary by Licensee in the License Area, then schedules, plans and specifications for all proposed work shall be submitted in advance by the Licensee to the City Engineer for approval prior to installing any equipment. The plans must show the type of equipment, installation schedule, the location of installation, and planned maintenance or adjustments. The Licensee shall also comply with any other laws, rules, regulations, and ordinances that may be applicable, including obtaining all required permits.
- I. Prior to the start of any approved installation, Licensee shall require every contractor and subcontractor to provide a Certificate of Insurance reflecting insurance in coverage amounts as set forth in **Exhibit C**. Additionally, Licensee shall require their contractors and subcontractors to indemnify the City, its officers, officials, employees, representatives, agents, and invitees in the same manner that Licensee has provided indemnification to the City pursuant to this License.
- J. Licensee shall provide all necessary and proper safety devices to prevent injuries or accidents on the City's property.
- K. Any installation, operation and use of the License Area by Licensee shall not interfere with the operation of the City or any of its agents, contractors, or franchisees of any existing or future proposed uses. **Licensee shall insure that no damage is made to the irrigation/septic system located on the premises.**

- L. The Licensee shall not interconnect into any of the City networks or other infrastructure, including electric power.
- M. If, as determined by the City Manager, damage occurs to the License Area or to the public infrastructure or services due to the Licensee or its contractor's or agent's use of the License Area, then Licensee shall allow the City immediate access to the License Area to perform an assessment, make repairs or take any other action deemed necessary by the City. Determination of the extent of damage and repairs necessary to restore the premises or services shall be made by the City Director of Facilities or designee. All costs of the City associated with said damage and repair, including labor and materials, shall be paid by Licensee within 30 days of the City's invoice.
- N. Use of the License Area authorized by this License is strictly limited to the transmission and reception of radio communication signals and for the installation, maintenance, repair or replacement of the Antenna Facilities described and depicted in **Exhibit B**. Licensee shall keep and maintain the Antenna Facilities on the premises in commercially reasonable condition during the term of this License. Licensee shall have 24-hour access to the premises at all times during the terms of this License.
- O. **INDEMNIFICATION.** *By its acceptance of this license, the Licensee covenants and agrees fully to indemnify and hold harmless the City and the elected officials and officers and employees of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the City, directly or indirectly arising out of, resulting from or related to Licensee's activities under this license, including any acts or omissions of Licensee, and any respective agent, officer, director, representative, employee, consultant, or sub-licensee of Licensee, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this license, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defense of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties to this license and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Licensee shall promptly advise the City in writing of any claim or demand against the City or Licensee known to the Licensee related to or arising out of Licensee's activities under this license and shall see to the investigation and defense of the claim or demand at Licensee's cost. The City shall have the right, at its option and at its own expense, to participate in the defense without relieving Licensee of any of its obligations under this paragraph. The City shall*

cooperate with Licensee in the defense of all claims, proceedings, actions, and suits subject to this indemnification. This indemnification shall not extend to any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, or suit to the extent they directly or indirectly arise out of, result from or relate to the negligent or wrongful acts or omissions of City or its officers, agents, employees, representatives, consultants, or contractors. This indemnification survives the termination or expiration of this license.

- P. All signatories signing this License warrant and guarantee that they have the authority to act on behalf of the entity represented and make this License binding and enforceable by their signatures.
- Q. Unless otherwise stated in this License, any notice required or permitted to be given under this License must be in writing and sent by certified mail, return receipt requested to the following addresses:

If to Licensee: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

If to the City: City of Corpus Christi
Attn: Director of Engineering Services
P. O. Box 9277
Corpus Christi, TX 78469-9277

Any party shall, by notice to the others in accordance with the provisions of this paragraph, specify a different address or addressee for notice purposes within 10 days of any address change.

- R. This License shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created pursuant to this License are performable in Nueces County, Texas. Venue for all actions arising from, out of, or related to this License must be brought in Nueces County, Texas.
- S. The Licensee further agrees, in compliance with the City of Corpus Christi Ordinance No. 17112, to complete, as part of this License, the completed "Disclosure of Interests" form is attached and incorporated by reference into this License as **Exhibit D** as if set out here in their entirety.
- T. Licensee may be required to remove the Antenna Facilities within 24 hours' notice in the event of a storm situation. Licensee agrees that the City may

remove the Antenna Facilities at no liability to the City if Licensee fail to take action to remove the Antenna Facilities within 24 hours' notice.

- U. City reserves the right to require Licensee to relocate the Antenna Facilities at Licensee's sole cost upon reasonable notice when such relocation is deemed necessary by the City Manager or designee.
- V. This instrument, including exhibits, constitutes the entire License between the City and the Licensee, and no prior written, oral, or contemporaneous promises, warranties, or representations shall be binding upon any parties. This License may only be amended by written instrument signed by authorized representatives of the City and Licensee.

EXECUTED IN DUPLICATE this _____ day of _____, 2022.

T-Mobile West LLC

Date

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by
_____, on behalf of said Limited Liability Company.

Notary Public's Signature

ATTEST:

CITY OF CORPUS CHRISTI

City Secretary

By: _____
Jeff H. Edmonds, P.E.
Director of Engineering Services

Approved as to legal form: _____, 2022

Assistant City Attorney
for the City Attorney

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by Jeff H. Edmonds, P.E., Director of Engineering Services, of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public's Signature

EXHIBIT A - LOCATION FOR EQUIPMENT INSTALLATION

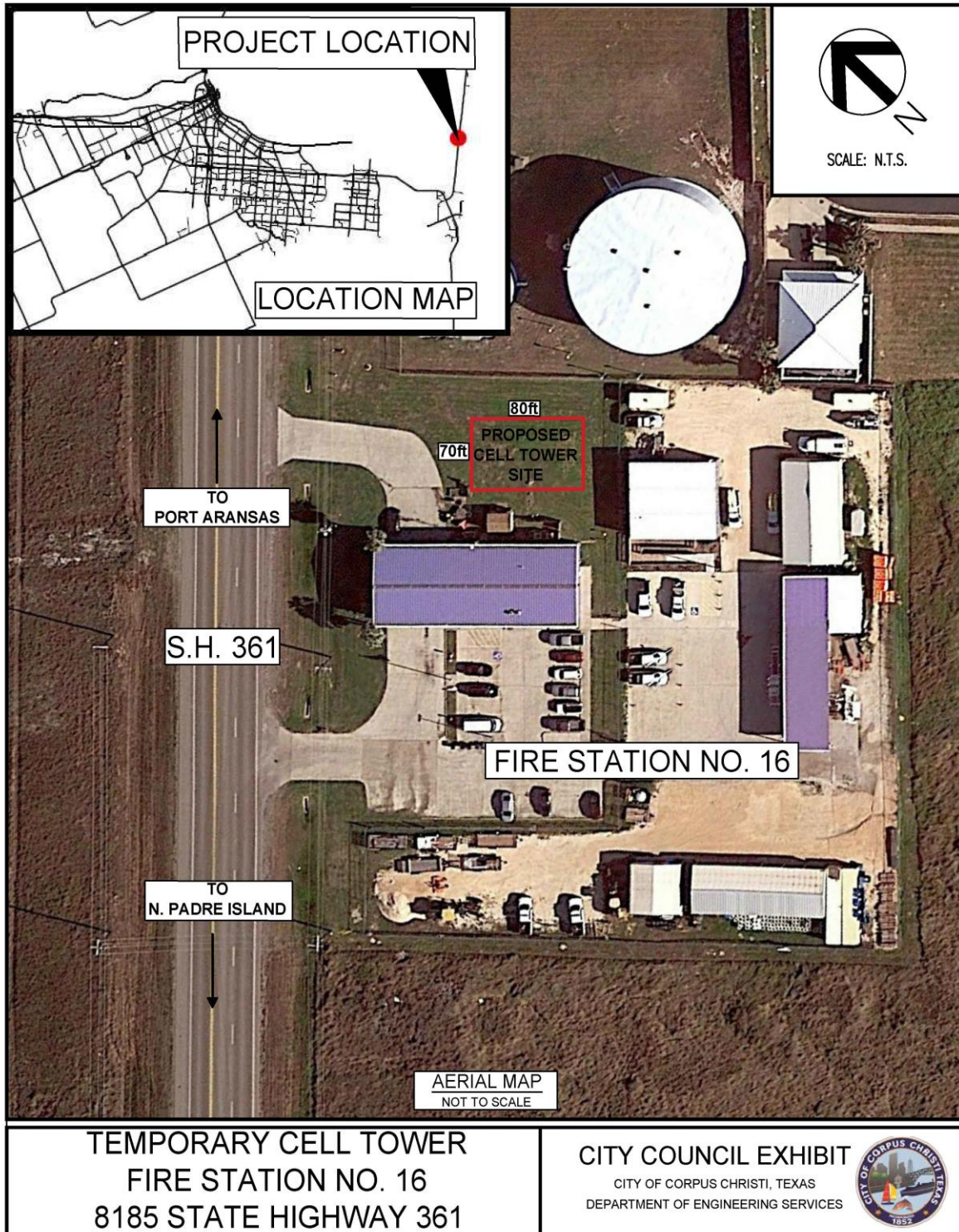


EXHIBIT B

PLAN VIEW SHOWING EQUIPMENT DIMENSIONS

EXHIBIT C

Insurance Requirements

1.1 Licensee must not commence performance under the License until all required insurance has been obtained and such insurance has been approved by the City.

1.2 Licensee must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General Liability policy, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Aggregate

1.3 In the event of accidents of any kind related to the License, Licensee must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Licensee shall obtain and maintain in full force and effect for the duration of the License, and any extension thereof, at Licensee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

1.5 Licensee is required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Licensee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- 1.6.1 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- 1.6.2 Provide 30 calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than 10 calendar days advance written notice for nonpayment of premium.

1.7 Within five calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Licensee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of the License.

1.8 Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's performance covered by the License.

1.9 It is agreed that Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

1.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



EXHIBIT D

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: _____

P. O. BOX: _____

STREET ADDRESS: _____ CITY: _____ ZIP: _____ -

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
 4. Association ☐ 5. Other ☐

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.