

AN ORDINANCE **2010-01-14-0007**

AUTHORIZING TWO ONE-YEAR LEASE AGREEMENTS WITH CLEAR WIRELESS, LLC TO CO-LOCATE ON EXISTING TELECOMMUNICATIONS TOWERS LOCATED AT 4531 SOUTH ZARZAMORA IN COUNCIL DISTRICT 5 AND 10100 BELGA DRIVE IN COUNCIL DISTRICT 8 FOR TOTAL CONSIDERATION OF \$17,500.00.

* * * * *

WHEREAS, pursuant to Ordinance Number 83931, passed and approved on April 11, 1996, the City Council approved the Standard Tower Lease Agreement; and

WHEREAS, this policy was recently updated by Ordinance 2009-12-10-1025 adopting revisions to Chapter 37 of the City Code governing the acquisition, use and disposition of City property including properties which may be utilized by private wireless telecommunications providers; and

WHEREAS, Clear Wireless LLC's provides telecommunications services in San Antonio and its application was processed by City before implementation of the new code provisions; and

WHEREAS, Clear Wireless LLC and City have therefore negotiated two one-year lease agreements without renewal clauses for the limited use of City owned telecommunication towers in exchange for \$8,750 per site in compensation; and

WHEREAS, in consideration for authorizing these lease agreements, the City will receive a total of \$17,500 for one year; **NOW THEREFORE:**

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

SECTION 1. The City Council of the City of San Antonio hereby authorizes the Lease Agreements with Clear Wireless LLC to co-locate on existing telecommunications towers located on City property. A substantially complete copy of both lease agreements is attached as Exhibit A and is incorporated into this Ordinance for all purposes.

SECTION 2. Upon termination of the lease agreements, Clear Wireless LLC shall negotiate new agreements pursuant to Ordinance No. 2009-10-1025 and any applicable revisions hereafter should it seek to continue to collocate on City owned towers.

SECTION 3. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 240000000061, General Ledger 4202410.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes otherwise; it shall take effect on the tenth (10th) day after passage.

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Item No. 12

SECTION 6. The City Manager or her designee will have ninety (90) days to execute these lease agreements and any other documents necessary to implement this ordinance. The fully executed lease agreements will then replace **Exhibit A.**

PASSED AND APPROVED this 14th day of January 2010.



M A Y O R
JULIÁN CASTRO

Attest: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Ord.

**STANDARD TOWER LEASE AGREEMENT WITH
CLEAR WIRELESS L.L.C. AT FIRE TRAINING ACADEMY TOWER**

This Lease is made and entered into by and between the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation, acting herein through its City Manager pursuant to Ordinance No. 83931, dated April 11, 1996, as **LANDLORD**, (hereinafter referred to as the **CITY**), and Clear Wireless L.L.C. (hereinafter referred to as the **TENANT**).

WITNESSETH:

WHEREAS, this Lease is in connection with Resolution No. 96-15-13 regarding the Wireless Telecommunications Report and Policy, and Ordinance No. 83930 regarding Zoning Amendments to Chapter 35 of the Unified Development Code; and

WHEREAS, the **CITY** is the owner of a large number of properties which may be utilized by private wireless telecommunications providers to erect communication towers; and

WHEREAS, it is the **CITY'S** goal to minimize the proliferation of telecommunications towers throughout the **CITY** by promoting the co-location of multiple providers on a single tower; and

WHEREAS, the **CITY** intends to balance its desire to accommodate the telecommunications market by providing tower sites with its desire to protect public interests; and

WHEREAS, in order to insure protection of public interests, and in anticipation of the request for a great number of Lease Agreements, the **CITY** has adopted Ordinance No. 83931 which describes and authorizes a procedure through which the **CITY** and a private telecommunications provider may enter this Standard Tower Lease Agreement to lease **CITY** owned property to the provider to erect telecommunications equipment without requiring City Council approval of each individual contract, so long as there is not a substantial change to this standard agreement; and

WHEREAS, a uniform structure is incorporated into this Lease in order to promote co-location and insure that all providers are treated indiscriminately; and

WHEREAS, a provider that wishes to erect a tower and does not agree to follow **CITY** codes (Zoning Codes, Building Codes or otherwise) or the terms and conditions of this Lease without substantial change, will be required to appear before the Zoning Commission and acquire the approval of City Council before such tower may be erected; and

NOW THEREFORE THE ABOVE PARTIES AGREE TO THE FOLLOWING:

I. DEMISE, DESCRIPTION, AND USE

1.01 The **CITY** is the owner of the following described real property lying and being situated in the County of Bexar, and State of Texas: 4531 South Zarzamora, San Antonio, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, (hereinafter referred to as the "**PREMISES**").

1.02 It is the understanding of the parties hereto that **TENANT** shall be co-locating on an existing tower located on the **PREMISES**. The existing tower is 300 feet in height and **TENANT's** co-location will consist of a standard 3-sector antenna array, electronic equipment shelter, cabling, fiber and necessary appurtenances thereto which will be constructed on the **PREMISES** and to the specifications shown on Exhibit "A". All installations will be constructed inside the existing compound. The parties have entered a Letter Agreement setting forth certain conditions for this Lease. The Letter Agreement is attached hereto as Exhibit "B" and made a part hereof for all purposes.

1.03 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the location of **TENANT'S** shelter, related appurtenances and improvements, and is hereinafter referred to as the "**TENANT'S SUB-PREMISES.**" The **TENANT'S SUB-PREMISES** includes that portion of the **COMMON UTILITY AREA** that is situated within the boundaries of the **TENANT'S SUB-PREMISES**, as shown on Exhibit "A".

1.04 Any part of the property not under the exclusive control of the **TENANT** and shown on the **PREMISES** illustrated on Exhibit "A" shall be considered a projected location of an additional telecommunications provider's shelter, with necessary appurtenances and improvements, and is hereinafter referred to as the "**ADDITIONAL SUB-PREMISES.**" The **ADDITIONAL SUB-PREMISES** includes that portion of the **COMMON UTILITY AREA** that is situated within the boundaries of the **ADDITIONAL SUB-PREMISES**, as shown on Exhibit "A".

1.05 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the projected location of **TENANT'S** tower and related improvements and is hereinafter referred to as the "**COMMON TOWER AREA.**"

1.06 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the projected location of electrical and telephone lines serving the **COMMON TOWER AREA** and is hereinafter referred to as the "**COMMON UTILITY AREA.**"

1.07 The **CITY** hereby leases to the **TENANT** (i) the **TENANT'S SUB-PREMISES** for the construction, operation, control and maintenance of a wireless telecommunications facility (e.g. shelter and related improvements); and (ii) the non-exclusive use of (a) the **COMMON TOWER AREA** for the construction, operation, control and maintenance of a wireless communications tower and related improvements; and (b) the **COMMON UTILITY AREA** for the construction, operation, control and maintenance of electrical and telephone lines serving the **COMMON TOWER AREA**.

1.08 **Co-location by CITY.** As part of the consideration due the CITY by the TENANT, only if antenna space is available on a tower, TENANT shall provide CITY antenna space, at no cost to the CITY, on TENANT'S, tower, placement of which is not to interfere with the TENANT'S, operations therein. The CITY shall be responsible, at its sole cost and expense to install and properly maintain its equipment located on the TENANT'S tower. In addition, if space is not available on a tower, then the CITY shall have the right to upgrade an occupied tower for the CITY'S use, at the sole cost and expense of the CITY. If the CITY does co-locate on a provider's tower, then the rental rate charged to that provider will be reduced pursuant the rate structure described in Section V. of this Lease. IF THE CITY CO-LOCATES AN ANTENNA ARRAY ON A TOWER, THEN THAT ANTENNA WILL BE USED EXCLUSIVELY FOR CITY PURPOSES. IN CONSIDERATION OF THE RIGHT TO CO-LOCATE, THE CITY WILL NOT PROVIDE THE PUBLIC, AS CUSTOMERS, THOSE WIRELESS TELECOMMUNICATION SERVICES PROVIDED BY THE TENANT/PROVIDER.

II. ACCEPTANCE AND CONDITION OF TENANT'S SUB-PREMISES, ETC.

2.01 TENANT has had full opportunity to examine the TENANT'S SUB-PREMISES and the COMMON TOWER AREA, and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. However, such waiver of claims for damages is limited to damages resulting from an inherent danger or condition which the TENANT knew or should have known of by virtue of the inspection of the TENANT'S SUB-PREMISES and the COMMON TOWER AREA. The TENANT'S taking possession of the TENANT'S SUB-PREMISES and the non-exclusive possession of the COMMON TOWER AREA shall be conclusive evidence of the TENANT'S acceptance thereof in good order and satisfactory condition, and the TENANT hereby accepts the TENANT'S SUB-PREMISES and the COMMON TOWER AREA in its present AS IS, WHERE IS, WITH ALL FAULTS CONDITION, as suitable for the commercial purpose for which leased.

2.02 TENANT agrees that no representations, respecting the condition of the TENANT'S SUB-PREMISES and the COMMON TOWER AREA, and no promises to decorate, alter, repair, or improve the TENANT'S SUB-PREMISES and the COMMON TOWER AREA, either before or after the execution hereof, have been made by the CITY or its agents to the TENANT unless the same are contained herein or made a part hereof by specific reference herein.

III. ACCESS

3.01 TENANT shall use the TENANT'S SUB-PREMISES and the COMMON TOWER AREA and any CITY facilities to which it is given access under this Lease with the same degree of care as it accords to its own properties, and insure that its equipment and use thereof shall not alter, damage or otherwise impair the usefulness of any such property, excepting for normal wear and tear, and shall in no way interfere with the operations of CITY'S property.

3.02 **TENANT** shall have access at all times 24 hours per day, 7 days per week, to the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** during the term of this Lease. The **CITY** shall make available to **TENANT** at all times the necessary arrangements required to gain access. Additionally, upon authorization by **TENANT**, its engineers, employees, contractors, or agents of **TENANT**, Federal Communications Commission representatives or person under their supervision shall be permitted to enter the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** at reasonable times for purposes of servicing equipment or other business related matters, with signing-in required of such parties.

3.03 At the discretion of the **CITY**, an escort may be required and a reasonable fee may be charged by the **CITY** for such escort.

3.04 Except when escorted by a designated **CITY** representative, the **TENANT'S** personnel are required to notify the party in charge, if designated, of the **CITY** facility prior to or immediately upon entering any secured **CITY** facility.

3.05 Except for subcontractors, which the **CITY** has approved, subcontractors used by the **TENANT** shall at all times be escorted by a **TENANT** representative when on a secured **CITY** facility. Keys, lock combinations, magnetic access cards or other access control devices to the **CITY** properties that are issued to the **TENANT** shall not be loaned to subcontractor personnel.

3.06 While on the **CITY** premises, **TENANT'S** personnel must wear a suitable photo ID badge, to be provided by the **TENANT** that includes a nominal 1 1/2" square personal photo, unique logo and labeling that identifies the **TENANT** and the employee by name and a telephone number where confirmation of employment may be readily confirmed.

3.07 **TENANT** shall at all times assure that the **CITY** has a current list of all of its personnel who are authorized to be on the **PREMISES** on its behalf. The **CITY** shall be notified to immediately remove the name of any employee subject to disciplinary probation or termination, and shall be notified of additional personnel to be added to this list. **CITY** shall have the right to exclude any employee, agent or representative of the **TENANT** from **CITY** property, for reasonable cause, if deemed by the **CITY** to be necessary for the proper security of its facilities or the safety of its employees.

3.08 **TENANT** shall park its maintenance truck, or any other vehicle owned by **TENANT**, along the access road portion of the gated entrance and the **CITY** shall have the final authority to determine parking locations. In no event, shall **TENANT** interfere with the operations of the **CITY'S** Fire Station.

3.09 **TENANT** shall have exclusive right to access and control its shelter (as described in Section 6.04 of this Lease). However, all other areas are common to all providers/co-tenants. The **CITY** shall have the right to enter and inspect the **PREMISES**, and upon notifying the **TENANT**, the right to inspect the **TENANT'S** shelter.

3.10 **TENANT COVENANTS NOT TO UNREASONABLY INTERFERE WITH ANOTHER PROVIDER'S, CO-TENANT'S OR CITY'S ACCESS TO SAID TENANT'S SUB-PREMISES and the COMMON TOWER AREA.**

IV. TERM

4.01 The **CITY** hereby leases to the **TENANT** and the **TENANT** hereby leases from the **CITY** (i) the **TENANT'S SUB-PREMISES** and the non-exclusive use of (a) the **COMMON TOWER AREA**; and (b) the **COMMON UTILITY AREA** for use as a wireless telecommunications facility, and uses normally incident thereto, for a term of one (1) year, commencing on the date of execution and ending one (1) years thereafter.

4.02 **Holding Over.** In the event the **TENANT** holds over beyond the expiration of the term hereof, and any applicable renewal option period, if said term is renewed and extended, such holding over shall be deemed a month-to-month tenancy only, at a fair market value rental per month, payable on first day of each and every month thereafter, until the tenancy is terminated in the manner provided by this Lease or by law.

4.03 The right is expressly reserved to the **CITY** to temporarily suspend this Lease in case of an emergency.

4.04 Further, in accordance with the current San Antonio City Charter provisions, the Council may terminate this Lease in the event the use of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** shall have been found to be a nuisance. In the event of termination by City Council, the **CITY** shall give the **TENANT** notice in writing at least one hundred eighty (180) days prior to the termination date, except in cases of emergency.

4.05 **TENANT** may cancel this Lease by giving one hundred eighty (180) days written notice to the **CITY**.

4.06 Upon termination of this Lease by either the **CITY** or the **TENANT**, or by operation of law, the **TENANT** agrees to restore the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** to its condition prior to the commencement of this Lease, except for reasonable wear and tear. **TENANT** also agrees to remove any improvements, including, but not limited to any buildings or antennas installed by the **TENANT**, at the request of the **CITY**.

V. LEASE RATE STRUCTURE

5.01 **TENANT** agrees to pay the **CITY** at the Department of Asset Management or elsewhere as designated in writing by **CITY**. The rent for the term of years is to be divided as follows:

I. ONE TOWER, ONE PROVIDER

Term	Payment
A. 1 st year:	\$15,625 per year

II. ONE TOWER, TWO PROVIDERS

Term	Payment
A. 1 st year:	\$10,938 per yr. per provider

III. ONE TOWER, THREE OR MORE PROVIDERS

Term	Payment
A. 1 st year:	\$8,750 per yr. per provider

5.02 In consideration for this Lease, the **TENANT** shall tender to the **CITY** at the office shown in Section 5.01 above a yearly rental based on the rates set out in Section 5.01 above, each year. The first yearly payment shall be made on or before the date of execution of this Lease and any subsequent payment is due on or before the anniversary of the date of execution during each calendar year during the term of this Lease.

5.03 Both parties enter this Agreement with the understanding that the **CITY** is updating its policy regarding leases and licenses of **CITY** assets for telecommunications purposes. Therefore, while this is a short-term agreement that does not qualify for renewal, both parties agree to work together in good faith to negotiate a new agreement for the **PREMISES** identified in this Agreement once the policy process is finalized or in accordance with Section 5.04 at the discretion of the parties involved. This new agreement will supersede any and all prior applicable Agreements.

5.04 On or before one hundred eighty (180) days prior to the expiration of (i) the initial term of this Lease, the **CITY** agrees to advise the **TENANT** of the new applicable rate(s) and telecommunications polices on or before one hundred twenty (120) days' prior to the expiration of the term.

5.05 **Effect of Default.** If the **TENANT** defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the highest rate allowed by Texas law at the time of default, from the date it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become due to the **CITY** from the **TENANT** under the terms hereof, or which are paid by the **CITY** because of **TENANT'S** default hereunder, shall bear interest at the highest rate allowed by Texas law, from the date due until paid, or in the case of sums paid by the **CITY**, because of the **TENANT'S** default hereunder, from the date such payments are made by the **CITY** until the date the **CITY** is reimbursed by **TENANT** therefor. **CITY**, in its sole discretion, may waive any interest.

5.06 **Right to Renegotiate Rent.** The **CITY** expressly reserves the right to renegotiate the amount of rental payments annually, if the market so justifies. The standard for renegotiations of rent shall be the same as described in Sections 5.03 and 5.04 above.

5.07 **Processing Fee.** Prior to erecting a communication tower, platform or antenna, **TENANT** agrees to satisfy a processing fee of two thousand and five hundred dollars (\$2,500.00), if formally adopted by the **CITY**.

VI. CO-LOCATION AND SHARED TOWER COSTS

6.01 CITY, in its sole discretion, has the authority to determine whether a CITY owned property is suitable for a wireless telecommunications tower or antenna. CITY will identify possible sites through a Site Selection process. Sites identified by the CITY through its Site Selection process do not preclude the CITY from approving additional CITY owned sites suggested by a provider. However, each time an additional site is approved; all locally licensed wireless telecommunications providers will be notified and given the opportunity to co-locate on that site.

6.02 If TENANT constructs the tower it shall support a minimum of two (2) antenna arrays from separate wireless communication providers; and if the constructed tower only accommodates two providers, agrees to allow, at a minimum, a third provider to co-locate and upgrade said tower at the sole cost and expense of the third provider. If the CITY co-locates on a tower, then the requirement that a third provider be allowed to upgrade the tower may be waived by the CITY.

6.03 All TENANTS shall abide by the requirements set by the CITY related to the erection of towers through all applicable City Ordinances, including Zoning rules and regulations, Unified Development Code rules, Building Code rules and regulations, and all other rules and policies set by the CITY, including, but not limited to, those described in Section VIII. of this Lease.

6.04 TENANT shall be responsible for the construction of its own shelter, provided, however, that each shelter be construed uniformly so that another provider may adjoin a separate shelter.

VI. A SHARED CONSTRUCTION COSTS

6.01A **If multiple providers are awarded one site.** As a result of the CITY'S Site Selection process for wireless communications towers, if more than one (1) telecommunications provider timely proposes to erect a tower and related appurtenances at one (1) of the sites identified by the CITY, or a CITY property suggested by a provider and approved by the CITY, then it is directed that those providers communicate, negotiate and agree to the costs, terms and conditions related to the erection of a tower. In the event that such providers cannot agree, then the CITY, in its sole discretion, shall have the authority to determine, in a fair and equitable manner, which provider(s) will be awarded that site.

6.02A If more than one provider submits a timely proposal for the same site and it is determined that the site cannot reasonably accommodate each provider, then a lottery will be conducted in an equitable manner to determine which providers will be awarded the site.

VI.B METHOD FOR REIMBURSEMENT

6.01B **Tower with space.** If one provider has begun or completed the construction of a tower and related appurtenances on a site, and an additional provider(s) subsequently requests to

co-locate on said tower, then a proportionate share of costs of construction, engineering or otherwise, for that particular site, shall be reimbursed to the provider originally responsible for construction. The goal is that construction costs be shared equally between both providers who wish to locate on that tower. For example, if one provider constructs, or is constructing, a tower and a second provider is allowed to co-locate, then the second provider will reimburse the first provider fifty percent (50%) of all costs of construction already completed and share the costs of remaining construction fifty percent-fifty percent (50%-50%). Also for example, if one provider constructs, or is constructing, a tower, and two (2) or more additional providers timely request to co-locate on that tower, then the additional providers will proportionately reimburse the provider responsible for construction costs, and the additional providers will be responsible for sharing the upgrading costs. If three (3) or more providers timely request to erect a tower, then those providers will share construction costs proportionately.

6.02B Each **TENANT** shall maintain records of construction costs. These records shall be made available to the **CITY** upon request. Construction costs of a tower and related appurtenances must be allocable to that specific site. Costs, which cannot be verified through records or cannot be allocated to a specific tower site, will not be reimbursed.

6.03B Tower construction costs must meet industry standards for reasonableness or they will not be reimbursed. The **CITY** shall have the discretion to determine the reasonableness of the costs.

VLC UPGRADING COSTS

6.01C **Tower without space**. If a tower is occupied to capacity without upgrading the tower, and an additional provider subsequently requests to co-locate on said tower, then all costs of construction, engineering or otherwise, for upgrading that site to accommodate the additional provider, shall be borne by that additional provider.

VLD HEIGHT POSITION

6.01D As a result of the **CITY'S** Site Selection process for wireless communications towers, if more than one (1) telecommunications provider timely proposes to erect a tower and related appurtenances at one (1) of the sites identified by the **CITY**, then it is directed that those providers negotiate and agree to the height position on the tower at which each provider will locate its antenna array.

6.02D **Spacing**. The providers agree to cooperate and make a good faith effort to negotiate positioning on the tower. The **CITY** is not mandating a spacing distance because in some cases two or more providers may be able to locate their antenna arrays with little or no spacing between arrays. However, if the providers cannot agree to positioning on the tower, then the **CITY** reserves the right to determine positioning in a fair and equitable manner.

6.03D A provider who has already established position on an existing tower is given priority over any provider who wishes to subsequently co-locate on that tower. Any provider

which subsequently wishes to co-locate on an existing, occupied tower, must select its height position subject to the positioning of the other provider(s).

VII. TOWER REQUIREMENTS

7.01 All providers shall abide by the requirements set by the CITY related to the erection of tower, including, but not limited to following:

- a. the maximum height of all towers, or monopoles, shall not exceed one hundred and ninety-nine (199) feet;
- b. structure shall not be used to support signs other than those required by governmental agencies for aircraft warning or other safety purposes;
- c. structure shall be designed to accommodate at least two (2) separate telecommunication providers;
- d. unless otherwise governed by State or Federal requirements, the structure shall be a galvanized finish;
- e. all landscaping requirements of the particular zoning district shall be complied with fully;
- f. all structures shall meet the minimum and structural load standards specified in the City of San Antonio building code;
- g. all structures will meet the requirements of Chapter 35 of the Unified Development Code;
- h. any tower or monopole which was originally used, but is no longer used for telecommunication purposes for a continuous period of six (6) months shall be removed at the tower owner(s) expense; and
- i. in historically sensitive areas, the site is subject to review by the CITY'S Historical Preservation Office.

7.02 If a provider is awarded a site, then that provider must complete construction within six (6) months of execution of this Lease for that site, and such site shall be operational for wireless telecommunications (i.e. the antenna shall be in use), or that provider shall forfeit rights to that site.

VIII. INTERFERENCE

8.01 TENANT agrees that its equipment on the TENANT'S ADDITIONAL SUB-PREMISES and the COMMON TOWER AREA and the operation thereof will not cause any harmful interference, electromagnetic or otherwise, to the useful operation of the CITY'S fire, police and emergency services equipment and/or any communications equipment.

8.02 Should the CITY determine that the TENANT'S operation is causing such harmful interference, it shall notify the TENANT, and after receipt of such notice, TENANT will be given a reasonable period of time, at least thirty (30) days, to correct such harmful interference or remove the equipment which is causing such interference. However, if such interference creates an emergency situation, as determined by the CITY, then the thirty (30) day period does not apply, and the provider shall rectify the problem immediately, or cease operations on that tower until the problem is rectified. Costs of reducing such interference shall be borne by the TENANT.

IX. UTILITIES

9.01 TENANT shall maintain separate utility meters or sub-meters on the PREMISES. TENANT shall, during the term hereof, pay all charges for telephone, gas, electricity, water or any other power or utilities used by it for or on the TENANT'S ADDITIONAL SUB-PREMISES and the COMMON TOWER AREA before they shall become delinquent and shall hold the CITY harmless from any liability therefore.

9.02 The CITY leases to TENANT the non-exclusive use of the COMMON UTILITY AREA for the construction, operation, control and maintenance of electrical and telephone lines to service the COMMON TOWER AREA.

X. INSURANCE

10.01 A) Prior to the commencement of any work under this Agreement, Tenant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Capital Improvements Managements Services Department, which shall be clearly labeled "Clearwireless LLC Fire Training Academy Tower at 4531 South Zarzamora" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Capital Improvements Managements Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

C) Tenant's financial integrity is of interest to the City; therefore, subject to Tenant's right to maintain reasonable deductibles in such amounts as are approved by the City, Tenant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Tenant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Property Insurance – for physical damage to the property of TENANT , including improvements and betterments to TENANT SUB-PREMISES and COMMON TOWER AREA	Coverage for a minimum of one hundred percent (100%) of the replacement cost of TENANT'S improvements

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Tenant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Tenant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Director of CIMS
City of San Antonio
P. O. Box 78283-3966
San Antonio, Texas 78283-3966

E) Tenant agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as an additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Tenant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Tenant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

G) In addition to any other remedies City may have upon Tenant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Tenant to stop work hereunder, and/or withhold any payment(s) which become due, to Tenant hereunder until Tenant demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which Tenant may be held responsible for payments of damages to persons or property resulting from Tenant's or its subcontractors' performance of the work covered under this Agreement.

I) It is agreed that Tenant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

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

K) Tenant and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNITY

11.01 TENANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers

and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to TENANT'S activities under this LEASE, including any acts or omissions of TENANT, and any respective agent, officer, director, representative, employee, consultant or sublessor of TENANT, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this LEASE, all without, however, waiving any governmental immunity available to the city under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS LEASE. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity. TENANT shall promptly advise the city in writing of any claim or demand against the CITY or TENANT known to the TENANT related to or arising out of TENANT'S activities under this LEASE and shall see to the investigation and defense of such claim or demand at TENANT'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TENANT of any of its obligations under this paragraph.

11.02 It is the EXPRESS INTENT of the parties to this LEASE, that the INDEMNITY provided for in this article (ARTICLE XI), is an INDEMNITY extended by TENANT to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of THE CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. TENANT further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XII. MAINTENANCE AND SAFETY

12.01 TENANT shall not commit, or suffer to be committed, any waste on the PREMISES, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the TENANT'S SUB-PREMISES and the COMMON TOWER AREA or use the TENANT'S SUB-PREMISES and the COMMON TOWER AREA for any unlawful purpose and, TENANT shall, at all times, keep the TENANT'S SUB-PREMISES and the COMMON TOWER AREA neat, clean, and clear of any potential safety hazards and unused equipment.

12.02 **TENANT** shall prominently post easily readable signs on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** advising of any hazard(s) which may be common, known, or that the provider should be aware of through the exercise of ordinary diligence, to the operation of the equipment located on said **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**.

12.03 **TENANT** shall have a reasonable time, not to exceed ten (10) days after **CITY** mails notice to the **TENANT**, to correct any safety hazard that exists on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** after receipt of notice from any appropriate **CITY** official. Failure to comply with this provision may result in termination of this Lease, however, the **CITY** will extend such time period if good faith efforts are being made by the **TENANT**, to the **CITY'S** satisfaction, to correct said hazard.

12.04 **TENANT** will make all arrangements for installation of any control lines, or other equipment as may be required for the operation of its radio equipment. If, under the terms of this Lease, power is not specifically included in the rental, **TENANT** shall arrange for and bear the cost of the installation and use of power facilities using space provided by the **CITY** for the power meter.

12.05 **TENANT** will, at the termination of this Lease, return the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** to the **CITY** in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

12.06 **TENANT** agrees that the **CITY** shall not be liable for any theft, damages, or destruction of signs, goods, and/or other property of the **TENANT** both during the initial term and any extended terms of this Lease and as so left on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** after the **TENANT** vacates the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**. If said signs, goods, and/or other property placed by the **TENANT** upon the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** are not removed by it within thirty (30) days after the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** are vacated, then the **CITY** may remove and sale at public sale the same without further notice or liability therefor to the **TENANT**.

XIII. ABATEMENTS

13.01 It is understood and agreed that the **CITY** is not an insurer, and that the rental herein provided is based solely on the value of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** provided in this Lease. If the **TENANT'S** use of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** is interrupted due to acts of God, the rent for the period during which use is interrupted shall abate, and the **CITY** shall have no other liability beyond the rental payment abatement.

XIV. ASSIGNMENT AND SUBLET

14.01 **TENANT** shall not transfer or assign this Lease or **TENANT'S** interest in or to the **PREMISES** or any part thereof without having first obtained the prior written consent of the **CITY** which may be given only by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas, provided, however, that the foregoing shall not apply to and shall not prevent the assignment of this Lease to **TENANT'S** affiliate or to any corporation with which the **TENANT** may merge or consolidate or which may succeed to a controlling interest in the business of the **TENANT**. Notwithstanding the foregoing and for so long as any pledge or collateral assignment of the **TENANT'S** interest in the Lease shall be by instrument substantially in such form as shall have previously been approved by the City Council, the consent of the **CITY** to such pledge or collateral assignment may be given by the **CITY** acting by and through the **CITY'S** Asset Management Director.

14.02 **TENANT** shall not sublet the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** herein leased or any part thereof without having first obtained the written consent of the **CITY'S** Asset Management Director. In the event the **TENANT** requests permission to sublease, the request shall be submitted to the Asset Management Director at least thirty (30) days prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the sublessee, the area or space to be subleased, the rental to be charged, the type of business to be conducted, reasonable financial history and all other information requested by said Director shall be specified. **TENANT** shall not sublease a total of more than 50% of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**. If such limit is exceeded, the **CITY** shall have the right, upon 30 days written notice, to recapture the space described in the sublease, and terminate the entire Lease on the expiration of such 30 day period. In the event of any recapture, **TENANT'S** rental payments shall be adjusted on a prorated basis provided, however, that all options of the **CITY** contained in Provision XIV shall be available to Lessor.

14.03 In the event of a sublease where the rental value established in the sublease exceeds the rental value established in the Lease, **TENANT** shall pay to the **CITY** as additional rent the excess of the rental received from the sublessee over that specified to be paid by the **TENANT** herein, provided that the **TENANT** may charge a reasonable fee for administrative costs in addition to the sublease rental not to exceed 15% of the specified sublease rental. Such 15% shall not be considered as excess rental. Nothing herein shall prevent the **TENANT** from charging a reasonable fee to others for the use of capital equipment and facilities on the subleased premises and charging for use of utilities and other services being paid for by the **TENANT**. The provisions of this paragraph will apply if the rental received for the proportionate area of the Leased Premises by the **TENANT** exceeds the rental paid to the **CITY** for said proportionate area of the Leased Premises.

14.04 Each transfer, assignment or subletting to which there has been consent shall be by the instrument in writing, in form satisfactory to the **CITY**, and shall be executed by the transferee, assignee or sublessee who shall agree in writing for the benefit of the **CITY** to be bound by and to perform the terms, covenants and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the **CITY**. Failure to first obtain in

writing the **CITY'S** consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective.

14.05 Should there be an assignment of this Lease pursuant to the terms of Section 14.01 of this Lease, and to the extent that such assignee assumes the **TENANT'S** obligations hereunder, **TENANT** shall by virtue of such assignment be released from such obligation. Should the subletting of the Leased Premises be approved by the **CITY**, however **TENANT** agrees and acknowledges that **TENANT** shall remain fully and primarily liable under this Lease, notwithstanding any such sublease and that any such sublessee shall be required to attorn to the **CITY** under the terms of this Lease.

14.06 The receipt by the **CITY** of rent from an assignee, subtenant or occupant of the Lease Premises shall not be deemed a waiver of the covenant in this Lease against assignment and subletting or an acceptance of the assignee, subtenant or occupant as a tenant or a release of the **TENANT** from further observance or performance by the **TENANT** of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the **CITY** unless such waiver be in writing, signed by the **CITY'S** Asset Management Director.

XV. IMPROVEMENTS AND REPAIRS

15.01 **TENANT** shall not construct any material improvements or structures on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** not otherwise allowed under the terms of this Lease, nor shall **TENANT** make any material alterations to said **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, other than repairs in the ordinary course of business without the prior written approval of the **CITY** as evidenced by the passage of an ordinance, if necessary, and any and all other necessary departments and agencies of the **CITY**, including the **CITY'S** Planning Commission and Historical Design and Review Commission, which approval shall not be unreasonably withheld.

15.02 **TENANT** covenants that it shall not bind, or attempt to bind, the **CITY** for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on, or about the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**. Further, the **TENANT** agrees to remove, within thirty (30) days after filing, by payment or provisions for bonding any mechanic's or materialman's liens filed against the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** and to indemnify **CITY** in connection with such liens to the extent of any damages, expenses, attorney's fees, or court costs incurred by **CITY**.

XVI. PERMITS, TAXES, AND LICENSES

16.01 **TENANT** shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, or upon **TENANT**, or upon the business conducted on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, or upon any of the **TENANT'S** property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits

required for the operation of the business conducted by the **TENANT**. Failure to comply with the foregoing provision shall constitute grounds for termination of this Lease by the **CITY**, however, the **TENANT** reserves the right to contest the tax, if such contest occurs, **TENANT** agrees to post a bond in **CITY'S** favor in the amount of said taxes contested, including the amount of all penalties and interest due or to be due during the period of such contest.

XVII. DEFAULT AND REMEDIES

17.01 The following events shall be deemed to be events of default by the **TENANT** under this Lease:

- A. **TENANT** shall fail to pay installment of rent as provided for in this Lease and such failure shall continue for a period of ten (10) days following receipt of written notice of failure to pay any installment of rent when due and owing,
- B. Except for the correction of safety hazards as provided in Section 12.03 and of interference as provided in Section 8.02 hereinbefore, **TENANT** shall fail to comply with any material term, as reasonably determined by the **CITY**, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to the **TENANT**.
- C. The taking by a court of competent jurisdiction of the **TENANT** and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

17.02 Upon the occurrence of an event of default as heretofore provided, **CITY** may, as its option, declare this Lease, and all rights and interest created by it, terminated. Upon **CITY** electing to terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or the **CITY**, its employees, representatives, agents, or attorney may, at its option, resume possession of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** and relet the same for the remainder of the term, whether initial or an extended term, for the best rent the **CITY**, its, employees, representatives, agents, or attorney may obtain for the account of the **TENANT** without relieving the **TENANT** of any liability hereunder as to rent still due and owing in this Lease, or any extension thereof, as applicable. **TENANT** shall make good any deficiency.

17.03 Any termination of this Lease as herein provided, except under Article IV, Section 4.06, shall not relieve the **TENANT** from the payment of such sum or sums that shall then be due and payable or become due and payable to the **CITY** hereunder, or any claim for damages then or theretofore accruing against the **TENANT** hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from the **TENANT** for any default hereunder. All rights, options, and remedies of the **CITY** contained in this Lease shall be cumulative of the other, and **CITY** shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by the **CITY** of a breach of any of the covenants,

conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any covenant, condition, or restriction herein contained.

17.04 Upon any such expiration or termination of this Lease, **TENANT** shall quit and peacefully surrender the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** to the **CITY** within a reasonable period of time, and **CITY**, upon or at any reasonable time after such expiration or termination may, without further notice, enter upon and re-enter the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** and possess and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, any may dispossess **TENANT** and remove the **TENANT** and all other persons and property, including all signs, furniture, trade fixtures, and other property which may be disputed as to its status as fixtures, from the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, and such action by the **CITY** shall not constitute the **CITY'S** acceptance of abandonment and surrender of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** by **TENANT** or prevent the **CITY** from pursuing all legal remedies available to it.

17.05 Bankruptcy on the part of the **TENANT**, or of any of its assignees or sublessees, shall be deemed an act of default and a breach of this Lease.

XVIII. QUIET ENJOYMENT

18.01 **CITY** covenants and agrees, subject to the provisions of this Lease, that the **TENANT**, on paying the rent and all other charges in this Lease provided for and observing and performing the covenants, agreements, and conditions of this Lease on its part to be observed and performed, shall lawfully and quietly hold, occupy, and enjoy the **PREMISES** during the term without hindrance or molestation of any kind whatsoever.

XIX. CONFLICT OF INTEREST

19.01 **TENANT** acknowledges that it is informed that Texas law prohibits contracts between the **CITY** and any local public official, such as a **CITY** officer or employee, and that the prohibition extends to an officer and employee of **CITY** agencies, such as **CITY** owned utilities and certain **CITY** boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. **TENANT** certifies (and this Lease is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Lease, is an officer or employee of the **CITY** or any of its agencies. The **TENANT** further certifies that it has complied with the **CITY'S** ethics ordinance.

XX. ENTIRE AGREEMENT/AMENDMENT

20.01 This Lease, together with its attached Exhibits "A" and "B," in writing, constitutes the entire agreement between the parties.

20.02 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

20.03 This Lease is entered into pursuant to the CITY Ordinance referenced on page 1 hereof, which adopted this written Standard Tower Lease Agreement, and the CITY has adopted a procedure and policy through which this Standard Tower Lease Agreement may be executed by the City Manager's Office. Any substantial change to this Lease must be in writing, approved by City Council and adopted by Ordinance.

XXI. SEPARABILITY

21.01 If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

XXII. NOTICES

22.01 Any notice or demand given under this Lease shall be in writing and shall be effectively delivered when deposited in the United States Mail, in Certified or Registered form, postage prepaid, addressed as follows:

If to the CITY:
City Clerk's Office
City of San Antonio
P. O. Box 839966/2nd Floor City Hall
San Antonio, Texas 78283-3966

With a copy to:
Director of CIMS
City of San Antonio
P. O. Box 78283-3966
San Antonio, Texas 78283-3966

If to TENANT:
Clear Wireless
4400 Clarillon Point
Kirkland, WA 98033

With a copy to:
Clear Wireless
4400 Clarillon Point
Kirkland, WA 98033

22.02 Notice given in any other manner shall be effective only when actually received. Either party may change the address herein specified from time to time giving five days written notice of same.

22.03 This Contract is to be construed under the laws of the State of Texas and is performable in Bexar County, Texas.

XXIII. PARTIES BOUND

23.01 The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors, and assigns, and if there shall be more than one party designated as the TENANT in this Lease, they shall each be bound jointly and severally hereunder.

XXIV. LAW TO APPLY

24.01 THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XXV. GENDER

25.01 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVI. CAPTIONS

26.01 The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Lease.

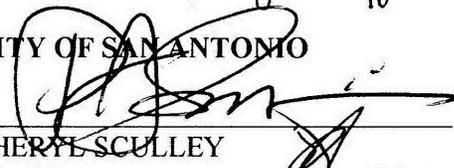
XXVII. AUTHORITY

27.01 The signer of this Lease for the TENANT hereby represents and warrants that he or she has full authority to execute this Lease on behalf of the TENANT.

IN WITNESS WHEREOF, in duplicate originals, we have affirmed our signatures this 3rd day of February, 2009₁₀

CITY OF SAN ANTONIO

CLEAR WIRELESS, L.L.C.



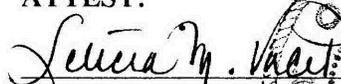
SHERYL SCULLEY
City Manager



Name: ANA HENMERT
Title: DIRECTOR-NETWORK DEPLOYMENT

ATTEST:

ATTEST: 11/16/09



LETICIA VACEK
City Clerk



Name: Mayra Salas
Title: ND coordinator

APPROVED AS TO FORM:



MICHAEL BERNARD
City Attorney



EXHIBIT "A"

Premise Description and Site Plans

Being 16.11 acres of land, more or less, out of 33.85 acres out of the remaining portion of a 94.03 acre tract of Kelly Field, New City Block 8786, San Antonio, Bexar County, Texas, (Part of Normoyle Ordnance Depot), as described by Deed recorded in Volume 10202, Page 2352, Official Public Records of Real Property, Bexar County, Texas.

SITE PLANS

SEE ATTACHED DRAWINGS



TX-SAN126

4531 SOUTH ZARZAMORA STREET
SAN ANTONIO, BEXAR COUNTY, TX 78211

APPROVED FOR CONSTRUCTION

NETWORK DEPLOYMENT _____	CONSTRUCTION MANAGER _____
RF _____	BACK HAUL _____
SITE ACQUISITION _____	PROPERTY OWNER _____

DRAWING INDEX			DIRECTIONS	PROJECT SUMMARY
NUMBER	SHEET TITLE	REV		
T1	TITLE SHEET	2	<p>FROM SAN ANTONIO INTERNATIONAL AIRPORT: TRAVEL SOUTH ON IH-37 (US-281) TO IH-35. GO SOUTH ON IH-35 APPROX. 3.4 MILES TO EXIT 154A FOR NOGALITOS ST. TURN SLIGHT RIGHT ON NOGALITOS/LOOP 353. CONTINUE ON NOGALITOS ST. FOR APPROX. 1.8 MILES THEN TURN RIGHT AT HOSACK AVE. CONTINUE ON HOSACK AVE. FOR APPROX. 0.2 MILES THEN TURN LEFT AT SOUTH ZARZAMORA STREET. FOLLOW SOUTH ZARZAMORA FOR APPROX. 66 FT. SITE WILL BE ON THE R</p> <p style="text-align: center;">VICINITY MAP</p>	<p>SCOPE OF WORK: PROPOSED (3) SECTOR ANTENNAS, BTS, & MICROWAVE DISHES MOUNTED ON AN EXISTING TOWER. EQUIPMENT CABINET WILL BE LOCATED AT THE BASE OF THE TOWER ON THE RAISED PLATFORM. SITE IS AN UNMANNED TELECOMMUNICATIONS FACILITY NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS IS NOT REQUIRED). FACILITY HAS NO PLUMBING.</p> <p>SITE NUMBER: TX-SAN126</p> <p>SITE ADDRESS: 4531 ZARZAMORA STREET SAN ANTONIO, TX. 78211</p> <p>TOWER OWNER: CITY OF SAN ANTONIO 114 W. COMMERCE SAN ANTONIO, TX.</p> <p>CONTACT: MARCIA ORLANDI (210) 207-7370</p> <p>APPLICANT: CLEAR WIRELESS, LLC 4400 CARILLON POINT KIRKLAND, WA 98033</p> <p>SITE ACQUISITION: BCI COMMUNICATIONS EDGAR A. MUNIZ (301) 755-4851</p> <p>LATITUDE: 29.37917° LONGITUDE: -98.5366° LAT/LONG TYPE: GPS-NAD83</p> <p>ELEVATION: 656'</p> <p>COUNTY: BEXAR JURISDICTION: CITY OF SAN ANTONIO TAX I.D. NUMBER: 423055</p> <p>A/E CONSULTANT: ARCHCOMM INC. 1840 LOCKHILL-SELMA #101 SAN ANTONIO, TEXAS 78213 (210) 308-9905</p> <p>TELCO COMPANY: AT&T (800) 499-7928</p> <p>POWER COMPANY: CPS ENERGY (210) 353-4639</p>
A1	SITE PLAN AND ELEVATION	2		
A2	DETAILS AND NOTES	0		
A3	STRUCTURAL NOTES, SECTION AND DETAILS	1		
A4	EQUIPMENT DETAILS	1		
E1	ELECTRICAL PLAN	1		
E2	GROUNDING PLAN	1		
E3	ELECTRICAL DETAILS	0		
E4	GROUNDING DETAILS & NOTES	0		
E5	GROUNDING ANTENNA DETAILS	0		
E6	ELECTRICAL RISER, NOTES, AND DETAILS	0		



ARCHCOMM, INC.
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

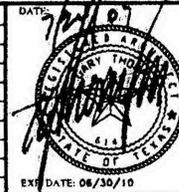


CLEAR WIRELESS LLC,
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7600
FAX: (425) 216-7900

TX-SAN126

4531 SOUTH ZARZAMORA STREET
SAN ANTONIO, BEXAR COUNTY, TX 78211

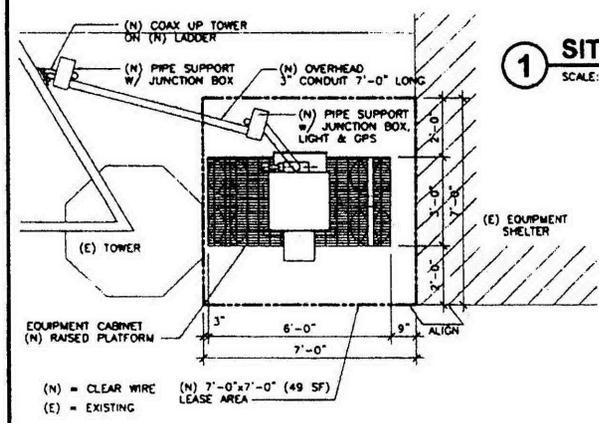
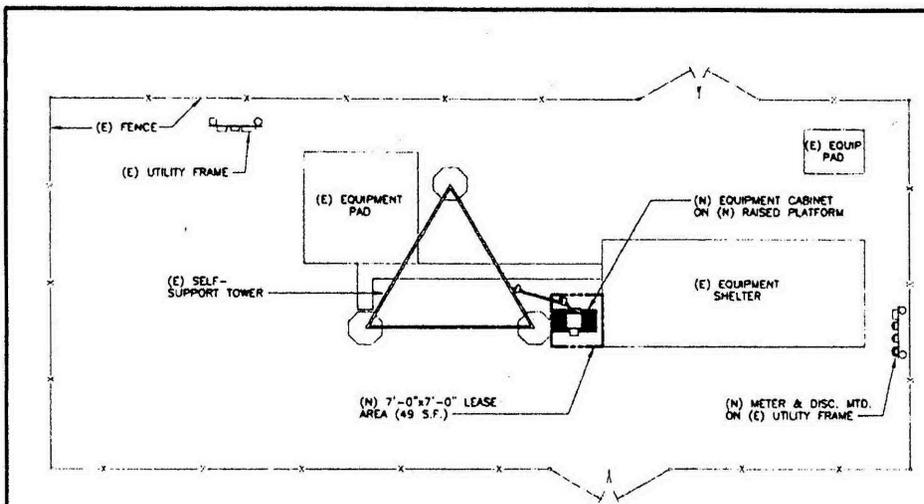
NO.	DATE	DESCRIPTION
2	07.24.09	REVISE DRAWING INDEX
1	06.15.09	REVIEW UPDATE
0	06.12.09	ISSUE FOR CONSTRUCTION
3	06.03.09	PROTOTYPE UPDATE
2	05.15.09	REVISE DRAWING INDEX
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		



TITLE SHEET

DRAWING NUMBER	REV
T1	2

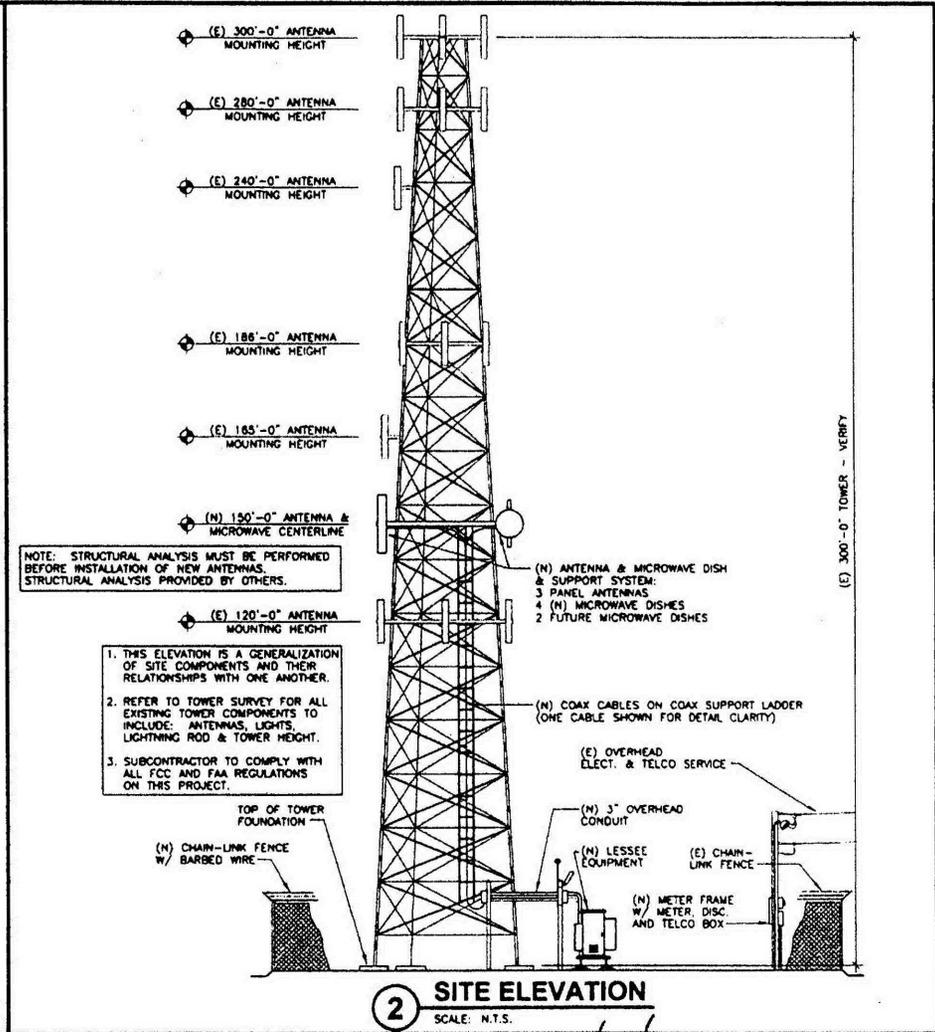
H:\Clearwire\BCI sites\TX-SAN126-CW0956822\TX-SAN126-Clearwire T-1.dwg, 7/24/2009 11:33:23 AM, jlgarcia



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

3 DETAIL SITE PLAN
SCALE: 1/4" = 1'-0"

TEXAS ONE CALL SYSTEM
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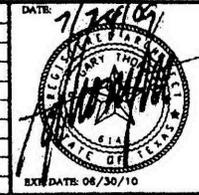
2 SITE ELEVATION
SCALE: N.T.S.



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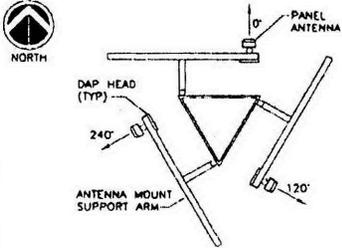
NO.	DATE	DESCRIPTION
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1	06.15.09	REVIEW UPDATE
0	08.12.09	ISSUE FOR CONSTRUCTION
3	08.03.09	PROTOTYPE UPDATE
2	05.19.09	REVISE DRAWING INDEX
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		



SITE PLAN & ELEVATION

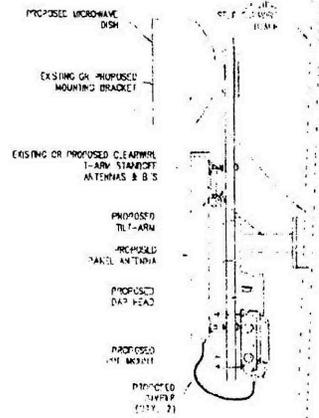
DRAWING NUMBER	REV
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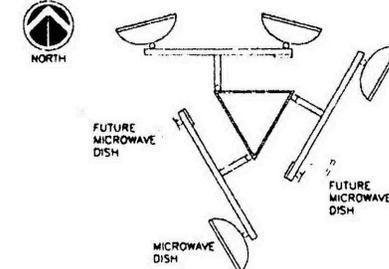
1. ALL ANTENNAS FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0'-0". ANTENNA HEIGHTS ARE SHOWN ON TOWER ELEVATION DETAIL 1/A-2.
3. CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE, AND AZIMUTHS WITH RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
4. LOCAL MAGNETIC DECLINATION FACTOR, PER THE NATIONAL GEOPHYSICAL DATA CENTER, IS 5'0" BY 0'7" PER YEAR.
5. PROVIDE 2 FT. MIN. HORIZONTAL SEPARATION BETWEEN ALL AP & M/W ANTENNAS AS MEASURED FROM THE EDGES OF RADOMES. IF POSSIBLE, ALLOW 4 FT. HORIZ. SEPARATION WITH 748 & 808 MHZ ANTENNAS.
6. ALLOW MINIMUM OF 1 FT. & PREFERABLY 2 FT. OF VERTICAL SEPARATION BETWEEN ANTENNAS AS MEASURED FROM RADOME EDGES.

1 ANTENNA ORIENTATION PLAN
SCALE: N.T.S.

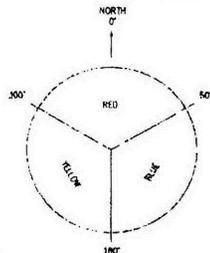


2 ANTENNA MOUNT DETAIL
SCALE: N.T.S.

NOTE: PIPE MOUNTS ARE TO BE 3" O.D. WHEN MICROWAVE AND PANEL ANTENNA ARE ON SAME PIPE MOUNT



6 MICROWAVE ORIENTATION PLAN
SCALE: N.T.S.



GENERAL ANTENNA ORIENTATION THREE (3) SECTOR LABELING

ITEM LOCATION:
301° TO 60° - ARE IN THE RED SECTOR
61° TO 180° - ARE IN THE BLUE SECTOR
181° TO 300° - ARE IN THE YELLOW SECTOR

3 ANTENNA SECTOR NAMING
SCALE: N.T.S.

SECTOR DEGREE RANGE	MARKING METHOD COLORED BAND	MARKING METHOD NUMBER OF BANDS
301° TO 60°	RED	SMALLEST # IN THE RANGE = R1 NEXT LARGER # = R2
61° TO 180°	BLUE	SMALLEST # IN THE RANGE = B1 NEXT LARGER # = B2
181° TO 300°	YELLOW	SMALLEST # IN THE RANGE = Y1 NEXT LARGER # = Y2

NOTES:
LABEL EACH ANTENNA ABOVE THE DOWN-TILT KNOB AND ON THE DOWN-TILT OUTER CAP WITH COLORED TAPE. LABEL AS FOLLOWS:
RED: RFU_1 BLUE: RFU_2 YELLOW: RFU_3

ETHERNET CABLES SHALL BE PLACED INSIDE INNER DUCT AND ATTACHED TO TOWER.

4 ANTENNA & MICROWAVE LABELING
SCALE: N.T.S.

1. FACILITY WILL BE INDEPENDENTLY POWERED WITH SEPARATE METER.
2. ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.
3. CONTRACT COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND PRACTICE ALL O.S.H.A. SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR CLEAR WIRELESS, LLC.
4. CONTRACTOR SHALL PERFORM A SAFETY INSPECTION PRIOR TO COMMENCING ALL WORK ACTIVITIES AT A CLEAR WIRELESS, LLC LEASED OR OWNED SITE. CLEAR WIRELESS, LLC SHOULD BE IMMEDIATELY NOTIFIED OF SAFETY HAZARD(S) FOUND DURING THE INSPECTION THAT COULD CAUSE DAMAGE TO PROPERTY. ALL WORK SHALL BE HALTED UNTIL SUCH TIME THAT THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF POSSIBLE, SHOULD BE CORRECTED BY THE CONTRACTOR WHILE ON SITE. AFTER THE CONTRACTOR HAS NOTIFIED CLEAR WIRELESS, LLC OF THE HAZARD AND HAS RECEIVED APPROVAL FROM CLEAR WIRELESS, LLC TO PERFORM THE CORRECTION.
5. TOWER MODIFICATIONS, IF REQUIRED, ARE TO BE COMPLETED BEFORE THE INSTALLATION OF ANY EQUIPMENT.
6. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENTS. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OF PROCEEDING WITH CONSTRUCTION.
7. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
8. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM ENGINEER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
9. IT IS THE OWNERS RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.

5 MISCELLANEOUS NOTES & ABBREVIATIONS
SCALE: N.T.S.

NOTE: STRUCTURAL ANALYSIS MUST BE PERFORMED BEFORE INSTALLATION OF NEW ANTENNAS. STRUCTURAL ANALYSIS PROVIDED BY OTHERS.



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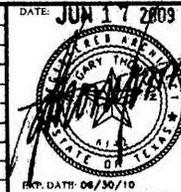


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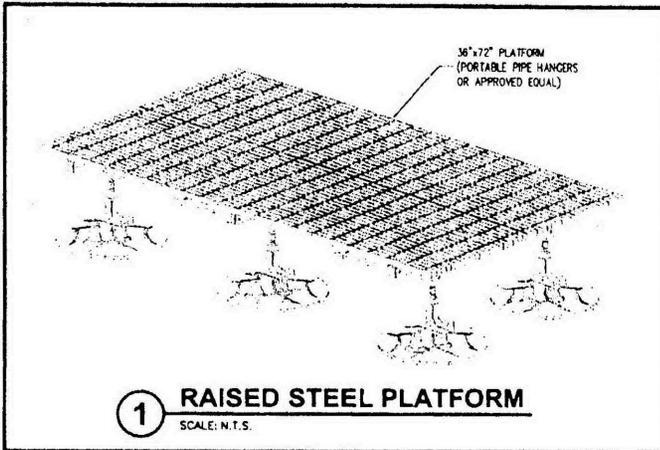
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3	06.03.09	PROTOTYPE UPDATE
2	05.15.09	REVISE DRAWING INDEX
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		



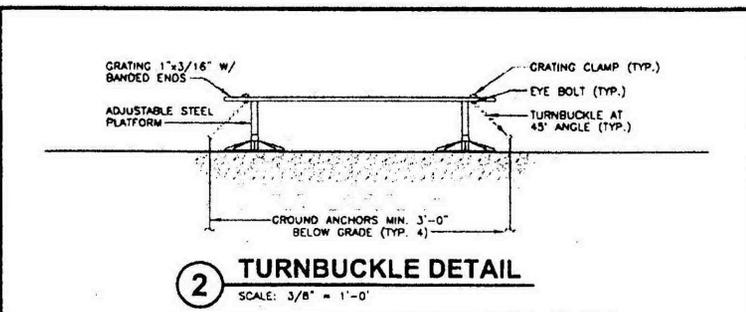
DETAILS & NOTES

DRAWING NUMBER	REV
A2	0

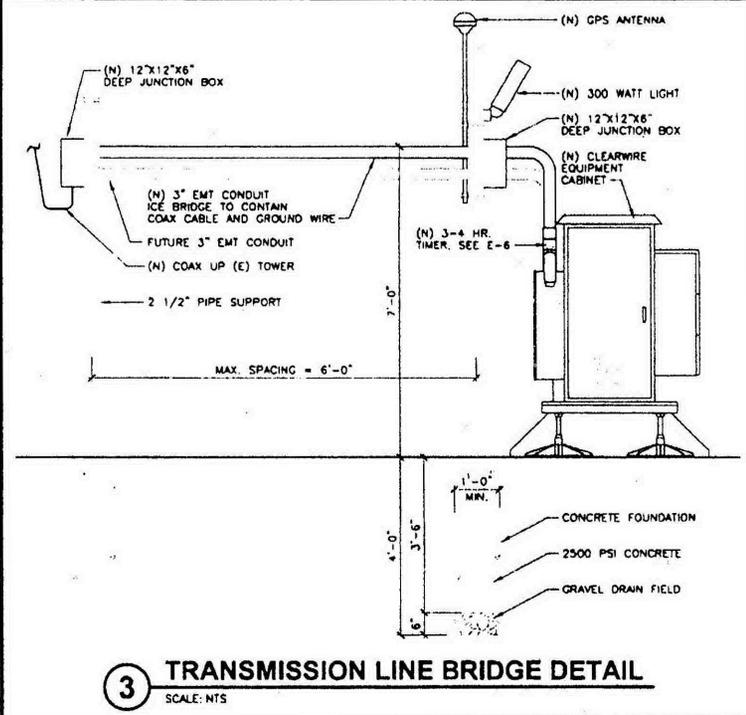
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1 RAISED STEEL PLATFORM
SCALE: N.T.S.



2 TURNBUCKLE DETAIL
SCALE: 3/8" = 1'-0"



3 TRANSMISSION LINE BRIDGE DETAIL
SCALE: N.T.S.

4 STRUCTURAL NOTES
SCALE: NONE

- STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS. ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
- STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL COMPONENTS AND FABRICATION ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
- WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1.96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH-UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
- ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A316. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CONCRETE EXPANSION ANCHORS SHALL BE MULTI KWIK BOLTS UNLESS NOTED OTHERWISE. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
- ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT TIE WRAPS OR STAINLESS STEEL HARDWARE.
- ALL REINFORCED STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BILLET STEEL BARS.
- IT IS THE OWNER'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.
- ALL FIELD CUT METAL WILL BE SCRAPPED OF ANY RUST AND COLD GALVANIZED.
- RUBBER CAPS WILL BE PLACED ON ALL EXPOSED UNISTRUT ENDS.



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0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		

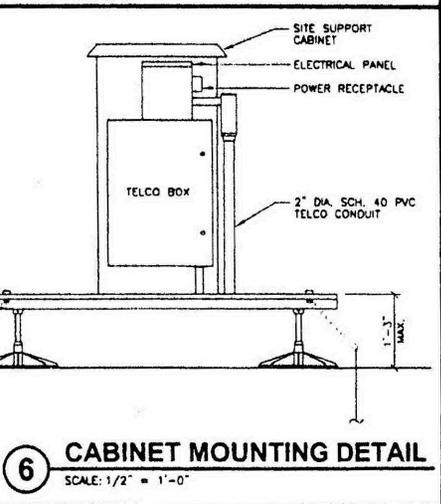
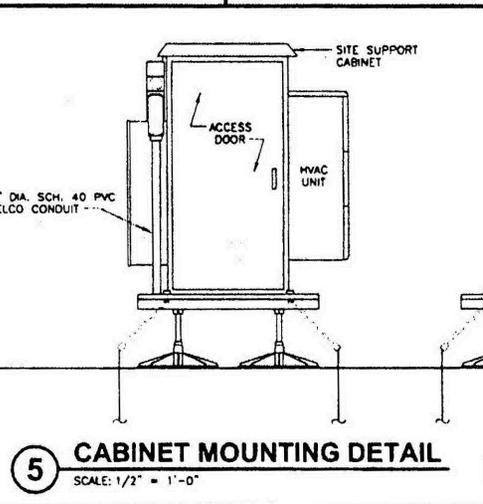
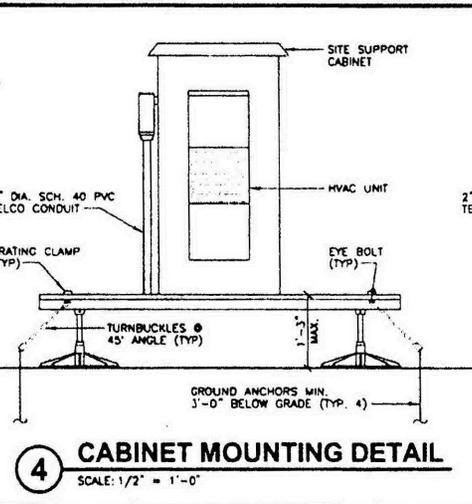
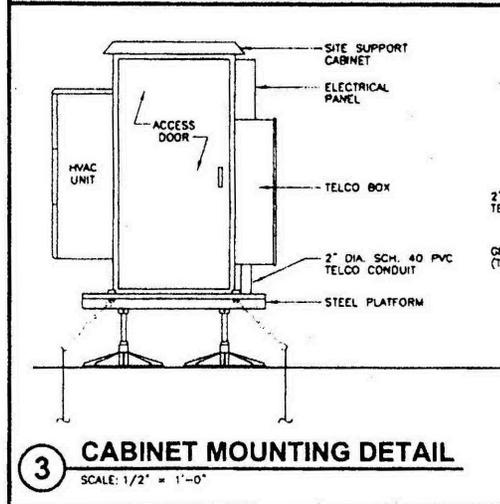
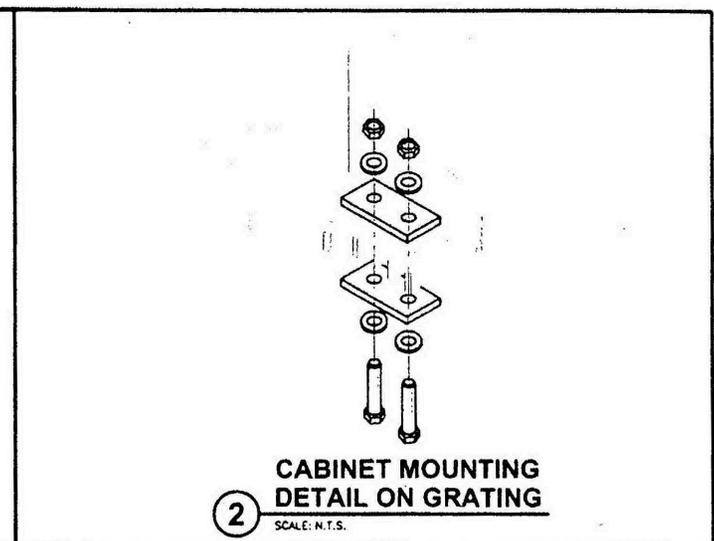
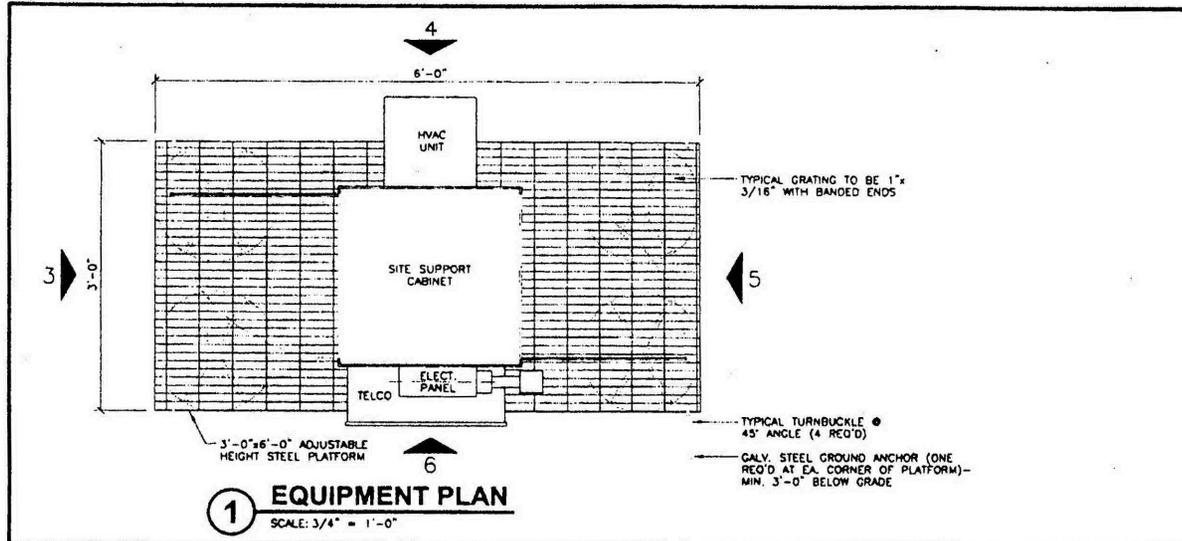
DATE: JUN 17 2009

EXP. DATE: 06/30/10

STRUCTURAL NOTES, SECTIONS AND DETAILS

DRAWING NUMBER	REV
A3	1

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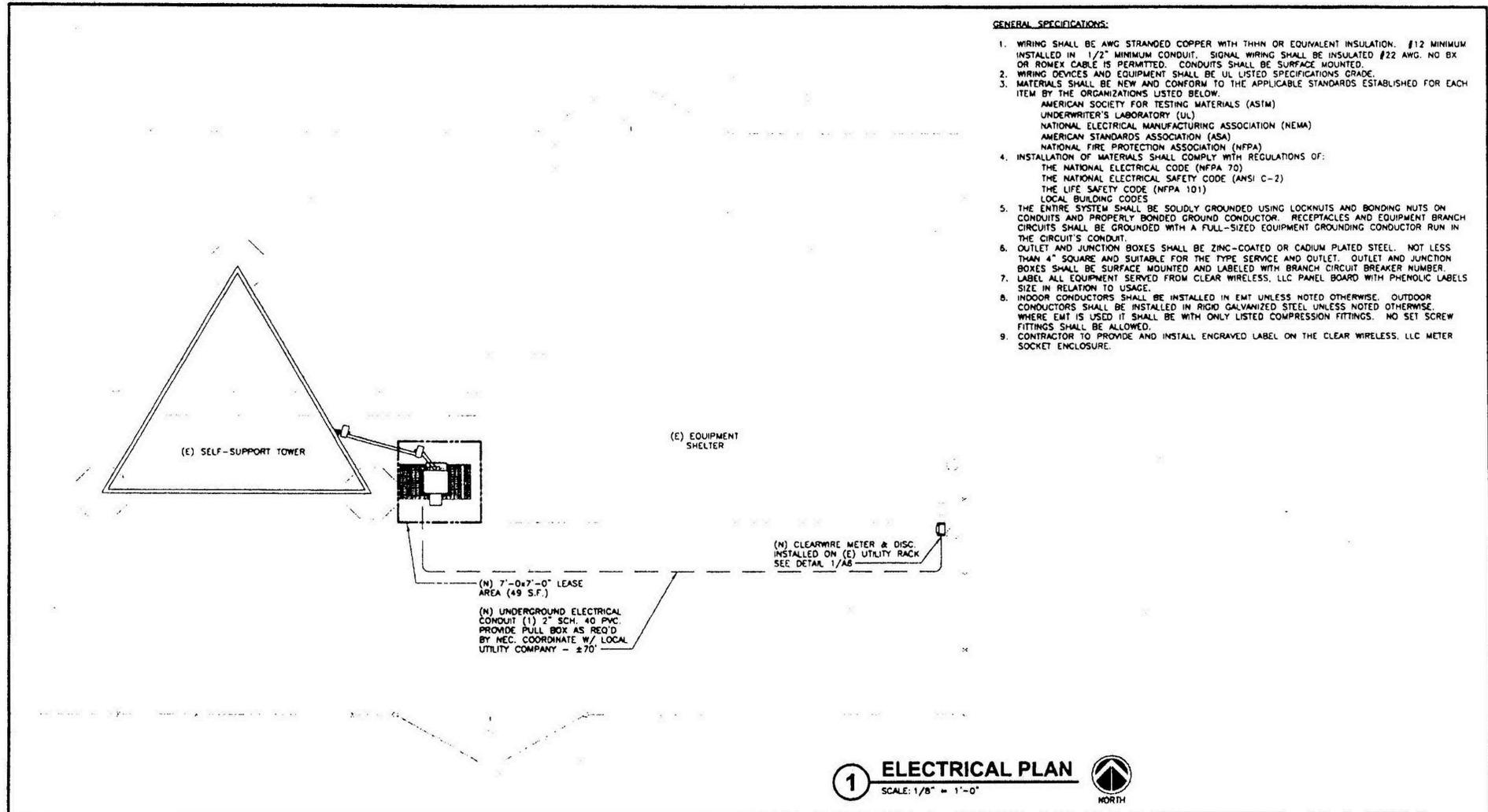
DATE: JUN 17 2009

EXPI. DATE: 06/30/10

EQUIPMENT DETAILS

DRAWING NUMBER	REV
A4	1

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GENERAL SPECIFICATIONS:

1. WIRING SHALL BE AWG STRANDED COPPER WITH THHN OR EQUIVALENT INSULATION. #12 MINIMUM INSTALLED IN 1/2" MINIMUM CONDUIT. SIGNAL WIRING SHALL BE INSULATED #22 AWG. NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED.
2. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
3. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW.
 AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
 UNDERWRITER'S LABORATORY (UL)
 NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
 AMERICAN STANDARDS ASSOCIATION (ASA)
 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
4. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
 THE NATIONAL ELECTRICAL CODE (NFPA 70)
 THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2)
 THE LIFE SAFETY CODE (NFPA 101)
 LOCAL BUILDING CODES
5. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
6. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED STEEL. NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
7. LABEL ALL EQUIPMENT SERVED FROM CLEAR WIRELESS, LLC PANEL BOARD WITH PHENOLIC LABELS SIZE IN RELATION TO USAGE.
8. INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE. OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE. WHERE EMT IS USED IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
9. CONTRACTOR TO PROVIDE AND INSTALL ENGRAVED LABEL ON THE CLEAR WIRELESS, LLC METER SOCKET ENCLOSURE.

1 ELECTRICAL PLAN
 SCALE: 1/8" = 1'-0"



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0	05.01.09	ISSUE FOR REVIEW
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REGISTRATION NUMBER F-G224



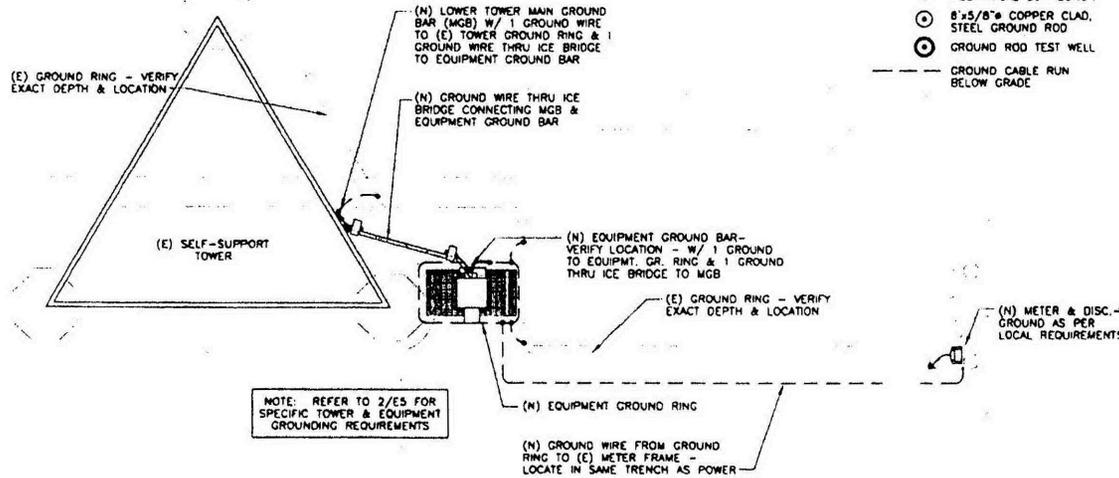
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ELECTRICAL PLAN

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CW0958822



NOTE: REFER TO 2/ES FOR SPECIFIC TOWER & EQUIPMENT GROUNDING REQUIREMENTS

1 GROUNDING PLAN
SCALE: 1/4" = 1'-0"



VERIFY THE EXISTENCE AND VIABILITY OF ANY EXISTING TOWER GROUNDING SYSTEM. WHEN TYING INTO ANY PART OF AN EXISTING SYSTEM ENSURE EXISTING SYSTEM IS COMPLETE AND FUNCTIONING TO CLEARWIRE STANDARDS. IF CLEARWIRE STANDARDS ARE NOT MET, DO NOT TIE INTO EXISTING SYSTEM; CONTACT CLEARWIRE'S PROJECT MANAGER FOR INSTRUCTIONS.

3 SYMBOLS LEGEND

SCALE: N.T.S.

- EXOTHERMIC WELD
- MECHANICAL CONNECTION
- ⊙ 8x5/8" COPPER CLAD, STEEL GROUND ROD
- ⊙ GROUND ROD TEST WELL
- GROUND CABLE RUN BELOW GRADE

2 GROUNDING NOTES
SCALE: N.T.S.

1. GROUNDING IS REQUIRED FOR FACILITIES AND STRUCTURES TO REDUCE THE HAZARDS OF ELECTRICAL SHOCK TO PERSONNEL, PROTECT WIRING AND COMPONENTS FROM DAMAGE, REDUCE LONGITUDINAL CURRENT AND REDUCE NOISE.
2. GROUNDING SHALL COMPLY WITH ARTICLE 250 - 30, 52, & 62-70 OF THE NATIONAL ELECTRIC CODE.
3. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
4. GROUNDING CONDUCTORS SHALL BE RUN THROUGH PVC SLEEVES WHERE ROUTING THROUGH WALLS, FLOORS, AND CEILINGS. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
5. EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
6. ALL CONDUCTORS USED IN THE GROUND RING AND GROUND RING STRINGERS SHALL BE #2 SOLID WIRE. ALL STRINGERS SHALL BE CONNECTED TO THE GROUND RING USING EXOTHERMIC WELDS WITH TAC 2 BY 2 MOLDS AND #80 WELD METAL.
7. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.

GROUND RING INSTALLATION:

1. THE TRENCH FOR THE GROUND RING SHALL BE A MINIMUM OF 2' DEEP OR BELOW THE FROST LINE.
2. THE TRENCH SHALL BE INSTALLED AROUND THE CLEARWIRE EQUIPMENT PLATFORM AND EXTENDED TO THE TOWER WHERE THE BOTTOM BUSS BAR WILL BE INSTALLED.
3. ONCE ALL THE DIRT IS REMOVED FROM THE TRENCH, THE GROUND RODS WILL BE SPACED AT A MINIMUM OF 8' APART FROM EACH OTHER. THE GROUND RODS WILL BE DRIVEN INTO THE GROUND TO A MAXIMUM OF 8" ABOVE THE GROUND AT TRENCH LEVEL. THE TOP OF THE GROUND ROD MUST BE 1'-6" BELOW GRADE.
4. AFTER THE GROUND RODS HAVE BEEN INSTALLED, MAKE A MEASUREMENT AND CUT FOR THE #2 WIRE TO BE INSTALLED TO THE GROUND RING. ENSURE THE #2 WIRE IS LONG ENOUGH TO MAKE A CONTINUOUS RUN TO THE GROUND RING.
5. THE GROUND RING MUST BE ONE WIRE AND SHOULD ONLY BE EXOTHERMICALLY WELDED AT THE END OF THE GROUND RING.
6. START AT ONE OF THE GROUND RODS PREVIOUSLY INSTALLED AND MAKE AN EXOTHERMIC WELD CONNECTION BETWEEN THE GROUND ROD AND #2 WIRE. CONTINUE THIS STEP UNTIL ALL GROUND RODS HAVE BEEN CONNECTED TO THE #2 WIRE FOR THE GROUND RING.
7. ONCE YOU HAVE MADE A CONTINUOUS RUN WITH THE #2 WIRE FROM EACH GROUND ROD AND BACK TO WHERE YOU MADE THE FIRST CONNECTION OF THE GROUND ROD, OVERLAP THE #2 WIRE BY 1' AND SPLICE THE #2 WIRE TO ITSELF WITH A 2 TO 2 EXOTHERMIC WELD MOLD. THIS SHOULD BE THE ONLY SPLICE MADE WITHIN THE GROUND RING.
8. AFTER THE GROUND RING HAS BEEN INSTALLED YOU WILL NEED TO MAKE ADDITIONAL MEASUREMENTS FOR THE STRINGERS THAT WILL BE CONNECTED TO THE GROUND RING AND BROUGHT OUT ABOVE GRADE. STRINGERS WILL BE BROUGHT OFF THE GROUND RING TO THE FOLLOWING LOCATIONS TO BE CONNECTED TO THE FOLLOWING:
 - TWO OPPOSITE CORNERS OF THE PLATFORM.
 - TWO STRINGERS FOR TELCO BUSS BAR LOCATED INSIDE THE CLEARWIRE CABINET.
 - THE SIDE OF THE TELCO ENCLOSURE LOCATED ON THE CLEARWIRE CABINET.
 - ONE STRINGER TO EACH PIPE SUPPORT INSTALLED FOR THE ICE BRIDGE CLOSEST TO THE EQUIPMENT.
 - ICE BRIDGE SUPPORTS CLOSEST TO THE TOWER ARE GROUNDED TO MGB.
 - ONE STRINGER FOR THE EQUIPMENT GROUND BAR.

GROUNDING CONNECTIONS:

1. GROUNDING CONNECTIONS SHALL BE MADE USING EXOTHERMIC WELDS UNLESS NOTED OTHERWISE.
2. CLEAN SURFACES TO SHINY METAL WHERE GROUND WIRES ARE EXOTHERMICALLY WELDED TO GALVANIZED SURFACES. TREAT ALL EXOTHERMIC WELDS WITH A GALVANIZED PAINT OR TOUCH UP WITH GALVANOXB OR EQUIVALENT.
3. PRIOR TO INSTALLING LUGS ON GROUND WIRES AND/OR TO MAKING ANY OTHER MECHANICAL CONNECTIONS, APPLY GALVANOXB OR EQUIVALENT. PRIOR TO BOLTING GROUND WIRES TO GROUND BARS, APPLY GALVANOXB OR EQUIVALENT.
4. CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS, AND LOCK WASHERS 3/8" DIAMETER MINIMUM.
5. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO THE GROUND RING, INSTALL WIRE IN 1/2" PVC SLEEVE, FROM 1' ABOVE GRADE AND SEAL TOP WITH SILICONE MATERIAL.
6. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDATION PAINT.
7. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP (BRUNDY TYPE) COMPRESSION TYPE (ABOVE GRADE COMPRESSION FITTINGS) OR EXOTHERMIC WELDS. SPLIT BOLTS ARE NOT ACCEPTABLE.
8. CONNECTIONS SHALL BE CRIMPED USING THE PROPER HYDRAULIC CRIMPING TOOL (TYPE 7750).
9. ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OR EQUIPMENT, AND WHERE EXPOSED FOR GROUNDING CONDUCTOR TERMINATIONS SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.

GROUNDING SYSTEM INSPECTION AND TESTING

1. PRIOR TO BACKFILLING THE GROUND RINGS AND GROUND RODS, PROVIDE 24-HOUR NOTICE FOR CLEARWIRE'S PROJECT MANAGER TO INSPECT THE WORK.
2. THE GROUNDING SYSTEM SHALL PROVIDE FOR A MAXIMUM EARTH RESISTANCE OF 2 OHMS. IN ORDER TO ENSURE THIS RESISTANCE IS ACHIEVED, THE CONTRACTOR SHALL PERFORM THE "FALL OF POTENTIAL" OR "THREE TERMINAL" EARTH RESISTANCE "MEGGER" TESTING. CONTACT CLEARWIRE'S PROJECT MANAGER WITH THE RESULTS.



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TEL: (425) 216-7800
FAX: (425) 216-7900

TX-SAN126

4531 SOUTH ZARZAMORA STREET
SAN ANTONIO, BEXAR COUNTY, TX 78211

NO.	DATE	DESCRIPTION
1	06.15.09	REVIEW UPDATE
0	06.12.09	ISSUE FOR CONSTRUCTION
2	06.03.09	PROTOTYPE UPDATE
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		

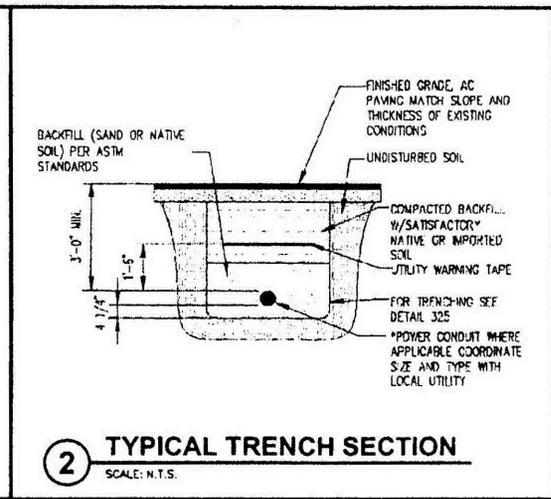
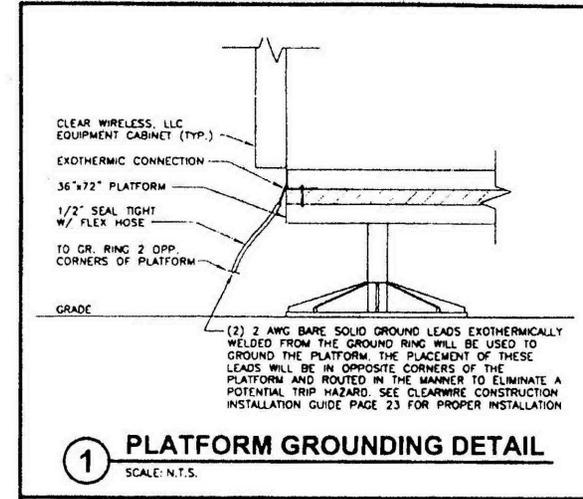
REGISTRATION NUMBER F-6224



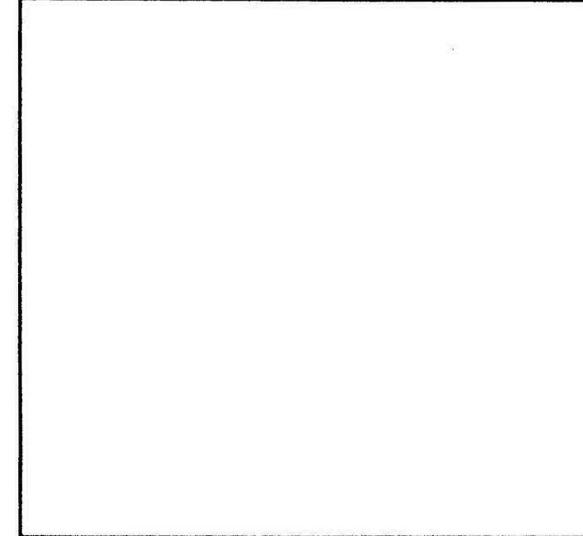
GROUNDING PLAN

DRAWING NUMBER	REV
E2	1

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- GENERAL NOTES:**
- OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF PERMITS TO CLEAR WIRELESS.
 - SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
 - REDLINED AS-BUILTS ARE TO BE DELIVERED TO CLEAR WIRELESS REPRESENTATIVE.
 - PROVIDE TWO COPIES OF OPERATIONS AND MAINTENANCE MANUALS IN THREE-RING BINDER.
 - FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELCO SYSTEM AND THE GROUNDING SYSTEM AS SHOWN ON THESE PLANS.
 - WORK SHALL BE PERFORMED IN STRICT ACCORDANCE W/ APPLICABLE BUILDING CODES AND LOCAL ORDINANCES. INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY CLEAR WIRELESS REPRESENTATIVE.
 - CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
 - PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
 - REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED W/ THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
 - CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
 - IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE FEEDERS AND EQUIPMENT/ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
 - CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY, LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
 - CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE NEW SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE NEW LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2(B).
 - THE EQUIPMENT PROTECTION MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCOMING EQUIPMENT AND/OR UTILITY COMPANY AIC RATE.



ARCHCOMM, INC.
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

clear
superfast mobileInternet

CLEAR WIRELESS LLC,
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7600
FAX: (425) 216-7900

TX-SAN126

4531 SOUTH ZARZAMORA STREET
SAN ANTONIO, BEXAR COUNTY, TX 78211

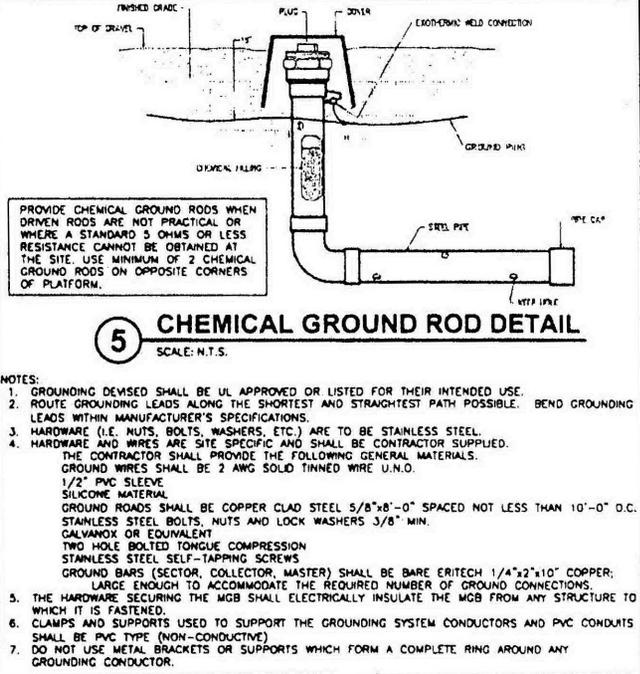
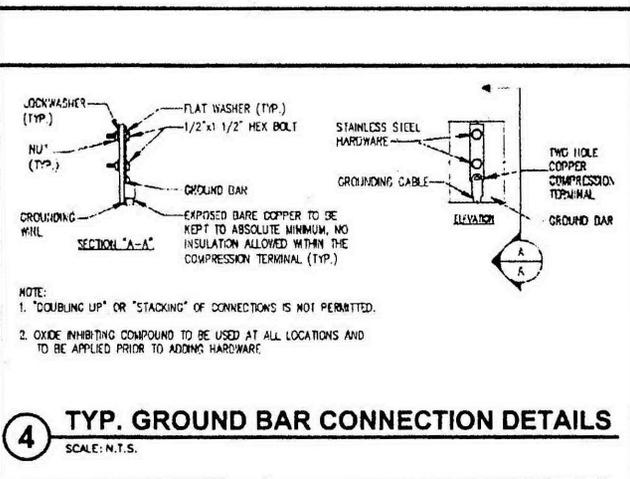
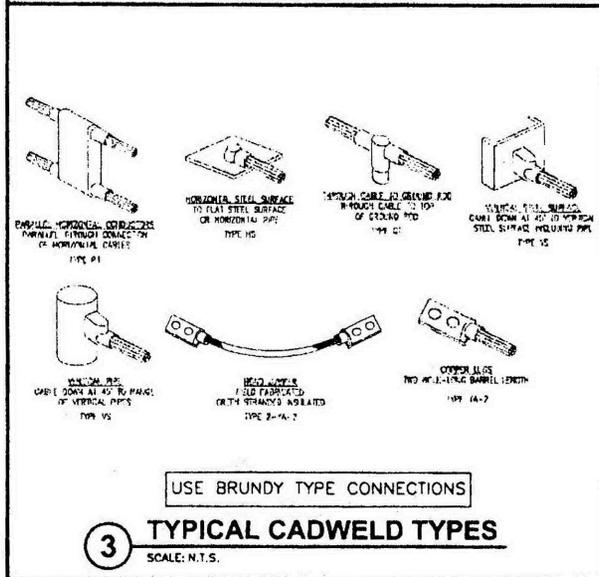
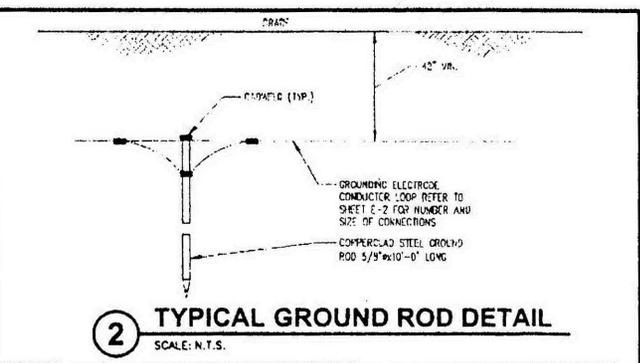
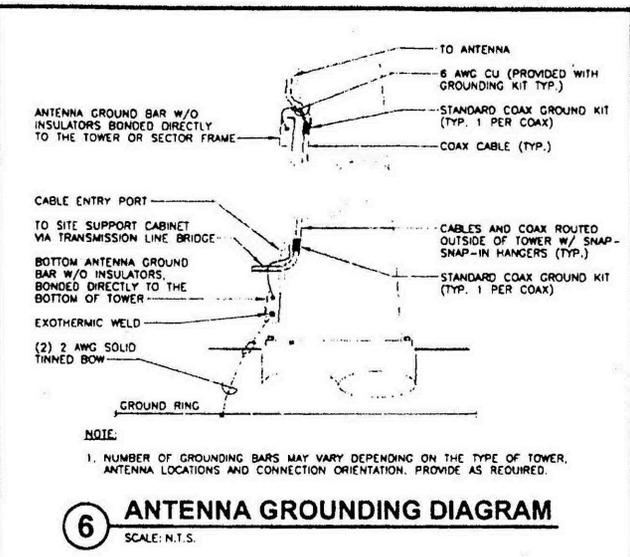
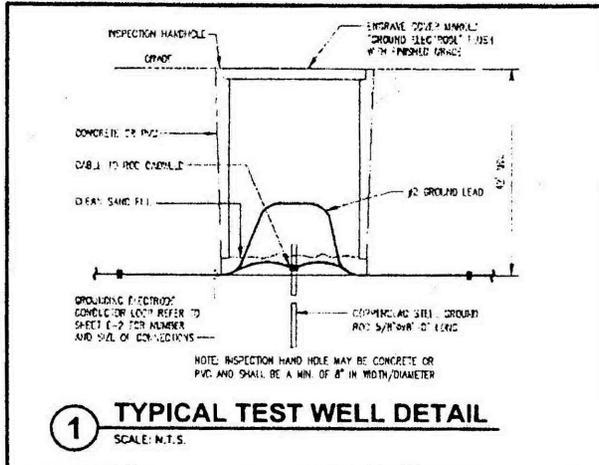
REV	DATE	DESCRIPTION
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2	08.03.09	PROTOTYPE UPDATE
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		

REGISTRATION NUMBER F-6224

6-18-09

**ELECTRICAL
DETAILS**

DRAWING NUMBER	REV
E3	0



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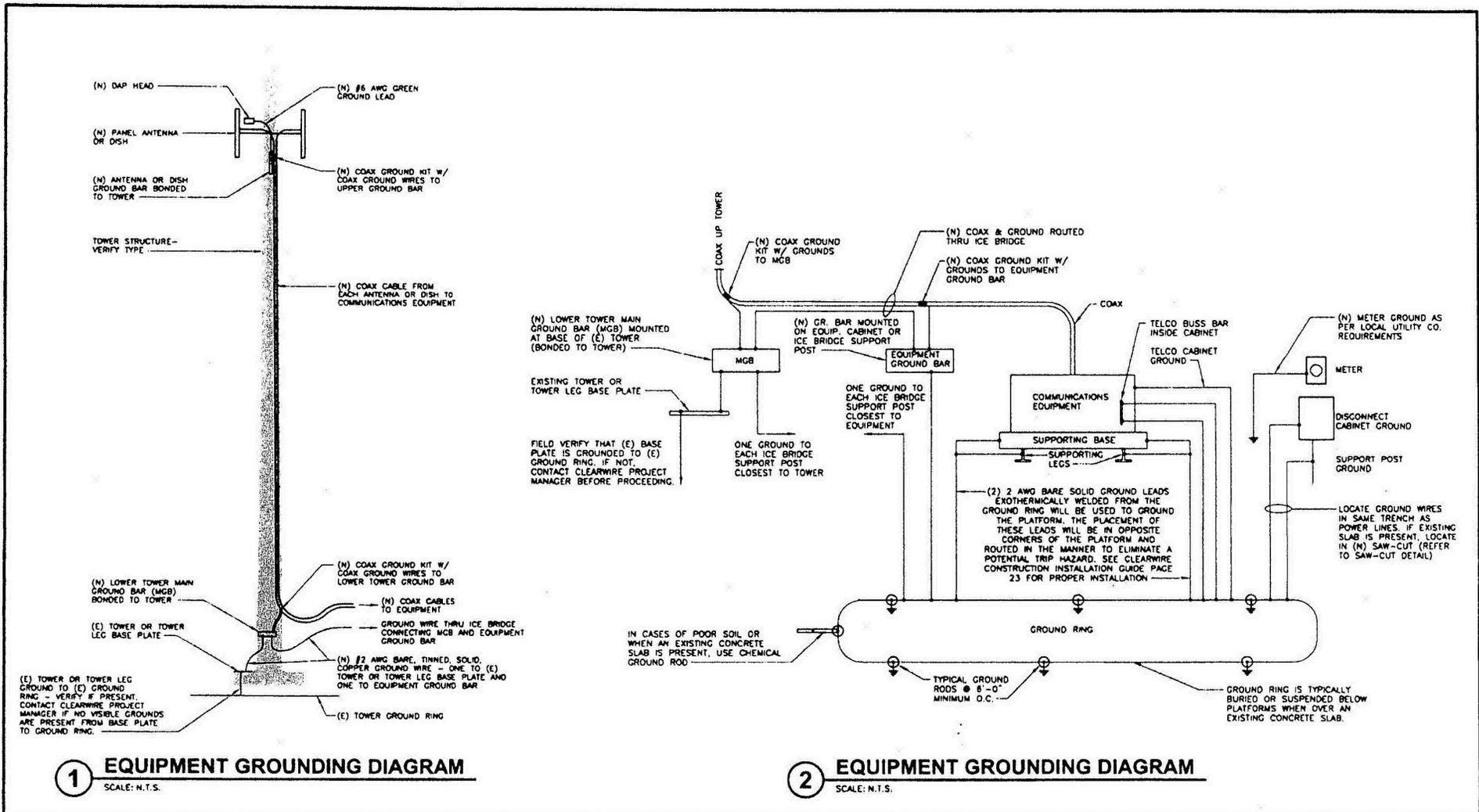
REGISTRATION NUMBER F-6224

DEMETRIO R. RUIZ
30648
REGISTERED PROFESSIONAL ENGINEER

GROUNDING DETAILS & NOTES

DRAWING NUMBER	REV
E4	0

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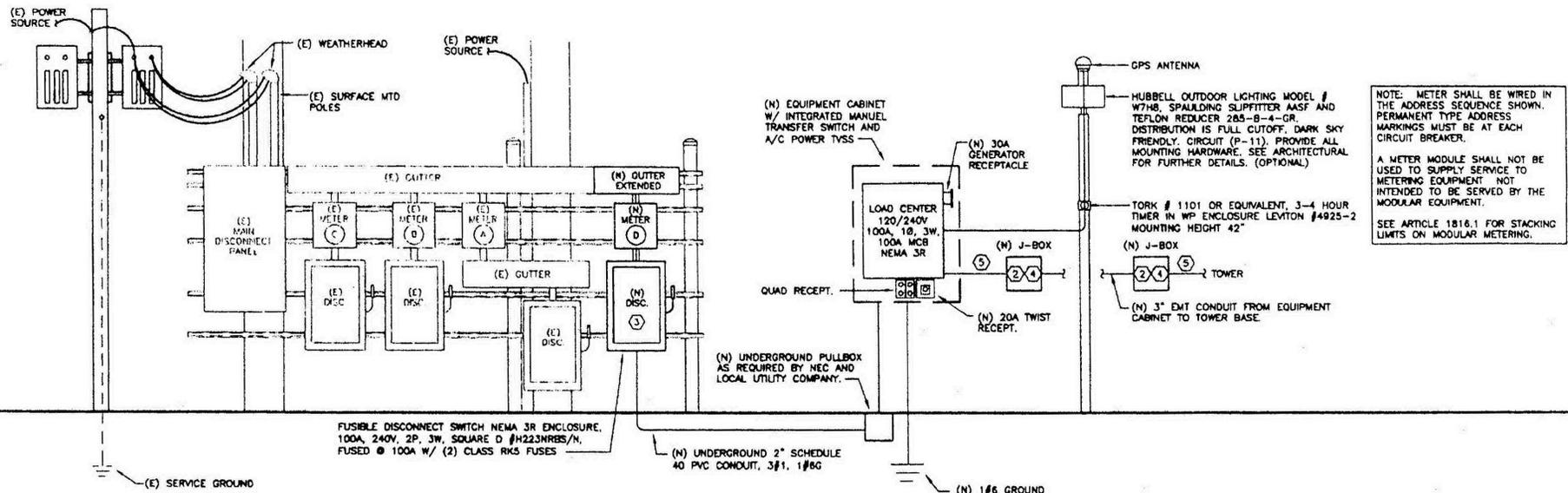
REGISTRATION NUMBER P-6224

DEMETRIO R. RUIZ
30646
REGISTERED PROFESSIONAL ENGINEER

6-18-09

GROUNDING ANTENNA DETAILS

DRAWING NUMBER	REV
E5	0



NOT TO CONTRACTOR:

ELECTRICAL CONTRACTOR TO VERIFY SUFFICIENT CAPACITY AVAILABLE AT SERVICE EQUIPMENT. IF A SERVICE UPGRADE IS NECESSARY, ELECTRICAL CONTRACTOR IS TO OBTAIN PERMITS THROUGH CITY OF SAN ANTONIO AND INCLUDE SCOPE OF WORK. ELECTRICAL CONTRACTOR TO COORDINATE WITH GPSE TO VERIFY THAT TRANSFORMER WILL ACCOMMODATE THE NEW DEMAND AT THE SERVICE EQUIPMENT.

SITE LOAD ANALYSIS				
	120/240V	1Ø, 3W	---	
TENANT	EXISTING METER #	EXISTING LOAD-KVA	DEMAND FACTOR	DEMAND
"A"	253 747	7.0	1.25	8.75
"B"	813 319	14.0	1.25	17.5
"C"	EXISTING	1.0	1.25	1.25
"D"	NEW	6.9	1.0	6.9
LOAD (KVA)		28.9		34.4
LOAD (AMPS)		120.4		400

1 ELECTRICAL RISER

SCALE: N.T.S.

- KEYED NOTES**
- PROVIDE ONE (1) 2" SCH. 40 PVC (ELECTRICAL) AND PULL BOX(S) AS REQUIRED BY 2008 NEC. ROUTE UTILITY SERVICE CONDUIT UNDERGROUND FROM SOURCE TO CLEARWIRE CABINET. COORDINATE WITH LOCAL UTILITY COMPANIES.
 - PROVIDE SUPPORT TO 3" EMT CONDUIT, EVERY 6', BETWEEN LOAD CENTER & TOWER.
 - PROVIDE SERVICE DISCONNECT SWITCHES, AS PER BY 2008 NEC, AS REQUIRED FOR SAFETY.
 - WEATHER TIGHT JUNCTION BOX (S) AND SIZE PER 2008 NEC CODE FOR APPLICATION.
 - LIQUID TIGHT FLEXIBLE METALIC CONDUIT WITH WEATHER TIGHT FITTINGS AND SUPPORTS, SIZE TO MATCH ASSOCIATED ELECTRICAL J-BOX (S).

PANEL SCHEDULE									
LOAD DESCRIPTION	LOAD (KVA)	BRKR SIZE	CCT NO.	PHASE A B	CCT NO.	BRKR SIZE	LOAD (KVA)	LOAD DESCRIPTION	
FEMALE TWIST LOCK	1.8				2	100/2	-	MAIN CIRCUIT BREAKER	
AIR CONDITIONER	1.0	20/1	1						
AIR CONDITIONER	1.0	20/1	3		4	-	-	MAIN CIRCUIT BREAKER	
FEMALE TWIST LOCK	1.8				6	30/2	-	GENERATOR INPUT	
QUAD RECEPTACLE	0.4	20/1	5					GENERATOR INPUT	
SPACE			7		8	-	-	GENERATOR INPUT	
LOAD SUB-TOTAL	3.0				LOAD TOTAL	6.0 KVA	3.0	LOAD SUB-TOTAL	
125A, 120/240V, 1Ø, 3W, 100 MCB, NEMA 3R 65,000 AIC									
KVA WSA									
TOTAL CONNECTED LOAD 6.0									
25% OF LARGEST CONT. LOAD 800 W									
TOTAL LOADS 6.9 KVA 45 A									
NOTE: ALL NON-OPTIONAL BREAKERS PROVIDED BY OWNER									

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	SHEET HISTORY

REGISTRATION NUMBER F-2224

DEMETRIO R. RUIZ
30646
REGISTERED PROFESSIONAL ENGINEER

6-17-09

ELECTRICAL RISER, NOTES & DETAILS

DRAWING NUMBER	REV
E6	0

EXHIBIT "B"

LETTER AGREEMENT

SEE ATTACH



CITY OF SAN ANTONIO

P. O. BOX 839066
SAN ANTONIO TEXAS 78283-3966

September 30, 2009

Clear Wireless, LLC.
Attn: Nichole Thomas
4400 Carillon 10101 Reunion Place, Suite 100
Kirkland, WA 98033 San Antonio, Tx 78216

SP No. 1452 – Proposed co-location on existing City of San Antonio self support communication tower located at 4531 So. Zarzamora Street (Fire Training Academy)

Dear Ms. Thomas:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the internal canvassing process for this project and staff is in a position to recommend approval to your proposal to co-locate at the existing communication tower at 4531 So. Zarzamora Street (Fire Training Academy), San Antonio, Texas, subject to the following conditions:

1. Clear Wireless, LLC., hereby agrees to abide by all the terms and conditions of the City of San Antonio's current Telecommunications Policy, along with all the terms and conditions of the City of San Antonio's Standard Cellular Tower Agreement included therein. A copy of the latest rate schedule as recently approved by City Council is attached;
2. Clear Wireless, LLC. accepts full responsibility of ensuring that all due diligence, including a proper title search has been made of the municipal property in question and hereby acknowledges that there exist no encumbrances nor any other legal or physical restriction which may preclude the proposed facilities from being installed. In the event that the proposed installations ever need to be removed as a result of any title or Policy restrictions, it will be done at Clear Wireless, LLC., sole responsibility and expense.
3. The proposed tower must be constructed in strict accordance with the drawings (Exhibit "A", pages 1 through 10) reviewed, accepted and signed by Mr. Richard Morales, Jr., from our Informational Technology Services Department (ITSD);
4. Prior to entry upon the property for any action subsequent to the issuance of a lease, notice must be given to Mr. Richard Morales at (210) 207-7022 at least 48 hours in advance.
5. Clear Wireless, LLC. agrees not to exceed the designated boundaries as per plans for any of its ground equipment;
6. No fencing within the site dividing existing facilities and proposed Clear Wireless, LLC. facilities will be allowed;

EXHIBIT "B"

Page 1 of 2

7. Clear Wireless, LLC. will be responsible for a bi-yearly clean-up of all trash and materials that may be dumped in the vicinity of the tower and equipment shelter;
8. Clear Wireless, LLC. must apply a defoliant to the area surrounding the equipment shelter area and tower, and remove existing vegetation in and around the compound;
9. Site clean-up and maintenance of lease area is to be assumed by Clear Wireless, LLC. at its sole expense;
10. The terms of the proposed lease to Clear Wireless, LLC. will always be subordinate to the efficient operation (present or future) of the City's primary function of the overall site.
11. Assuming approval is granted, Clear Wireless, LLC. hereby agrees that it will submit the initial yearly lease payment within 10 days from date of lease issuance. Failure to do so will result in automatic forfeiture of rights.

We will proceed to further process your request upon our receipt of your agreement and acceptance of all the conditions as herein above established, including your agreement to pay the standard lease rates as imposed by current Ordinance.

If these conditions meet your approval, please indicate proper acceptance in the spaces provided below and return to the undersigned.

Sincerely,



George H. Rodriguez
Assistant Director
Capital Improvements Management Services (CIMS)
City of San Antonio

AGREED AS TO TERMS AND CONDITIONS:

Petitioner: Clear Wireless, LLC.

By: _____

Date: _____

Title: _____

EXHIBIT "B"

Page 2 of 2

4.08 Upon termination of this Lease by either the CITY or the TENANT, or by operation of law, the TENANT agrees to restore the TENANT'S SUB-PREMISES and the COMMON TOWER AREA to its condition prior to the commencement of this Lease, except for reasonable wear and tear. TENANT also agrees to remove any improvements, including, but not limited to any buildings or antennas installed by the TENANT, at the request of the CITY.

V. LEASE RATE STRUCTURE

5.01 TENANT agrees to pay the CITY at the Department of Asset Management or elsewhere as designated in writing by CITY. The rent for the term of years is to be divided as follows:

I. ONE TOWER, ONE PROVIDER

		<u>5-Year Total Income</u>
A.	1 st 5-year period: \$15,625 per year	\$ 78,125.00
B.	2 nd 5-year period: \$18,000 per year	90,000.00
C.	3 rd 5-year period: \$20,750 per year	103,750.00
D.	4 th 5-year period: \$23,875 per year	<u>119,375.00</u>
20-year total		\$391,250.00

II. ONE TOWER, TWO PROVIDERS

		<u>5-Year Total Income</u>
A.	1 st 5-year period: \$10,938 per yr. per provider	\$ 109,375.00
B.	2 nd 5-year period: \$12,625 per yr. per provider	126,250.00
C.	3 rd 5-year period: \$14,500 per yr. per provider	145,000.00
D.	4 th 5-year period: \$16,750 per yr. per provider	<u>167,500.00</u>
20-year total		\$548,125.00
		(\$274,063.00 Per Provider)

III. ONE TOWER, THREE OR MORE PROVIDERS

		<u>5-Year Total Income</u>
A.	1 st 5-year period: \$ 8,750 per yr. per provider	\$131,250.00
B.	2 nd 5-year period: \$ 10,063 per yr. per provider	150,938.00
C.	3 rd 5-year period: \$ 11,625 per yr. per provider	174,375.00
D.	4 th 5-year period: \$ 13,375 per yr. per provider	<u>200,625.00</u>
20-year total		\$657,188.00
		(\$219,063.00 Per Provider)

5.02 In consideration for this Lease, the TENANT shall tender to the CITY at the office shown in Section 5.01 above a yearly rental based on the rates set out in Section 5.01 above, each year. The first yearly payment shall be made on or before ten (10) days after the

**STANDARD TOWER LEASE AGREEMENT WITH
CLEAR WIRELESS L.L.C. AT O.P. SCHNABEL PARK YMCA TOWER**

This Lease is made and entered into by and between the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation, acting herein through its City Manager pursuant to Ordinance No. 83931, dated April 11, 1996, as **LANDLORD**, (hereinafter referred to as the **CITY**), and Clear Wireless L.L.C. (hereinafter referred to as the **TENANT**).

WITNESSETH:

WHEREAS, this Lease is in connection with Resolution No. 96-15-13 regarding the Wireless Telecommunications Report and Policy, and Ordinance No. 83930 regarding Zoning Amendments to Chapter 35 of the Unified Development Code; and

WHEREAS, the **CITY** is the owner of a large number of properties which may be utilized by private wireless telecommunications providers to erect communication towers; and

WHEREAS, it is the **CITY'S** goal to minimize the proliferation of telecommunications towers throughout the **CITY** by promoting the co-location of multiple providers on a single tower; and

WHEREAS, the **CITY** intends to balance its desire to accommodate the telecommunications market by providing tower sites with its desire to protect public interests; and

WHEREAS, in order to insure protection of public interests, and in anticipation of the request for a great number of Lease Agreements, the **CITY** has adopted Ordinance No. 83931 which describes and authorizes a procedure through which the **CITY** and a private telecommunications provider may enter this Standard Tower Lease Agreement to lease **CITY** owned property to the provider to erect telecommunications equipment without requiring City Council approval of each individual contract, so long as there is not a substantial change to this standard agreement; and

WHEREAS, a uniform structure is incorporated into this Lease in order to promote co-location and insure that all providers are treated indiscriminately; and

WHEREAS, a provider that wishes to erect a tower and does not agree to follow **CITY** codes (Zoning Codes, Building Codes or otherwise) or the terms and conditions of this Lease without substantial change, will be required to appear before the Zoning Commission and acquire the approval of City Council before such tower may be erected; and

NOW THEREFORE THE ABOVE PARTIES AGREE TO THE FOLLOWING:

I. DEMISE, DESCRIPTION, AND USE

1.01 The **CITY** is the owner of the following described real property lying and being situated in the County of Bexar, and State of Texas: 10100 Belga Drive, San Antonio, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, (hereinafter referred to as the "**PREMISES**").

1.02 It is the understanding of the parties hereto that **TENANT** shall be co-locating on an existing tower located on the **PREMISES**. The existing tower is 300 feet in height and **TENANT's** co-location will consist of a standard 3-sector antenna array, electronic equipment shelter, cabling, fiber and necessary appurtenances thereto which will be constructed on the **PREMISES** and to the specifications shown on Exhibit "A". All installations will be constructed inside the existing compound. The parties have entered a Letter Agreement setting forth certain conditions for this Lease. The Letter Agreement is attached hereto as Exhibit "B" and made a part hereof for all purposes.

1.03 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the location of **TENANT'S** shelter, related appurtenances and improvements, and is hereinafter referred to as the "**TENANT'S SUB-PREMISES.**" The **TENANT'S SUB-PREMISES** includes that portion of the **COMMON UTILITY AREA** that is situated within the boundaries of the **TENANT'S SUB-PREMISES**, as shown on Exhibit "A".

1.04 Any part of the property not under the exclusive control of the **TENANT** and shown on the **PREMISES** illustrated on Exhibit "A" shall be considered a projected location of an additional telecommunications provider's shelter, with necessary appurtenances and improvements, and is hereinafter referred to as the "**ADDITIONAL SUB-PREMISES.**" The **ADDITIONAL SUB-PREMISES** includes that portion of the **COMMON UTILITY AREA** that is situated within the boundaries of the **ADDITIONAL SUB-PREMISES**, as shown on Exhibit "A".

1.05 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the projected location of **TENANT'S** tower and related improvements and is hereinafter referred to as the "**COMMON TOWER AREA.**"

1.06 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the projected location of electrical and telephone lines serving the **COMMON TOWER AREA** and is hereinafter referred to as the "**COMMON UTILITY AREA.**"

1.07 The **CITY** hereby leases to the **TENANT** (i) the **TENANT'S SUB-PREMISES** for the construction, operation, control and maintenance of a wireless telecommunications facility (e.g. shelter and related improvements); and (ii) the non-exclusive use of (a) the **COMMON TOWER AREA** for the construction, operation, control and maintenance of a wireless communications tower and related improvements; and (b) the **COMMON UTILITY AREA** for the construction, operation, control and maintenance of electrical and telephone lines serving the **COMMON TOWER AREA**.

1.08 **Co-location by CITY.** As part of the consideration due the CITY by the TENANT, only if antenna space is available on a tower, TENANT shall provide CITY antenna space, at no cost to the CITY, on TENANT'S, tower, placement of which is not to interfere with the TENANT'S, operations therein. The CITY shall be responsible, at its sole cost and expense to install and properly maintain its equipment located on the TENANT'S tower. In addition, if space is not available on a tower, then the CITY shall have the right to upgrade an occupied tower for the CITY'S use, at the sole cost and expense of the CITY. If the CITY does co-locate on a provider's tower, then the rental rate charged to that provider will be reduced pursuant the rate structure described in Section V. of this Lease. IF THE CITY CO-LOCATES AN ANTENNA ARRAY ON A TOWER, THEN THAT ANTENNA WILL BE USED EXCLUSIVELY FOR CITY PURPOSES. IN CONSIDERATION OF THE RIGHT TO CO-LOCATE, THE CITY WILL NOT PROVIDE THE PUBLIC, AS CUSTOMERS, THOSE WIRELESS TELECOMMUNICATION SERVICES PROVIDED BY THE TENANT/PROVIDER.

II. ACCEPTANCE AND CONDITION OF TENANT'S SUB-PREMISES, ETC.

2.01 TENANT has had full opportunity to examine the TENANT'S SUB-PREMISES and the COMMON TOWER AREA, and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. However, such waiver of claims for damages is limited to damages resulting from an inherent danger or condition which the TENANT knew or should have known of by virtue of the inspection of the TENANT'S SUB-PREMISES and the COMMON TOWER AREA. The TENANT'S taking possession of the TENANT'S SUB-PREMISES and the non-exclusive possession of the COMMON TOWER AREA shall be conclusive evidence of the TENANT'S acceptance thereof in good order and satisfactory condition, and the TENANT hereby accepts the TENANT'S SUB-PREMISES and the COMMON TOWER AREA in its present AS IS, WHERE IS, WITH ALL FAULTS CONDITION, as suitable for the commercial purpose for which leased.

2.02 TENANT agrees that no representations, respecting the condition of the TENANT'S SUB-PREMISES and the COMMON TOWER AREA, and no promises to decorate, alter, repair, or improve the TENANT'S SUB-PREMISES and the COMMON TOWER AREA, either before or after the execution hereof, have been made by the CITY or its agents to the TENANT unless the same are contained herein or made a part hereof by specific reference herein.

III. ACCESS

3.01 TENANT shall use the TENANT'S SUB-PREMISES and the COMMON TOWER AREA and any CITY facilities to which it is given access under this Lease with the same degree of care as it accords to its own properties, and insure that its equipment and use thereof shall not alter, damage or otherwise impair the usefulness of any such property, excepting for normal wear and tear, and shall in no way interfere with the operations of CITY'S property.

3.02 **TENANT** shall have access at all times 24 hours per day, 7 days per week, to the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** during the term of this Lease. The **CITY** shall make available to **TENANT** at all times the necessary arrangements required to gain access. Additionally, upon authorization by **TENANT**, its engineers, employees, contractors, or agents of **TENANT**, Federal Communications Commission representatives or person under their supervision shall be permitted to enter the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** at reasonable times for purposes of servicing equipment or other business related matters, with signing-in required of such parties.

3.03 At the discretion of the **CITY**, an escort may be required and a reasonable fee may be charged by the **CITY** for such escort.

3.04 Except when escorted by a designated **CITY** representative, the **TENANT'S** personnel are required to notify the party in charge, if designated, of the **CITY** facility prior to or immediately upon entering any secured **CITY** facility.

3.05 Except for subcontractors, which the **CITY** has approved, subcontractors used by the **TENANT** shall at all times be escorted by a **TENANT** representative when on a secured **CITY** facility. Keys, lock combinations, magnetic access cards or other access control devices to the **CITY** properties that are issued to the **TENANT** shall not be loaned to subcontractor personnel.

3.06 While on the **CITY** premises, **TENANT'S** personnel must wear a suitable photo ID badge, to be provided by the **TENANT** that includes a nominal 1 1/2" square personal photo, unique logo and labeling that identifies the **TENANT** and the employee by name and a telephone number where confirmation of employment may be readily confirmed.

3.07 **TENANT** shall at all times assure that the **CITY** has a current list of all of its personnel who are authorized to be on the **PREMISES** on its behalf. The **CITY** shall be notified to immediately remove the name of any employee subject to disciplinary probation or termination, and shall be notified of additional personnel to be added to this list. **CITY** shall have the right to exclude any employee, agent or representative of the **TENANT** from **CITY** property, for reasonable cause, if deemed by the **CITY** to be necessary for the proper security of its facilities or the safety of its employees.

3.08 **TENANT** shall park its maintenance truck, or any other vehicle owned by **TENANT**, along the access road portion of the gated entrance and the **CITY** shall have the final authority to determine parking locations. In no event, shall **TENANT** interfere with the operations of the **CITY'S** Fire Station.

3.09 **TENANT** shall have exclusive right to access and control its shelter (as described in Section 6.04 of this Lease). However, all other areas are common to all providers/co-tenants. The **CITY** shall have the right to enter and inspect the **PREMISES**, and upon notifying the **TENANT**, the right to inspect the **TENANT'S** shelter.

3.10 **TENANT COVENANTS NOT TO UNREASONABLY INTERFERE WITH ANOTHER PROVIDER'S, CO-TENANT'S OR CITY'S ACCESS TO SAID TENANT'S SUB-PREMISES and the COMMON TOWER AREA.**

IV. TERM

4.01 The **CITY** hereby leases to the **TENANT** and the **TENANT** hereby leases from the **CITY** (i) the **TENANT'S SUB-PREMISES** and the non-exclusive use of (a) the **COMMON TOWER AREA**; and (b) the **COMMON UTILITY AREA** for use as a wireless telecommunications facility, and uses normally incident thereto, for a term of one (1) year, commencing on the date of execution and ending one (1) years thereafter.

4.02 **Holding Over.** In the event the **TENANT** holds over beyond the expiration of the term hereof, and does not enter into a subsequent agreement or any renewal, such holding over shall be deemed a month-to-month tenancy only, at a fair market value rental per month, payable on first day of each and every month thereafter, until the tenancy is terminated in the manner provided by this Lease or by law.

4.03 The right is expressly reserved to the **CITY** to temporarily suspend this Lease in case of an emergency.

4.04 Further, in accordance with the current San Antonio City Charter provisions, the Council may terminate this Lease in the event the use of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** shall have been found to be a nuisance. In the event of termination by City Council, the **CITY** shall give the **TENANT** notice in writing at least one hundred eighty (180) days prior to the termination date, except in cases of emergency.

4.05 **TENANT** may cancel this Lease by giving one hundred eighty (180) days written notice to the **CITY**.

4.06 Upon termination of this Lease by either the **CITY** or the **TENANT**, or by operation of law, the **TENANT** agrees to restore the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** to its condition prior to the commencement of this Lease, except for reasonable wear and tear. Should the **CITY** request **TENANT** also agrees to remove any improvements, including, but not limited to any buildings or antennas installed by the **TENANT** at their own expense.

V. LEASE RATE STRUCTURE

5.01 **TENANT** agrees to pay the **CITY** at the Department of Asset Management or elsewhere as designated in writing by **CITY**. The rent for the term of years is to be divided as follows:

I. ONE TOWER, ONE PROVIDER

Term	Payment
A. 1 st year:	\$15,625 per year

II. ONE TOWER, TWO PROVIDERS

Term	Payment
------	---------

A. 1st year: \$10,938 per yr. per provider

III. ONE TOWER, THREE OR MORE PROVIDERS

Term	Payment
------	---------

A. 1st year: \$8,750 per yr. per provider

5.02 In consideration for this Lease, the TENANT shall tender to the CITY at the office shown in Section 5.01 above a yearly rental based on the rates set out in Section 5.01 above, each year. The first yearly payment shall be made on or before the date of execution of this Lease and any subsequent payment is due on or before the anniversary of the date of execution during each calendar year during the term of this Lease.

5.03 Both parties enter this Agreement with the understanding that the CITY is updating its policy regarding leases and licenses of CITY assets for telecommunications purposes. Therefore, while this is a short-term agreement that does not qualify for renewal, both parties agree to work together in good faith to negotiate a new agreement for the PREMISES identified in this Agreement once the policy process is finalized or in accordance with Section 5.04 at the discretion of the parties involved. This new agreement will supersede any and all prior applicable Agreements.

5.04 On or before one hundred eighty (180) days prior to the expiration of (i) the initial term of this Lease, the CITY agrees to advise the TENANT of the new applicable rate(s) and telecommunications polices on or before one hundred twenty (120) days' prior to the expiration of the term.

5.05 **Effect of Default.** If the TENANT defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the highest rate allowed by Texas law at the time of default, from the date it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become due to the CITY from the TENANT under the terms hereof, or which are paid by the CITY because of TENANT'S default hereunder, shall bear interest at the highest rate allowed by Texas law, from the date due until paid, or in the case of sums paid by the CITY, because of the TENANT'S default hereunder, from the date such payments are made by the CITY until the date the CITY is reimbursed by TENANT therefor. CITY, in its sole discretion, may waive any interest.

5.06 **Right to Renegotiate Rent.** The CITY expressly reserves the right to renegotiate the amount of rental payments annually, if the market so justifies. The standard for renegotiations of rent shall be the same as described in Sections 5.03 and 5.04 above.

5.07 **Processing Fee.** Prior to erecting a communication tower, platform or antenna, TENANT agrees to satisfy a processing fee of two thousand and five hundred dollars (\$2,500.00), if formally adopted by the CITY.

VI. CO-LOCATION AND SHARED TOWER COSTS

6.01 CITY, in its sole discretion, has the authority to determine whether a CITY owned property is suitable for a wireless telecommunications tower or antenna. CITY will identify possible sites through a Site Selection process. Sites identified by the CITY through its Site Selection process do not preclude the CITY from approving additional CITY owned sites suggested by a provider. However, each time an additional site is approved; all locally licensed wireless telecommunications providers will be notified and given the opportunity to co-locate on that site.

6.02 If TENANT constructs the tower it shall support a minimum of two (2) antenna arrays from separate wireless communication providers; and if the constructed tower only accommodates two providers, agrees to allow, at a minimum, a third provider to co-locate and upgrade said tower at the sole cost and expense of the third provider. If the CITY co-locates on a tower, then the requirement that a third provider be allowed to upgrade the tower may be waived by the CITY.

6.03 All TENANTS shall abide by the requirements set by the CITY related to the erection of towers through all applicable City Ordinances, including Zoning rules and regulations, Unified Development Code rules, Building Code rules and regulations, and all other rules and policies set by the CITY, including, but not limited to, those described in Section VIII. of this Lease.

6.04 TENANT shall be responsible for the construction of its own shelter, provided, however, that each shelter be construed uniformly so that another provider may adjoin a separate shelter.

VI. A SHARED CONSTRUCTION COSTS

6.01A **If multiple providers are awarded one site.** As a result of the CITY'S Site Selection process for wireless communications towers, if more than one (1) telecommunications provider timely proposes to erect a tower and related appurtenances at one (1) of the sites identified by the CITY, or a CITY property suggested by a provider and approved by the CITY, then it is directed that those providers communicate, negotiate and agree to the costs, terms and conditions related to the erection of a tower. In the event that such providers cannot agree, then the CITY, in its sole discretion, shall have the authority to determine, in a fair and equitable manner, which provider(s) will be awarded that site.

6.02A If more than one provider submits a timely proposal for the same site and it is determined that the site cannot reasonably accommodate each provider, then a lottery will be conducted in an equitable manner to determine which providers will be awarded the site.

VI.B METHOD FOR REIMBURSEMENT

6.01B **Tower with space.** If one provider has begun or completed the construction of a tower and related appurtenances on a site, and an additional provider(s) subsequently requests to

co-locate on said tower, then a proportionate share of costs of construction, engineering or otherwise, for that particular site, shall be reimbursed to the provider originally responsible for construction. The goal is that construction costs be shared equally between both providers who wish to locate on that tower. For example, if one provider constructs, or is constructing, a tower and a second provider is allowed to co-locate, then the second provider will reimburse the first provider fifty percent (50%) of all costs of construction already completed and share the costs of remaining construction fifty percent-fifty percent (50%-50%). Also for example, if one provider constructs, or is constructing, a tower, and two (2) or more additional providers timely request to co-locate on that tower, then the additional providers will proportionately reimburse the provider responsible for construction costs, and the additional providers will be responsible for sharing the upgrading costs. If three (3) or more providers timely request to erect a tower, then those providers will share construction costs proportionately.

6.02B Each **TENANT** shall maintain records of construction costs. These records shall be made available to the **CITY** upon request. Construction costs of a tower and related appurtenances must be allocable to that specific site. Costs, which cannot be verified through records or cannot be allocated to a specific tower site, will not be reimbursed.

6.03B Tower construction costs must meet industry standards for reasonableness or they will not be reimbursed. The **CITY** shall have the discretion to determine the reasonableness of the costs.

VLC UPGRADING COSTS

6.01C **Tower without space.** If a tower is occupied to capacity without upgrading the tower, and an additional provider subsequently requests to co-locate on said tower, then all costs of construction, engineering or otherwise, for upgrading that site to accommodate the additional provider, shall be borne by that additional provider.

VLD HEIGHT POSITION

6.01D As a result of the **CITY'S** Site Selection process for wireless communications towers, if more than one (1) telecommunications provider timely proposes to erect a tower and related appurtenances at one (1) of the sites identified by the **CITY**, then it is directed that those providers negotiate and agree to the height position on the tower at which each provider will locate its antenna array.

6.02D **Spacing.** The providers agree to cooperate and make a good faith effort to negotiate positioning on the tower. The **CITY** is not mandating a spacing distance because in some cases two or more providers may be able to locate their antenna arrays with little or no spacing between arrays. However, if the providers cannot agree to positioning on the tower, then the **CITY** reserves the right to determine positioning in a fair and equitable manner.

6.03D A provider who has already established position on an existing tower is given priority over any provider who wishes to subsequently co-locate on that tower. Any provider

which subsequently wishes to co-locate on an existing, occupied tower, must select its height position subject to the positioning of the other provider(s).

VII. TOWER REQUIREMENTS

7.01 All providers shall abide by the requirements set by the **CITY** related to the erection of tower, including, but not limited to following:

- a. the maximum height of all towers, or monopoles, shall not exceed one hundred and ninety-nine (199) feet;
- b. structure shall not be used to support signs other than those required by governmental agencies for aircraft warning or other safety purposes;
- c. structure shall be designed to accommodate at least two (2) separate telecommunication providers;
- d. unless otherwise governed by State or Federal requirements, the structure shall be a galvanized finish;
- e. all landscaping requirements of the particular zoning district shall be compiled with fully;
- f. all structures shall meet the minimum and structural load standards specified in the City of San Antonio building code;
- g. all structures will meet the requirements of Chapter 35 of the Unified Development Code;
- h. any tower or monopole which was originally used, but is no longer used for telecommunication purposes for a continuous period of six (6) months shall be removed at the tower owner(s) expense; and
- i. in historically sensitive areas, the site is subject to review by the **CITY'S** Historical Preservation Office.

7.02 If a provider is awarded a site, then that provider must complete construction within six (6) months of execution of this Lease for that site, and such site shall be operational for wireless telecommunications (i.e. the antenna shall be in use), or that provider shall forfeit rights to that site.

VIII. INTERFERENCE

8.01 **TENANT** agrees that its equipment on the **TENANT'S ADDITIONAL SUB-PREMISES** and the **COMMON TOWER AREA** and the operation thereof will not cause any harmful interference, electromagnetic or otherwise, to the useful operation of the **CITY'S** fire, police and emergency services equipment and/or any communications equipment.

8.02 Should the CITY determine that the TENANT'S operation is causing such harmful interference, it shall notify the TENANT, and after receipt of such notice, TENANT will be given a reasonable period of time, at least thirty (30) days, to correct such harmful interference or remove the equipment which is causing such interference. However, if such interference creates an emergency situation, as determined by the CITY, then the thirty (30) day period does not apply, and the provider shall rectify the problem immediately, or cease operations on that tower until the problem is rectified. Costs of reducing such interference shall be borne by the TENANT.

IX. UTILITIES

9.01 TENANT shall maintain separate utility meters or sub-meters on the PREMISES. TENANT shall, during the term hereof, pay all charges for telephone, gas, electricity, water or any other power or utilities used by it for or on the TENANT'S ADDITIONAL SUB-PREMISES and the COMMON TOWER AREA before they shall become delinquent and shall hold the CITY harmless from any liability therefore.

9.02 The CITY leases to TENANT the non-exclusive use of the COMMON UTILITY AREA for the construction, operation, control and maintenance of electrical and telephone lines to service the COMMON TOWER AREA.

X. INSURANCE

10.01 A) Prior to the commencement of any work under this Agreement, Tenant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Capital Improvements Managements Services Department, which shall be clearly labeled "Clearwireless LLC O.P. SCHNABEL PARK YMCA TOWER" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Capital Improvements Managements Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

C) Tenant's financial integrity is of interest to the City; therefore, subject to Tenant's right to maintain reasonable deductibles in such amounts as are approved by the City, Tenant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Tenant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Property Insurance – for physical damage to the property of TENANT , including improvements and betterments to TENANT SUB-PREMISES and COMMON TOWER AREA	Coverage for a minimum of one hundred percent (100%) of the replacement cost of TENANT'S improvements

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Tenant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Tenant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Director of CIMS
 City of San Antonio
 P. O. Box 78283-3966
 San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as an additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Tenant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Tenant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

G) In addition to any other remedies City may have upon Tenant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Tenant to stop work hereunder, and/or withhold any payment(s) which become due, to Tenant hereunder until Tenant demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which Tenant may be held responsible for payments of damages to persons or property resulting from Tenant's or its subcontractors' performance of the work covered under this Agreement.

I) It is agreed that Tenant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

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

K) Tenant and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNITY

11.01 TENANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers

and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to TENANT'S activities under this LEASE, including any acts or omissions of TENANT, and any respective agent, officer, director, representative, employee, consultant or sublessor of TENANT, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this LEASE, all without, however, waiving any governmental immunity available to the city under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS LEASE. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity. TENANT shall promptly advise the city in writing of any claim or demand against the CITY or TENANT known to the TENANT related to or arising out of TENANT'S activities under this LEASE and shall see to the investigation and defense of such claim or demand at TENANT'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TENANT of any of its obligations under this paragraph.

11.02 It is the EXPRESS INTENT of the parties to this LEASE, that the INDEMNITY provided for in this article (ARTICLE XI), is an INDEMNITY extended by TENANT to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of THE CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. TENANT further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XII. MAINTENANCE AND SAFETY

12.01 TENANT shall not commit, or suffer to be committed, any waste on the PREMISES, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the TENANT'S SUB-PREMISES and the COMMON TOWER AREA or use the TENANT'S SUB-PREMISES and the COMMON TOWER AREA for any unlawful purpose and, TENANT shall, at all times, keep the TENANT'S SUB-PREMISES and the COMMON TOWER AREA neat, clean, and clear of any potential safety hazards and unused equipment.

12.02 **TENANT** shall prominently post easily readable signs on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** advising of any hazard(s) which may be common, known, or that the provider should be aware of through the exercise of ordinary diligence, to the operation of the equipment located on said **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**.

12.03 **TENANT** shall have a reasonable time, not to exceed ten (10) days after **CITY** mails notice to the **TENANT**, to correct any safety hazard that exists on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** after receipt of notice from any appropriate **CITY** official. Failure to comply with this provision may result in termination of this Lease, however, the **CITY** will extend such time period if good faith efforts are being made by the **TENANT**, to the **CITY'S** satisfaction, to correct said hazard.

12.04 **TENANT** will make all arrangements for installation of any control lines, or other equipment as may be required for the operation of its radio equipment. If, under the terms of this Lease, power is not specifically included in the rental, **TENANT** shall arrange for and bear the cost of the installation and use of power facilities using space provided by the **CITY** for the power meter.

12.05 **TENANT** will, at the termination of this Lease, return the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** to the **CITY** in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

12.06 **TENANT** agrees that the **CITY** shall not be liable for any theft, damages, or destruction of signs, goods, and/or other property of the **TENANT** both during the initial term and any extended terms of this Lease and as so left on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** after the **TENANT** vacates the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**. If said signs, goods, and/or other property placed by the **TENANT** upon the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** are not removed by it within thirty (30) days after the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** are vacated, then the **CITY** may remove and sale at public sale the same without further notice or liability therefor to the **TENANT**.

XIII. ABATEMENTS

13.01 It is understood and agreed that the **CITY** is not an insurer, and that the rental herein provided is based solely on the value of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** provided in this Lease. If the **TENANT'S** use of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** is interrupted due to acts of God, the rent for the period during which use is interrupted shall abate, and the **CITY** shall have no other liability beyond the rental payment abatement.

XIV. ASSIGNMENT AND SUBLET

14.01 **TENANT** shall not transfer or assign this Lease or **TENANT'S** interest in or to the **PREMISES** or any part thereof without having first obtained the prior written consent of the **CITY** which may be given only by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas, provided, however, that the foregoing shall not apply to and shall not prevent the assignment of this Lease to **TENANT'S** affiliate or to any corporation with which the **TENANT** may merge or consolidate or which may succeed to a controlling interest in the business of the **TENANT**. Notwithstanding the foregoing and for so long as any pledge or collateral assignment of the **TENANT'S** interest in the Lease shall be by instrument substantially in such form as shall have previously been approved by the City Council, the consent of the **CITY** to such pledge or collateral assignment may be given by the **CITY** acting by and through the **CITY'S** Asset Management Director.

14.02 **TENANT** shall not sublet the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** herein leased or any part thereof without having first obtained the written consent of the **CITY'S** Asset Management Director. In the event the **TENANT** requests permission to sublease, the request shall be submitted to the Asset Management Director at least thirty (30) days prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the sublessee, the area or space to be subleased, the rental to be charged, the type of business to be conducted, reasonable financial history and all other information requested by said Director shall be specified. **TENANT** shall not sublease a total of more than 50% of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**. If such limit is exceeded, the **CITY** shall have the right, upon 30 days written notice, to recapture the space described in the sublease, and terminate the entire Lease on the expiration of such 30 day period. In the event of any recapture, **TENANT'S** rental payments shall be adjusted on a prorated basis provided, however, that all options of the **CITY** contained in Provision XIV shall be available to Lessor.

14.03 In the event of a sublease where the rental value established in the sublease exceeds the rental value established in the Lease, **TENANT** shall pay to the **CITY** as additional rent the excess of the rental received from the sublessee over that specified to be paid by the **TENANT** herein, provided that the **TENANT** may charge a reasonable fee for administrative costs in addition to the sublease rental not to exceed 15% of the specified sublease rental. Such 15% shall not be considered as excess rental. Nothing herein shall prevent the **TENANT** from charging a reasonable fee to others for the use of capital equipment and facilities on the subleased premises and charging for use of utilities and other services being paid for by the **TENANT**. The provisions of this paragraph will apply if the rental received for the proportionate area of the Leased Premises by the **TENANT** exceeds the rental paid to the **CITY** for said proportionate area of the Leased Premises.

14.04 Each transfer, assignment or subletting to which there has been consent shall be by the instrument in writing, in form satisfactory to the **CITY**, and shall be executed by the transferee, assignee or sublessee who shall agree in writing for the benefit of the **CITY** to be bound by and to perform the terms, covenants and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the **CITY**. Failure to first obtain in

writing the **CITY'S** consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective.

14.05 Should there be an assignment of this Lease pursuant to the terms of Section 14.01 of this Lease, and to the extent that such assignee assumes the **TENANT'S** obligations hereunder, **TENANT** shall by virtue of such assignment be released from such obligation. Should the subletting of the Leased Premises be approved by the **CITY**, however **TENANT** agrees and acknowledges that **TENANT** shall remain fully and primarily liable under this Lease, notwithstanding any such sublease and that any such sublessee shall be required to attorn to the **CITY** under the terms of this Lease.

14.06 The receipt by the **CITY** of rent from an assignee, subtenant or occupant of the Lease Premises shall not be deemed a waiver of the covenant in this Lease against assignment and subletting or an acceptance of the assignee, subtenant or occupant as a tenant or a release of the **TENANT** from further observance or performance by the **TENANT** of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the **CITY** unless such waiver be in writing, signed by the **CITY'S** Asset Management Director.

XV. IMPROVEMENTS AND REPAIRS

15.01 **TENANT** shall not construct any material improvements or structures on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** not otherwise allowed under the terms of this Lease, nor shall **TENANT** make any material alterations to said **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, other than repairs in the ordinary course of business without the prior written approval of the **CITY** as evidenced by the passage of an ordinance, if necessary, and any and all other necessary departments and agencies of the **CITY**, including the **CITY'S** Planning Commission and Historical Design and Review Commission, which approval shall not be unreasonably withheld.

15.02 **TENANT** covenants that it shall not bind, or attempt to bind, the **CITY** for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on, or about the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**. Further, the **TENANT** agrees to remove, within thirty (30) days after filing, by payment or provisions for bonding any mechanic's or materialman's liens filed against the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** and to indemnify **CITY** in connection with such liens to the extent of any damages, expenses, attorney's fees, or court costs incurred by **CITY**.

XVI. PERMITS, TAXES, AND LICENSES

16.01 **TENANT** shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, or upon **TENANT**, or upon the business conducted on the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, or upon any of the **TENANT'S** property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the **TENANT**. Failure to comply with

the foregoing provision shall constitute grounds for termination of this Lease by the **CITY**, however, the **TENANT** reserves the right to contest the tax, if such contest occurs, **TENANT** agrees to post a bond in **CITY'S** favor in the amount of said taxes contested, including the amount of all penalties and interest due or to be due during the period of such contest.

XVII. DEFAULT AND REMEDIES

17.01 The following events shall be deemed to be events of default by the **TENANT** under this Lease:

- A. **TENANT** shall fail to pay installment of rent as provided for in this Lease and such failure shall continue for a period of ten (10) days following receipt of written notice of failure to pay any installment of rent when due and owing,
- B. Except for the correction of safety hazards as provided in Section 12.03 and of interference as provided in Section 8.02 hereinbefore, **TENANT** shall fail to comply with any material term, as reasonably determined by the **CITY**, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to the **TENANT**.
- C. The taking by a court of competent jurisdiction of the **TENANT** and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

17.02 Upon the occurrence of an event of default as heretofore provided, **CITY** may, as its option, declare this Lease, and all rights and interest created by it, terminated. Upon **CITY** electing to terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or the **CITY**, its employees, representatives, agents, or attorney may, at its option, resume possession of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** and relet the same for the remainder of the term, whether initial or an extended term, for the best rent the **CITY**, its, employees, representatives, agents, or attorney may obtain for the account of the **TENANT** without relieving the **TENANT** of any liability hereunder as to rent still due and owing in this Lease, or any extension thereof, as applicable. **TENANT** shall make good any deficiency.

17.03 Any termination of this Lease as herein provided, except under Article IV, Section 4.06, shall not relieve the **TENANT** from the payment of such sum or sums that shall then be due and payable or become due and payable to the **CITY** hereunder, or any claim for damages then or theretofore accruing against the **TENANT** hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from the **TENANT** for any default hereunder. All rights, options, and remedies of the **CITY** contained in this Lease shall be cumulative of the other, and **CITY** shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease. No waiver by the **CITY** of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any

succeeding or preceding breach of the same or any covenant, condition, or restriction herein contained.

17.04 Upon any such expiration or termination of this Lease, **TENANT** shall quit and peacefully surrender the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** to the **CITY** within a reasonable period of time, and **CITY**, upon or at any reasonable time after such expiration or termination may, without further notice, enter upon and re-enter the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** and possess and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, any may dispossess **TENANT** and remove the **TENANT** and all other persons and property, including all signs, furniture, trade fixtures, and other property which may be disputed as to its status as fixtures, from the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA**, and such action by the **CITY** shall not constitute the **CITY'S** acceptance of abandonment and surrender of the **TENANT'S SUB-PREMISES** and the **COMMON TOWER AREA** by **TENANT** or prevent the **CITY** from pursuing all legal remedies available to it.

17.05 Bankruptcy on the part of the **TENANT**, or of any of its assignees or sublessees, shall be deemed an act of default and a breach of this Lease.

XVIII. QUIET ENJOYMENT

18.01 **CITY** covenants and agrees, subject to the provisions of this Lease, that the **TENANT**, on paying the rent and all other charges in this Lease provided for and observing and performing the covenants, agreements, and conditions of this Lease on its part to be observed and performed, shall lawfully and quietly hold, occupy, and enjoy the **PREMISES** during the term without hindrance or molestation of any kind whatsoever.

XIX. CONFLICT OF INTEREST

19.01 **TENANT** acknowledges that it is informed that Texas law prohibits contracts between the **CITY** and any local public official, such as a **CITY** officer or employee, and that the prohibition extends to an officer and employee of **CITY** agencies, such as **CITY** owned utilities and certain **CITY** boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. **TENANT** certifies (and this Lease is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Lease, is an officer or employee of the **CITY** or any of its agencies. The **TENANT** further certifies that it has complied with the **CITY'S** ethics ordinance.

XX. ENTIRE AGREEMENT/AMENDMENT

20.01 This Lease, together with its attached Exhibits "A" and "B," in writing, constitutes the entire agreement between the parties.

20.02 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

20.03 This Lease is entered into pursuant to the **CITY** Ordinance referenced on page 1 hereof, which adopted this written Standard Tower Lease Agreement, and the **CITY** has adopted a procedure and policy through which this Standard Tower Lease Agreement may be executed by the City Manager's Office. Any substantial change to this Lease must be in writing, approved by City Council and adopted by Ordinance.

XXI. SEPARABILITY

21.01 If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

XXII. NOTICES

22.01 Any notice or demand given under this Lease shall be in writing and shall be effectively delivered when deposited in the United States Mail, in Certified or Registered form, postage prepaid, addressed as follows:

If to the **CITY**:
City Clerk's Office
City of San Antonio
P. O. Box 839966/2nd Floor City Hall
San Antonio, Texas 78283-3966

With a copy to:
Director of CIMS
City of San Antonio
P. O. Box 78283-3966
San Antonio, Texas 78283-3966

If to **TENANT**:
Clear Wireless
4400 Clarillon Point
Kirkland, WA 98033

With a copy to:
Clear Wireless, ATTN: Property Manager
4400 Clarillon Point
Kirkland, WA 98033

22.02 Notice given in any other manner shall be effective only when actually received. Either party may change the address herein specified from time to time giving five days written notice of same.

22.03 This Contract is to be construed under the laws of the State of Texas and is performable in Bexar County, Texas.

XXIII. PARTIES BOUND

23.01 The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors, and assigns, and if there shall be more than one party designated as the TENANT in this Lease, they shall each be bound jointly and severally hereunder.

XXIV. LAW TO APPLY

24.01 THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XXV. GENDER

25.01 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVI. CAPTIONS

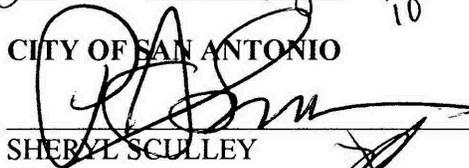
26.01 The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Lease.

XXVII. AUTHORITY

27.01 The signer of this Lease for the TENANT hereby represents and warrants that he or she has full authority to execute this Lease on behalf of the TENANT.

IN WITNESS WHEREOF, in duplicate originals, we have affirmed our signatures this 3rd day of February, 2009.

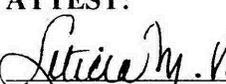
CITY OF SAN ANTONIO


SHERYL SCULLEY
City Manager

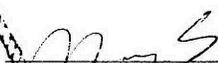
CLEAR WIRELESS, L.L.C.


Name: ANA HEMMERT
Title: DIRECTOR-NETWORK DEPLOYMENT

ATTEST:


LETICIA VACEK
City Clerk

ATTEST:

11/10/09

Name: Mayra Salas
Title: ND Coordinator

APPROVED AS TO FORM:


MICHAEL BERNARD
City Attorney

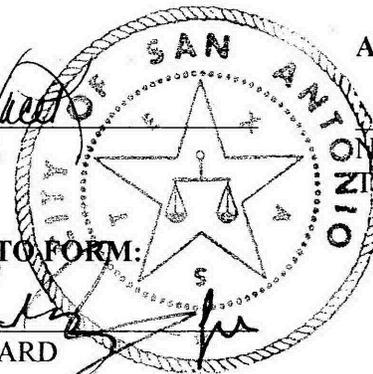


EXHIBIT "A"

Premise Description, and Site Plan

Being a 41.253 acre tract of land out of a 183.566 acre tract of land out of the Jose Alameda League Survey No. 81, County Block 4017, said 183.566 acre tract of land being recorded in Volume 6967, Page 91 of the Deed and Plat Records of Bexar County, Texas, now being New City Block 17930, Concord Annexation, San Antonio, Bexar County, Texas, being more particularly

For Site Plan and Detail Description

SEE ATTACH DRAWINGS



TX-SAN051

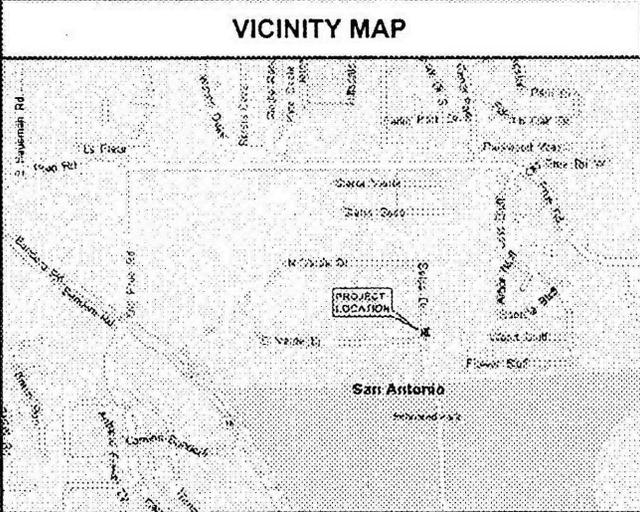
10100 BELGA DRIVE
SAN ANTONIO, BEXAR COUNTY, TX 78240

APPROVED FOR CONSTRUCTION	
NETWORK DEPLOYMENT	CONSTRUCTION MANAGER
BT	BACK HAUL
SITE ACQUISITION	PROPERTY OWNER

DRAWING INDEX		
NUMBER	SHEET TITLE	REV
T1	TITLE SHEET	0
A1	SITE PLAN AND ELEVATION	1
A2	DETAILS AND NOTES	1
A3	STRUCTURAL NOTES, SECTION AND DETAILS	0
A4	EQUIPMENT DETAILS	0
E1	ELECTRICAL PLAN	0
E2	GROUNDING PLAN	0
E3	ELECTRICAL DETAILS	0
E4	GROUNDING DETAILS & NOTES	0
E5	GROUNDING ANTENNA DETAILS	0
E6	ELECTRICAL RISER, NOTES, AND DETAILS	0

DIRECTIONS

FROM SAN ANTONIO INTERNATIONAL AIRPORT: TRAVEL WEST ON NE LOOP 410. CONTINUE ON NE LOOP 410 FOR APPROX. 7.8 MILES TO BANDERA ROAD, EXIT 13A. TURN RIGHT ON BANDERA ROAD AND TRAVEL APPROX. 3.0 MILES TO N VERDE DRIVE. TURN RIGHT ON N VERDE DRIVE AND TRAVEL APPROX. 0.6 MILES. TURN RIGHT ONTO BELGA DRIVE.



PROJECT SUMMARY

SCOPE OF WORK: PROPOSED (3) SECTOR ANTENNAS, BIS, & MICROWAVE DISHES MOUNTED ON AN EXISTING TOWER. EQUIPMENT CABINET WILL BE LOCATED AT THE BASE OF THE TOWER ON THE RAISED PLATFORM. SITE IS AN UNMANNED TELECOMMUNICATIONS FACILITY NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS IS NOT REQUIRED). FACILITY HAS NO PLUMBING.

SITE NUMBER: TX-SAN051

SITE ADDRESS: 10100 BELGA DRIVE
SAN ANTONIO, TX. 78240

TOWER OWNER: CITY OF SAN ANTONIO
114 W. COMMERCE
SAN ANTONIO, TX.

CONTACT: MARCIA ORLANDI
(210) 207-7370

APPLICANT: CLEAR WIRELESS, LLC
4400 CARILLON POINT
KIRKLAND, WA 98033

SITE ACQUISITION: EDGAR MUNIZ
1846 LOCKHILL-SELMA #107
SAN ANTONIO, TX. 78213

LATITUDE: 29.53733333
LONGITUDE: -98.63666111
LAT/LONG TYPE: GPS-NA083

ELEVATION: 907'

COUNTY: BEXAR
JURISDICTION: CITY OF SAN ANTONIO
TAX I.D. NUMBER: 683393

A/E CONSULTANT: ARCHCOMM INC.
1840 LOCKHILL-SELMA #101
SAN ANTONIO, TEXAS 78213
(210) 308-9905

TELCO COMPANY: AT&T
(800) 499-7928

POWER COMPANY: CPS ENERGY
(210) 353-4639

ARCHCOMM, INC.
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

CLEAR WIRELESS LLC,
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7800
FAX: (425) 216-7900

TX-SAN051

10100 BELGA DRIVE
SAN ANTONIO, BEXAR COUNTY, TX 78240

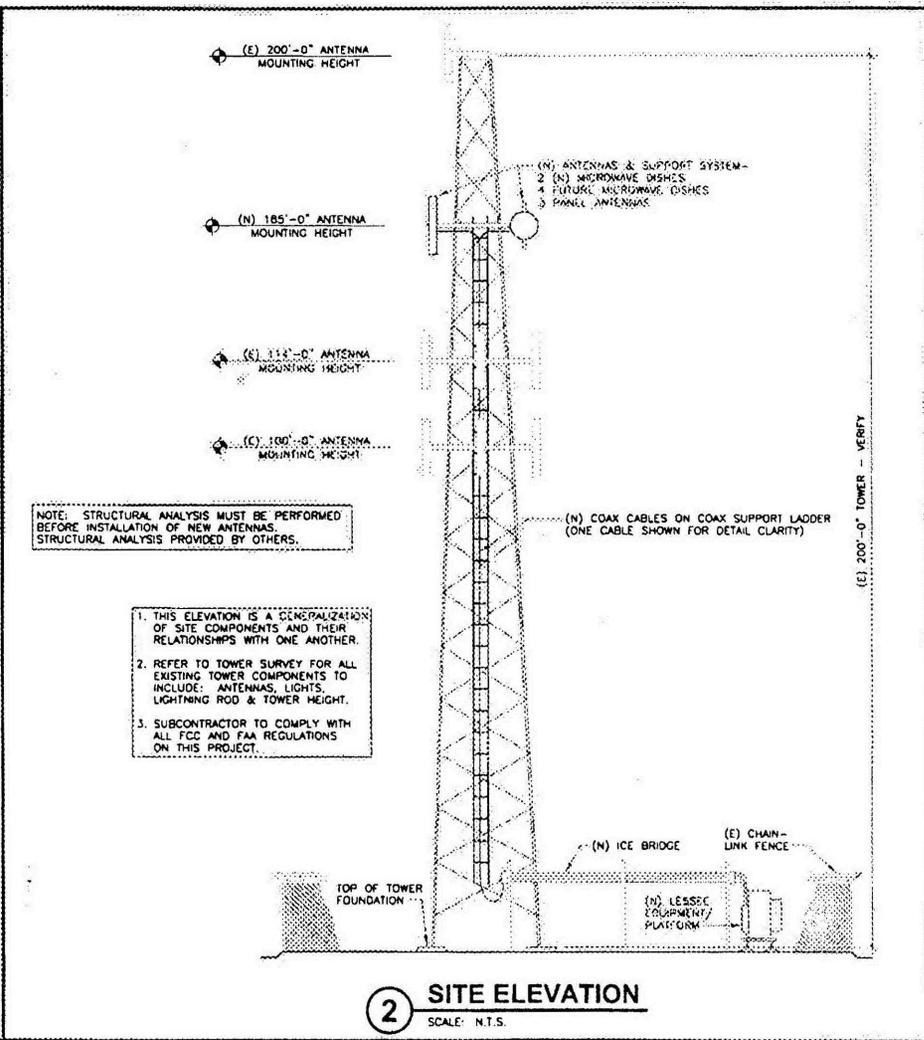
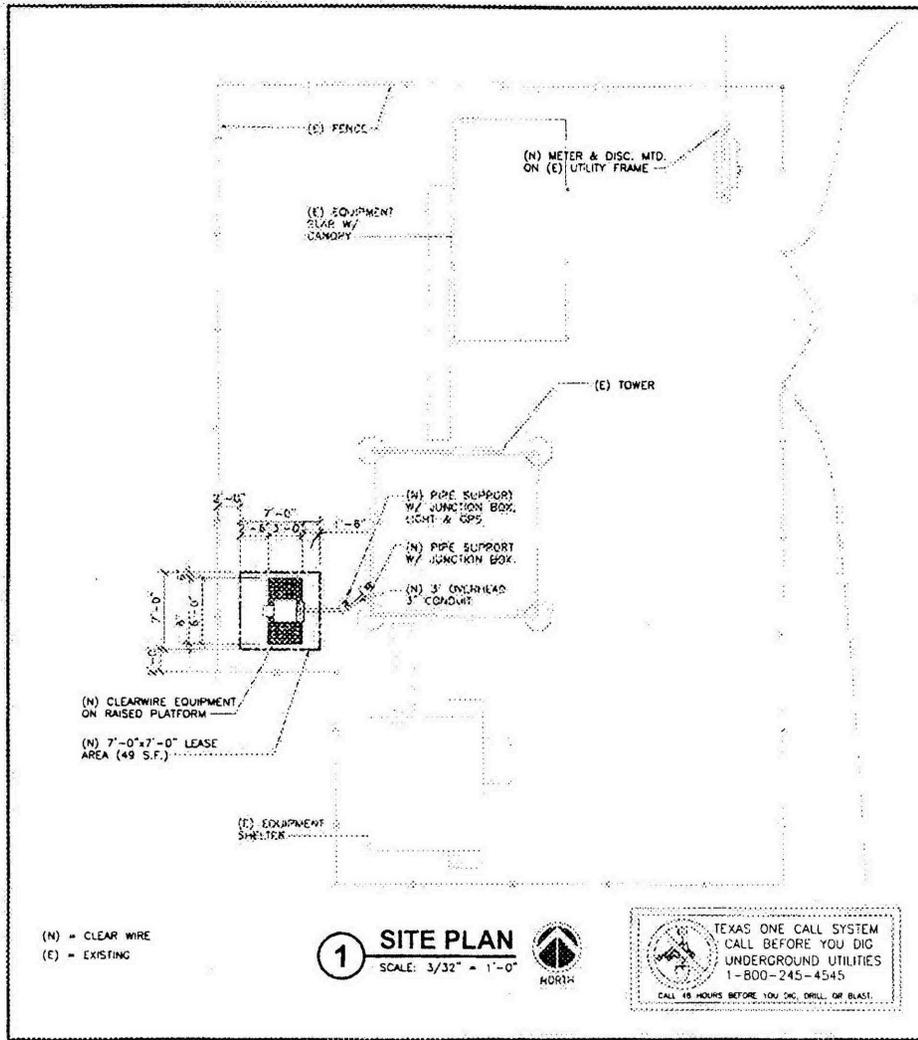
REV	DATE	DESCRIPTION
0	06.02.09	ISSUE FOR CONSTRUCTION
2	05.15.09	EQUIPMENT LOCATION CHANGE
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		



TITLE SHEET

DRAWING NUMBER	REV
T1	0

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ARCHCOMM, INC.
1840 Lockhill-Seima, Suite 101
San Antonio, Texas 78213
(210)308-9905

clear
superfast mobile internet

CLEAR WIRELESS LLC,
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7600
FAX: (425) 216-7900

TX-SAN051

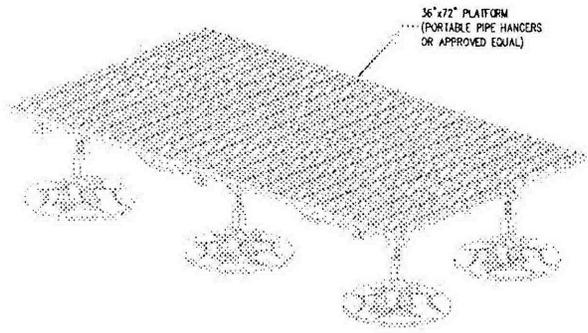
10100 BELGA DRIVE
SAN ANTONIO, BEXAR COUNTY, TX 78240

NO.	DATE	DESCRIPTION
1	06.04.09	NW DISH AMOUNT
0	06.02.09	ISSUE FOR CONSTRUCTION
2	05.15.09	EQUIPMENT LOCATION CHANGE
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		

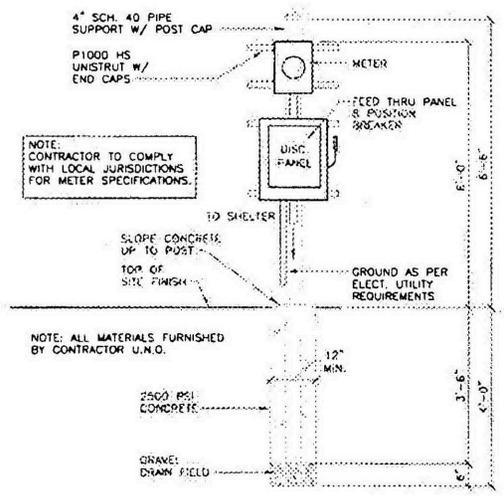
DATE: JUN 12 2009

SITE PLAN & ELEVATION

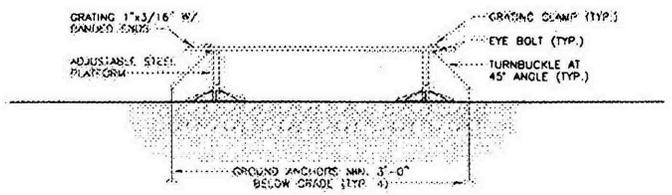
DRAWING NUMBER	REV
A1	1



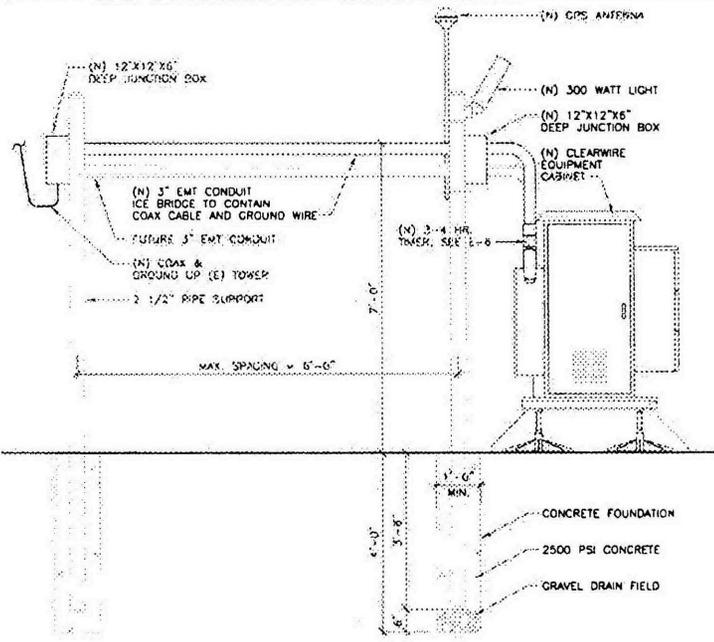
1 RAISED STEEL PLATFORM
SCALE: N.T.S.



2 METER FRAME ELEVATION (if applicable)
SCALE: 3/8" = 1'-0"



5 TURNBUCKLE DETAIL
SCALE: 3/8" = 1'-0"



3 TRANSMISSION LINE BRIDGE DETAIL
SCALE: N.T.S.

4 STRUCTURAL NOTES
SCALE: NONE

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS, ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL COMPONENTS AND FABRICATION ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1.96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH-UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
4. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CONCRETE EXPANSION ANCHORS SHALL BE MILITARY KONIK BOLTS UNLESS NOTED OTHERWISE. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
5. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT TIE WRAPS OR STAINLESS STEEL HARDWARE.
6. ALL REINFORCED STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BILLET STEEL BARS.
7. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.
8. ALL FIELD CUT METAL WILL BE SCRAPPED OF ANY RUST AND COLD GALVANIZED.
9. RUBBER CAPS WILL BE PLACED ON ALL EXPOSED UNISTRUT ENDS.



ARCHCOMM, INC.
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-8905



CLEAR WIRELESS LLC,
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 218-7600
FAX: (425) 218-7900

TX-SAN051

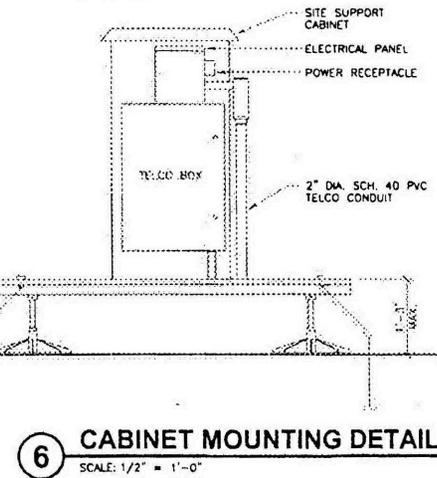
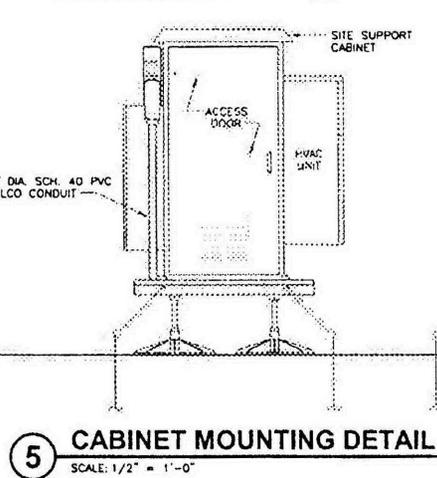
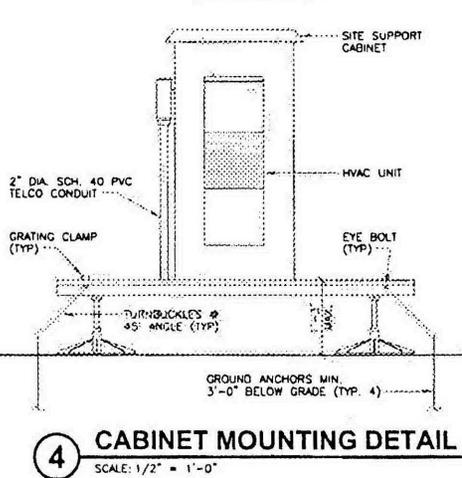
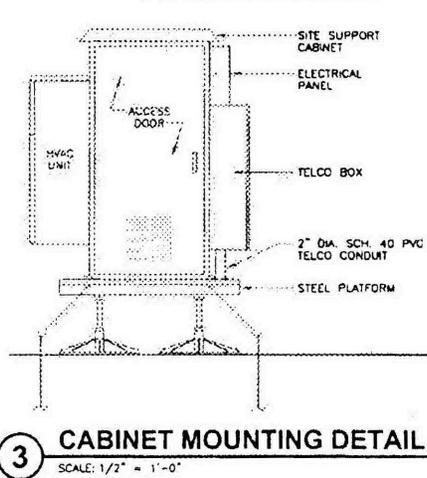
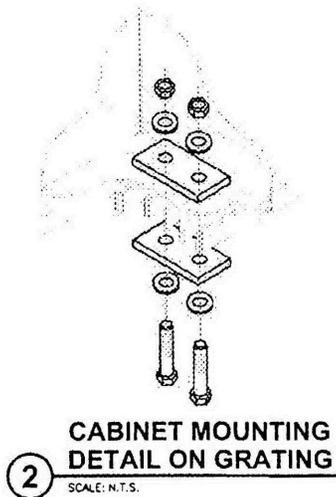
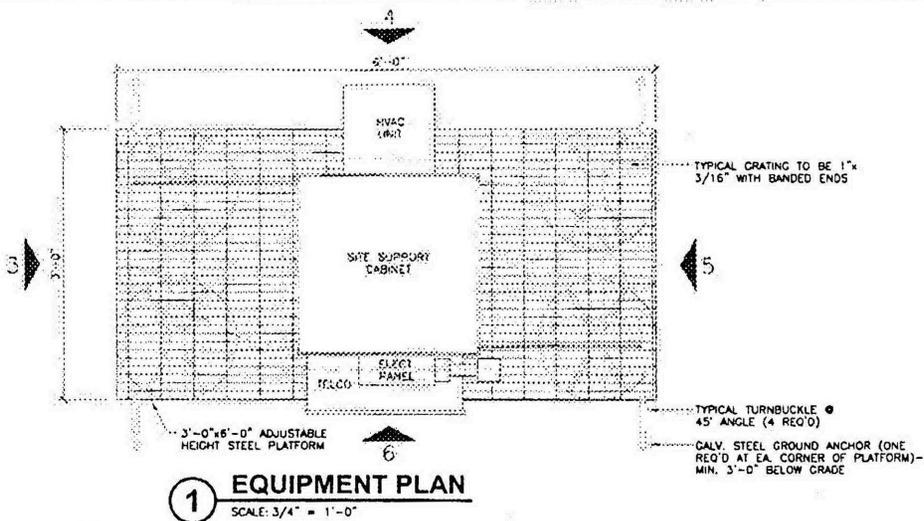
10100 BELGA DRIVE
SAN ANTONIO, BEXAR COUNTY, TX 78240

NO.	DATE	DESCRIPTION
0	06.02.09	ISSUE FOR CONSTRUCTION
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW
SHEET HISTORY		



STRUCTURAL NOTES, SECTIONS AND DETAILS

DRAWING NUMBER	REV
A3	0



CLEAR WIRELESS LLC,
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7600
FAX: (425) 216-7900

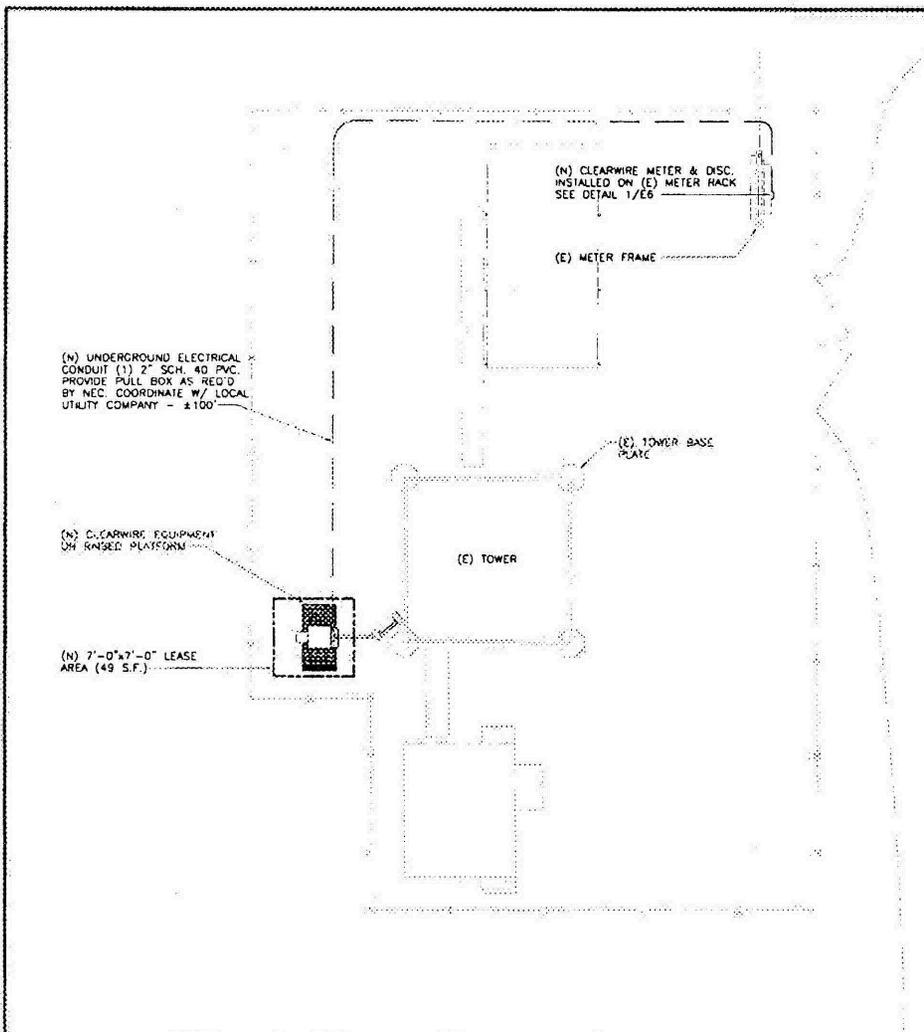
TX-SAN051
10100 BELGA DRIVE
SAN ANTONIO, BEXAR COUNTY, TX 78240

SHEET HISTORY		
0	06.02.09	ISSUE FOR CONSTRUCTION
1	05.13.09	PROTOTYPE UPDATE
0	05.01.09	ISSUE FOR REVIEW



EQUIPMENT DETAILS

DRAWING NUMBER	REV
A4	0



GENERAL SPECIFICATIONS:

1. WIRING SHALL BE AWG STRANDED COPPER WITH THHN OR EQUIVALENT INSULATION. #12 MINIMUM INSTALLED IN 1/2" MINIMUM CONDUIT. SIGNAL WIRING SHALL BE INSULATED #22 AWG. NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED.
2. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
3. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW.
 AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
 UNDERWRITER'S LABORATORY (UL)
 NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
 AMERICAN STANDARDS ASSOCIATION (ASA)
 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
4. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
 THE NATIONAL ELECTRICAL CODE (NFPA 70)
 THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2)
 THE LIFE SAFETY CODE (NFPA 101)
 LOCAL BUILDING CODES
5. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDING USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDING WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
6. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED STEEL, NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
7. LABEL ALL EQUIPMENT SERVED FROM CLEAR WIRELESS, LLC PANEL BOARD WITH PHENOLIC LABELS SIZE IN RELATION TO USAGE.
8. INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE. OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE. WHERE EMT IS USED IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
9. CONTRACTOR TO PROVIDE AND INSTALL ENGRAVED LABEL ON THE CLEAR WIRELESS, LLC METER SOCKET ENCLOSURE.

1 ELECTRICAL PLAN
 SCALE: 3/32" = 1'-0"
 NORTH

ARCHCOMM, INC.
 1840 Lockhill-Selma, Suite 101
 San Antonio, Texas 78213
 (210)308-9905

clear
 superfast mobile internet

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 KIRKLAND, WA 98033
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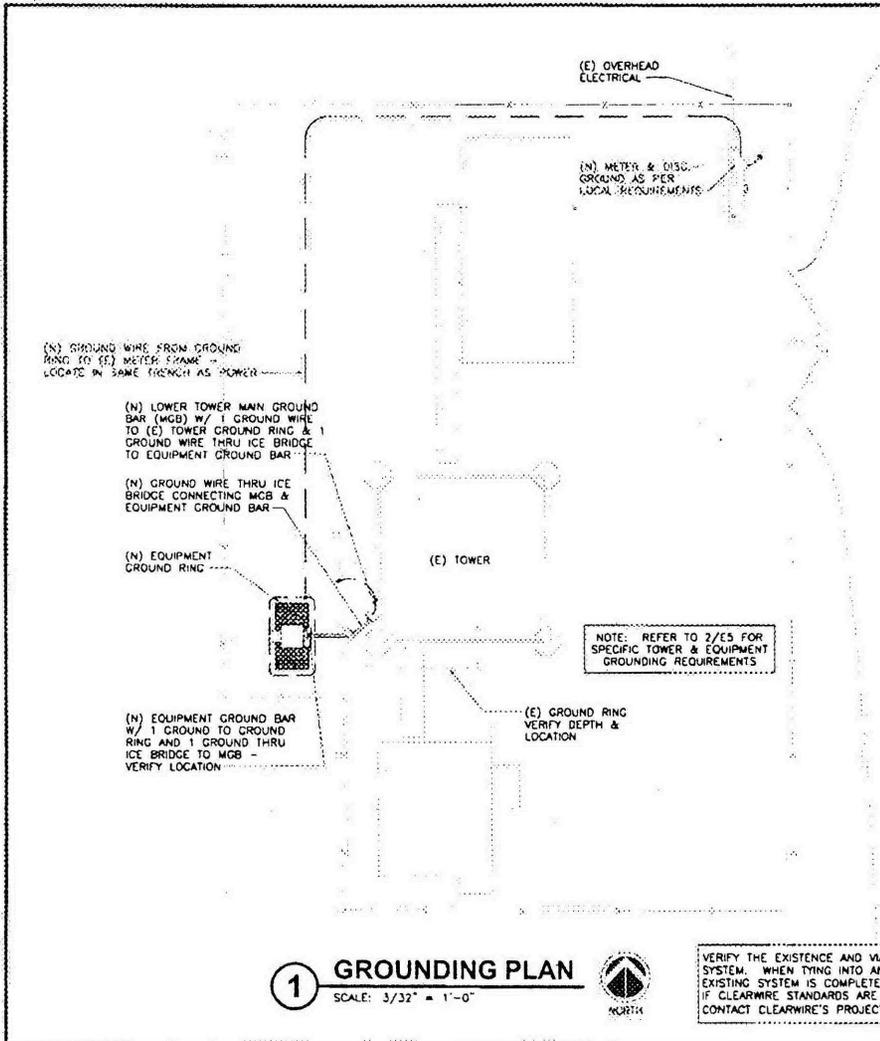
TX-SAN051

10100 BELGA DRIVE
 SAN ANTONIO, BEXAR COUNTY, TX 78240

NO.	DATE	DESCRIPTION
0	06.02.09	ISSUE FOR CONSTRUCTION
2	05.15.09	EQUIPMENT LOCATION CHANGE
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SHEET HISTORY		

ELECTRICAL PLAN

DRAWING NUMBER	REV
E1	0



1 **GROUNDING PLAN**
SCALE: 3/32" = 1'-0"



VERIFY THE EXISTENCE AND VIABILITY OF ANY EXISTING TOWER GROUNDING SYSTEM. WHEN TYING INTO ANY PART OF AN EXISTING SYSTEM ENSURE EXISTING SYSTEM IS COMPLETE AND FUNCTIONING TO CLEARWIRE STANDARDS. IF CLEARWIRE STANDARDS ARE NOT MET, DO NOT TIE INTO EXISTING SYSTEM; CONTACT CLEARWIRE'S PROJECT MANAGER FOR INSTRUCTIONS.

3 **SYMBOLS LEGEND**

- SCALE: N.T.S.
- EXOTHERMIC WELD
 - MECHANICAL CONNECTION
 - 8"x5/8" COPPER CLAD, STEEL GROUND ROD
 - GROUND ROD TEST WELL
 - GROUND CABLE RUN BELOW GRADE

2 **GROUNDING NOTES**
SCALE: N.T.S.

1. GROUNDING IS REQUIRED FOR FACILITIES AND STRUCTURES TO REDUCE THE HAZARDS OF ELECTRICAL SHOCK TO PERSONNEL, PROTECT WIRING AND COMPONENTS FROM DAMAGE, REDUCE LONGITUDINAL CURRENT AND REDUCE NOISE.
2. GROUNDING SHALL COMPLY WITH ARTICLE 250 - 50, 52, & 62-70 OF THE NATIONAL ELECTRIC CODE.
3. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
4. GROUNDING CONDUCTORS SHALL BE RUN THROUGH PVC SLEEVES WHERE ROUTING THROUGH WALLS, FLOORS, AND CEILINGS. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
5. EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
6. ALL CONDUCTORS USED IN THE GROUND RING AND GROUND RING STRINGERS SHALL BE #2 SOLID WIRE. ALL STRINGERS SHALL BE CONNECTED TO THE GROUND RING USING EXOTHERMIC WELDS WITH TAC 2 BY 2 WELDS AND #90 WELD METAL.
7. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.

GROUND RING INSTALLATION:

1. THE TRENCH FOR THE GROUND RING SHALL BE A MINIMUM OF 2' DEEP OR BELOW THE FROST LINE.
2. THE TRENCH SHALL BE INSTALLED AROUND THE CLEARWIRE EQUIPMENT PLATFORM AND EXTENDED TO THE TOWER WHERE THE BOTTOM BUSS BAR WILL BE INSTALLED.
3. ONCE ALL THE DIRT IS REMOVED FROM THE TRENCH, THE GROUND RODS WILL BE SPACED AT A MINIMUM OF 6' APART FROM EACH OTHER. THE GROUND RODS WILL BE DRIVEN INTO THE GROUND TO A MAXIMUM OF 6" ABOVE THE GROUND AT TRENCH LEVEL. THE TOP OF THE GROUND ROD MUST BE 1'-6" BELOW GRADE.
4. AFTER THE GROUND RODS HAVE BEEN INSTALLED, MAKE A MEASUREMENT AND CUT FOR THE #2 WIRE TO BE INSTALLED TO THE GROUND RING. ENSURE THE #2 WIRE IS LONG ENOUGH TO MAKE A CONTINUOUS RUN TO THE GROUND RING.
5. THE GROUND RING MUST BE ONE WIRE AND SHOULD ONLY BE EXOTHERMICALLY WELDED AT THE END OF THE GROUND RING.
6. START AT ONE OF THE GROUND RODS PREVIOUSLY INSTALLED AND MAKE AN EXOTHERMIC WELD CONNECTION BETWEEN THE GROUND ROD AND #2 WIRE. CONTINUE THIS STEP UNTIL ALL GROUND RODS HAVE BEEN CONNECTED TO THE #2 WIRE FOR THE GROUND RING.
7. ONCE YOU HAVE MADE A CONTINUOUS RUN WITH THE #2 WIRE FROM EACH GROUND ROD AND BACK TO WHERE YOU MADE THE FIRST CONNECTION OF THE GROUND ROD, OVERLAP THE #2 WIRE BY 1" AND SPLICE THE #2 WIRE TO ITSELF WITH A 2 TO 2 EXOTHERMIC WELD MOLD. THIS SHOULD BE THE ONLY SPLICE MADE WITHIN THE GROUND RING.
8. AFTER THE GROUND RING HAS BEEN INSTALLED YOU WILL NEED TO MAKE ADDITIONAL MEASUREMENTS FOR THE STRINGERS THAT WILL BE CONNECTED TO THE GROUND RING AND BROUGHT OUT ABOVE GRADE. STRINGERS WILL BE BROUGHT OFF THE GROUND RING TO THE FOLLOWING LOCATIONS TO BE CONNECTED TO THE FOLLOWING:
 - TWO OPPOSITE CORNERS OF THE PLATFORM.
 - TWO STRINGERS FOR TELCO BUSS BAR LOCATED INSIDE THE CLEARWIRE CABINET.
 - THE SIDE OF THE TELCO ENCLOSURE LOCATED ON THE CLEARWIRE CABINET.
 - ONE STRINGER TO EACH PIPE SUPPORT INSTALLED FOR THE ICE BRIDGE CLOSEST TO THE EQUIPMENT.
 - ICE BRIDGE SUPPORTS CLOSEST TO THE TOWER ARE GROUNDED TO MOB.
 - ONE STRINGER FOR THE EQUIPMENT GROUND BAR.

GROUNDING CONNECTIONS:

1. GROUNDING CONNECTIONS SHALL BE MADE USING EXOTHERMIC WELDS UNLESS NOTED OTHERWISE.
2. CLEAN SURFACES TO SHINY METAL WHERE GROUND WIRES ARE EXOTHERMICALLY WELDED TO GALVANIZED SURFACES. TREAT ALL EXOTHERMIC WELDS WITH A GALVANIZED PAINT OF TOUCH UP WITH GALVANOX OR EQUIVALENT.
3. PRIOR TO INSTALLING LUGS ON GROUND WIRES AND/OR TO MAKING ANY OTHER MECHANICAL CONNECTIONS, APPLY GALVANOX OR EQUIVALENT. PRIOR TO BOLTING GROUND WIRES TO GROUND BARS, APPLY GALVANOX OR EQUIVALENT.
4. CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS, AND LOCK WASHERS 3/8" DIAMETER MINIMUM.
5. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO THE GROUND RING, INSTALL WIRE IN 1/2" PVC SLEEVE, FROM 1" ABOVE GRADE AND SEAL TOP WITH SILICONE MATERIAL.
6. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTIOXIDIZATION PAINT.
7. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP (BRUNDTY TYPE) COMPRESSION TYPE (ABOVE GRADE COMPRESSION FITTINGS) OR EXOTHERMIC WELDS. SPLIT BOLTS ARE NOT ACCEPTABLE.
8. CONNECTIONS SHALL BE CRIMPED USING THE PROPER HYDRAULIC CRIMPING TOOL (TYPE Y750).
9. ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OR EQUIPMENT, AND WHERE EXPOSED FOR GROUNDING CONDUCTOR TERMINATIONS SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.

GROUNDING SYSTEM INSPECTION AND TESTING

1. PRIOR TO BACKFILLING THE GROUND RINGS AND GROUND RODS, PROVIDE 24-HOUR NOTICE FOR CLEARWIRE'S PROJECT MANAGER TO INSPECT THE WORK.
2. THE GROUNDING SYSTEM SHALL PROVIDE FOR A MAXIMUM EARTH RESISTANCE OF 2 OHMS. IN ORDER TO ENSURE THIS RESISTANCE IS ACHIEVED, THE CONTRACTOR SHALL PERFORM THE "FALL OF POTENTIAL" OR "THREE TERMINAL" EARTH RESISTANCE "MEGGAR" TESTING. CONTACT CLEARWIRE'S PROJECT MANAGER WITH THE RESULTS.

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clear
superfast mobileInternet

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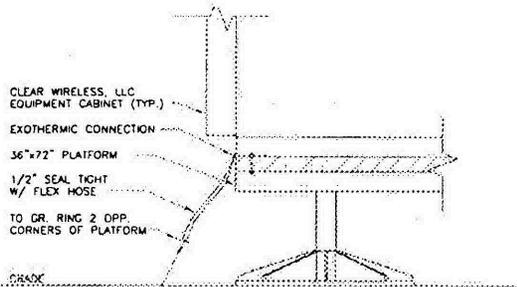
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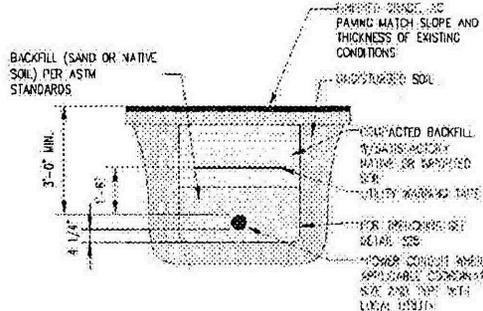
GROUNDING PLAN

DRAWING NUMBER	REV.
E2	0



(2) 2 AWG BARE SOLID GROUND LEADS EXOTHERMICALLY WELDED FROM THE GROUND RING WILL BE USED TO GROUND THE PLATFORM. THE PLACEMENT OF THESE LEADS WILL BE IN OPPOSITE CORNERS OF THE PLATFORM AND ROUTED IN THE MANNER TO ELIMINATE A POTENTIAL TRIP HAZARD. SEE CLEARWIRE CONSTRUCTION INSTALLATION GUIDE PAGE 23 FOR PROPER INSTALLATION

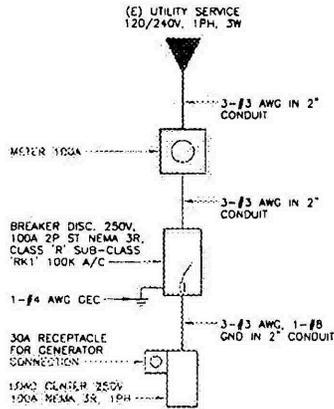
1 PLATFORM GROUNDING DETAIL
SCALE: N.T.S.



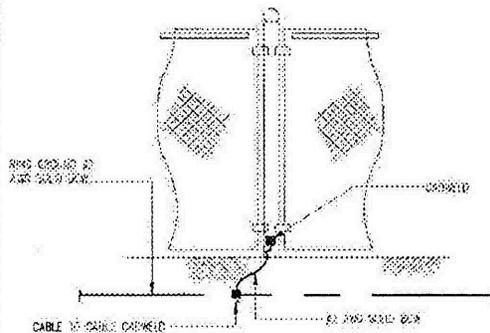
2 TYPICAL TRENCH SECTION
SCALE: N.T.S.

GENERAL NOTES:

- OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF PERMITS TO CLEAR WIRELESS.
- SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
- REDLINE AS-BUILTS ARE TO BE DELIVERED TO CLEAR WIRELESS REPRESENTATIVE.
- PROVIDE TWO COPIES OF OPERATIONS AND MAINTENANCE MANUALS IN THREE-RING BINDER.
- FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELCO SYSTEM AND THE GROUNDING SYSTEM AS SHOWN ON THESE PLANS.
- WORK SHALL BE PERFORMED IN STRICT ACCORDANCE W/ APPLICABLE BUILDING CODES AND LOCAL ORDINANCES. INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY CLEAR WIRELESS REPRESENTATIVE.
- CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
- PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
- REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED W/ THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
- CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
- IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE FEEDERS AND EQUIPMENT/ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
- CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY, LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
- CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE NEW SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE NEW LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2(B).
- THE EQUIPMENT PROTECTION MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCOMING EQUIPMENT AND/OR UTILITY COMPANY AIC RATE.



4 ONE LINE DIAGRAM
SCALE: N.T.S.



3 TYPICAL FENCE BONDING DETAIL
SCALE: N.T.S.



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TEL: (425) 216-7600
FAX: (425) 216-7900

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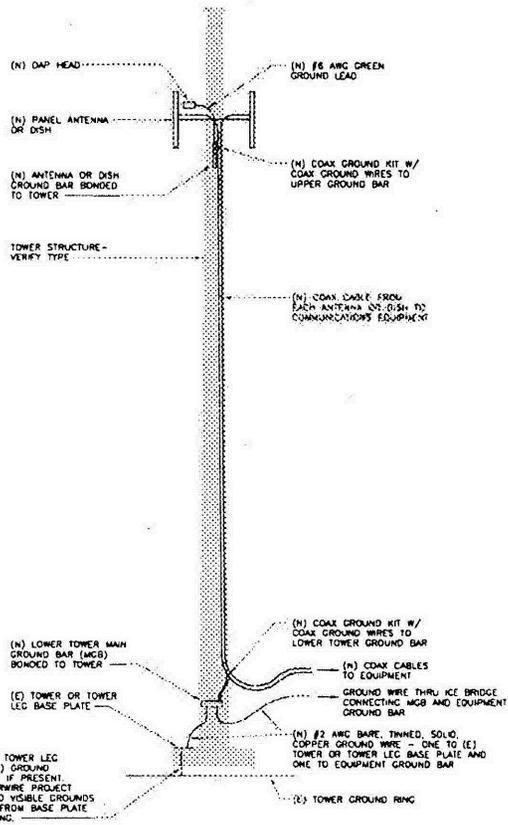
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REGISTRATION NUMBER F-6224

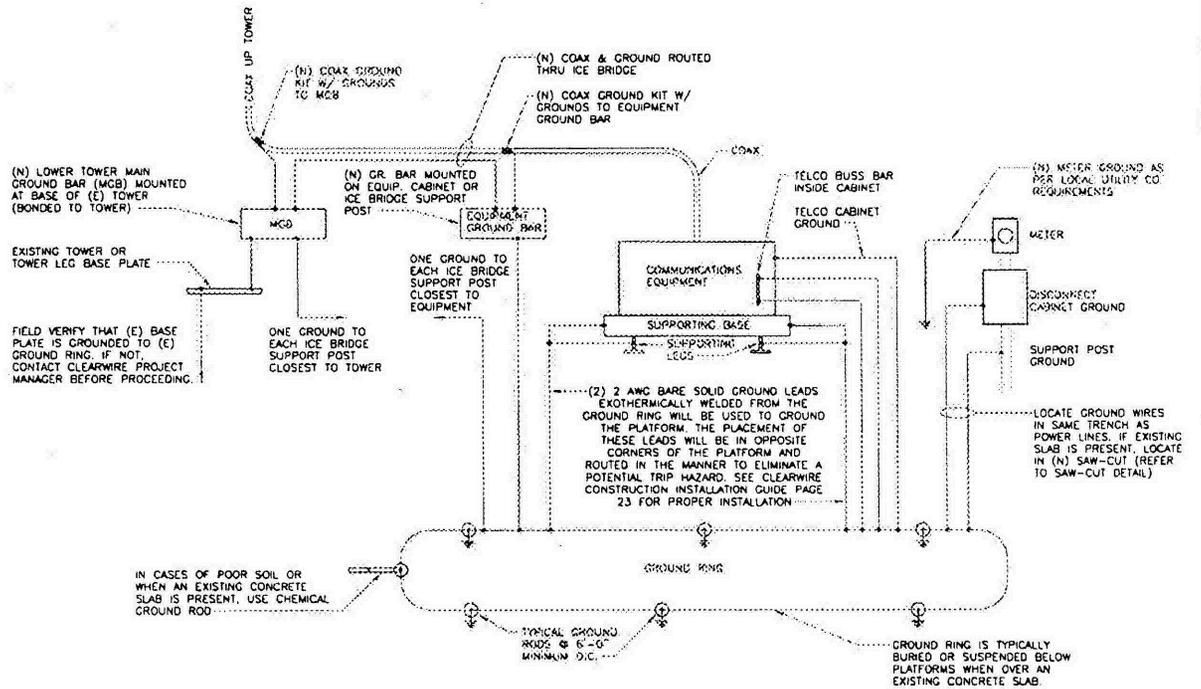


**ELECTRICAL
DETAILS**

DRAWING NUMBER	REV
E3	0



1 EQUIPMENT GROUNDING DIAGRAM
SCALE: N.T.S.



2 EQUIPMENT GROUNDING DIAGRAM
SCALE: N.T.S.



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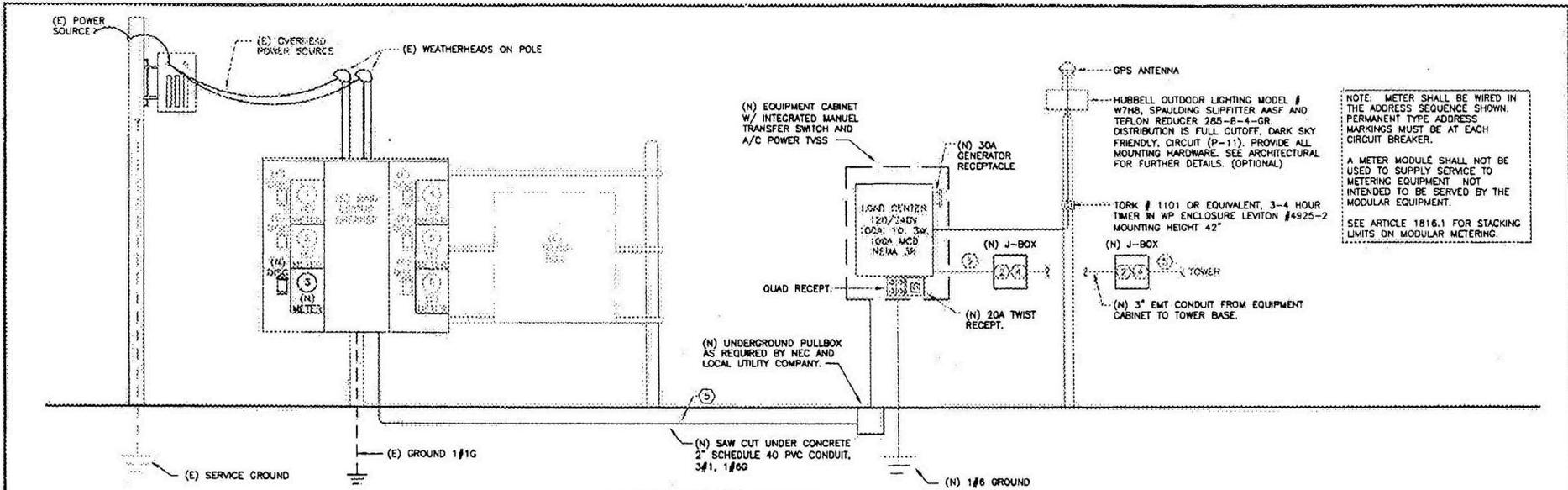
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REGISTRATION NUMBER F-6224



GROUNDING ANTENNA DETAILS

DRAWING NUMBER	REV
E5	0



NOTE: METER SHALL BE WIRED IN THE ADDRESS SEQUENCE SHOWN. PERMANENT TYPE ADDRESS MARKINGS MUST BE AT EACH CIRCUIT BREAKER.

A METER MODULE SHALL NOT BE USED TO SUPPLY SERVICE TO METERING EQUIPMENT NOT INTENDED TO BE SERVED BY THE MODULAR EQUIPMENT.

SEE ARTICLE 181.6.1 FOR STACKING LIMITS ON MODULAR METERING.

1 ELECTRICAL RISER
SCALE: N.T.S.

CELL TOWER SITE DIAGRAM FOR TYPICAL SINGLE-PHASE METER MODULE INSTALLATIONS (TWO TO SIX METERS)

NOT TO CONTRACTOR:

ELECTRICAL CONTRACTOR TO VERIFY SUFFICIENT CAPACITY AVAILABLE AT SERVICE EQUIPMENT. IF A SERVICE UPGRADE IS NECESSARY, ELECTRICAL CONTRACTOR IS TO OBTAIN PERMITS THROUGH CITY OF SAN ANTONIO AND INCLUDE SCOPE OF WORK. ELECTRICAL CONTRACTOR TO COORDINATE WITH CPSE TO VERIFY THAT TRANSFORMER WILL ACCOMMODATE THE NEW DEMAND AT THE SERVICE EQUIPMENT.

SITE LOAD ANALYSIS				
	120/240V	1Ø, 3W	600A SERVICE FOR 6 METERS	
TENANT	EXISTING METER #	EXISTING LOAD—KVA	DEMAND FACTOR	DEMAND
"A"	EXISTING	25.0	1.0	25.0
"B"	EXISTING	3.0	1.0	3.0
"C"	NEW	6.9	1.0	6.9
"D"	---	---	1.0	---
"E"	---	---	1.0	---
"F"	---	---	1.0	---
LOAD (KVA)		34.9		34.9
LOAD (AMPS)		145		600

- KEYED NOTES**
- ① PROVIDE ONE (1) 2" SCH. 40 PVC (ELECTRICAL) AND PULL BOX(S) AS REQUIRED BY 2008 NEC. ROUTE UTILITY SERVICE CONDUIT UNDERGROUND FROM SOURCE TO CLEARWIRE CABINET. COORDINATE WITH LOCAL UTILITY COMPANIES.
 - ② PROVIDE SUPPORT TO 3" EMT CONDUIT, EVERY 6', BETWEEN LOAD CENTER & TOWER.
 - ③ PROVIDE SERVICE DISCONNECT SWITCHES, AS PER BY 2008 NEC, AS REQUIRED FOR SAFETY.
 - ④ WEATHER TIGHT JUNCTION BOX (S) AND SIZE PER 2008 NEC CODE FOR APPLICATION.
 - ⑤ LIQUID TIGHT FLEXIBLE METALIC CONDUIT WITH WEATHER TIGHT FITTINGS AND SUPPORTS, SIZE TO MATCH ASSOCIATED ELECTRICAL J-BOX (S).

PANEL SCHEDULE									
LOAD DESCRIPTION	LOAD (KVA)	BRKR SIZE	CCT NO.	PHASE	CCT BRKR	LOAD (KVA)	LOAD DESCRIPTION		
				A B					
FEMALE TWIST LOCK	1.8	20/1	1		2	100/2	MAIN CIRCUIT BREAKER		
AIR CONDITIONER	1.0								
AIR CONDITIONER	1.0	20/1	3		4		MAIN CIRCUIT BREAKER		
FEMALE TWIST LOCK	1.8								
QUAD RECEPTACLE	0.4	20/1	5		6	30/2	GENERATOR INPUT		
SPACE			7		8		GENERATOR INPUT		
LOAD SUB-TOTAL	3.0	LOAD TOTAL	6.0	KVA	3.0	LOAD SUB-TOTAL			
125A, 120/240V, 1Ø, 3W, 100 MCB, NEMA 3R 65,000 AIC									
KVA WSA									
TOTAL CONNECTED LOAD 8.0									
25% OF LARGEST CONT. LOAD 900 W									
TOTAL LOADS 6.9 KVA 45 A									

NOTE: ALL NON-OPTIONAL BREAKERS PROVIDED BY OWNER

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REGISTRATION NUMBER F-6224

GENESIRO N. RUIZ
30646
REGISTERED PROFESSIONAL ENGINEER

ELECTRICAL RISER, NOTES & DETAILS

DRAWING NUMBER	REV
E6	0

EXHIBIT "B"
LETTER AGREEMENT
SEE ATTACH



CITY OF SAN ANTONIO

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

September 30, 2009

Clear Wireless, LLC.

Attn: Nichole Thomas

4400 Cañon

Kirkland, WA 98033

*10100 Reunion Place, Suite 100
San Antonio, TX 78216*

SP No. 1453 – Proposed co-location on existing City of San Antonio self support communication tower located at 10100 Belga Drive

Dear Ms. Thomas:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the internal canvassing process for this project and staff is in a position to recommend approval to your proposal to co-locate at the existing communication tower at O.P. Schnabel Park YMCA Tower, 10100 Belga Drive, San Antonio, Texas, subject to the following conditions:

1. Clear Wireless, LLC., hereby agrees to abide by all the terms and conditions of the City of San Antonio's current Telecommunications Policy, along with all the terms and conditions of the City of San Antonio's Standard Cellular Tower Agreement included therein. A copy of the latest rate schedule as recently approved by City Council is attached;
2. Clear Wireless, LLC. accepts full responsibility of ensuring that all due diligence, including a proper title search has been made of the municipal property in question and hereby acknowledges that there exist no encumbrances nor any other legal or physical restriction which may preclude the proposed facilities from being installed. In the event that the proposed installations ever need to be removed as a result of any title or Policy restrictions, it will be done at Clear Wireless, LLC., sole responsibility and expense.
3. The proposed tower must be constructed in strict accordance with the drawings (Exhibit "A", pages 1 through 12) reviewed, accepted and signed by Mr. Richard Morales, Jr., from our Informational Technology Services Department (ITSD);
4. Prior to entry upon the property for any action subsequent to the issuance of a lease, notice must be given to Mr. Richard Morales at (210) 207-7022 at least 48 hours in advance.
5. Clear Wireless, LLC. agrees not to exceed the designated boundaries as per plans for any of its ground equipment;
6. No fencing within the site dividing existing facilities and proposed Clear Wireless, LLC. facilities will be allowed;

EXHIBIT "B"

Page 1 of 2

7. Clear Wireless, LLC. will be responsible for a bi-yearly clean-up of all trash and materials that may be dumped in the vicinity of the tower and equipment shelter;
8. Clear Wireless, LLC. must apply a defoliant to the area surrounding the equipment shelter area and tower, and remove existing vegetation in and around the compound;
9. Site clean-up and maintenance of lease area is to be assumed by Clear Wireless, LLC. at its sole expense;
10. The terms of the proposed lease to Clear Wireless, LLC. will always be subordinate to the efficient operation (present or future) of the City's primary function of the overall site.
11. Assuming approval is granted, Clear Wireless, LLC. hereby agrees that it will submit the initial yearly lease payment within 10 days from date of lease issuance. Failure to do so will result in automatic forfeiture of rights.

We will proceed to further process your request upon our receipt of your agreement and acceptance of all the conditions as herein above established, including your agreement to pay the standard lease rates as imposed by current Ordinance.

If these conditions meet your approval, please indicate proper acceptance in the spaces provided below and return to the undersigned.

Sincerely,

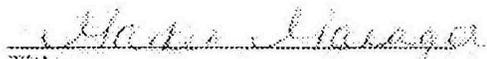

George H. Rodriguez
Assistant Director
Capital Improvements Management Services (CIMS)
City of San Antonio

AGREED AS TO TERMS AND CONDITIONS:

Petitioner: **Clear Wireless, LLC.**


By: _____

Date: 10/2/09


Title: _____

4.08 Upon termination of this Lease by either the CITY or the TENANT, or by operation of law, the TENANT agrees to restore the TENANT'S SUB-PREMISES and the COMMON TOWER AREA to its condition prior to the commencement of this Lease, except for reasonable wear and tear. TENANT also agrees to remove any improvements, including, but not limited to any buildings or antennas installed by the TENANT, at the request of the CITY.

V. LEASE RATE STRUCTURE

5.01 TENANT agrees to pay the CITY at the Department of Asset Management or elsewhere as designated in writing by CITY. The rent for the term of years is to be divided as follows:

I. ONE TOWER, ONE PROVIDER

	<u>5-Year Total Income</u>
A. 1 st 5-year period: \$15,625 per year	\$ 78,125.00
B. 2 nd 5-year period: \$18,000 per year	90,000.00
C. 3 rd 5-year period: \$20,750 per year	103,750.00
D. 4 th 5-year period: \$23,875 per year	119,375.00
20-year total	\$391,250.00

II. ONE TOWER, TWO PROVIDERS

	<u>5-Year Total Income</u>
A. 1 st 5-year period: \$10,938 per yr. per provider	\$ 109,375.00
B. 2 nd 5-year period: \$12,625 per yr. per provider	126,250.00
C. 3 rd 5-year period: \$14,500 per yr. per provider	145,000.00
D. 4 th 5-year period: \$16,750 per yr. per provider	167,500.00
20-year total	\$548,125.00
	(\$274,063.00 Per Provider)

III. ONE TOWER, THREE OR MORE PROVIDERS

	<u>5-Year Total Income</u>
A. 1 st 5-year period: \$ 8,750 per yr. per provider	\$131,250.00
B. 2 nd 5-year period: \$ 10,063 per yr. per provider	150,938.00
C. 3 rd 5-year period: \$ 11,625 per yr. per provider	174,375.00
D. 4 th 5-year period: \$ 13,375 per yr. per provider	200,625.00
20-year total	\$657,188.00
	(\$219,063.00 Per Provider)

5.02 In consideration for this Lease, the TENANT shall tender to the CITY at the office shown in Section 5.01 above a yearly rental based on the rates set out in Section 5.01 above, each year. The first yearly payment shall be made on or before ten (10) days after the