NHR
2/11/16
Item No. 18

AN ORDINANCE 2016-02-11-0079

AUTHORIZING A JOINT USE AGREEMENT WITH TIME WARNER CABLE TEXAS, LLC FOR ACCESS TO THE WEST CARGO BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT TO PROVIDE CABLE AND INTERNET SERVICES TO TENANTS.

* * * * * *

WHEREAS, Time Warner Cable Texas, LLC (TWC) desires to offer internet and cable services to tenants at the West Cargo Building, located at 10000 John Saunders Road, at the San Antonio International Airport and has requested permission from the City of San Antonio to access the building and surrounding property to install connections for these services; and

WHEREAS, this Ordinance authorizes a Joint Use Agreement between the City and TWC for access to the designated areas shown in the Joint Use Agreement to provide internet and cable services, with TWC bearing all costs of installation and providing services; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of a Joint Use Agreement providing TWC access to the designated areas shown in the Joint Use Agreement in order to provide internet and cable services to tenants at the West Cargo Building at San Antonio International Airport, are hereby approved. The City Manager, or her designee, is authorized to execute the Agreement, a copy of which in substantially final form, is set out in **Attachment 1.**

SECTION 2. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 11th day of February, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

for

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**18 (in consent vote: 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11, 12, 13A, 13B, 14A, 14B, 14C, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32)**
Date:	02/11/2016
Time:	09:19:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a Joint Use Agreement with Time Warner Cable, LLC to allow access to buildings and property at the West Cargo Building at the San Antonio International Airport. [Carlos Contreras, Assistant City Manager; Noel T. Jones, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

Joint Use Agreement

Time Warner Cable – San Antonio International Airport

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1. Pertinent Information.

Authorizing Ordinance:

City:	City of San Antonio, Aviation Department
City's Address:	9800 Airport Boulevard, San Antonio, Texas 78216 (Attention: Aviation Director)
Joint User:	Time Warner Cable Texas LLC, a Texas Limited Liability Corporation d/b/a Time Warner Cable
Joint User's Address:	750 Canyon Road Coppell, Texas 75019
Term:	Indefinite duration subject to rights of termination set out in this agreement.
Premises:	The areas designated on Exhibits A-1 - A-2, Subject Property, attached hereto: Exhibit A-1, Field Notes, 479 square feet Exhibit A-2, Survey

Scope of Permission:	Installing, repairing, operating, replacing, and removing all necessary equipment, including lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes and facilities in order to install connection(s) for Requestor to provide cable television, multi-channel video programming, high-speed data, high-speed internet access, voiceover internet protocol, internet telephony, digital service, and other entertainment, data and telecommunications services of accommodating voice, data and video transmissions and/or telecommunications (the "Services") at the locations specified in agreement and as shown in the attached Exhibits B-1 through B-10.
Consideration:	Joint User's provision of Services for San Antonio International Airport tenants at the West Cargo Building, 10000 John Saunders Road.

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with operations at San Antonio International Airport, which remains the dominant use of the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a license defined by the terms of this instrument.

2.02. In determining placement of the cabling, Joint User must coordinate with City and place the cables only in a mutually agreeable location. After the cables are installed, Joint User must provide City, at Joint User's expense, an as-built survey of the cables, including field notes showing a 15-foot wide area centered on the center of the cables. The field notes will then become a part of this agreement as if originally a part thereof and will be the definitive description of the Premises.

2.03. City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of Permission.

2.04. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

3.03. After delivery of the as-built survey required above, a Memorandum of Permission, substantially in the form incorporated herein as **Exhibit C**, will be recorded by City in the Official Public Records of Real Property of Bexar County, Texas. Joint User is responsible for recording fees. The metes and bounds from the as-built survey will be Exhibit A to the Memorandum of Permission.

4. Construction, Maintenance, and Operations.

4.01. **Costs.** Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed by Joint User in the Premises (hereafter "Joint User's Responsibilities").

4.02. **No Liability.** City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity.

4.03. **Installation and Maintenance.** All cables (if any) must be buried to a depth satisfactory to City. In determining proper depth, City may consider expected future as well as present uses of the Premises. Aerial cables must be installed at heights in accordance with Federal Aviation Administration requirements. Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.04. **No Power to Bind.** Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.05. **Contractors and Subcontractors.** Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

4.06 **Restoration.** If Joint User buries any cables, promptly upon covering the cables, Joint User must restore the original contours and vegetation disturbed by the burial to a condition substantially equivalent to their pre-existing condition, substantial

equivalence to be determined by City. If an area has a natural appearance, Joint User must restore that natural appearance unless City otherwise agrees in writing. City's determination of natural appearance controls.

5. Insurance.

5.01. Without limiting City's rights to indemnity, Joint User must provide and maintain insurance, at its own expense, with companies admitted to do business in the State of Texas and with a rating of A- or better by A. M. Best and Company in the following types and amounts:

	Type	Amount
a.	Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory, with a waiver of subrogation in favor of City
b.	Employers' Liability during improvements to the Premises or an approved alternate plan at other periods during the Term.	$500,000 per category, with a waiver of subrogation in favor of City
c.	Commercial General (Public) Liability – to include coverage for the following where the exposure exists: (a) Premises/Operations (b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property (g) Broad Form Property Damage	For Bodily Injury and Property Damage: $1,000,000 per Occurrence, $2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.
d.	Property Insurance -- for physical damage to the property of Joint User including improvements and betterments to the Premises.	Coverage for a minimum of 80% of the actual cash value of the improvements.

Any substitute for Workers' Compensation and Employer's Liability must be approved in advance by City's Risk Manager.

5.02. City's Risk Manager may reasonably modify the requirements set forth above if he determines that such modification is in the City's best interest. If Joint User believes the requested change is unreasonable, Joint User has 60 days to give notice of termination. The termination provisions hereof then apply.

5.03. With respect to the above required insurance, each insurance policy required by this Permission must contain the following clauses:

"No insurance provided by Joint User can be canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

(a) City Clerk, City of San Antonio
City Hall/Military Plaza
P.O. Box 839966/2nd Floor, City Hall
San Antonio, Texas 78283-3966
Attention: Risk Manager

And

(b) Department of Aviation
City of San Antonio
9800 Airport Boulevard
San Antonio, Texas 78216
Attention: Aviation Director

"Any insurance provided by Joint User is primary to any insurance maintained by the City of San Antonio.

"Any insurance maintained by the City of San Antonio applies in excess of, not in contribution with, insurance provided by this policy."

5.04. Each insurance policy required by this Permission, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, must contain the following clause:

"The City Of San Antonio, its elected officials, employees, agents, and representatives are added as additional insureds."

5.05. Joint User must deliver to City, within 30 days after the Effective Date, endorsements to the above-required policies adding the applicable clauses referenced above. Such endorsements must be signed by an authorized representative of the insurance company and show the signatory's company affiliation and title. Joint User must deliver to City documentation acceptable to City confirming the authority of those signing the endorsements.

5.06. The Notices and Certificates of Insurance must be provided to the same addresses as for notice of cancelation or nonrenewal:

(a) City Clerk, City of San Antonio
P.O. Box 839966/2nd Floor, City Hall
San Antonio, Texas 78283-3966
Attn: Risk Manager

And

(b) Department of Aviation
City of San Antonio
9800 Airport Boulevard
San Antonio, Texas 78216
Attention: Aviation Director

5.07. This Permission does not limit Joint User's liability arising out of or related to the Premises or Joint User's activities thereon.

5.08. **Joint User waives all claims against City for injury to persons or property on or about the Premises, whether or not caused by City's negligence.**

6. Indemnity.

6.01. These definitions apply to the indemnity provisions of this agreement:

6.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, including attorneys' fees and court costs, directly or indirectly arising out of the acts or omissions of any person other than Indemnitees. Indemnified Claims include those arising from property damage and from personal or bodily injury, including death.

6.01.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

6.01.03. "Indemnitor" means Joint User.

6.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.

6.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-

adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.

6.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees.

6.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnitees, not Indemnitor.

6.06. In addition to the indemnity required under this agreement, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

6.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

6.08. Nothing in this agreement waives governmental immunity or other defenses of Indemnitees under applicable law.

6.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

7. Termination.

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with use of the Premises.

7.02. Upon expiration or termination, all rights and privileges cease, and Joint User must promptly cease use of the Premises. City will then reimburse Joint User for the reasonable costs of (A) removing existing facilities permitted by this agreement, (B) acquiring a new location for the facilities, up to a maximum of the fee charged by this agreement, and (C) installing replacement facilities in the new location.

7.03. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User.

7.04. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.05. If a Memorandum of Permission substantially in the form of Exhibit C is recorded in the real property records of the county in which the Premises are located and if the City Council does not terminate this agreement according to the terms of this article, upon City's sale of the Premises, Joint User's rights under this agreement become an easement in gross for the purposes described in the Scope of Permission.

8. Assignment.

This Permission cannot be assigned by Joint User.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Appropriations.

All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for an obligation arising under this agreement, the City cannot be required to fulfill the obligation.

12. Dispute Resolution.

12.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

12.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

12.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

12.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

12.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

12.06. Mediator fees must be borne equally.

12.07. The parties need not mediate before going to court to seek emergency injunctive relief.

13. Miscellaneous Provisions.

13.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

13.02. **Nondiscrimination.** As a party to this agreement, Joint User understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio

contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

13.03. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Aviation Department, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires City Council action.

13.04. **Severability**. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

13.05. **Successors**. This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

13.06. **Integration. This Written Permission Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

13.07. **Modification.** This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

13.08. **Third Party Beneficiaries**. This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

13.09. **Notices.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

13.10. **Captions.** Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

13.11. **Counterparts**. This Permission may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same

document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

13.12. **Further Assurances.** The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission.

14. Public Information.

Joint User 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.

In Witness Whereof, the parties have caused their representatives to set their hands..

City:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Joint User:

Time Warner Cable Texas LLC, a Delaware limited liability company d/b/a Time Warner Cable

By: [signature]

Printed Name: Paul Guillaume

Title: Manager, Market Development

Date: 1/13/16

Approved As To Form:

_____

City Attorney

Exhibit A

EXHIBIT A-1

ALAMO CONSULTING ENGINEERING AND SURVEYING, INC.
TEXAS FIRM REGISTRATION NUMBER: TBPE F-4490 & TBPLS 100076-00
4365 EAST EVANS RD., SAN ANTONIO, TX 78261
PHONE: (210)828-0691 FAX: (210)481-0832

FIELD NOTES
FOR 479 SQ.FT.

BEING 479 sq.ft. out of Lot 5, Block 1, San Antonio International Airport, Unit 1A as recorded in Volume 9549, Page 123 of the Deed and Plat Records of Bexar County, Texas, N.C.B. 16435 and also out of Lot 33 , Block 1, San Antonio International Airport, Unit 5 as recorded in Volume 9524, Page 74 of the Deed and Plat Records of Bexar County, Texas, N.C.B. 8645, Bexar County, Texas. Said 479 sq.ft. being more particularly described by metes and bounds as follows:

COMMENCING at an angle point on the north line of said Lot 5, Block 1, San Antonio International Airport, Unit 1A and on the south line of said Lot 33 , Block 1, San Antonio International Airport, Unit 5 also being on the west right of way line of John Saunders Road;

Thence N 86° 33' 35" E a distance of 60.25 feet for an angle point;

Thence N 86° 31' 43" E a distance of 295.78 feet for an angle point;

Thence N 76° 20' 48" E a distance of 52.28 feet to a 1/2" found iron rod for an angle point from which the southwest corner of this parcel bears S 83° 42' 24" E a distance of 122.70 feet;

BEGINNING at the southwest corner of this parcel;

Thence N 27° 57' 43" W a distance of 47.95 feet crossing the drainage easement of said Lot 33, Block 1, N.C.B. 8645 for the northwest corner of this parcel;

Thence N 86° 25' 27" E a distance of 10.98 feet for the northeast corner of this parcel;

Thence S 27° 57' 43" E a distance of 47.94 feet crossing back into said Lot 5, Block 1, N.C.B. 16435 to the face of a one story metal building for the southeast corner of this parcel;

Thence S 86° 21' 51" W a distance of 10.95 feet to the **POINT OF BEGINNING** and containing 479 sq.ft. of land, more or less, in Bexar County, Texas.
Plat of survey provided.

ALAMO CONSULTING ENGINEERING
& SURVEYING, INC.

Kevin Conroy, R.P.L.S. 4198
January 6, 2016
Job # 12854.08

STATE OF TEXAS
REGISTERED
KEVIN CONROY
4198
PROFESSIONAL
LAND SURVEYOR

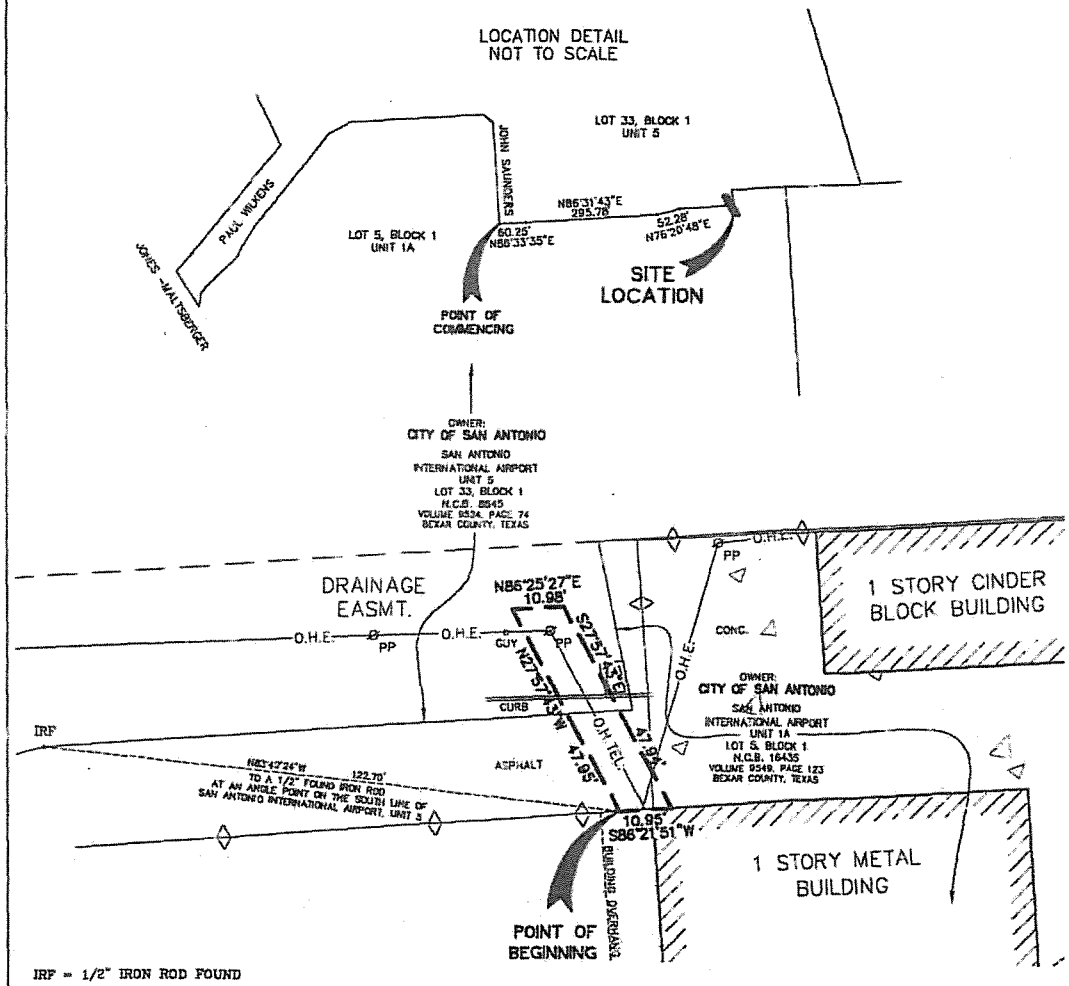
EXHIBIT A-2

LEGEND

O.H.E =OVER HEAD ELECTRIC
GUY =GUY WIRE
PP =POWERPOLE
=CHAINLINK FENCE
O.H.TEL. =OVER HEAD TELEPHONE

SCALE 1" = 30'

LOCATION DETAIL
NOT TO SCALE



IRF = 1/2" IRON ROD FOUND

BASIS OF BEARING IS SUBDIVISION PLAT – SAN ANTONIO INTERNATIONAL AIRPORT, UNIT 1A

STATE OF TEXAS
REGISTERED
KEVIN CONROY
4198
PROFESSIONAL
LAND SURVEYOR

BEING: 479 SQ.FT. OUT OF LOT 5, BLOCK 1, SAN ANTONIO INTERNATIONAL AIRPORT, UNIT 1A AS RECORDED IN VOLUME 9549, PAGE 123 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, N.C.B. 16435 AND ALSO OUT OF LOT 33, BLOCK 1, SAN ANTONIO INTERNATIONAL AIRPORT, UNIT 5 AS RECORDED IN VOLUME 9524, PAGE 74 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, N.C.B. 8645, BEXAR COUNTY, TEXAS.

THIS SURVEY WAS PREPARED WITHOUT THE USE OF A TITLE COMMITMENT. ALL CLEARLY VISIBLE EASEMENTS OR EASEMENTS THAT THE SURVEYOR WAS AWARE OF ARE SHOWN.

REFERENCE:
VOL. 9549, PG. 123 – PLAT – UNIT 1A
VOL. 9524, PG. 74 – PLAT – UNIT 5

ACES

ALAMO CONSULTING
ENGINEERING &
SURVEYING, INC.

4365 EAST EVANS RD.
SAN ANTONIO, TX. 78261
(210) 828-0691

FIRM REGISTRATION NUMBER:
TBPE F-4490 & TBPLS 100076-00

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION AND THIS DRAWING CONFORMS TO THE MINIMUM STANDARDS OF SURVEY PRACTICES AS SET OUT BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AS OF THIS DATE.

THIS 6TH DAY OF JANUARY, 2016 A.D.

KEVIN CONROY R.P.L.S. NO. 4198

JOB NO. 12854.08

Jan 07, 2016, 4:14pm ACESSN
File: F:\PROJECT\SURVEYS\12500\12854-TEXAS UTILITIES\12854.08 - TWC AIRPORT\dwg\FIELD.dwg

Exhibit B

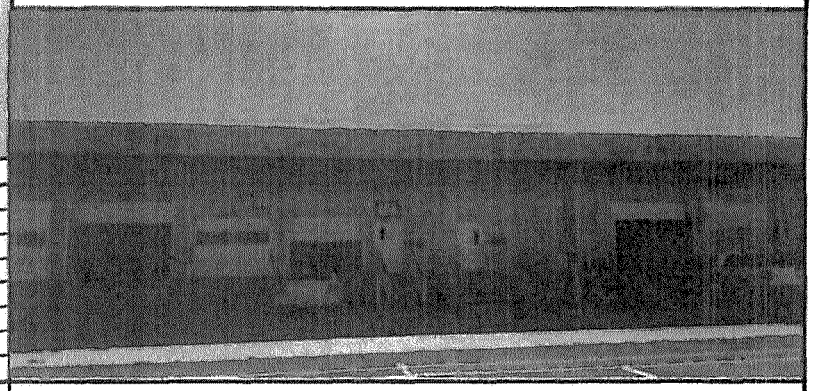
EXHIBIT B-1

TIME WARNER CABLE INC. SCOPE OF WORK

Project Info:

ADDRESS: 10000 John Saunders Rd SAN ANTONIO , TX 78216 LOB: 403
DOCSIS Commercial New Build TYPE: C
DOCKID:189996 CONST#: 641305 SITE SURVEY#: NA
POC:Scott Hagler/210-805-0049/shagler@naasinc.com
NODE/HUB:2031/2000 MAP:1798-2886
OU:SA
REC'D DATE:07/30/15
TECH NAME: Chris Colunga

Time Warner Cable®



LENGTH OF BLDG	840'
WIDTH OF BLDG	105
NUMBER OF STORIES	1
BUILDING EXTERIOR FINISH	brick
TWC EQUIPMENT LOCATION	front of building
IS POWER IN THE COMM ROOM	n/a
CORES REQUIRED TO ENTER BLDG	0
COMMON OR PRIVATE EQUIP ROOM	n/a

Project Description:

1. from powerpole feeding building 45' new coax arieal to building
2. set 200' emt
3. set jb and tap #1
4. set 200' emt
5. set jb and tap #2
6. set 200' emt
7. set jb and tap #3

Poc not onsite during walkout

EXHIBIT B-2

TIME WARNER CABLE INC. SCOPE OF WORK

Project Info:

ADDRESS: 10000 John Saunders Rd SAN ANTONIO, TX 78216
LOB: 403 DOCSIS Commercial New Build TYPE: C
DOCKID: 189996 CONST#: 641305 SITE SURVEY#: NA
POC:Scott Hagler/210-805-0049/shagler@naasinc.com
NODE/HUB:2031/2000 MAP:1798-2886
OU:SA
REC'D DATE:07/30/15
TECH NAME: Chris Colunga

Time Warner Cable®

TOTAL UNITS	
PROJECTED OCCUPANCY DATE	
TIME TO COMPLETE PROJECT	
UNITS TO COMPLETE PER MONTH	
INTERIOR COST ESTIMATE	
EXTERNAL COST ESTIMATE	

AREAS OF RESPONSIBILITY

RESPONSIBILITY	INTERNAL WIRING			INTERNAL WIRING FINISH OUT						
	COAX (RG-6)	CAT-5e	PHONE (TWISTED PAIR)	TAG	TONE	TRIM OUT (FITTINGS, WALL PLATES, WALL JUNCTION BOX, AND SPLITTERS ALL CONNECTED)	SOHO\SUTTLE BOX	ELEC. FOR SOHO\ SUTTLE BOX	MUD BOX	LOCKBOX IN COMM ROOM
TWC	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
DEVELOPER\OWNER	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
QUANTITY OF EACH										

RESPONSIBILITY	EXTERNAL ACCESS TO PROPERTY				EXTERNAL PLANT					
	JOINT TRENCH	WHO PAYS FOR CATV PIPE?	IS DROP PIPE TO BE USED ON THIS PROJECT (3/4" PVC)	WHO PAYS FOR DROP PIPE?	COAX	FIBER	PEDESTALS	VAULTS	MANHOLES	EXTERIOR LOCKBOXES
TWC		☐	☐	☐	☐	☐	☐	☐	☐	☐
DEVELOPER\OWNER		☐	☐	☐	☐	☐	☐	☐	☐	☐
QUANTITY OF EACH										

RESPONSIBILITY	NON-TYPICAL ADDITIONS									
	WIFI HOTSPOTS	FIBER RACKS	PATCH PANNELS	ELECTRICAL OUTLET	CHANNEL INSERTION	NUMBER OF FILTERS\MODULATORS FOR CHANNEL INSERTION	GATE CAMERAS			
TWC	☐	☐	☐	☐	☐		☐	☐	☐	☐
DEVELOPER\OWNER	☐	☐	☐	☐	☐		☐	☐	☐	☐
QUANTITY OF EACH										

EXHIBIT B-3

TIME WARNER CABLE INC. SCOPE OF WORK

SOW GENERAL INFORMATION	
DOCK #	189996

TYPICAL EQUIPMENT SPECS

ALTOS LITE GEL-FREE SINGLE JACKET / SINGLE ARMORED FIBER - 12 TO 288 ENHANCED		PIII - 625 CA 75 Ohm Coaxial Cable		
COUNT	NOMINAL OUTER DIA MM (IN)	Nominal Diameter		Impedance
12-72 CT	12.1MM - 0.48IN	0.565"	14.35 mm	75 + or - 2 Ohms
228-288 CT	20.0MM - 0.79 IN			

POWERING REQUIRMENTS	
Device	Amp Draw per Spec
Node	1.03
Power Supply	0.74
Line Extender	0.7
Mini Bridger	0.84
BTD	1.03
TYPICAL 120 v OUTLET SLOT AT MAIN LOCATION IF REQUIRED	

EQUIPMENT DIMENSIONS FOR SPACE REQUIRMENTS	
Device	Dimension (Approx) HxWxD
Node	14"x16"x10"
Mini Bridger	15.5"x9.5"x5.5"
Line Extender	10.5"x7.5"x4.5"
Splitter	6"x4.5"x3.5"
Tap (8 port)	6"x5"x3"
Power Supply (Baby Alpha)	8.8"x15"x13"
Swing Rack	24"x22"x20"
Fiber Splice Case	19"x6" DIA
Fiber Termination Panel (within rack)	1.75"x17"x13.5"
ME3400 12CS (within rack)	1.7"x17.5"x9.3"

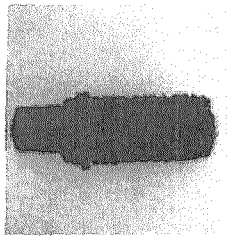
NOTE: ABOVE ARE TYPICAL EQUIPMENT MEASUREMENTS, HOWEVER CABLE ENTERING AND EXISTING THE EQUIPMENT MAKE THE SPACE REQUIRMENTS LARGER. TYPICALLY THE SMALLER PIECES ARE MOUNTED TO A 2' X 2' X 3/4" BACK BOARD WHILE LARGER EQUIPMENT OR LOCATIONS OF MULTIPLE EQUIPMENT MAY BE ON A 4' X 4' X 3/4" BACK BOARD. VISUAL EXAMPLES OF EQUIPMENT ARE BELOW.

Time Warner Cable®

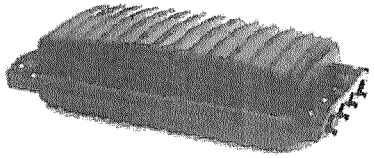
EXHIBIT B-4

TIME WARNER CABLE INC. SCOPE OF WORK

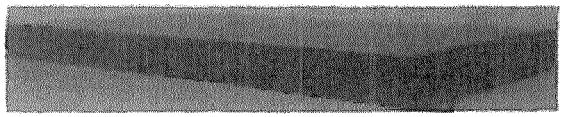
Time Warner Cable®



TYCO FIBER SPLICE



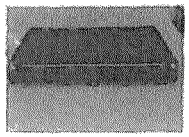
3M FIBER SPLICE



PATCH PANEL

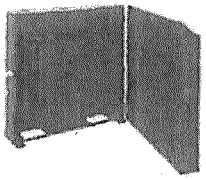
TYPICAL FIBER EQUIPMENT

PATCH PANEL

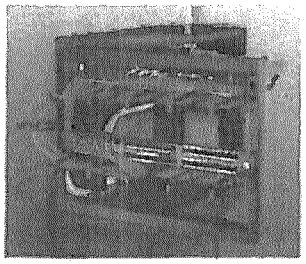


Vertical Panel Mount

WALL MOUNT LOCKING RACK



SWING RACK



FIXED RACK

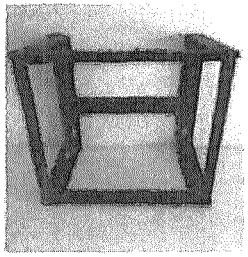
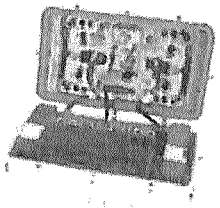


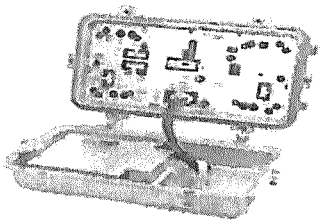
EXHIBIT B-5

TIME WARNER CABLE INC. SCOPE OF WORK

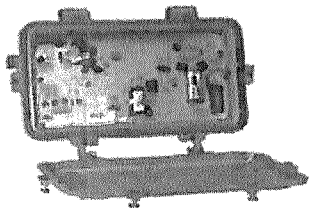
Time Warner Cable®



Node -Converts Light to RF



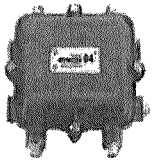
Amplifier-Amplifies RF Signal



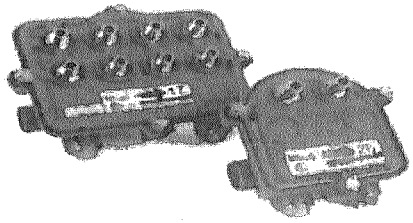
Line Extender- Amplifies RF Signal

TYPICAL COAX EQUIPMENT

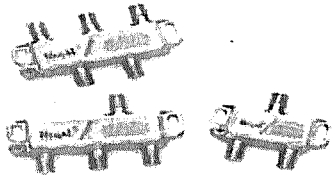
Directional Coupler\Spliter



Taps



Drop Spliters



RG-6 - Drop Cable

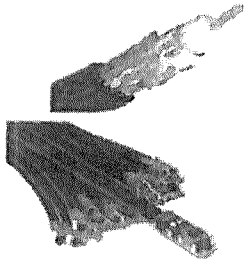
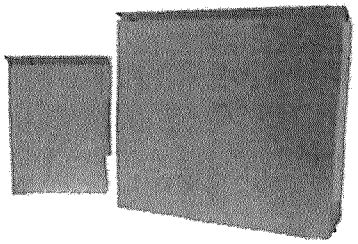


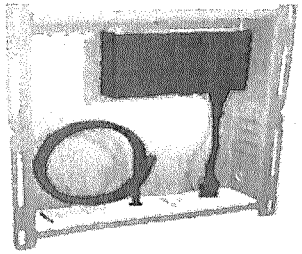
EXHIBIT B-6

TIME WARNER CABLE INC. SCOPE OF WORK

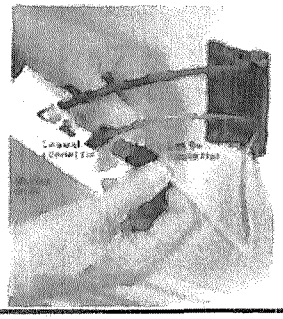
Time Warner Cable®



Lock Boxes



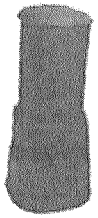
In Wall Distribution Box



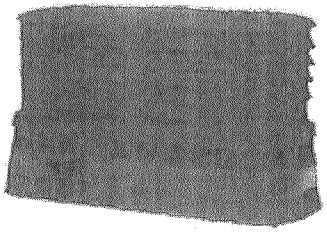
Wall Plate w/ Cat 5e and RG-6

TYPICAL COAX ENCLOSURES

Pedestal



Amplifier Enclosures



Fiber\Node Enclosure

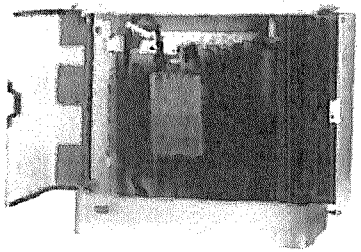


EXHIBIT B-7

TIME WARNER CABLE INC. SCOPE OF WORK

Time Warner Cable®

SOW OVERALL	
DOCK #	

PROPOSED ROUTE FROM ROW INTO BUILDING EQUIPMENT LOCATION

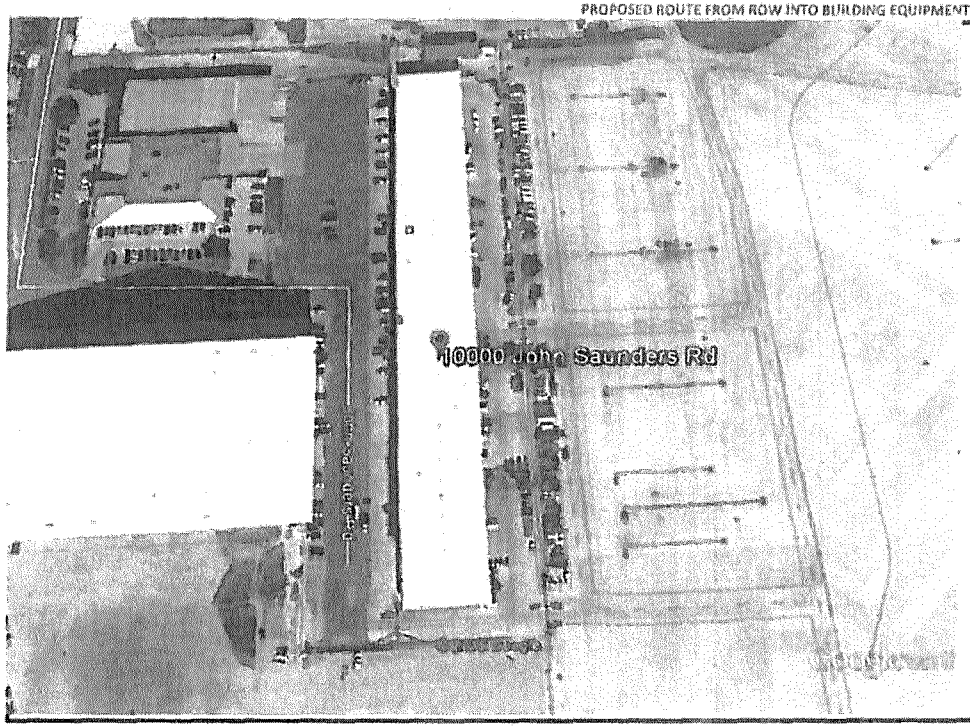


EXHIBIT B-8

TIME WARNER CABLE INC. SCOPE OF WORK

Time Warner Cable®

SOW PICTURES	
DOCK #	

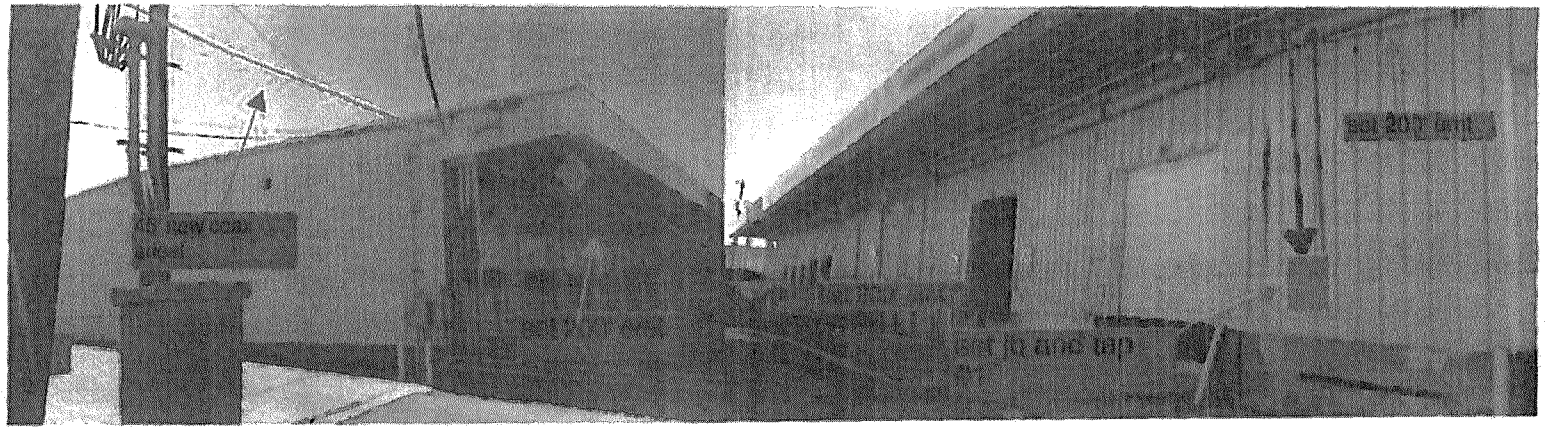


EXHIBIT B-9

TIME WARNER CABLE INC. SCOPE OF WORK

Time Warner Cable®

SOW PICTURES	
DOCK #	

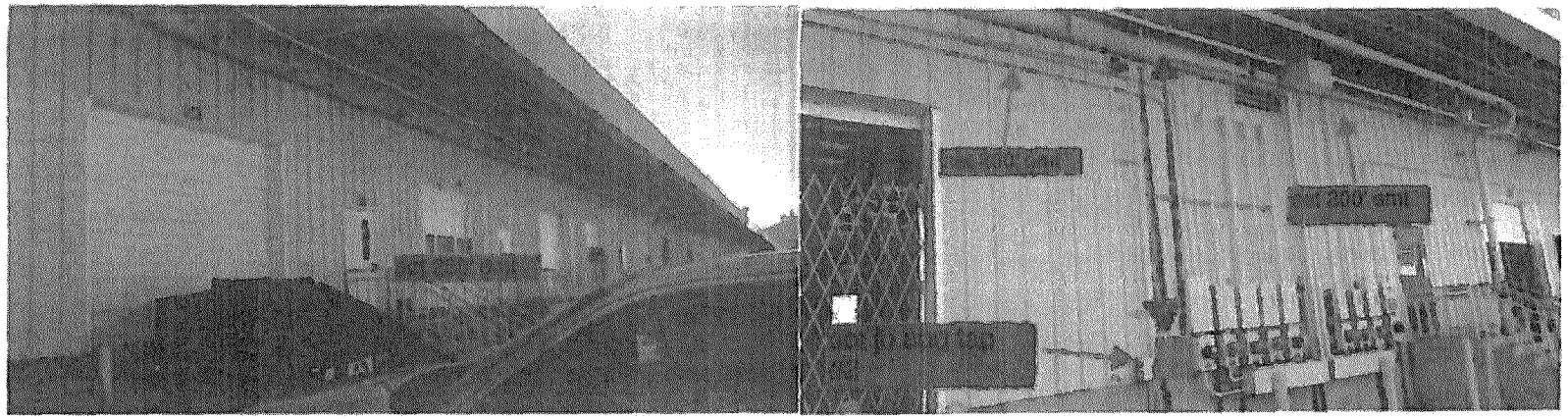


EXHIBIT B-10

TIME WARNER CABLE INC. SCOPE OF WORK

Time Warner Cable®

SOW PICTURES	
DOCK #	

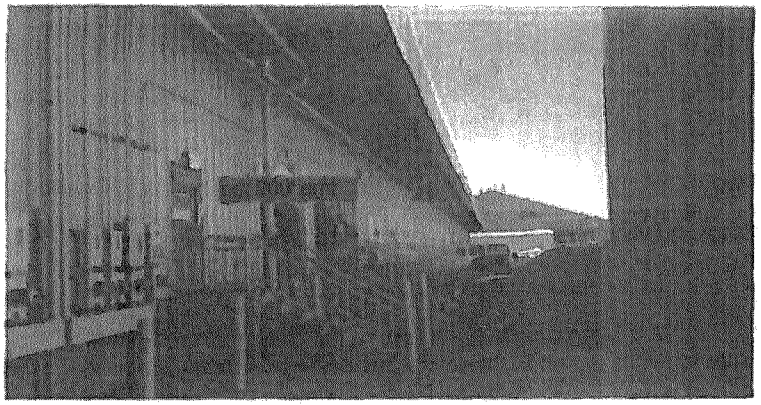


Exhibit C

Recordable Memorandum of Joint Use Agreement

(Joint Use Agreement)

Effective Date:	The effective date of the Authorizing Ordinance
Authorizing Ordinance:	
City:	City of San Antonio
City's Address:	9800 Airport Boulevard, San Antonio, Texas 78216 (Attention: Aviation Director)
Joint User:	Time Warner Cable Texas LLC, a Delaware limited liability compnay d/b/a Time Warner Cable
Joint User's Address:	750 Canyon Road Coppell, Texas 75019
Premises:	The areas designated on Exhibits A-1 - A-2, Subject Property, attached hereto: Exhibit A-1, Field Notes, 479 square feet Exhibit A-2, Survey
	Installing, repairing, operating, replacing, and removing all necessary equipment, including lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes and facilities in order to install two connections for Requestor to provide cable television, multi-channel video programming, high-speed data, high-speed internet access, voiceover internet protocol, internet telephony, digital service, and other entertainment, data and telecommunications services of accommodating voice, data and video transmissions and/or telecommunications (the "Services") at the locations specified in this agreement.

City has given permission to Joint User according to the Scope of Permission on the Premises according to the terms of a Joint Use Agreement effective as of the Effective Date. The terms and conditions of the permission may be ascertained by referring to the Joint Use Agreement.

This memorandum is executed and recorded under paragraph 3.03 of the Joint Use Agreement.

In Witness Whereof, the parties have caused their representatives to set their hands:

City:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Joint User:

Time Warner Cable Texas LLC, a Delaware limited liability company d/b/a Time Warner Cable

By: [signature]

Printed Name: Paul Guillaume

Title: Manager, Market Development

Date: 1/13/16

Attest:

_____

City Clerk

Approved As To Form:

_____

City Attorney

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

_____
Notary Public, State of Texas

My Commission expires:_____

THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on this date by Paul Guillaume of Time Warner Cable Texas LLC, a Delaware limited liability company d/b/a Time Warner Cable, in the capacity therein stated ~~and on~~ behalf of such limited liability company.

DEBI WORTHINGTON
MY COMMISSION EXPIRES
June 19, 2017

_____
Notary Public, State of Texas

My Commission expires: 6/19/2017

Exhibit A to Recordable Memorandum of Joint Use Agreement