

AN ORDINANCE 2013-08-15-0544

AUTHORIZING THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT TO ENTER INTO A TEMPORARY LICENSE AGREEMENT TO ALLOW VERIZON WIRELESS TO CONDUCT A PILOT TO TEST THE INSTALLATION OF SMALL CELL ANTENNAS AT TWO LOCATIONS IN THE DOWNTOWN AREA ON CITY-OWNED STRUCTURES.

* * * * *

WHEREAS, pursuant to section 137 of the San Antonio City Charter, the City Council may grant a temporary license for the use of City of San Antonio (“City”) property and rights-of-way for a period not to exceed one (1) year; and

WHEREAS, the City and San Antonio MTA, L.P. d/b/a Verizon Wireless (“Verizon”) have negotiated two temporary license agreements to install small cell antennas at two downtown locations on City-owned structures – the first site is the Clock Tower located on the 200th block of Crockett Street across the Riverwalk from La Mansion Hotel, and the second site is the under-side of the Convention Center Walkway over the Riverwalk extension near Market Street; and

WHEREAS, the Temporary License Agreement for the Crockett Street Clock Tower Installation is attached as Exhibit A, and the Temporary License Agreement for the Convention Center Installation is attached as Exhibit B (collectively referred to as the “Agreements”); and

WHEREAS, the Agreements would grant Verizon temporary licenses of one year each during which Verizon may access municipal rights-of-way within the immediate vicinity of each site, install small cell antennas and related equipment on city-owned structures, and access electricity from city meters to run the equipment; and

WHEREAS, Verizon has identified multiple locations throughout San Antonio where it is experiencing poor broadband coverage, including areas in downtown that will be addressed by the two small cell antenna installations, and wishes to negotiate a long-term master agreement with the City under which Verizon would have access to City traffic infrastructure and other city-owned facilities throughout the City for the purpose of future small cell antenna installations; and

WHEREAS, the results of this pilot test will yield important information concerning potential interference, intrusions into the right-of-way, access to necessary utilities, and other concerns that will assist the parties in negotiating a master agreement; and

WHEREAS, it is the intent of Verizon that these two small cell antenna installations will be incorporated into the proposed master agreement with the City within the term of the Agreements; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the two temporary license agreements as they appear in Exhibits A and B are hereby approved. A copy of the Temporary License Agreement for the Crocket Street Clock Tower Installation has been executed by Verizon and is attached hereto and made a part of this Ordinance as **Exhibit A**. A copy of the Temporary License Agreement for the Convention Center Installation has been executed by Verizon and is attached hereto and made a part of this Ordinance as **Exhibit B**.

SECTION 2. The City Manager or her designee is hereby authorized to execute the Agreements any and all documents necessary to fulfill the purpose and intent of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon the unanimous vote of the City Council or within ten days following approval by majority vote.

PASSED AND APPROVED, this 15th day of August 2013.



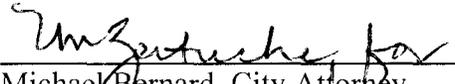
M A Y O R
Julián Castro

ATTEST:

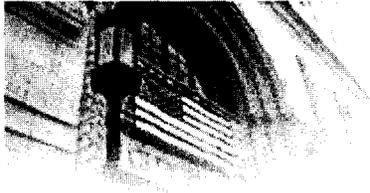


Lenicia M. Vacek, City Clerk

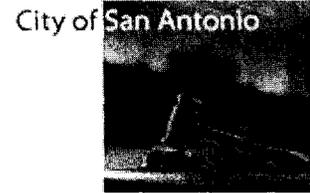
APPROVED AS TO FORM:



Michael Bernard, City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 21

Name:	5, 6, 7, 8, 10, 11, 12, 13, 14, 18, 19, 21, 23, 24						
Date:	08/15/2013						
Time:	09:30:16 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the Information Technology Services Department to enter into a temporary license agreement to allow Verizon Wireless to conduct a pilot to test the installation of small cell antennas at two locations in the downtown area on City owned structures. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Chief Technology Officer]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT “A”

Temporary License Agreement between the City of San Antonio and San Antonio MTA, L.P. d/b/a Verizon Wireless

This Temporary License Agreement (“License”) is entered into between Licensee and the City of San Antonio (“Licensor”) under the authority of the Authorizing Ordinance. Licensor and Licensee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

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1. Identifying Information.

Authorizing Ordinance:

Project No. 001

Licensee: San Antonio MTA, L.P.
d/b/a Verizon Wireless

Licensee’s Address: San Antonio MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road

Bedminster, NJ 07921
Attn: Network Real Estate

Term: 1 year

Fee: \$1 and other valuable consideration

Premises: City owned property and a portion of the public rights-of-way encroached upon by Licensee within the Scope of the License as set out in Exhibit A.

Scope of License: The purpose of the license is to test small cell equipment to be installed at the locations set out in Exhibit A.

Effective Date: The effective date of the Authorizing Ordinance

Licensor's Address: City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

2. Grant of Temporary License.

Licensor grants Licensee a temporary license ("License") to use, maintain, and operate the Premises within the Scope of the License. This License is limited to 12 months ("Term") and is conditioned on Licensee's testing of small cell equipment at the locations set out in Exhibit A. This License does not relieve Licensee of any other approvals, permits, or licenses that may otherwise be required including but not limited to right-of-way management permits. This License is subject to all pre-existing rights of the San Antonio Water System, CPS Energy, telecommunications and cable companies, and others who have rights in the Premises. Licensor expressly disclaims a covenant of quiet enjoyment as to this License.

3. Restrictions on Use.

3.01. This License does not grant Licensee authority to use any public rights-of-way beyond the Premises.

3.02. This License grants only a privilege, not a real property interest. Licensor may enter the Premises at any time to assert its real property interest or for other purposes not interfering unreasonably with the Scope of License.

4. License Fee.

Licensor agrees to waive a license fee in order to participate with Licensee in the testing of small cell equipment installations at the Premises as set out in Exhibit A. Licensee agrees to share with Licensor lessons learned from the equipment test,

including any potential interference, strategies for camouflaging the equipment, range and strength of wireless signal, penetration characteristics of signal, overall outcome of test, and other related items that promote the success of the test trial.

Upon approval of a Master License Agreement between the parties, Licensee will request a long-term license covering the equipment installations subject to this License under the terms of said Master License Agreement and subject to the approval of the Director. Upon the completion of such transaction, this License will terminate.

5. Construction, Maintenance, and Operations.

5.01. Costs. Licensee is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like associated with the small cell equipment and related facilities placed on the Premises. The City shall provide electrical service to the small cell equipment and related facilities placed on the Premises at no cost to Licensee.

5.02. No Liability. Licensor assumes neither liability nor expense under this License. Licensor is not liable to Licensee or otherwise for damage to the Premises arising from or related to activities of Licensor in the vicinity.

5.03. Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04. Maintenance. Licensee, at its sole cost and expense, must maintain all improvements it constructs or installs on the Premises, reasonable wear and tear and casualty damage excepted. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all applicable federal, state, or local laws, rules, or regulations.

5.05. Use; Governmental Approvals: Licensee shall use the Premises for the transmission and reception of radio communication signals based on wireless spectrum licensed to the Licensee and for the construction, installation, operation, maintenance, and repair of the communications facilities specified in engineering design documents included in Exhibit "A". Any upgrades or replacement of equipment will require new engineering design documents that must be approved by Licensor and incorporated to this License by amendment. Such amendment may be approved by the City's Chief Technology Officer. It is understood and agreed that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this License all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or

terminated by governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to the Licensor in accordance with the notice provisions set forth in Section 16.12 and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee.

5.06. No Power to Bind. Licensee cannot bind or permit another to bind Licensor for payment of money or for any other obligation.

5.07. Contractors and Subcontractors. Licensee must promptly pay anyone performing work on behalf of Licensee who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this License by delivering 45 days prior written notice to Licensee. But if the lien is removed or released of record within the notice period, this License remains in effect. Licensee remains obligated to clear the lien without cost to Licensor even after termination.

6. Indemnity.

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

6.01.01. **"Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising, in whole or in part, out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this License, whether or not the person is a party to this License. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death. Indemnified Claims also include claims in which an Indemnitee shares liability with the Indemnitor, excluding only claims as to which Indemnitees are solely negligent.**

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 Licensee.

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. Indemnitor will engage counsel reasonably acceptable to Indemnitee(s).

6.06. In addition to the indemnity required under this License, 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 License 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. Insurance.

7.01. Without limiting Licensor's rights to indemnity, Licensee 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 or provide evidence of self-insurance, in the following types and amounts:

Type	Amount
1. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory Limits, with a waiver of subrogation in favor of Licensor
2. 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 Licensor
3. 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) Third Party 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.
4. Property Insurance – for physical damage to the property of Licensee 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 Licensor's Risk Manager.

7.02. Licensor's Risk Manager may reasonably modify the above requirements if he determines the modification is in the Licensor's best interest. If Licensee believes the requested change is unreasonable, Licensee has 60 days to give notice of termination. The termination provisions then apply.

7.03. With respect to the above required insurance, each insurance policy required by this License must contain the following clauses to the effect:

"No liability insurance provided by Licensee can be canceled, until after 30 days' prior written notice has been given to:

Information Technology Services Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Wireless Infrastructure Manager"

"Any insurance or self-insurance provided by Licensee is primary to any insurance or self-insurance maintained by the City of San Antonio as relates to Licensee operations."

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

7.04. Each insurance policy required by this License, excepting policies for Workers' Compensation, Employer's Liability, Property and Professional Liability, must contain the following clause via blanket additional insured endorsement:

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

7.05. Licensee must deliver to Licensor, within 30 days after the Effective Date, endorsements to the above required policies adding the applicable clauses referenced above and certificates of insurance signed by an authorized representative of the broker and show the signatory's company affiliation and title. Licensee must deliver to Licensor documentation reasonably acceptable to Licensor confirming the authority of those signing the certificates.

7.06. The notices and certificates of insurance must be provided to the same address as for notices of cancellation.

7.07. This License does not limit Licensee's liability arising out of or related to the Premises or Licensee's activities thereon.

8. Termination.

8.01. Licensor may terminate this License at any time before expiration by giving Licensee 30 days' written notice.

8.02. Upon expiration or termination, all rights and privileges immediately cease, and Licensee must immediately cease use of the Premises. Licensor may direct Licensee to remove all or any part of the encroaching improvements and appurtenances, including lines and equipment and restore the Premises, at Licensee's sole cost, to original condition, reasonable wear and tear and casualty damage excepted. Improvements or appurtenances not removed within 90 days after termination, whether by expiration or otherwise, become the property of Licensor. Licensor may, without liability to Licensee, dispose of such property at a public or private sale. Licensee is liable for Licensor's costs incurred in connection with Licensee's property.

9. Assignment/Sublicensing.

This License cannot be assigned other than to Licensee's affiliates or subsidiaries, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. Licensee must give Licensor 30 days' written notice before such an assignment, which shall be subject to approval by the City's Chief Technology Officer. Licensee cannot lease or sublease the Premises and shall not sublicense the License. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

10. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, Licensor may terminate this License as of the date title to the taken land vests in the condemning authority. Licensee waives any claim to condemnation proceeds paid to Licensor to the extent such proceeds constitute compensation for Licensor's property. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Premises for damages and losses related to its equipment, conduits and fixtures.

11. Attorney's Fees and Court Costs.

In any action in which Licensee is found to have materially defaulted hereunder, Licensor can recover from Licensee its reasonable attorney's fees.

12. Taxes and Licenses.

Licensee must pay, on or before the due date all federal, state, and local taxes, license fees, permit fees, and similar charges now or hereafter levied on Licensee or its property or on the Premises and arising from Licensee's use thereof.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (a) a City officer or employee;
- (b) his parent, child or spouse;

- (c) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (d) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Licensee warrants and certifies as follows:

- (a) Licensee and its officers, employees and agents are neither officers nor employees of the City.
- (b) Licensee has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03. Licensee acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Consent/Approval of Licensor.

When Licensor's consent and approval is called for under this License, the consent and approval may be granted or withheld by the Director of Information Technology Services Department ("Director"), unless the City Charter requires Council action.

15. Appropriations.

All obligations of the City of San Antonio under this instrument are funded at the discretion of City Council. The City need not pay any sum not appropriated by City Council.

16. Miscellaneous Provisions

16.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in any other enterprise between them.

16.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

16.03. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully.

16.04. Authority to Execute. The party or parties executing this License on behalf of Licensee personally warrant that each of them has full authority to do so.

16.05. Acknowledgment of Reading. The parties acknowledge reading this License, including exhibits or attachments, and have received the advice and counsel necessary to form a complete understanding of their rights and obligations. Having so done, they execute this License freely and voluntarily.

16.06. Applicable Law. The Construction Of This License And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations of both parties are performable in San Antonio, Bexar County, Texas.

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

16.08. Successors. This License 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.

16.09. Integration. This Written License 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.

16.10. Modification. This License 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.

16.11. No Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

16.12. Notices. Notices must be in writing and by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as set forth below. Notice is complete three days after 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. Unless changed, notice to Licensee goes to Licensee's address specified at the beginning, and notice to Licensor goes to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy
to

Director, Information Technology
Services Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16.13. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words “herein,” “hereof,” and other, similar compounds of the word “here” refer to this entire License, not to any particular provision of it.

16.14. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

16.15. Counterparts. This License 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 License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16.16. 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 under this License

16.17. Ambiguities Not to Be Construed Against Drafter. Ambiguities in this License must be resolved without constructing against the drafter.

17. Public Information.

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.

(The Remainder of this Page is Intentionally Blank)
(Signature Page to Follow)

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

Licensor:

Licensee:

City of San Antonio,
a Texas municipal corporation

San Antonio MTA, L.P.
d/b/a Verizon Wireless
By Verizon Wireless Texas, LLC,
Its General Partner

By: _____

By: _____

Printed Name: Hugh Miller

Name: Hans F. Leutenegger

Title: Chief Technology Officer

Title: Area Vice President Network

Date: _____

Date: 6/21/2013

Attest:

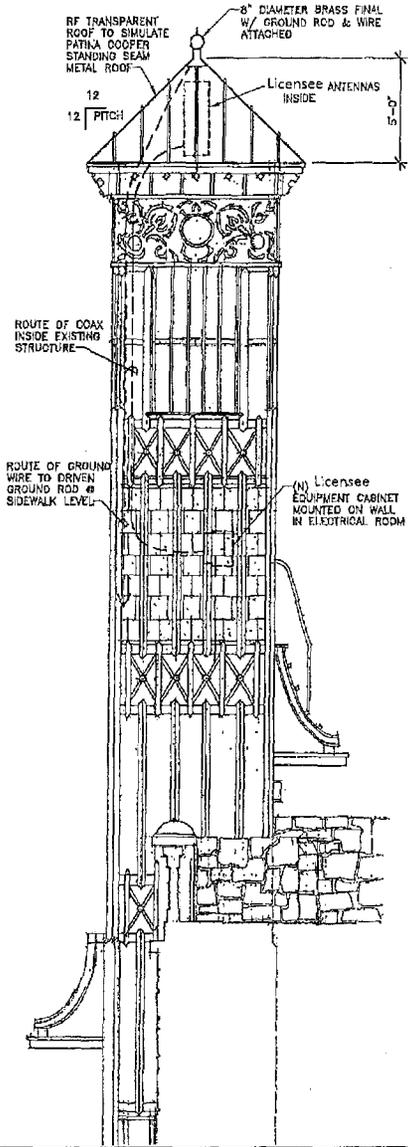
City Clerk

Approved As To Form:

City Attorney

Exhibit A

See Attached.



NOTE: UTILITIES INCLUDING, BUT NOT LIMITED TO ELECTRICAL, TELCO AND FIBER MAY BE INSTALLED FROM THE NEARBY PUBLIC RIGHT-OF-WAY TO THE PREMISES ALONG A MUTUALLY AGREEABLE PATH REASONABLY APPROVED BY THE CITY OF SAN ANTONIO.

1 SOUTH ELEVATION OF TOWER
SCALE: 3/16" = 1'-0"

<p>CROCKETT_SC</p> <p>214 WEST CROCKETT STREET SAN ANTONIO, TEXAS 78205</p> <p>(-)</p>	
<p>APPROVAL SIGNATURES</p> <p>LANDLORD</p> <p>LEASING</p> <p>CONSTRUCTION</p>	
<p>THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET</p>	
<p>ARCHCOMM, LLC. 1009 Beckell San Antonio, Texas 78213 (210) 338-4268 SUBMITTALS</p>	
<p>SITE ELEVATION</p> <p>SHEET HISTORY</p> <p>02.14.13 ISSUE FOR REVIEW</p>	
<p>A1</p>	

EXHIBIT “B”

Temporary License Agreement between the City of San Antonio and San Antonio MTA, L.P. d/b/a Verizon Wireless

This Temporary License Agreement (“License”) is entered into between Licensee and the City of San Antonio (“Licensor”) under the authority of the Authorizing Ordinance. Licensor and Licensee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

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1. Identifying Information.

Authorizing Ordinance:

Project No. 001

Licensee: San Antonio MTA, L.P.
d/b/a Verizon Wireless

Licensee's Address: San Antonio MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road

Bedminster, NJ 07921
Attn: Network Real Estate

Term: 1 year

Fee: \$1 and other valuable consideration

Premises: City owned property and a portion of the public rights-of-way encroached upon by Licensee within the Scope of the License as set out in Exhibit A.

Scope of License: The purpose of the license is to test small cell equipment to be installed at the locations set out in Exhibit A.

Effective Date: The effective date of the Authorizing Ordinance

Licensor's Address: City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

2. Grant of Temporary License.

Licensor grants Licensee a temporary license ("License") to use, maintain, and operate the Premises within the Scope of the License. This License is limited to 12 months ("Term") and is conditioned on Licensee's testing of small cell equipment at the locations set out in Exhibit A. This License does not relieve Licensee of any other approvals, permits, or licenses that may otherwise be required including but not limited to right-of-way management permits. This License is subject to all pre-existing rights of the San Antonio Water System, CPS Energy, telecommunications and cable companies, and others who have rights in the Premises. Licensor expressly disclaims a covenant of quiet enjoyment as to this License.

3. Restrictions on Use.

3.01. This License does not grant Licensee authority to use any public rights-of-way beyond the Premises.

3.02. This License grants only a privilege, not a real property interest. Licensor may enter the Premises at any time to assert its real property interest or for other purposes not interfering unreasonably with the Scope of License.

4. License Fee.

Licensor agrees to waive a license fee in order to participate with Licensee in the testing of small cell equipment installations at the Premises as set out in Exhibit A. Licensee agrees to share with Licensor lessons learned from the equipment test,

including any potential interference, strategies for camouflaging the equipment, range and strength of wireless signal, penetration characteristics of signal, overall outcome of test, and other related items that promote the success of the test trial.

Upon approval of a Master License Agreement between the parties, Licensee will request a long-term license covering the equipment installations subject to this License under the terms of said Master License Agreement and subject to the approval of the Director. Upon the completion of such transaction, this License will terminate.

5. Construction, Maintenance, and Operations.

5.01. Costs. Licensee is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like associated with the small cell equipment and related facilities placed on the Premises. The City shall provide electrical service to the small cell equipment and related facilities placed on the Premises at no cost to Licensee.

5.02. No Liability. Licensor assumes neither liability nor expense under this License. Licensor is not liable to Licensee or otherwise for damage to the Premises arising from or related to activities of Licensor in the vicinity.

5.03. Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04. Maintenance. Licensee, at its sole cost and expense, must maintain all improvements it constructs or installs on the Premises, reasonable wear and tear and casualty damage excepted. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all applicable federal, state, or local laws, rules, or regulations.

5.05. Use; Governmental Approvals: Licensee shall use the Premises for the transmission and reception of radio communication signals based on wireless spectrum licensed to the Licensee and for the construction, installation, operation, maintenance, and repair of the communications facilities specified in engineering design documents included in Exhibit "A". Any upgrades or replacement of equipment will require new engineering design documents that must be approved by Licensor and incorporated to this License by amendment. Such amendment may be approved by the City's Chief Technology Officer. It is understood and agreed that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this License all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or

terminated by governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to the Licensor in accordance with the notice provisions set forth in Section 16.12 and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee.

5.06. No Power to Bind. Licensee cannot bind or permit another to bind Licensor for payment of money or for any other obligation.

5.07. Contractors and Subcontractors. Licensee must promptly pay anyone performing work on behalf of Licensee who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this License by delivering 45 days prior written notice to Licensee. But if the lien is removed or released of record within the notice period, this License remains in effect. Licensee remains obligated to clear the lien without cost to Licensor even after termination.

6. Indemnity.

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

6.01.01. **"Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising, in whole or in part, out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this License, whether or not the person is a party to this License. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death. Indemnified Claims also include claims in which an Indemnitee shares liability with the Indemnitor, excluding only claims as to which Indemnitees are solely negligent.**

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 Licensee.

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. Indemnitor will engage counsel reasonably acceptable to Indemnitee(s).

6.06. In addition to the indemnity required under this License, 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 License 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. Insurance.

7.01. Without limiting Licensor's rights to indemnity, Licensee 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 or provide evidence of self-insurance, in the following types and amounts:

Type	Amount
1. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory Limits, with a waiver of subrogation in favor of Licensor
2. 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 Licensor
3. 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) Third Party 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.
4. Property Insurance – for physical damage to the property of Licensee 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 Licensor's Risk Manager.

7.02. Licensor's Risk Manager may reasonably modify the above requirements if he determines the modification is in the Licensor's best interest. If Licensee believes the requested change is unreasonable, Licensee has 60 days to give notice of termination. The termination provisions then apply.

7.03. With respect to the above required insurance, each insurance policy required by this License must contain the following clauses to the effect:

"No liability insurance provided by Licensee can be canceled, until after 30 days' prior written notice has been given to:

Information Technology Services Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Wireless Infrastructure Manager"

"Any insurance or self-insurance provided by Licensee is primary to any insurance or self-insurance maintained by the City of San Antonio as relates to Licensee operations."

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

7.04. Each insurance policy required by this License, excepting policies for Workers' Compensation, Employer's Liability, Property and Professional Liability, must contain the following clause via blanket additional insured endorsement:

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

7.05. Licensee must deliver to Licensor, within 30 days after the Effective Date, endorsements to the above required policies adding the applicable clauses referenced above and certificates of insurance signed by an authorized representative of the broker and show the signatory's company affiliation and title. Licensee must deliver to Licensor documentation reasonably acceptable to Licensor confirming the authority of those signing the certificates.

7.06. The notices and certificates of insurance must be provided to the same address as for notices of cancellation.

7.07. This License does not limit Licensee's liability arising out of or related to the Premises or Licensee's activities thereon.

8. Termination.

8.01. Licensor may terminate this License at any time before expiration by giving Licensee 30 days' written notice.

8.02. Upon expiration or termination, all rights and privileges immediately cease, and Licensee must immediately cease use of the Premises. Licensor may direct Licensee to remove all or any part of the encroaching improvements and appurtenances, including lines and equipment and restore the Premises, at Licensee's sole cost, to original condition, reasonable wear and tear and casualty damage excepted. Improvements or appurtenances not removed within 90 days after termination, whether by expiration or otherwise, become the property of Licensor. Licensor may, without liability to Licensee, dispose of such property at a public or private sale. Licensee is liable for Licensor's costs incurred in connection with Licensee's property.

9. Assignment/Sublicensing.

This License cannot be assigned other than to Licensee's affiliates or subsidiaries, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. Licensee must give Licensor 30 days' written notice before such an assignment, which shall be subject to approval by the City's Chief Technology Officer. Licensee cannot lease or sublease the Premises and shall not sublicense the License. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

10. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, Licensor may terminate this License as of the date title to the taken land vests in the condemning authority. Licensee waives any claim to condemnation proceeds paid to Licensor to the extent such proceeds constitute compensation for Licensor's property. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Premises for damages and losses related to its equipment, conduits and fixtures.

11. Attorney's Fees and Court Costs.

In any action in which Licensee is found to have materially defaulted hereunder, Licensor can recover from Licensee its reasonable attorney's fees.

12. Taxes and Licenses.

Licensee must pay, on or before the due date all federal, state, and local taxes, license fees, permit fees, and similar charges now or hereafter levied on Licensee or its property or on the Premises and arising from Licensee's use thereof.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (a) a City officer or employee;
- (b) his parent, child or spouse;

- (c) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (d) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Licensee warrants and certifies as follows:

- (a) Licensee and its officers, employees and agents are neither officers nor employees of the City.
- (b) Licensee has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03. Licensee acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Consent/Approval of Licensor.

When Licensor's consent and approval is called for under this License, the consent and approval may be granted or withheld by the Director of Information Technology Services Department ("Director"), unless the City Charter requires Council action.

15. Appropriations.

All obligations of the City of San Antonio under this instrument are funded at the discretion of City Council. The City need not pay any sum not appropriated by City Council.

16. Miscellaneous Provisions

16.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in any other enterprise between them.

16.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

16.03. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully.

16.04. Authority to Execute. The party or parties executing this License on behalf of Licensee personally warrant that each of them has full authority to do so.

16.05. Acknowledgment of Reading. The parties acknowledge reading this License, including exhibits or attachments, and have received the advice and counsel necessary to form a complete understanding of their rights and obligations. Having so done, they execute this License freely and voluntarily.

16.06. Applicable Law. The Construction Of This License And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations of both parties are performable in San Antonio, Bexar County, Texas.

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

16.08. Successors. This License 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.

16.09. Integration. This Written License 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.

16.10. Modification. This License 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.

16.11. No Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

16.12. Notices. Notices must be in writing and by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as set forth below. Notice is complete three days after 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. Unless changed, notice to Licensee goes to Licensee's address specified at the beginning, and notice to Licensor goes to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy
to

Director, Information Technology
Services Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16.13. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire License, not to any particular provision of it.

16.14. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

16.15. Counterparts. This License 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 License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16.16. 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 under this License

16.17. Ambiguities Not to Be Construed Against Drafter. Ambiguities in this License must be resolved without constructing against the drafter.

17. Public Information.

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.

(The Remainder of this Page is Intentionally Blank)
(Signature Page to Follow)

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

Licensors:

City of San Antonio,
a Texas municipal corporation

By: _____

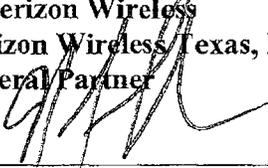
Printed Name: Hugh Miller

Title: Chief Technology Officer

Date: _____

Licensee:

San Antonio MTA, L.P.
d/b/a Verizon Wireless
By Verizon Wireless Texas, LLC,
Its General Partner

By:  _____

Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: 6/21/2013

Attest:

City Clerk

Approved As To Form:

City Attorney

Exhibit A

See Attached.



SITE NAME
HB. GONZALES_SC

SITE ADDRESS
 200 EAST MARKET STREET
 SAN ANTONIO, BEXAR COUNTY, TX 78205

PROJECT INFORMATION:
 JURISDICTION: BEXAR COUNTY
 CODE: -
 OCCUPANCY: N/A
 ZONING: N/A
 CONSTRUCTION TYPE: UNMANNED TELECOMMUNICATIONS
 LATITUDE: 29° 25' 49.50" N
 LONGITUDE: 99° 28' 07.12" W

PROJECT DATA
APPLICANT:
 VERIZON WIRELESS
 2804 TRI COUNTY PARKWAY
 SCHERTZ, TEXAS 78154
 CONTACT: TMI CALIETA
 PHONE: (210) 634-1854

OWNER:
 CITY OF SAN ANTONIO
 PO BOX 819968
 SAN ANTONIO, TX 78218
 CONTACT: MIKE WALKER
 PHONE: (210) 207-2008

PROPRIETARY INFORMATION
 NOT FOR USE OR DISCLOSURE
 OUTSIDE VERIZON WIRELESS
 EXCEPT UNDER WRITTEN AGREEMENT

PROJECT PARTICIPANTS

DESIGNERS
 ARCHCOMM, L.L.C.
 1008 BECKETT
 SAN ANTONIO, TEXAS 78213
 PHONE: (210) 308-8905

PROJECT DESCRIPTION

THIS IS AN APPLICATION TO DEVELOP AN UNMANNED WIRELESS FACILITY CONSISTING OF COMMUNICATION EQUIPMENT, CONNECTING CABLES, DIRECTIONAL ANTENNAS AND GPS. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS. THE WIRELESS ANTENNAS WILL PROVIDE CLEAR AND RELIABLE WIRELESS COMMUNICATIONS WITHIN THE EFFECTIVE OPERATIONAL AREA. THESE INTERCONNECTS WILL ALLOW FOR AN INDEPENDENT COMMUNICATION NETWORK THAT CAN CONTINUE TO FUNCTION IF THE TELEPHONE (WIRE) SERVICE IS DISCONNECTED DURING AN EMERGENCY OR NATURAL DISASTER. THESE FACILITIES WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SURROUNDING AREAS BY PROVIDING RELIABLE WIRELESS COMMUNICATIONS AT THIS LOCATION.

DRIVING INSTRUCTIONS

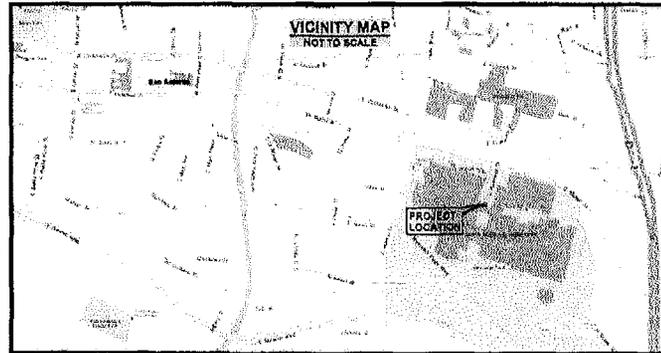
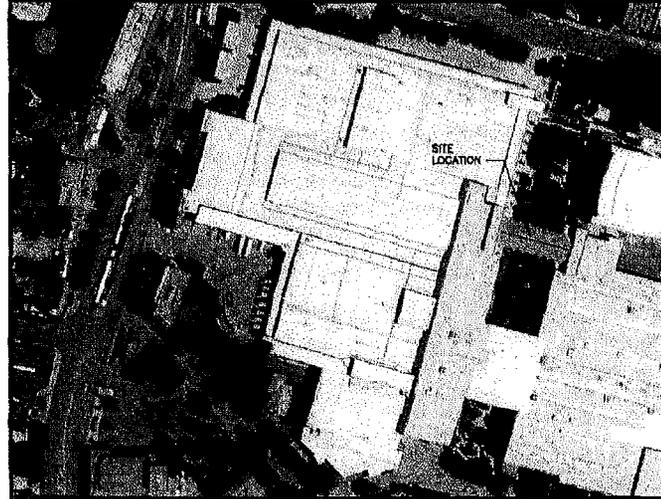
FROM SCHERTZ, TX: TRAVEL SOUTH ON I-35 TO N LAREDO STREET, FOLLOW AS ROAD NAME CHANGES TO N PECOS STREET, TURN LEFT AT DOLOROBA STREET AND FOLLOW AS NAME CHANGES TO W MARKET STREET, FOLLOW TO SITE LOCATED ON THE RIGHT SIDE OF THE ROAD.

TEAM SIGNOFF

Site Acquisition _____
 Const Supervisor _____
 RF Engineering _____
 Equipment _____
 Telco _____
 Const Manager _____

SHEET INDEX

T1 TITLE SHEET
 P1 SITE PHOTOGRAPHS
 N1 GENERAL NOTES
 A1 ROOF PLAN
 A2 SOUTH ELEVATION
 A3 RF ADDENDUM
 D1 EQUIPMENT SPECIFICATIONS



HB. GONZALES_SC

200 EAST MARKET STREET
 SAN ANTONIO, TX 78205

(-)

APPROVAL SIGNATURES
 LANDLORD

LEASING

CONSTRUCTION

THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET

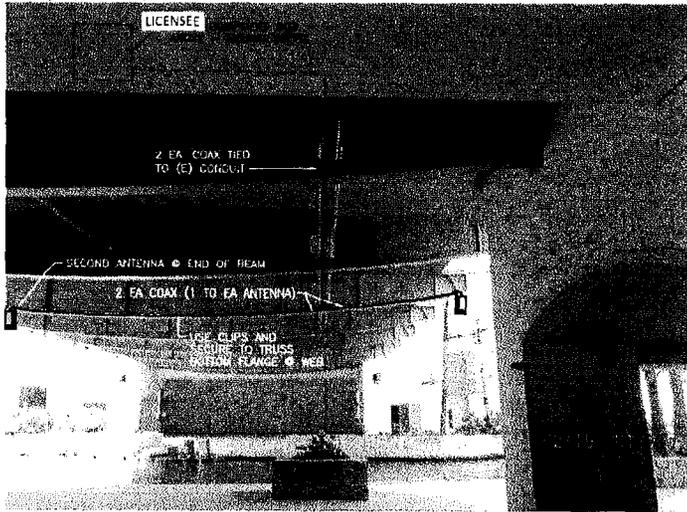
ARCHCOMM, L.L.C.
 1008 Beckett
 San Antonio, Texas 78213
 (210) 308-8905

TITLE SHEET

SHEET HISTORY
 04.11.13 ISSUE FOR REVIEW

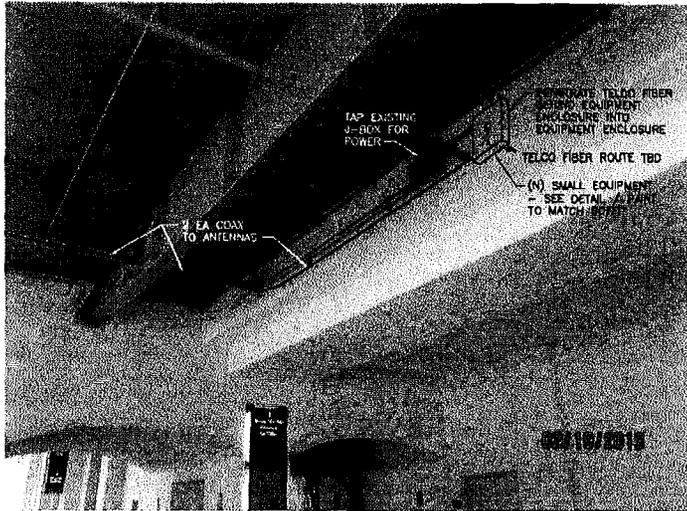
T1

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE DRAWINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED.



1 SITE PHOTOGRAPH

NOTE: REFER TO SHEET A1 AND/OR A2 FOR LOCATIONS FROM WHICH PHOTOS WERE TAKEN



2 SITE PHOTOGRAPH

NOTE: UTILITIES INCLUDING, BUT NOT LIMITED TO ELECTRICAL, TELCO AND FIBER MAY BE INSTALLED FROM THE NEARBY PUBLIC RIGHT-OF-WAY TO THE PREMISES ALONG A MUTUALLY AGREEABLE PATH REASONABLY APPROVED BY THE CITY OF SAN ANTONIO.

THESE DRAWINGS ARE THE PROPERTY OF ARCHCOMM, L.L.C. THEY ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF ARCHCOMM, L.L.C. VERIZON WIRELESS IS A REGISTERED TRADEMARK OF VERIZON WIRELESS.

HB GONZALES_SC

200 EAST MARKET STREET
SAN ANTONIO, TX 78205
(-)

APPROVAL SIGNATURES
LANDLORD

LEASING

CONSTRUCTION

THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET

ARCHCOMM, L.L.C.
1006 Beckett
San Antonio, Texas 78213
(210) 338-8903

SHEET TITLE
SITE PHOTOGRAPHS

SHEET HISTORY
04.11.13 ISSUE FOR REVIEW

P1

GENERAL NOTES:

1. FOR THE PURPOSE OF THESE CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:
 CONTRACTOR - GENERAL CONTRACTOR
 OWNER - VERIZON WIRELESS
 PROJECT MANAGER - VERIZON WIRELESS OR DESIGNATED ALTERNATE
 LICENSEE - VERIZON WIRELESS
2. CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THE SITE.
3. UTILITY CHECK - BEFORE COMMENCING ANY WORK AT THE SITE, CONTACT THE ONE CALL SYSTEM IN THE STATE IN WHICH UNDERGROUND WORK IS BEING DONE. REFER TO ONE CALL NOTE ON SITE PLAN.
4. CARE SHALL BE TAKEN TO PROTECT THE SITE AND THE SURROUNDING AREA FROM FIRE HAZARD DURING "HOT" OPERATIONS. ADEQUATE EQUIPMENT, PERSONNEL AND EMERGENCY COMMUNICATIONS SHALL BE PROVIDED TO PROTECT LIFE AND PROPERTY IN AND SURROUNDING THE CONSTRUCTION SITE.
5. ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND CONCRETE PIERS SHALL BE FILLED BY END OF DAY.
6. VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OF INSTALLATION OF MATERIALS.
7. COMPLETE SHOP DRAWINGS SHALL BE PROVIDED FOR ALL FABRICATED ITEMS FOR REVIEW PRIOR TO FABRICATION. DRAWINGS CONTAINED IN THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR SHOP DRAWINGS.
8. ALL WORK SHALL BE ACCOMPLISHED AS PER ALL APPLICABLE STATE, LOCAL AND NATIONAL CODES CURRENT THESE CODES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 INTERNATIONAL BUILDING CODE (OR LOCAL ACCEPTED CODE)
 THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION - SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS
 THE AMERICAN CONCRETE INSTITUTE - BUILDING CODE REQUIREMENTS OF REINFORCED CONCRETE
 AMERICAN WELDING SOCIETY - STRUCTURAL WELDING CODE - STEEL
 TOWER DESIGN - STANDARD PER EIA/TIA - TIA 222 G SPECIFICATIONS
9. VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
10. ALL BIDDERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.
11. THE BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, PERMITS, INSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANY AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.
12. THIS BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FACILITIES AND SHALL REPLACE OR REPAIR TO THE ORIGINAL CONDITION AS DETERMINED BY THE PROJECT MANAGER.
13. CUT AND PATCH ANY AREAS WHERE REQUIRED BY THE SCOPE OF THIS PROJECT. MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FALLS OUTSIDE OF THE LIMITS OF THIS CONTRACT.
14. THE OWNER OF THE SITE RETAINS SALVAGE RIGHTS TO ALL MATERIALS AND EQUIPMENT REMOVED FROM THE EXISTING WORK. MATERIALS AND EQUIPMENT NOT CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE BUILDER/SUBCONTRACTOR WHO SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE REMOVAL AND APPROPRIATE DISPOSAL THEREOF.
15. DIMENSIONS NOTED AS "+/-" OR "VERIFY" ARE BASED ON MATCHING EXISTING CONDITIONS AND MAY VARY SLIGHTLY FROM THE DIMENSIONS AS SHOWN. NOTIFY THE PROJECT MANAGER IF SIGNIFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.
16. DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.
17. THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL TIMES DURING HOURS OF OPERATION AND WHEN THE SITE IS UNATTENDED. WORK WITH THE OWNERS REPRESENTATIVE FOR SAFETY AND SECURITY AT ALL TIMES.

18. CONTRACTORS SHALL BE REQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH NO ADDITIONAL COST TO THE JOB.
19. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
20. CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH VERIZON REPRESENTATIVE TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THIS DRAWING TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.
21. NOTE: UTILITIES INCLUDING, BUT NOT LIMITED TO ELECTRICAL, TELCO AND FIBER MAY BE INSTALLED FROM THE NEARBY PUBLIC RIGHT-OF-WAY TO THE PREMISES ALONG A MUTUALLY AGREEABLE PATH REASONABLY APPROVED BY THE CITY OF SAN ANTONIO.

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTIONS (AAJ) FOR THE LOCATION. THE EDITION OF THE AAJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE; AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION, TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES;
 TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIAL S OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE 682.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

ANSI T1.511, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

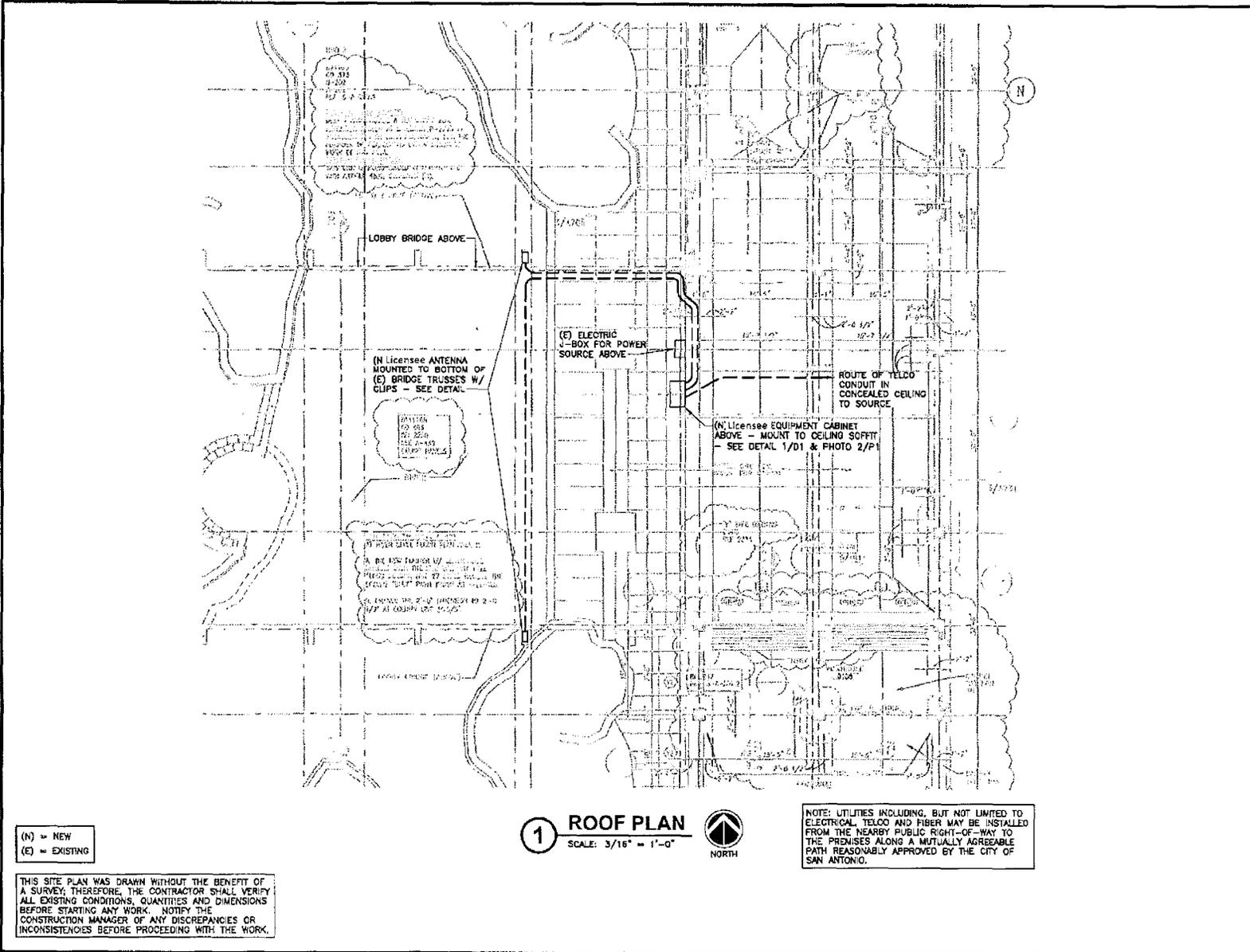


HB.GONZALES_SC

200 EAST MARKET STREET
SAN ANTONIO, TX 78205

(-)

APPROVAL SIGNATURES LANDLORD
LEASING
CONSTRUCTION
THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET
 ARCHCOMM, LLC. 1006 Beckett San Antonio, Texas 78213 (210) 305-6905 SHEET TITLE GENERAL NOTES SHEET HISTORY 04.11.13 ISSUE FOR REVIEW
N1



(N) = NEW
(E) = EXISTING

1 ROOF PLAN
SCALE: 3/16" = 1'-0"
NORTH

NOTE: UTILITIES INCLUDING, BUT NOT LIMITED TO ELECTRICAL, TELCO AND FIBER MAY BE INSTALLED FROM THE NEARBY PUBLIC RIGHT-OF-WAY TO THE PREMISES ALONG A MUTUALLY AGREEABLE PATH REASONABLY APPROVED BY THE CITY OF SAN ANTONIO.

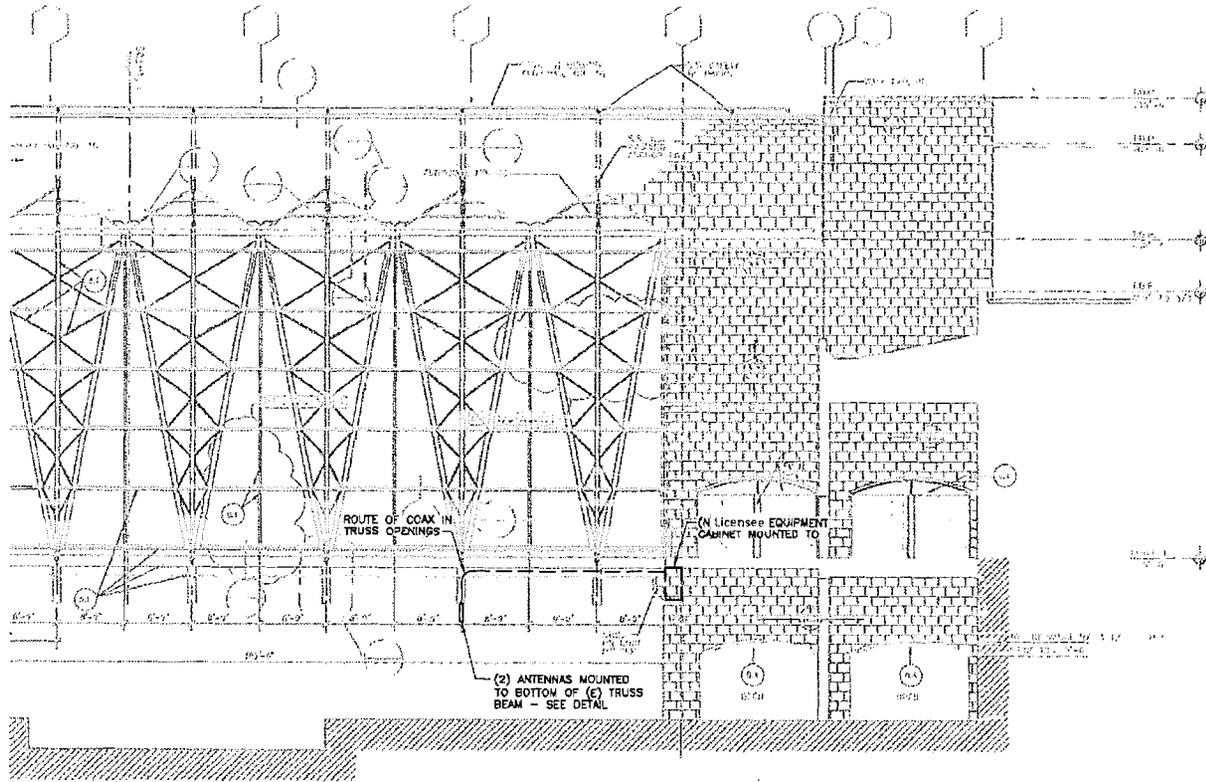
THIS SITE PLAN WAS DRAWN WITHOUT THE BENEFIT OF A SURVEY; THEREFORE, THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.

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SHEET HISTORY 04.11.13 ISSUE FOR REVIEW
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1

SOUTH ELEVATION - CONVENTION CENTER LOBBY BRIDGE AREA

SCALE: N.T.S.

	
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SOUTH ELEVATION	
SHEET HISTORY 04.11.13 ISSUE FOR REVIEW	
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PRODUCT DESCRIPTION DOCUMENT
 9764 METRO CELL OUTDOOR B13 2x5W LTE

August 2012

For outdoor installations, the unit may be covered with a thermoformed or injection molded polymeric solar shield to minimize solar loading.

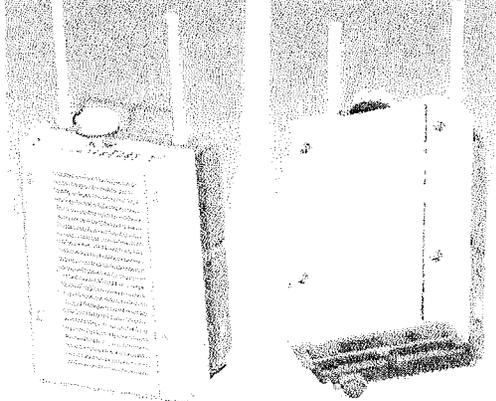


Figure 6: MCO B13 2x5W LTE - Top-Front and Bottom-Front view (with solar cover)

3.1.4.1 Physical characteristics

The physical characteristics of the MCO B13 2x5W LTE are as follows:

400 x 286 x 175 (mm)	415 x 286 x 220 (mm)	637 x 289 x 206 (mm)	381 x 254 x 56 (mm)
15.0 x 11.3 x 6.9 (in)	16.3 x 11.3 x 8.7 (in)	25.1 x 11.3 x 11.3 (in)	15 x 10 x 2.6 (in)
18 kg (40 lbs)	21.1 kg (46.5 lbs)	21.8 kg (48 lbs)	680 +/- 1 (13 lbs +/- 2)

*Note: The 7705 SAR-W is a separate piece of hardware, but is included here for completeness due to its availability from the factory as either a standalone unit for individual installation, or pre-attached and pre-cabled to the 9764 MCO for packaged installation.

Table 3: MCO B13 2x5W LTE Dimensions

1 **EQUIPMENT - 9764 METRO CELL
 OUTDOOR B13 2x5W LTE**

PRODUCT DESCRIPTION DOCUMENT
 9764 METRO CELL OUTDOOR B13 2x5W LTE

August 2012

Additionally, there is a floor mount option which utilizes the same wall mount bracket, but is attached to a floor stand instead of a wall. As shown in Figure 4, this assembly weighs 33.5 lbs.

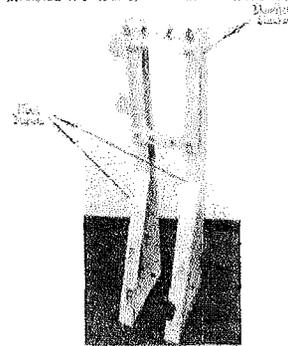


Figure 4: Indoor mounting and deployment option

In the initial release, the unit is not plug-and-play. The unit must be commissioned by Alcatel-Lucent personnel in a similar fashion to the macro eNodeB after mounting/installation. In the future, the installation is intended to be "plug and play", so that the technician mounts the MCO B13 2x5W LTE (for example, on a light pole or the side of a building) and simply connects it to power and backhaul, with no other site commissioning activities.

3.1.4 Enclosure

All active components are situated on one of two aluminum or magnesium die cast clamshells with integral heatlinks. One clamshell will house the backhaul/digital/radio board. The second clamshell will house the power board and the power amplifier board.

2 **MOUNTING BRACKET
 (WITHOUT FLOOR STANDS)**

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