

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Information Technology Services

AGENDA DATE: September 17, 2019

PUBLIC HEARING DATE: N/A

**CONTACT PERSON NAME
AND PHONE NUMBER:**

Araceli Guerra – Interim Director
Information Technology Services, (915)212-1401
Sol Cortez – Assistant City Attorney

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: GOAL 2 – Set the standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

That the City Manager be authorized to sign a Government Entity Tower License Agreement between the Pinnacle Towers, LLC, and the City of El Paso for antenna, shelter and/or antenna space, including any antennas, cables connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software and other personal property necessary to carry out City's Public Safety P-25 communications system located a portion of E.D. Strong Survey 221 and of E.D. Strong Survey 222, City of El Paso, El Paso County, Texas more commonly known as Ranger Peak on the top of Franklin Mountains, for an initial term of five (5) years with automatic renewal periods of 5 years unless either party provides notice of non-renewal, at cost to the City of \$1,043.34 per month for rent with a 3% annual increase and additional fees and operating costs, as set forth in the License.

BACKGROUND / DISCUSSION:

This renewal will allow continued operation of the current radio infrastructure for the Public Safety Agencies and other City-Wide Departments. Equipment located onsite is part of the P25 800 MHz Digital Trunked System and backup radio system for the Public Safety Agencies and City-Wide departments.

PRIOR COUNCIL ACTION:

Yes. The lease was approved and awarded to Pinnacle Tower, LLC. By council January 29, 2013.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$13,563.42 Year & Funding Source: 239-1000315090-P1503-524000 "Building Leases"

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Araceli Guerra, Department of Information Technology Services, Interim Director

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Government Entity Tower License Agreement between the Pinnacle Towers, LLC, and the City of El Paso for antenna, shelter and/or antenna space, including any antennas, cables connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software and other personal property necessary to carry out City's Public Safety P-25 communications system located a portion of E.D. Strong Survey 221 and of E.D. Strong Survey 222, City of El Paso, El Paso County, Texas more commonly known as Ranger Peak on the top of Franklin Mountains, for an initial term of five (5) years with automatic renewal periods of 5 years unless either party provides notice of non-renewal, at cost to the City of \$1,043.34 per month for rent with a 3% annual increase.

ADOPTED this _____ day of _____, 2019.

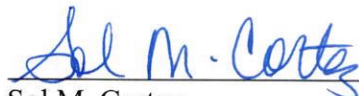
CITY OF EL PASO

Dee Margo
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney



Araceli Guerra, Interim Director
Information Technology Department



Date: September 5, 2019
To: El Paso TX, City of
Regarding: El Paso TX, City of / / Ranger Peak
BUN: 872560 / / El Paso (Ranger Peak) / Order/Application # 462444

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of El Paso TX, City of, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Megan Williams at 724-416-2679.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist
Crown Castle

Customer Site Name: Ranger Peak
Customer Site No.: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

GOVERNMENT ENTITY TOWER LICENSE AGREEMENT

THIS GOVERNMENT ENTITY TOWER LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 200____ (the "Effective Date"), between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004), with its principal place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and City of El Paso, a local government entity in Texas, with its principal office at 300 N. Campbell, El Paso, TX 79901 ("Licensee").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

I. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" Any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjustment Date" The date on which the Basic Payment shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

"Base Fee" The then-current Basic Payment, as described in Section 5.2 below.

"Basic Payment" The consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below and subject to adjustment as described in Section 5.2 below.

"Closeout Documentation" As-built drawings and other installation documentation required by Licensor, as described in Section 2.6 below.

"Conveyance" Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Crown Castle" An affiliate of Licensor that is designated by Licensor to perform any Work for Licensee pursuant to Section 2.5 below.

Prepared by: R. James
Prepared on: September 5, 2019

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"Equipment" Licensee's communications equipment including, but not limited to Licensee's antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

"FCC" The Federal Communications Commission.

"Government Entity" Any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

"Intermodulation Study" A study to determine whether an RF interference problem may arise, as described in Section 2.3 below.

"Intermodulation Study Fee" The fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

"Lender" Any and all lenders, creditors, indenture trustees and similar parties.

"Licensed Space" That portion of the Site which is licensed to Licensee hereunder.

"Licensee" The party named as "Licensee" in the first paragraph hereof and its successors in interest.

"Licensor" The party named as "Licensor" in the first paragraph hereof and its successors in interest.

"Modification" (i) Any modification to the Equipment as specified herein or an approved Site Engineering Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified in the approved Site Engineering Application; (iii) any change in Licensee's technology protocol (e.g., GSM, CDMA, TDMA, iDEN, etc.); (iv) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (v) any repair to the Equipment that affects tower loading capacity.

"Prime Lease" The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Licensor derives its rights in the Site and/or which contain(s) restrictions on use of the Site, as described in Article 18 below.

"Pro Rata Share" The fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%).

"Regulatory Compliance Costs" The reasonable costs, including reasonable attorneys' fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable law, regulation, rule, guideline, directive or requirement promulgated by a Government Entity.

"RF" Radio frequency.

"Security Instrument" Any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

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"Site" The property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

"Site Application Fee" The fee paid by Licensee to Licensor to evaluate a Site Engineering Application to determine whether the tower and Site have sufficient capacity to accommodate the Equipment.

"Site Engineering Application" The application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application is attached to, and incorporated into, this Agreement as part of Exhibit B.

"Site Plan" The site plan referred to in Section 2.2 below, a copy of which is attached hereto as Exhibit C.

"Site Rules" The "Site Rules", or its successor, issued by Licensor from time to time, as described in Section 2.2 below.

"Structural Analysis" An engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed Equipment, which analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Structural Analysis Fee" The fee payable by Licensee to Licensor in the amount of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) to defray Licensor's costs incurred with respect to its performance of a Structural Analysis.

"Subsequent Use" Any installation or modification to Licensor's or another user's equipment subsequent to the installation or modification of the Equipment as described in Section 6.1 below.

"Term" The term of this Agreement, as set forth in Article 4 below.

"Term Commencement Date" means the Effective Date.

"Tower Level Drawing" The tower level drawing referred to in Section 2.2 below, a copy of which is attached hereto as part of Exhibit B.

"Work" The installation or removal of Equipment or construction of an approved Modification to Equipment at the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT

2.1 The Site. The Site consists of that certain parcel of property, located in the City of El Paso, the County of El Paso, and the State of Texas, which is described in Exhibit A hereto.

2.2 License to Install, Operate and Maintain the Equipment. Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved Site Engineering Application and Tower Level Drawing

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attached hereto as **Exhibit B** and as shown in the Site Plan attached hereto as **Exhibit C**. Such license is subject to the Site Rules and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**. If Licensee fails to install the total number of permitted antennas and transmission lines as described in **Exhibit B** and **Exhibit C** within one hundred eighty (180) days of commencement of its initial installation of Equipment, the right to install any such antennas and lines not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such Equipment after such one hundred eighty (180) day period.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment.

2.4 Conditions Precedent to Installation of Equipment or Modification. Notwithstanding anything to the contrary herein, the parties agree that Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease to allow Licensor to license the Licensed Space to Licensee; (ii) a Site Engineering Application has been approved by Licensor; (iii) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study (if any) have been paid; (iv) Licensee has received all required permits (if any) for its installation of, or Modification to, the Equipment and all required regulatory or governmental approvals of Licensee's proposed use of the Site, and Licensor has received, reviewed, and accepted copies of such required permits (if any) and such required regulatory or governmental approvals; and (v) Licensor has received a waiver of any applicable rights of first refusal in and to the space or Licensed Space that Licensee identifies in the Site Engineering Application. With respect to Licensee's initial installation of Equipment at the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days of the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party, unless and until all applicable conditions precedent are thereafter satisfied. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee to confirm said satisfaction. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, then in addition to all other remedies available to Licensor, Licensor shall be entitled to receive, and Licensee shall pay to Licensor, upon notice from Licensor, an administrative fee equal to six (6) times the Basic Payment, if payable monthly, or one-half (1/2) the Basic Payment, if payable annually, based on the amount of the Basic Payment at the time of said notice.

2.5 Performance of Work. Licensee shall engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, and to remove Licensee's Equipment from the Site pursuant to this Article 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), and such Work shall otherwise be performed upon other terms mutually agreed upon by the parties in writing. Prior to Crown Castle's performance of any such Work, Licensor shall cause Crown Castle to provide to Licensee written documentation that sets forth the breakdown of the actual cost(s) of the subject Work and the fifteen percent (15%) mark-up.

2.6 Closeout Documentation. Licensor shall provide to Licensee all Closeout Documentation within forty-five (45) days of completion of the Work.

3. ACCESS, USE OF SITE

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, on

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a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensors shall have no duty to remove snow or otherwise maintain the access area.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower without ensuring that such person works for a vendor approved by Licensors for the subject work.

3.3 Notice to District Manager. Licensee agrees to provide Licensors's designated District Manager (or other designated person) prior notice of any access to be made by Licensee to the Site, except in the event of an emergency, in which event Licensee shall provide notice within twenty-four (24) hours following such emergency access. For the purposes hereof, an emergency shall be deemed to be a situation that reasonably appears to present an imminent risk of bodily injury or property damage.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

3.5 Permits, Authorizations and Licenses. Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensors.

3.6 Zoning Approval. Licensee must provide Licensors with copies of any zoning application or amendment that Licensee submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Site, at least seventy-two (72) hours prior to submission to the applicable zoning authority. Licensors reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment and/or (ii) require revisions to any such zoning application or amendment. Licensors also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensors shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Licensee agrees that any Modification, or change in use of the Licensed Space, as approved herein, requires an amendment hereto which may entitle Licensors to additional compensation. Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 Utilities. Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as allocated by Licensors.

4. TERM

4.1 Term of Agreement. The term of this Agreement shall commence on the Term Commencement Date and continue for a period of Five (5) year(s), ending on the day immediately prior to the Fifth (5th) anniversary of the Term Commencement Date at twelve o'clock (12:00 p.m.) EST (the "Term"). The parties further acknowledge and agree that, prior to the Term Commencement Date, Licensors occupied the Site pursuant to the Expired Agreement as such term is defined in Section 24, *infra*.

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4.2 **Term Renewal.** The Term of this Agreement shall automatically extend for five (5) renewal periods of five (5) years unless Licensee provides written notice to Licensor of its election not to renew the Term, at least ninety (90) days prior to the end of the then-current Term.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if Licensor's rights in the Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Licensor retains its interest under said Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** Licensee shall pay to Licensor One Thousand Forty-Three and 34/100 Dollars (\$1,043.34) per month (the "Basic Payment") for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Term Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Pinnacle Towers LLC, PO Box 409250 Atlanta, GA 30384-9250. Licensee shall include the JDE Business Unit No. 872560 on or with each payment. Licensee shall also make any payments required to be made by a user of the Site to the lessor or landlord under the Prime Lease, attached hereto as Exhibit D.

5.2 **Adjustments to Basic Payment.** The Basic Payment shall be increased on the first anniversary of the Term Commencement Date and every anniversary of the Term Commencement Date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. The adjustment to the Basic Payment shall be calculated by the following formula:

The adjusted Basic Payment = Base Fee + (Base Fee × 3%).

"Base Fee" shall mean the then-current Basic Payment.

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same, subject to the extent applicable to the provisions of Texas Government Code Chapter 2251, Payment for Goods and Services.

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity or to Licensor if Licensor is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. Notwithstanding the foregoing, Licensor acknowledges that the Licensee is a tax-exempt entity and not subject to the payment of taxes on personal property it owns and, upon Licensor's request, Licensee shall provide a copy of its tax-exempt certificate to Licensor. If a taxing authority assesses any such taxes and Licensee challenges the applicability thereof, and Licensee obtains from such taxing authority written confirmation that such taxes are not due by reason of this Agreement or Licensee's use of the Site or the Licensed Space, then Licensee shall provide to Licensor a copy of such written confirmation and Licensee shall not be responsible for the payment of such taxes. Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site or against Licensor's improvements thereon. Licensor shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, its Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. Payments to Licensor under this Section

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5.4 are subject to the extent applicable to the provisions of Texas Government Code Chapter 2251, Payment for Goods and Services.

6. INTERFERENCE

6.1 **Interference to Licensee's Operations.** Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

6.2 **Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 **Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 **Intentionally Omitted.**

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee,

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including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensors, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. Intentionally Deleted

11. INSURANCE

11.1 General. Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensors (and Licensors's manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensors (and any primary liability insurance maintained by Licensors's manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located.

11.2 Minimum Limits. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensors) shall obtain the following insurance coverage:

(a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;

(b) commercial general liability covering bodily injury, death and property damage including coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000 plus umbrella liability insurance of \$5,000,000;

(c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$500,000 per occurrence ; and

(d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

11.3 Increases to and Application of Limits. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. If Licensee carries insurance with limits higher than the minimum limits required by this Section 11, then such higher limits shall apply as to comply with the limits required by this Section 11. The insurance requirements in this Section 11 shall not be construed to limit or otherwise affect the liability of the Licensee.

11.4 Policies and Certificates. All policies required to be provided pursuant to this Section 11 shall contain a waiver of subrogation in favor of Licensors (and Licensors's manager, as applicable). Licensee shall provide certificates of insurance evidencing said coverage to Licensors upon execution of this Agreement and at least annually as the policies renew. Any failure on the part of Licensors to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall provide copies of said policies upon receipt of written request by Licensors. Licensee agrees to provide notice to Licensors within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

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11.5 **Licensee's Self-Insurance.** Notwithstanding the foregoing, Licensee has represented to Licensor that Licensee provides its own self-insurance for one or more of the types of coverage specified above. Licensor agrees to accept Licensee's program of self-insurance (with respect to Licensee only), provided that if at any time Licensee is no longer self-insured, then Licensee shall acquire and maintain insurance as otherwise set forth herein with respect to the type(s) of coverage for which Licensee is no longer self-insured and provide to Licensor a certificate of insurance evidencing its acquisition of such insurance coverage required herein.

11.6 **Licensor's Insurance.** Licensor shall carry public liability insurance covering its use of the Site. At a minimum, Licensor shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence, or with limits not less than \$1,000,000 per occurrence, provided that Licensor also obtain excess (umbrella) insurance coverage with limits not less than \$1,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and (iv) Fire and extended coverage insurance on all of Licensor's improvements at the Site including all of Licensor's equipment and other personal property at the Site. All insurers will be rated A.M. Best A-(FSC VIII) or better and must be licensed to do business in the jurisdiction where the Site is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of Licensor. Licensor shall provide certificates evidencing said coverage to Licensee upon execution hereof and thereafter upon request.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, Licensor shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site shall be taken under the power of eminent domain Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Either of the following shall constitute an event of default hereunder: (i) Licensee's failure to either pay any amount due hereunder within ten (10) days of written notice from Licensor that said payment is delinquent; or (ii) either party's failure to cure any breach of any covenant of such party (not related to timeliness of payments) herein within thirty (30) days of written notice the non-breaching party of said breach; provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the event of default by Licensee, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term and Licensor shall have the right to accelerate and collect said payments. All delinquent amounts shall bear interest at the maximum

Prepared by: R. James
Prepared on: September 5, 2019

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

amount permitted by law pursuant to Texas Government Code Chapter 2251. Except as otherwise provided in this Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor if it will house batteries or fuel tanks at the Site. The use of any other hazardous chemicals at the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals at the Site.

15. GOVERNING LAW, VENUE

The laws of the state where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by arbitration or litigation in said state.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Any such assignment shall be evidenced by a form provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

17. NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: City of El Paso
300 N. Campbell
El Paso, TX 79901
Telephone Number: (915) 541-4882

As to Licensor: Pinnacle Towers LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000
Facsimile Number: (724) 416-2353

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE AGREEMENT

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease. A redacted copy of the Prime Lease is attached as Exhibit D hereto. Licensee agrees to be bound by and to

Prepared by: R. James
Prepared on: September 5, 2019

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
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perform all of the duties and responsibilities required of the lessee, grantee or licensee as set forth in the Prime Lease to the extent they are applicable to the access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Approval or Permit. In the event any previously approved zoning or other permit of a Government Entity affecting the use of the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

19.2 Termination of Prime Lease. In the event that the Prime Lease terminates for any reason, this Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

19.3 Termination Due to Non-Appropriation of Funds. If the annual appropriation of funds for Licensee's payment of Basic Payments due under this Agreement ceases, then (i) this Agreement shall automatically terminate as of the expiration of the then-current fiscal year (the "Termination Date"), (ii) Licensee shall promptly notify Licensor in writing of such non-appropriation at least thirty (30) days prior to the Termination Date, (iii) Licensee shall not be obligated to make any Basic Payments beyond the Termination Date (i.e., beyond the end of the fiscal year for which funds have been appropriated), provided that Licensee shall remove any and all of its Equipment from the Site, and deliver possession of the Licensed Space to Licensor, on or prior to the Termination Date, and (iv) Licensee shall pay Licensor for those services performed under this Agreement through and including the Termination Date.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that except to the extent required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement to any of its lenders or creditors or to third parties that are existing or potential lessees or licensees of space at the Site as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the tower for the purposes of structural analysis. Notwithstanding the foregoing, Licensor acknowledges that Licensee is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). Licensee will maintain the confidentiality of the terms of this Agreement to the extent permitted by law and agrees that, as required by the Act, it will notify Licensor if a request relating to the disclosure of the terms of this Agreement is received. Licensor understands that if any such disclosure request is made, that Licensee may disclose the terms of this Agreement to the requesting party pursuant and subject to the Act, and that Licensor may assert its own proprietary interest as a basis for nondisclosure.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar

Prepared by: R. James
Prepared on: September 5, 2019

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
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as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 Non-Disturbance. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 Liability of Parties. Licensee and Licensors agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensors had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensors or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

23. REPLACEMENT OF EXPIRED AGREEMENT; TOTAL AMOUNT DUE UNDER EXPIRED AGREEMENT

Licensors and Licensee were parties to that certain Government Entity Tower License Agreement dated February 8, 2013, Licensors License Agreement No. 333407, as amended and/or modified (the "Expired Agreement"), whereby Licensors originally granted Licensee a license to install, operate, and maintain equipment at the Site. Licensors and Licensee agree that the Expired Agreement expired as of January 28, 2018. Notwithstanding anything to the contrary in the Expired Agreement, the parties acknowledge and agree that Licensee was in holdover status under the Expired Agreement from January 29, 2018 to the day that is one day prior to the Term Commencement Date as such term is defined in this Agreement. Effective as of the Effective Date, this Agreement shall be deemed to have replaced and superseded the Expired Agreement and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

Licensors and Licensee further acknowledge and agree that, as of the Effective Date, Licensee owes Licensors a total of Thirteen Thousand Five Hundred Sixty Three and 42/100 Dollars (\$13,563.42) for unpaid license fees due under the Expired Agreement (the "Total Amount Due"). Within sixty (60) days of the Effective Date, Licensee shall pay the Total Amount Due to Licensors.

[Remainder of Page Intentionally Left Blank]

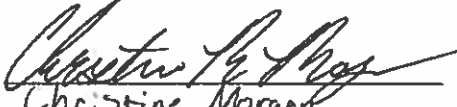
Prepared by: R. James
Prepared on: September 5, 2019

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Licensors
Pinnacle Towers LLC,
a Delaware limited liability company

By: 
Print Name: Christine Morgan
Title: Manager, Contract Development
Area: Central

Date: 9/13/2019

Licensee
City of El Paso,
a local government entity in Texas

By: _____
Print Name: _____
Title: _____

Date: _____

Prepared by: R. James
Prepared on: September 5, 2019

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

EXHIBIT A to Government Entity Tower License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

(See Attached)

Prepared by: R. James
Prepared on: September 5, 2019

An area contained within the following parent parcel:

Being the description of a Parcel of Land consisting of a portion of E.D. Strong survey 221 and of E.D. Strong Survey 222, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the 5/8" Rebar found for the Northwest corner of Lot 3, Block 7, Rosemont Replat, City of El Paso, El Paso County, Texas; THENCE North 87°18'09" west a distance of 1736.79 feet to the 1 1/2" Iron Pipe set for the most Northeast corner of the property being described, said corner lies in the westerly line of Eli Nations Survey 271, El Paso County, Texas;

THENCE South 34°00'00" East along the westerly line of Eli Nations Survey 271 a distance of 488.17 feet to a set 1 1/2" Iron Pin;

THENCE South 14°30'00" East continuing along said westerly line of Eli Nations Survey 271 a distance of 467.94 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 635.52 feet to a set 1 1/2" Iron Pipe;

THENCE Due South a distance of 410.00 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 660.00 feet to a set 1 1/2" Iron Pipe;

THENCE South 41°11'05" West a distance of 550.11 feet to a point in the line common to E.D. Strong Survey 221 and 222, from which point a witness post bears North 31°45'00" East a distance of 4.75 feet;

THENCE South 00°05'00" West along the easterly line of E.D. Strong Survey 221 a distance of 1431.11 feet to the point for the southeast corner of E.D. Strong Survey 221, from which point a 1 1/2" Iron Pipe set as a witness post bears North 89°28'00" West a distance of 200.00 feet;

THENCE North 89°29'00" West along the southerly line of E.D. Strong Survey 221, a distance of 2286.29 feet to a set 1 1/2" Iron Pipe, said point bears south 66°05'12" East a distance of 6139.34 feet from an El Paso Electric Company monument found in the easterly line of a 75 foot wide E.P.E.C. easement running along the westerly line of E.D. Strong Survey 217 and said monument lies in the line common to E.D. Strong Survey 217 and C.M. Newman Survey 219, El Paso County, Texas;

THENCE Due North along the westerly line of E.D. Strong Survey 221 a distance of 3091.58 feet to a point;

THENCE Due East a distance of 2290.79 feet to a 1 1/2" Iron Pipe set in the line common to E.D. Strong Surveys 221 and 222;

THENCE Due East a distance of 1265.10 feet to the Point of Beginning of the Parcel of Land being described and containing 203.951 Acres of land more or less;

SAVING and EXCEPTING therefrom an easement for the El Paso Electric Company being more particularly described by metes and bounds as follows:

BEGINNING at the 1 1/2" Iron Pipe set at the southwest corner of E.D. Strong Survey 221 and the

southwest corner of the Parcel of Land being described; THENCE Due North a distance of 108.63 feet to the Point of Beginning of the Easement being described;

THENCE Due North a distance of 151.24 feet in a point;

THENCE South 82°40'00" East a distance of 927.87 feet to a point;

THENCE South 89°28'00" East a distance of 219.65 feet to a point;

THENCE North 65°29'00" East a distance of 938.09 feet to a point;

THENCE North 80°15'00" East a distance of 297.93 feet to a point on the easterly line of E.D. Strong Survey 221 and on the boundary line of the Parcel of Land being described;

THENCE South 00°05'00" East along said easterly line a distance of 152.24 feet to a point;

THENCE South 80°15'00" West a distance of 252.46 to a point;

THENCE South 65°29'00" West a distance of 952.00 feet to a point on the southerly line of E.D. Strong Survey 221;

THENCE North 89°28'00" West along said southerly line a distance of 261.90 feet to a point;

THENCE North 82°40'00" West a distance of 917.48 feet to the Point of Beginning of the Easement being described and containing 8.209 Acres of land more or less;

LEAVING a net of 195.742 Acres of land more or less for the Parcel of Land being described.

An existing right of way through the following parent parcel, extending from the nearest public right of way identified as McKinley Avenue:

Being the description of a Parcel of Land consisting of a portion of E.D. Strong survey 221 and of E.D. Strong Survey 222, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the 5/8" Rebar found for the Northwest corner of Lot 3, Block 7, Rosemont Replat, City of El Paso, El Paso County, Texas; THENCE North 87°18'09" west a distance of 1736.79 feet to the 1 1/2" Iron Pipe set for the most Northeast corner of the property being described, said corner lies in the westerly line of Eli Nations Survey 271, El Paso County, Texas;

THENCE South 34°00'00" East along the westerly line of Eli Nations Survey 271 a distance of 488.17 feet to a set 1 1/2" Iron Pin;

THENCE South 14°30'00" East continuing along said westerly line of Eli Nations Survey 271 a distance of 467.94 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 635.52 feet to a set 1 1/2" Iron Pipe;

THENCE Due South a distance of 410.00 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 660.00 feet to a set 1 1/2" Iron Pipe;

THENCE South 41°11'05" West a distance of 550.11 feet to a point in the line common to E.D. Strong Survey 221 and 222, from which point a witness post bears North 31°45'00" East a distance of 4.75 feet;

THENCE South 00°05'00" West along the easterly line of E.D. Strong Survey 221 a distance of 1431.11 feet to the point for the southeast corner of E.D. Strong Survey 221, from which point a 1 1/2" Iron Pipe set as a witness post bears North 89°28'00" West a distance of 200.00 feet;

THENCE North 89°29'00" West along the southerly line of E.D. Strong Survey 221, a distance of 2286.29 feet to a set 1 1/2" Iron Pipe, said point bears south 66°05'12" East a distance of 6139.34 feet from an El Paso Electric Company monument found in the easterly line of a 75 foot wide E.P.E.C. easement running along the westerly line of E.D. Strong Survey 217 and said monument lies in the line common to E.D. Strong Survey 217 and C.M. Newman Survey 219, El Paso County, Texas;

THENCE Due North along the westerly line of E.D. Strong Survey 221 a distance of 3091.58 feet to a point;

THENCE Due East a distance of 2290.79 feet to a 1 1/2" Iron Pipe set in the line common to E.D. Strong Surveys 221 and 222;

THENCE Due East a distance of 1265.10 feet to the Point of Beginning of the Parcel of Land being described and containing 203.951 Acres of land more or less;

SAVING and EXCEPTING therefrom an easement for the El Paso Electric Company being more particularly described by metes and bounds as follows:

BEGINNING at the 1 1/2" Iron Pipe set at the southwest corner of E.D. Strong Survey 221 and the

southwest corner of the Parcel of Land being described; THENCE Due North a distance of 108.63 feet to the Point of Beginning of the Easement being described;

THENCE Due North a distance of 151.24 feet in a point;

THENCE South 82°40'00" East a distance of 927.87 feet to a point;

THENCE South 89°28'00" East a distance of 219.65 feet to a point;

THENCE North 65°29'00" East a distance of 938.09 feet to a point;

THENCE North 80°15'00" East a distance of 297.93 feet to a point on the easterly line of E.D. Strong Survey 221 and on the boundary line of the Parcel of Land being described;

THENCE South 00°05'00" East along said easterly line a distance of 152.24 feet to a point;

THENCE South 80°15'00" West a distance of 252.46 to a point;

THENCE South 65°29'00" West a distance of 952.00 feet to a point on the southerly line of E.D. Strong Survey 221;

THENCE North 89°28'00" West along said southerly line a distance of 261.90 feet to a point;

THENCE North 82°40'00" West a distance of 917.48 feet to the Point of Beginning of the Easement being described and containing 8.209 Acres of land more or less;

LEAVING a net of 195.742 Acres of land more or less for the Parcel of Land being described.

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

EXHIBIT B to Government Entity Tower License Agreement

APPROVED SITE ENGINEERING APPLICATION AND TOWER LEVEL DRAWING

(See Attached)

Prepared by: R. James
Prepared on: September 5, 2019

15



Order Information

OLICASSG

462444 Megan Williams Oct 29 2018 543503 1

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

872560 A 340 0 El Paso (Ranger Peak)
PHX El Paso
31° 48' 18.88" -106° 29' 0.75" SELF SUPPORT 1 Ranger Peak
EL PASO, TX 79930

Order Parameters

El Paso TX, City of License Agreement No License Only

--

Customer

City of El Paso 822042 218 N CAMPBELL
DEPARTMENT OF
INFORMATION TECHNOLOGY
EL PASO, TX 79912

City of El Paso 822042

Ranger Peak -- -- --

--

--

Contacts

Michael Plum PlumMW@elpasotexas.gov

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

192 200 2 2 0 0 SINCLAIR / SC481-L 194.00 2.50 2.50 29.00

Tower Mounted Equipment

There are currently no TMEs for this order.

Feedlines

192	0	1	1	0	0 ANDREW / LDF5-50A	7/8	1.03
192	200	3	3	0	0 ANDREW / LDF5-50A	7/8	1.03

Frequencies

Digital	300 00	856 225 - 867.875MHZ
Analog	300 00	858 250 - 858.250MHZ

All Receive frequencies are approved.

Cabinets

0

Lease Areas

Lease Area 19'7"x3'4" (65.28sq. ft.) - Installed
There are currently no associations for this Lease Area.

Lease Area 1'0"x1'2" (1.17sq. ft.) - Installed
There are currently no associations for this Lease Area.

Lease Area 1'11"x2'2" (4.15sq. ft.) - Installed
There are currently no associations for this Lease Area.

Power

Yes 120/240 Single Phase 125

Yes

VRLA 180T 17 SLA

Equipment

Order autopopulated from LMP(Installed Config)

Antennas

SINCLAIR / SC481-L	200	0 T-ARM MOUNT	Upright	Installed
SINCLAIR / SC481-L	200	130 T-ARM MOUNT	Upright	Installed

Tower Mounted Equipment

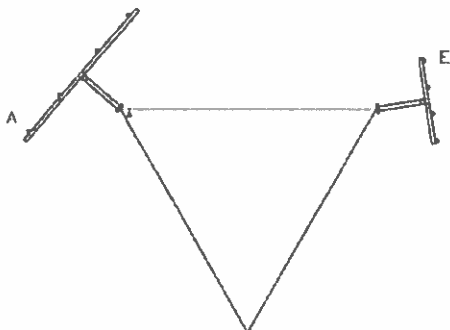
There are currently no TMEs for this order.

Feedlines

COAX	ANDREW / LDF5-50A	7/8	0	50 No	Installed
COAX	ANDREW / LDF5-50A	7/8	200	250 No	Installed
COAX	ANDREW / LDF5-50A	7/8	200	250 No	Installed
COAX	ANDREW / LDF5-50A	7/8	200	250 No	Installed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR 22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number

without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCIV" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.



OPERATING LEGAL ENTITY: CITY OF EL PASO

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-01-2001 BY 60322 UCBAW

LEVEL DRAWING MOUNTA 601-1

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08 JAN 1976

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1. ELIZABETH HALL
61 PARK TX 94704
92 PARK TX 94704
12

192 FT INSTALLED L

© 2004 Blackwell Publishing Ltd

AI-192

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

EXHIBIT C to Government Entity Tower License Agreement

**SITE PLAN; LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER INSTALLATION AT THE SITE**

(See Attached)

Prepared by: R. James
Prepared on: September 5, 2019

Customer Site Name: Ranger Peak
Customer Site Number: N/A

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 681771

EXHIBIT D to Government Entity Tower License Agreement

PRIME LEASE AGREEMENT

(See Attached)

Prepared by: R. James
Prepared on: September 5, 2019

Delaware

PAGE 1

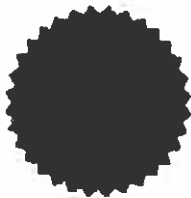
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "PINNACLE TOWERS INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PINNACLE TOWERS INC." TO "PINNACLE TOWERS LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2004, AT 10:08 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2499194 8100V

040254820



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3039098

DATE: 04-07-04

**CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY
OF
PINNACLE TOWERS INC.
TO
PINNACLE TOWERS LLC**

This Certificate of Conversion to Limited Liability Company, dated as of April 7, 2004, is being duly executed and filed by Pinnacle Towers Inc., a Delaware corporation (the "Company"), and Stephen W. Crawford, as an authorized person of Pinnacle Towers LLC, a Delaware limited liability company (the "LLC"), to convert the Company to the LLC, under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, *et seq.*) (the "GCL").

1. The Company's name when it was originally incorporated was Pinnacle Towers Inc. and immediately prior to the filing of this Certificate of Conversion to Limited Liability Company the Company's name was Pinnacle Towers Inc.

2. The Company filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated in the State of Delaware on April 17, 1993, and was incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company.

3. The name of the LLC into which the Company shall be converted as set forth in its certificate of formation is Pinnacle Towers LLC.

4. The conversion of the Company to the LLC has been approved in accordance with the provisions of Section 266 of the GCL.

5. The conversion of the Company to the LLC shall be effective upon the filing of this Certificate of Conversion to Limited Liability Company and a certificate of formation with the Secretary of State of the State of Delaware.

6. This Certificate of Conversion shall be effective on April 7, 2004.

NY 1310417-2

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:15 AM 04/07/2004
FILED 10:08 AM 04/07/2004
BY 040254820 - 24951PM FILE

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Conversion
to Limited Liability Company as of the date first above written.

PINNACLE TOWERS INC.

By: 

Name: Chris S. Cohn
Title: President

PINNACLE TOWERS LLC

By: 

Name: Stephen W. Crawford
Title: Authorized Person of the LLC

[Pinnacle Towers - Certificate of Conversion]

Doc# 20000032989

Pinnacle/CCA
72111/74769
El Paso
Texas

AFTER RECORDING PLEASE RETURN TO:
First American Title Insurance Co.
ATTN: CHERYL RICE
3200 SW Freeway, Suite 3050
Houston, TX 77027
NA#: 29136

1.
ASSIGNMENT OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, THIS ASSIGNMENT OF GROUND LEASE (this "Assignment") is made and entered into to be effective as of the 29 day of December, 1999, from COMCORP OF EL PASO, INC., a Delaware corporation, whose address is 700 St. John's Street, Suite 300, Lafayette, Louisiana 70501 (the "Assignor"), to PINNACLE TOWERS INC., a Delaware corporation, whose address is 1549 Ringling Boulevard, 3rd Floor, Sarasota, Florida 34236 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the lessee's interest under the Lease (hereinafter defined) with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does hereby assume and accept, with respect to all periods of time after the date hereof, all of the rights, title and interest of said Assignor under, in and to the lease and any amendments and related documentation described on Exhibit A attached hereto and made a part hereof (collectively, the "Lease"), said Lease pertaining to the real property located in the state of Texas and more particularly described on Exhibit B attached hereto and made a part hereof.

Assignor hereby confirms its indemnification and hold harmless obligations in favor of Assignee as set forth in that certain Purchase Agreement dated as of even date herewith, executed by Pinnacle Towers Inc., as purchaser, and Comcorp of Lafayette, Inc., Comcorp of El Paso, Inc., Comcorp of Texas, Inc., Comcorp of Louisiana, Inc., Comcorp of Indiana, Inc. and Comcorp of Tyler, Inc. collectively, as the seller (the "Purchase Agreement"), and acknowledges that such obligations shall not merge herewith, but shall survive the execution and delivery of this Assignment and shall remain in full force and effect after the execution and delivery of this Assignment as provided in the Purchase Agreement.

Assignor further acknowledges that Assignor has conveyed to Assignee, pursuant to the Purchase Agreement, the fee interest in the communications tower located on the property described on Exhibit B, together with the other equipment, fixtures and personal property located on said land, excluding, however, the "Excluded Assets" as such term is defined in the Purchase Agreement.

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth in the notary acknowledgement below, to be effective as of the date first set forth above.

COMCORP OF EL PASO, INC.,
a Delaware corporation

By: 

Name: Stephen Mumblow

Title: President


"Assignor"

STATE OF LOUISIANA §
§
PARISH OF ORLEANS §

On this 29 day of December, 1999, before me, a notary public in and for said parish and state, personally appeared Stephen Mumblow, to me personally known, who, being by me duly sworn, did say that that person is the President of COMCORP OF EL PASO, INC., a Delaware corporation, and that the instrument was signed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:
death


Notary Public in and for said parish and state

Vickie M. de Lisle
Printed Name of Notary



EXHIBIT A
to
Assignment of Ground Lease

Description of Lease

A description of the Lease, any amendments and related documents which are the subject of this
Assignment follows this page

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El Paso, Texas

EXHIBIT A

Certain easements retained in Special Warranty Deed with Reservation of Broadcasting Easement, and Reservation of Access Easement dated September 26, 1997, from Tri-State Broadcasting Company, Inc., as grantor, to Texas Parks and Wildlife Department ("Landlord"), as grantee, recorded in Volume 3257, page 1801 of the Real Property Records of El Paso County, Texas, together with certain access and utilization rights granted pursuant to that certain Access and Lease Agreement dated September 26, 1997, between Landlord and ComCorp of El Paso, Inc. ("Tenant"), recorded in Volume 3257, page 1818 of the Real Property Records of El Paso County, Texas, and together with certain rights to construct and maintain a road for access purposes pursuant that certain License and Surface Use Agreement dated August 14, 1997, from Landlord to Tenant's predecessor in interest, recorded in Volume 3257, page 1831 of the Real Property Records of El Paso County, Texas.

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EXHIBIT B
to
Assignment of Ground Lease

Legal Description of Land

A legal description of the land which is the subject of the Lease follows this page

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EXHIBIT B

Being the description of a Parcel of Land consisting of a portion of E.D. Strong survey 221 and of E.D. Strong Survey 222, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the 5/8" Rebar found for the Northwest corner of Lot 3, Block 7, Rosemont Replat, City of El Paso, El Paso County, Texas; THENCE North 87°18'09" west a distance of 1736.79 feet to the 1 1/2" Iron Pipe set for the most Northeast corner of the property being described, said corner lies in the westerly line of Eli Nations Survey 271, El Paso County, Texas;

THENCE South 34°00'00" East along the westerly line of Eli Nations Survey 271 a distance of 488.17 feet to a set 1 1/2" Iron Pin;

THENCE South 14°30'00" East continuing along said westerly line of Eli Nations Survey 271 a distance of 467.94 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 635.52 feet to a set 1 1/2" Iron Pipe;

THENCE Due South a distance of 410.00 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 660.00 feet to a set 1 1/2" Iron Pipe;

THENCE South 41°11'05" West a distance of 550.11 feet to a point in the line common to E.D. Strong Survey 221 and 222, from which point a witness post bears North 31°45'00" East a distance of 4.75 feet;

THENCE South 00°05'00" West along the easterly line of E.D. Strong Survey 221 a distance of 1431.11 feet to the point for the southeast corner of E.D. Strong Survey 221, from which point a 1 1/2" Iron Pipe set as a witness post bears North 89°28'00" West a distance of 200.00 feet;

THENCE North 89°29'00" West along the southerly line of E.D. Strong Survey 221, a distance of 2286.29 feet to a set 1 1/2" Iron Pipe, said point bears south 66°05'12" East a distance of 6139.34 feet from an El Paso Electric Company monument found in the easterly line of a 75 foot wide E.P.E.C. easement running along the westerly line of E.D. Strong Survey 217 and said monument lies in the line common to E.D. Strong Survey 217 and C.M. Newman Survey 219, El Paso County, Texas;

THENCE Due North along the westerly line of E.D. Strong Survey 221 a distance of 3091.58 feet to a point;

THENCE Due East a distance of 2290.79 feet to a 1 1/2" Iron Pipe set in the line common to E.D. Strong Surveys 221 and 222;

THENCE Due East a distance of 1265.10 feet to the Point of Beginning of the Parcel of Land being described and containing 203.951 Acres of land more or less;

SAVING and EXCEPTING therefrom an easement for the El Paso Electric Company being more particularly described by metes and bounds as follows:

BEGINNING at the 1 1/2" Iron Pipe set at the southwest corner of E.D. Strong Survey 221 and the

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126-12 pages

ACCESS AND LEASE AGREEMENT

Owner: Texas Parks and Wildlife Department
Broadcaster: COMCORP OF EL PASO, INC.

THIS ACCESS AND LEASE AGREEMENT (the "Agreement") is made effective the 26th day of September, 1997, between the TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the State of Texas ("Owner"), and COMCORP OF EL PASO, INC., a Delaware corporation ("Broadcaster").

RECITALS

A. Owner owns a tramway system (the "Tramway System") in El Paso, Texas, operating between a base station located on or near McKinley Street, and the top of Ranger Peak of the Franklin Mountains.

The Tramway System consists of certain personal property, equipment and fixtures, and certain real property rights.

The personal property, equipment and fixtures includes: a building located at the base station on or near McKinley Street; the launching platform at the base from which the cable cars are launched; the cable cars and supporting cables; the steel towers at the bottom and top of the system, supporting the cable; the docking platform at the top of Ranger Peak for docking the cable car and unloading passengers; and various related equipment, spare parts, tools, and other personal property relating to those items listed.

The real property includes easement rights necessary to operate the Tramway System, including (i) road easements for access to the base; (ii) parking easements to the parking lot at the base; (iii) "footprint" easements underneath the small building at the base, the launching platform at the base, the steel towers, and the docking platform at the top; and (iv) easements for the elevated cable cars to pass overhead from the base to the top of the system. Said easement rights are set forth in that certain "Grant of a Limited Easement for Operation of Tramway System to Ranger Peak" from TRI-STATE BROADCASTING COMPANY, INC. as grantor, to TRAMWAY, INC. as grantee, dated the 26th day of September, 1997, recorded on the 29th day of September, 1997, under Clerk's Receipt Number 97039161, Real Property Records, El Paso County, Texas, which easement was transferred to Owner by that certain "Tramway Bill of Sale and Assignment" from TRAMWAY, INC. as assignor, to Owner as assignee, dated the 26th day of September, 1997, recorded on the 29th day of September, 1997, under Clerk's Receipt Number 97039163, Real Property Records, El Paso County, Texas.

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C. Broadcaster owns a broadcasting tower, equipment and fixtures, and various related equipment, spare parts, tools, and other personal property relating to its broadcast site, and certain easement rights associated with the broadcasting tower (the "Broadcast Tower Site") in El Paso, Texas, on the top of the Franklin Mountains. Said easement rights are set forth in that certain "Special Warranty Deed, Reservation of Broadcasting Easement, and Reservation of Access Easement," from TRI-STATE BROADCASTING COMPANY, INC. as grantor, to Owner as grantee, dated the 26th day of SEPTEMBER, 1997, recorded on the 25th day of SEPTEMBER, 1997, under Clerk's Receipt Number 97059102, Real Property Records, El Paso County, Texas (the "Special Warranty Deed").

C. In order for Broadcaster to use its Broadcast Tower Site, Broadcaster needs access by means of the Tramway System belonging to Owner.

D. By this Agreement, Owner agrees to provide to Broadcaster, access and use of the Tramway System, in order for Broadcaster to have access to its Broadcast Tower Site.

E. Owner also owns the Ranger Peak Broadcast Equipment Building, as defined in the Special Warranty Deed. By this Agreement, Owner leases two interior rooms and certain other rights in this building to Broadcaster.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, and in consideration of the following covenants, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties,

THE PARTIES AGREE AS FOLLOWS:

I. TRAMWAY SYSTEM ACCESS PROVISIONS:

1. ACCESS AND UTILIZATION.

1.1. In General. During the term of this Agreement, and pursuant to the terms and conditions of this Agreement, Owner shall provide access to the Tramway System to Broadcaster, for business use by Broadcaster, its agents, employees, lessees, licensees, permittees, or other parties designated in writing by Broadcaster.

1.2. Absolute and Paramount Utilization and Access. Notwithstanding any other provisions in this Agreement to the contrary, Broadcaster shall have an absolute and paramount right to utilization of the Tramway System. Any request or necessity for access to the Tramway System by Broadcaster shall be superior to, and take precedence over, any other users of the Tramway System whatsoever.

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2. COMPENSATION AND OTHER CONSIDERATION.

REDACTED

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3. MAINTENANCE AND RESPONSIBILITY. During the term of this Agreement, Owner, at Owner's expense:

- (i) shall maintain and repair the Tramway System as required in order to keep the Tramway System in good order, condition, and repair;

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- (ii) shall pay any and all capital costs required for replacement of any capital equipment for the Tramway System (including but not limited to structural components of the Tramway System, cable cars, cable, and motors), regardless of the anticipated useful life of the replacement equipment;
- (iii) shall pay for the maintenance and repair costs of the road providing access to the Tramway System (including paving or paving repair, and including any requirements imposed by the City of El Paso);
- (iv) shall pay for any ad valorem or property taxes imposed on the Tramway System (whether real or personal), if any, and
- (v) shall pay any other costs whatsoever required for operation of the Tramway System.

Owner shall maintain all equipment in the Tramway System in accordance with all applicable federal, state and local governmental regulations and industry standards and in a manner that does not conflict with, endanger, threaten, or adversely affect the business, operations or equipment of Broadcaster or any licensees, permittees, or any other users designated by Broadcaster.

4. USE RULES AND LIMITATIONS.

4.1. Safety. Owner shall be obligated to adopt safety rules and regulations regarding operation of the Tramway System, and Broadcaster's access to the Tramway System shall be at all times subject to (i) such safety rules and regulations as Owner may establish from time to time, and (ii) such reasonable usage rules and regulations as Owner may establish from time to time. Broadcaster, its employees, agents, lessees, licensees and permittees, shall at all times adhere to the reasonable Tramway System usage and safety rules, guidelines and instructions established by Owner from time to time. Owner shall solely be responsible for safety rules and regulations.

Owner, as owner and operator of the Tramway System, may prohibit use of the Tramway System at any time and from time to time in the event of any actual or threatened act, omission, failure, or breach which may cause or is likely or threatening to cause imminent danger or risk to persons or property, such events to include by way of example, but not limitation, adverse weather conditions and mechanical failure.

4.2. Business Use Only Under This Agreement. Broadcaster's use of the Tramway System under this Agreement shall be for business use only.

4.3. Nonexclusive Use. During the term of this Agreement, the right of use of the Tramway System by Broadcaster under this Agreement is not exclusive. Owner may allow access to the Tramway System to other parties, including the

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general public and tourists, upon such conditions as Owner may determine, provided that any such use by other parties shall be subject to Broadcaster's paramount rights as set forth in paragraph 1.2 of this Agreement. Any fees or charges to the general public made by Owner shall belong to Owner, and Broadcaster shall have no claim to such revenue.

4.4. Time of Day. To the extent feasible, Broadcaster shall use the Tramway System during the normal working hours of the tramway operator engaged or employed by Owner to operate the Tramway System. If Broadcaster needs to use the Tramway System after the normal working hours of the tramway operator, Owner shall make the Tramway System available to Broadcaster at such hours, and Owner shall employ an operator who will be available "on call" or on short notice. Owner shall make the Tramway System and an operator available for emergency use, subject to safety considerations. At Broadcaster's expense, Owner shall if necessary make available a utility tram car for construction purposes. Owner may impose a reasonable additional charge for usage after normal working hours of tramway operations (such charge only intended to compensate the Owner for its actual direct costs of the operator). If Broadcaster requires usage of the entire tramway system during normal hours of operation, for example to haul construction materials or equipment to the top of Ranger Peak, and if such use actually results in lost revenue to Owner, then in such event Owner may impose a reasonable additional charge for such usage, and such charge may compensate Owner for estimated lost revenue and additional direct cost resulting therefrom. Neither Broadcaster nor anyone claiming rights to use the Tramway System through Broadcaster pursuant to this Agreement shall be entitled to use the Tramway System at any time in the absence of a tramway operator expressly and specifically authorized, engaged or employed by Owner. It is expressly understood and agreed that only Owner, its authorized employees or agents shall operate the Tramway System.

II. EQUIPMENT ROOM LEASE PROVISIONS:

5. LEASE. Owner shall lease to Broadcaster, for the rent provided herein in paragraph 2 hereinabove, the use of the following in the Ranger Peak Broadcast Equipment Building: (i) the interior rooms in the top floor and the bottom floor of the two-story building, and (ii) at Broadcaster's sole discretion, the right to mount transmitting devices to the exterior of the building, belonging to third parties to whom Broadcaster shall be permitted to lease or sublease such rights, all revenue derived thereby to belong strictly to Broadcaster (said right subject to Broadcaster's obligation to maintain public use areas within public health standards with respect to RF exposure); provided, however, that when locating such transmitting devices to the exterior of the building, Broadcaster shall use good faith efforts not to block tourists' view from the catwalk around the building. There shall be excluded from this lease, the exterior walkway around the second floor level of said building (for which the

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6. NON-LIABILITY AND INDEMNIFICATION. Owner for itself does hereby waive all claims against Broadcaster (including, by way of example and without limitation, any claims caused by or resulting from the negligence of any Broadcaster affiliate, its respective agents, servants, or employees, which Owner, its successors or assigns, or its invitees or permittees, may have against Broadcaster or any Broadcaster affiliate, its respective agents, successors, assigns, servants, or employees, for loss, theft, or damage to property or for injuries to persons occurring on the Tramway System or on or in the Ranger Peak Broadcast Equipment Building, from any cause whatsoever, except as to any such loss or damage caused by Broadcaster's broadcasting of TV or radio waves over the air. Owner hereby agrees to hold Broadcaster, its respective agents, servants, and employees, exempt and harmless from and on account of any damage or injury to any person, or to the equipment or property of any person, arising from the use of the Tramway System or the Ranger Peak Broadcast Equipment Building, except as to any such loss or damage caused by Broadcaster's broadcasting of TV or radio waves over the air. Neither Broadcaster nor its respective agents, servants, or employees shall be liable to Owner or its invitees or permittees for any damage by or from any act or negligence of Broadcaster or its invitees or permittees, unless such liability shall arise from the gross

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negligence or willful act of Broadcaster, or from Broadcaster's broadcasting of TV or radio waves over the air.

a. Owner and Broadcaster and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered by valid and collectible insurance; and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or for any person for which such party is responsible.

b. Particularly, but not in limitation of the foregoing, all equipment and improvements belonging to Owner, or any licensees, permittees, contractors, agents, or employees of Owner that are on the Tramway System or the Ranger Peak Broadcast Equipment Building shall be there at the risk of Owner, and neither Broadcaster nor its respective agents, servants, or employees shall be liable for: (i) damage to, or theft of, or misappropriation of, such property; (ii) loss of or damage to any property by theft or otherwise, by any means whatsoever; (iii) any injury or damage to persons or property resulting from fire, explosion, electrocution, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Tramway System or the Ranger Peak Broadcast Equipment Building or any improvements thereon; or (iv) any latent defect or other defect in any part of the Tramway System or the Ranger Peak Broadcast Equipment Building.

c. Particularly, but not in limitation of the foregoing, and except with respect to any damages caused by the employees of Owner, all equipment and improvements belonging to Broadcaster, or any licensees, permittees, contractors, agents, or employees of Broadcaster that are on the Tramway System or the Ranger Peak Broadcast Equipment Building shall be there at the risk of Broadcaster, and neither Owner nor its respective agents, servants, or employees shall be liable for: (i) damage to, or theft of, or misappropriation of, such property; (ii) loss of or damage to any property by theft or otherwise, by any means whatsoever; (iii) any injury or damage to persons or property resulting from fire, explosion, electrocution, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Tramway System or the Ranger Peak Broadcast Equipment Building or any improvements thereon; or (iv) any latent defect or other defect in any part of the Ranger Peak Broadcast Equipment Building.

7. TERM OF AGREEMENT.

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7.1. Term. The term of this Agreement shall begin on the effective date as set forth above, and shall be for an initial term of ninety-nine (99) years. Broadcaster shall have the option to renew this Agreement for five (5) addition renewal terms of ninety-nine (99) years each. At any time after a date six months prior to the expiration of the initial term or a renewal term, Owner shall notify Broadcaster of Broadcaster's option to renew the term of this Agreement, and Broadcaster shall have the option to renew the term by the later of (i) one hundred twenty (120) days after Broadcaster's receipt of said notice from Owner, or (ii) one hundred twenty (120) days after expiration of the then current term.

8. DEFAULT & REMEDIES.

a. Owner's Default. Each of the following is an event of default by Owner ("Owner Event of Default"):

- (i) If Owner defaults in the prompt and full performance of any covenant, agreement, or condition of this Agreement and such default shall continue for a period of twenty (20) days after written notice thereof from Broadcaster to Owner; provided that if the nature of the default is such that it cannot reasonably be cured within said twenty (20) day period, there shall be no default if Owner initiates cure within said twenty (20) day period and diligently pursues such cure to completion; and provided further that if the nature of the default is a completed act and is such that it cannot be cured, there shall be no default if Owner promptly takes reasonable steps to insure that such default does not recur;
- (ii) If Owner abandons its duties and responsibilities, in whole or in part, under this Agreement;
- (iii) If Owner ceases to operate the Tramway System and censes to make it available to Broadcaster under this Agreement;
- (iv) If the interest of Owner under this Agreement shall be levied upon under execution or be attacked by a process of law; or
- (v) If, at any time during the term of this Agreement, there shall be filed by or against Owner in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for arrangement or for reorganization or for the appointment of a receiver or trustee of all or a portion of Owner's property, and within thirty (30) days thereafter Owner fails to secure a discharge thereof, or if Owner makes an assignment for the benefit of creditors.

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d. Broadcaster's Remedies. In the case of a Owner Event of Default, Broadcaster for its exclusive remedies shall be entitled:

- (i) In the case of a Owner Event of Default involving a monetary payment, at its option exercised by written notice to Owner, Broadcaster may pursue said monetary claim against Owner in a court action (without terminating or limiting Broadcaster's rights under this Agreement, while said court case is pending);
- (ii) In the case of a Owner Event of Default not involving a monetary payment, at its option exercised by written notice to Owner, Broadcaster may exercise any and all available remedies at law or in equity;
- (iii) In the case of a Owner Event of Default involving temporary cessation of operation of the Tramway System, for any reason, then Broadcaster shall be entitled to control and operate the Tramway System and to exclude the public from use of it; and
- (iv) In the case of a Owner Event of Default involving permanent cessation or abandonment of operation of the Tramway System, for any reason, then Broadcaster shall have the option to purchase ownership of the Tramway System and the Ranger Peak Broadcast Equipment Building for a purchase price of _____ and if said option is exercised, then Broadcaster shall thereafter be entitled to operate the Tramway System and the Ranger Peak Broadcast Equipment Building to the exclusion of the public and for its own uses.

9. ASSIGNMENT.

9.1. By Owner. Owner may not assign its rights or obligations under this Agreement without the prior written consent of Broadcaster, which consent shall be at Broadcaster's sole discretion. Any such assignment without such prior written consent shall be void and shall, at the option of Broadcaster, constitute a default under this Agreement. No assignment of this Agreement by Owner shall serve to release Owner from its obligations, liabilities, or responsibilities under this Agreement.

9.2. By Broadcaster. Broadcaster shall have the right to assign this Agreement, in whole or in part, to any other person or entity, without the need for any consent by Owner. In the event of any transfer, assignment, or conveyance by Broadcaster of any rights or interest in this Agreement, the same shall operate to release Broadcaster from any future liability upon any of the covenants or conditions, express or implied, contained in this Agreement, and in such event, Owner agrees to look solely to the successor-in-interest of Broadcaster in and to this

COPY

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Agreement for fulfillment of the duties and responsibilities otherwise had by Broadcaster under this Agreement. Subject to the remaining provisions of this Agreement, this Agreement shall not be affected by any such transfer or conveyance by Broadcaster, and Owner agrees to attorn to any purchaser, transferee, or assignee from Broadcaster.

10. MISCELLANEOUS.

10.1. Attorneys' Fees. In the event of any litigation between Owner and Broadcaster to enforce any provisions of this Agreement or any right of either party hereto, the unsuccessful party of such litigation shall pay to the successful party all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred therein.

10.2. Notice. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon the earlier of: (i) actual delivery; or (ii) whether actually received or not, three (3) days after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at their last known addresses, or at such other addresses as the parties have therefore specified by written notice delivered in accordance herewith.

10.3. Void to Extent Inconsistent With Applicable Law. If any provisions of this Agreement shall be inconsistent with applicable law or regulations (including, by way of example and without limitation, laws and regulations of the FCC and/or FAA), with the licensing (including, by way of example and without limitation, FCC licensing) associated with the paramount broadcast uses described above, such provisions of this Agreement shall be void ab initio.

10.4. Applicable Law. This Agreement shall be governed by, and construed pursuant to, the laws of the State of Texas.

10.5. Supersedes Prior Agreement: Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement supersedes any and all other agreements and communications, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement and contains all of the covenants, representations, warranties and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, warranties, covenants, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, representation, warranty or covenant not contained in this Agreement shall be binding or valid.

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10.6. Amendments. No amendment to this Agreement shall be effective between the parties unless such amendment is in writing and signed by both of the parties hereto.

10.7. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. The titles and subtitles to Sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

10.8. Successors and Assigns. The terms, conditions, covenants, and agreements as contained in this Agreement shall apply to, shall run in favor of, shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective representatives, successors and (where permitted by this Agreement) assigns.

10.9. Further Assurances. Owner and Broadcaster shall each be obligated to give such assurances, execute such further documents, or do such other things as may reasonably be required to implement the terms of this Agreement.

10.9. Observatory Name. Owner and Broadcaster both agree that the Ranger Peak Broadcast Equipment Building shall henceforth be known as the "Karl O. Wyler, Sr. Observatory".

EXECUTED the date first set forth above and effective as herein provided.

TEXAS PARKS AND WILDLIFE DEPARTMENT.
("Owner")

By: Andrew Sansom
Andrew Sansom, Executive Director -

COMCORP OF EL PASO, INC. ("Broadcaster")

By: J. Wayne Blue
Its: President

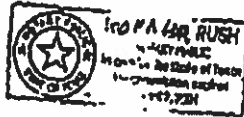
1997 3257 1829

STATE OF TEXAS

COUNTY OF EL PASO

The above instrument was acknowledged before me on the 22ND day of September, 1997, by D. WAYNE EL MOORE PRESIDENT of COMCORP OF EL PASO, INC., a Delaware corporation, on behalf of said corporation.

Notary's Official Seal:



Irma Lar Rush
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:
Lawyer's Title of El Paso
Attn: Ron Rush
301 Yandell
El Paso, Texas 79902

PREPARED IN THE LAW OFFICE OF:
Scott & Hulse, P.C.
Texas Commerce Bank Building
210 East Main, 11th Floor
El Paso, Texas 79801
Attn: G. Russell Hill, Esq.

1997 3257 1830

Doc# 97059164
Pages: 12
Date: 09-29-1997
Time: 03:12:27 P.M.
Filed & Recorded in
Official Records
of EL PASO County, TX.
RECORDED BY: J. ENRIQUEZ, JR.
SECURITY CLERK
REC. 1 31.00

Not a Notary Public. Notary Public Seal Required.
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SEP 29 1997



EL PASO COUNTY, TEXAS

AFTER RECORDING
RETURN TO:

Laura Kurlander, Esq.
Mink & Snyder
3060 Peachtree Road
Suite 1100
Atlanta, Georgia 30305

END OF
INSTRUMENT