

First Amendment to Tower of the Americas Antenna License Agreement

(Carlos Lopez)

This First Amendment to Tower of the Americas Antenna License Agreement (Agreement) is between Carlos Lopez ("Licensee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the First Amendment.

1. Identifying Information

Licensee: Carlos Lopez

Licensee's Address: 514 Greenway Drive, Corpus Christie, Texas 78412

License: Purpose of operating and maintaining a radio broadcast translator and associated equipment at the Tower of the Americas.

Ordinance Authorizing Original License: 2012-03-01-0145

Ordinance Authorizing First Amendment:

Beginning of Renewal Term: March 1, 2017

Expiration of Renewal Term: February 28, 2022

2. Defined Terms

2.1. All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.

3. Renewal

3.1. The term of the Agreement is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Compensation

4.1. The license fee for the first year of the Renewal Term is \$25,842.11, and shall increase by a rate of three percent (3.00%) annually.

4.2. The license fee may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.2.1. 3/1/2017 – 2/28/2018: \$25,842.11/year or \$2,153.51/month.

- 4.2.2. 3/1/2018 – 2/28/2019: \$26,617.37/year or \$2,218.11/month.
- 4.2.3. 3/1/2019 – 2/28/2020: \$27,415.89/year or \$2,284.66/month.
- 4.2.4. 3/1/2020 – 2/28/2021: \$28,238.37/year or \$2,353.20/month.
- 4.2.5. 3/1/2021 – 2/28/2022: \$29,085.52/year or \$2,423.79/month.

5. No Default

5.1. Neither City nor Licensee is in default under the Agreement, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

6. Same Terms and Conditions

6.1. This renewal instrument is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of City and Licensee. City and Licensee reaffirm the Agreement as modified by this renewal instrument and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

7. Public Information

7.1. Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this instrument waives an otherwise applicable exception to disclosure.

Intentionally Blank

I

City

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Licensee

Carlos Lopez

By: _____

Printed Name and Title: Carlos Lopez

Date: 2-6-17

