

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

DEPARTMENT: Information Technology Services

AGENDA DATE: October 15, 2019

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME

AND PHONE NUMBER: Araceli Guerra – Interim Director
Information Technology Services, (915)212-1401

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 Council authorizes the City Manager to sign a Communications Site Lease Agreement between the City of El Paso and the Department of Public Safety of the State of Texas ("DPS") for the lease space on the City's communication tower located at 2600 Darrington Rd., known as the Clint Site, for DPS to install radio communication equipment needed to enhance the interoperable communications capabilities and reduce public safety communication gaps, for a term of five (5) years and two (2) options to extend the term for five-year periods each, which may be exercised administratively by the City Manager or Designee; and that the increased public safety communication that results from this lease is sufficient consideration for the lease of City property.

BACKGROUND / DISCUSSION:

This interlocal agreement will allow Texas Department of Public Safety to install P25 radio equipment and antennas at the Clint Radio Transmission Site. The equipment will benefit Public Safety agencies throughout City of El Paso and County of El Paso providing expanded radio coverage and connectivity.

PRIOR COUNCIL ACTION:

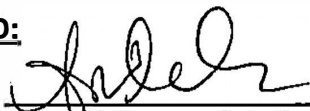
None

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



Araceli Guerra, Interim Director Information Technology Services

RESOLUTION

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

That the City Council authorizes the City Manager to sign a Communications Site Lease Agreement between the City of El Paso and the Department of Public Safety of the State of Texas ("DPS") for the lease space on the City's communication tower located at 2600 Darrington Rd., known as the Clint Site, for DPS to install radio communication equipment needed to enhance the interoperable communications capabilities and reduce public safety communication gaps, for a term of five (5) years and two (2) options to extend the term for five-year periods each, which may be exercised administratively by the City Manager or Designee; and that the increased public safety communication that results from this lease is sufficient consideration for the lease of City property.

ADOPTED THIS _____ DAY OF _____ 2019.

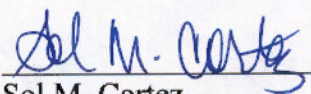
CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

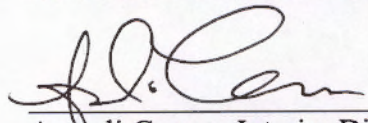
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Araceli Guerra, Interim Director
Information Technology Department

COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement (Agreement) is entered into on the date of execution by the last signatory to the Agreement, by and between the **CITY OF EL PASO** (City or Lessor), a home rule municipal corporation having an address at 300 N. Campbell, El Paso, Texas 79901, and the **DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS** (DPS or Lessee), an agency of the State of Texas having an address at 5805 North Lamar Boulevard, Austin, Texas 78752, collectively known as "the Parties."

BACKGROUND

The City owns and maintains a communication tower and facility on the real property located at 2600 Darrington Rd., El Paso, Texas 79928 known as Clint Site, commonly known as "Property" and further described as Exhibit "A" to this Agreement.

Lessee desires to lease space on the communication tower and facility to install radio communication equipment needed to enhance the interoperable communications capabilities of the City and the Lessee and reduce public safety communication gaps.

The Parties agree that this Agreement will further benefit the City and the Lessee by improving and enhancing the public safety communications of the City and the surrounding areas and that this benefit is sufficient and proper consideration.

AUTHORITY

The City and the Lessee are authorized to enter into this Agreement under the Interlocal Cooperation Act, Tex. Gov't Code Chapter 791.001 et seq., (the Act). Lessee is further authorized to enter into this Agreement under Chapter 411, Tex. Gov't Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. SITE.

This Agreement is for the lease of existing facility and tower space for antenna and shelter space on a radio communications tower, including any wires and other equipment necessary to carry out the DPS operation of its equipment on a radio communications tower (Tower Equipment), described in this Agreement as Exhibits "C" and "C-1", on the Clint Site located at 2600 Darrington Rd. in El Paso, El Paso County, Texas, Latitude: 31-36-07 N, Longitude: 106-10-47 W, (Site) together with ingress and egress rights providing access to this Site. The Tower Equipment will be installed and maintained by and at the expense of the Lessee. This Site is further described as:

5.2893 acre parcel lying in the southwest 1/4 of Section 16, Block 78, Township 4, T&P Railroad Surveys, El Paso, County, Texas, and also being lying in that parcel recorded in book 1210, page 1858, El Paso County Clerks Records. The metes and bounds are further described and incorporated into this Agreement as Exhibit "B".

2. CONDITIONS PRECEDENT TO INSTALLATION OF EQUIPMENT.

The Parties agree that Lessee's right to install the Tower Equipment will not commence until the following conditions are satisfied:

- (a) Lessee has obtained and maintained all federal, state, and local licenses, permits, and approvals enabling Lessee to install the Tower Equipment at its expense. Lessee agrees and understands that it is Lessee's responsibility to abide by all federal, state, and local rules and regulations pertaining to the operation of the Site and of Lessee's Tower Equipment; including those pertaining to the

installation, maintenance, height, location, use, operation, and removal of its Tower Equipment, antenna systems, and other alterations or improvements authorized in this Agreement. Lessee represents that Lessee has obtained the necessary licenses and permits required to use this Site, or that Lessee will obtain said licenses or permits, at Lessee's expense, prior to any such use.

- (b) Lessee completed the scope of work related to the reinforcement of the Clint Tower at Lessee's expense.
- (c) Lessor will provide Lessee with a copy of the Antenna Structure Registration provided to the Lessor by the Federal Communications Commission (FCC).

3. ACCESS, USE OF SITE, INTENDED USE.

(a) Access to Site.

City grants to Lessee an unlimited ingress and egress to this Site and Tower Equipment over the designated access area to the Site as described in Exhibit A", on a 24-hour per day, 7 day per week basis for the purposes of maintaining, inspecting, operating, using, replacing, repairing, moving, removing the Tower Equipment (including any radio tower, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) and for complying with any reasonable request for inspection by representatives of the FCC. Lessee will have access only to its Tower Equipment and under no circumstances will Lessee gain access to other equipment located at the Site. City will provide a 24 hour 7 day point of contact.

(b) Authorized Persons; Safety of Personnel.

Lessee's right of access will be limited to authorized employees, contractors or subcontractors of Lessee, or persons under their direct supervision. Lessee will not allow any person to climb a tower without ensuring that such person is certified to do so and able to provide acceptable proof of the certification. Such certification will be provided to City prior to such person climbing the tower.

(c) Courtesy Access Notice.

Lessee understands that Lessee will contact the City's dispatch prior to ingress and egress to the Site. El Paso Regional Communication Center, El Paso Police Department – 915.832.4445, El Paso Fire Department – 915.832.4429.

(d) Lessee's Use of the Site.

Lessee will use the Site to install, operate, maintain and inspect only the Tower Equipment in compliance with FCC rules. Lessee represents that it has independently ascertained that this Site is adequate and proper for Lessee's intended use and has entered into this Agreement based solely upon said independent investigation, and not by any representation by the Lessor.

Lessee understands that Lessor may execute agreements between Lessor and other parties eligible to share this Site, such parties may utilize and share said Site with Lessee. Lessee will not increase the size of its Tower Equipment, add additional equipment or alter the wind load or structural impact of its equipment upon the tower without prior written consent of the City.

(e) Intended Use.

Lessor represents and warrants that the Lessee's intended use of this Site for its Tower Equipment (Intended Use), is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules, or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use, or other encumbrances on this Site which will interfere with or constructively prohibit the Lessee's Intended Use of this Site.

(f) Utilities.

Lessor will be responsible for providing and paying for all electricity at this Site for the benefit of the Lessee and other utilities used by Lessee. Lessee will have the right to use the existing emergency stand-by generator(s) at this Site if available; however, Lessor makes no representations or warranties as to the fitness of such generator(s) for the Lessee's requirements.

(g) **Installation, Maintenance and Repairs.**

Lessee will be responsible for operating, maintaining, and repairing the Tower Equipment installed by Lessee at its sole cost. Lessee will install only the Tower Equipment, (including antenna and transmission line) which is listed in the attached Exhibits "C" and "C-1" and which has been approved by Lessor. The Lessee agrees that the installation will be done in a neat, professional manner and in compliance with all applicable laws and regulations. All costs (including repair of damages caused thereby to Lessee's Tower Equipment) will be the responsibility of the Lessee. Lessee is responsible for any damages caused by Lessee to the tower, Lessee's equipment, and any other users' equipment. Lessee is responsible for any damages caused by Lessee's agents or Lessee's contractors at the Site. If Lessee wants to add any additional Tower Equipment, other than the Lessee's Tower Equipment referenced in this Agreement, Lessee will not install such additional Tower Equipment until the Parties execute an amendment to this Agreement authorizing the additional equipment.

Lessee will properly ground all antenna equipment at the uppermost location of its Tower Equipment on the tower and properly ground its coaxial cable at the base of the tower, or at locations identified by the Lessor. Lessor retains the right to paint all coaxial cables attached to the tower, including Lessee's coaxial cable, as necessary, in order to prevent "black leg."

In the event of the need for installation, maintenance, or repair of the tower, equipment building, or other common facility, Lessor must coordinate such activities in a manner as to minimize any downtime that may be caused to Lessee's operations. Lessee will reduce or shut down the power of its transmitter if necessary at a coordinated time so that such installation, maintenance, or repair may take place.

In the event of the need for maintenance or repair of the Tower Equipment, Lessee must coordinate such activities in a manner as to minimize any downtime that may be caused to Lessor's operations.

4. **TERM.**

Initial Term. The initial term of this Agreement will be five years commencing on the date of execution by the last signatory to the Agreement (Commencement Date) and terminating on the fifth anniversary of the Commencement Date unless otherwise terminated as provided in Section 14, **Termination.**

Option to Renew. This Agreement may be renewed up to two times for periods of five years at the mutual agreement of both Parties. The City may agree to the renewal administratively through the City Manager or Designee.

5. **AMENDMENTS:** No modification or amendment to this Agreement will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this Agreement will be forwarded to the Lessee for prior review and approval. Only the Executive Director of the Department of Public Safety or his/her designee will be authorized to sign changes or amendments.

6. **CONSIDERATION.**

- (a) The Parties agree that the enhanced public safety communication that results from this Agreement is valid and sufficient consideration for the Lessor's use of the Site.
- (b) DPS will retain ownership of and title to all Tower Equipment installed by the Lessee on this Site, even though such equipment may be permanently affixed to the property, and will provide continued support and maintenance of the Tower Equipment at its sole cost and any designated entity or agency that acquires ownership of the P25 VHF Trunking equipment and Microwave Systems. Lessee will have 600 subscribers based on agreement with City and County of El Paso. The number subscribers may increase due to a Special Operation upon providing prior notice to the City.
- (c) Lessor will not be responsible for any damage caused by vandalism, environmental events,

unforeseen incidents, or acts of God. In no event will the Lessor be liable to the Lessee for damage to equipment in Exhibits "C" and "C-1", interruption of service, or termination of Lessee's operations caused by major unintentional incidents or acts of God.

7. COVERAGE AND INTERFERENCE.

- (a) Lessee's Tower Equipment will not cause interference with the operation of any other equipment existing on the Site as of the date of this Lease (Pre-existing Equipment). Lessee's Tower Equipment will comply with all non-interference rules of the FCC. If Lessee is notified in writing that its operation are causing such interference, Lessee will immediately take all necessary steps to determine the cause of and eliminate such interference. Furthermore, the use of the Site will not interfere with the City's existing use of the Property.
- (b) Lessee is notified and understands that this Site will not provide communications 100% of the time and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Lessee prior to the execution of this Agreement, and such failures will not constitute nonperformance or negligence on the part of the Lessor. The Lessor is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God, or other conditions beyond its control. Any such interruption or termination of service will not be considered a breach of this Agreement by Lessor. Lessee, at its own expense, will be totally responsible for any and all maintenance of its Tower Equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes beyond the control of Lessor.
- (c) The Lessor makes no representations concerning the distance at which useable radio signals may be transmitted and received from this Site or location thereof. The Lessee is hereby notified that this Site is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line, and ignition noise, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies.
- (d) The Lessee will be responsible for taking such reasonable steps as may be necessary to prevent any spurious radiation or objectionable interference with the broadcasting or transmission facilities of the Lessor or other users on this Site, if any, caused by the Lessee. The determination of what is reasonable will be within the sole discretion of the Lessee. However, if the Lessee has not taken corrective measures within three business days after the Lessee has been notified that its equipment is causing objectionable interference, then the Lessor may, after notifying the Lessee:
 - A. Disconnect power to the Lessee's Tower Equipment; and
 - B. Require the Lessee to take reasonable corrective action necessary to eliminate such interference or spurious radiation.
- (e) If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to the Lessor, the Lessor may elect to terminate this Agreement by giving the Lessee written notice. For purposes of this Agreement, objectionable interference will be deemed to exist if:
 - A. A determination to that effect is made by an authorized representative of the FCC;
 - B. A condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the FCC at the time in effect;
 - C. There is a material impairment of sound, picture, data, or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other users were transmitting from this Site or had any equipment at this Site; or
 - D. A user is prevented from using or having access to its equipment at reasonable and usual times to an extent which interferes to a material degree with the operation and maintenance thereof,

it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of the new equipment by another user or by repairs to or maintenance of existing equipment of another user will not be considered objectionable interference.

- (f) Nothing contained in this Agreement will be deemed to entitle the Lessee to the exclusive possession of any vertical span of space on this Site, it being the intention of the Parties that the vertical span of space may be used by others at the direction of the Lessor, provided no objectionable interference is caused to the Lessee's radio transmission activity. The Lessor will retain the right to accommodate other transmitters or receivers at this Site, and in that connection it is understood and agreed that the Lessor will retain the right at any time during the term of this Agreement to locate the antenna or other equipment of other users within the same vertical space on this Site as the Lessee may occupy, including the right to require the multiplexing or the transmission of other user(s), provided no objectionable interference is caused to the Lessee's transmission activities thereby, and provided further that the Lessee is not put to any cost in connection therewith.
- (g) If appropriate to maintain the safe or efficient operation of this Site, the Lessee will participate in any transmitter and receiver combining and multicoupling systems operating from one or more antennas installed by the Lessor.

8. RELOCATION OF EQUIPMENT BY CITY

The City will have the right to change the location of the Tower Equipment upon 365 days written notice to Lessee, provided that said change does not, when complete, materially alter the signal pattern of the Tower Equipment existing prior to the change. Any such relocation will be performed at each party's expense and with reasonably minimal disruption to Lessee's for their own equipment and operations and will be evidence by an amendment to this Agreement. Lessee will relocate its own equipment with reasonably minimal disruption to City's operation.

9. TAXES. Lessor understands that Lessee is a tax exempt entity.

10. INSURANCE. Lessee acknowledges that the City is self-insured for purposes of covering the Property and improvements.

Consistent with the policies of the state, Lessee does not acquire commercial general liability insurance for torts committed by its employees who are acting within the scope of their employment. The Texas Tort Claims Act provides "that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...." Liability of the state government under these provisions is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

11. ASSIGNMENT. A Party may not assign or transfer any interest in this Agreement without providing 60 day written notice to the other Party and must be approved by both Parties by an amendment to the Agreement.

12. CITY'S REPRESENTATIONS AND WARRANTIES.

(a) Title. City represents and warrants that: (a) it has full right, power, and authority to execute this Agreement; (b) it has full and marketable fee simple title to the Site, Property, and any easements free and clear of any liens and encumbrances; and (c) this Site may be leased without the need for any subdivision or platting approval. Lessee will have no right, title, or interest in the Site except the non-exclusive use as expressly set forth in this Agreement

(b) Quiet Enjoyment. The City covenants that Lessee will have quiet enjoyment of the Site during the term of this Agreement regarding actions of the City and represents that it has obtained all

necessary approvals and consents, and has taken all necessary action, to enable the City to enter into this Agreement.

13. **NOTICES.** Any notice required or permitted under this Agreement will be directed to the respective Parties at the addresses shown below and will be deemed received: (1) when delivered by hand and a receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile or confirmed email:

If to the Lessor:

City of El Paso: City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, TX 79901

If to the Lessee:

Department of Public Safety of the State of Texas
5805 N. Lamar Blvd., Building A
Austin, Texas 78752
Attn: Ashley Lindholm, Procurement & Contract Services
Telephone: (512) 424-5272
Email: Ashley.Lindholm@dps.texas.gov

With a copy to:

Department of Public Safety of the State of Texas
5805 N. Lamar Blvd., Building G Annex
Austin, Texas 78752
MSC-0259
Attn: Technical Assistance Unit - Public Safety Communications Service
Telephone: (512) 424-7134
Email: DPSTEchnical.assistance@dps.texas.gov

Either of the parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address or individual and the date upon which it will become effective.

14. **TERMINATION.** This Agreement may be terminated in any of the following circumstances.

- (a) **Default and Opportunity to Cure.** If either Party fails to carry out or comply with any of the requirements of this Agreement, this Agreement may be terminated. The default must be cured within 60 days of receipt of written notice of default. The termination of this Agreement, under any circumstances will not affect or relieve either Party from any obligation or liability that may have been incurred under this Agreement, whether such claims are for compensation, for anticipated profits, or for any other reason. Such termination by either Party will not limit any other right or remedy available at law or in equity.
- (b) **Termination of the Lessor's Rights to This Site.** In the event that any state, local, or federal government agency causes this Site or its location to become unavailable, or the Lessor's ground lease, if applicable, is terminated for any reason, the Lessor will have the right to either (1) terminate this Agreement without liability to the Lessee or (2) subject to the Lessee's approval, make another similar site or location available under the same terms, in which event the change of site and location will not affect the obligation(s) of the Lessee.

The Lessor must notify the Lessee within ten calendar days of listing for sale the real property on which this Site is located. The Lessor must ensure the property listing discloses that the

Lessee is leasing a part of the real property listed for sale.

This section will survive the termination or expiration of this Agreement.

- (c) Convenience. This Agreement may be terminated, without penalty, by either Party without further liability for any reason or no reason at all, provided that Party delivers 30 days prior written notice of termination to the other Party. Such termination by either Party will not limit any other right or remedy available at law or equity. Lessee will have a minimum of 120 calendar days, from written notice by Lessor, to remove its Tower Equipment at Lessee's owns expense.
- (d) Removal of Equipment Upon Termination. Lessee will remove all of its Tower Equipment at Lessee's sole risk and expense, within a reasonable amount of time, not to exceed 120 calendar days after termination of this Agreement. Lessee will remove any debris associated with the removal of its Tower Equipment. If DPS does not remove its Tower Equipment within 120 calendar days after termination of this Agreement, the City can notify DPS's Director, or designee, and request removal of the Tower Equipment.

15. MISCELLANEOUS.

- (a) Effect of Invalidity. If any provision of the Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement (or the application of such provision to persons other than those as to whom it is held invalid or unenforceable) will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- (b) Use of Hazardous Material: Lessee's Obligation. Lessee will not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Site in any manner prohibited by law.
- (c) Choice of Law. This Agreement will be governed under the domestic laws of the State of Texas. The venue will be in Travis County, Austin, Texas.
- (d) Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the Parties understand that both are subject to and will comply with the Texas Public Information Act (Chapter 552, Tex. Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- (e) In accordance with 13 Tex. Admin. Code § 6.94(a)(9), upon DPS's request, Lessor will provide copies of its most recent business continuity and disaster recovery plans.
- (f) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement.
- (g) Authority. Each individual signing this Agreement has full authority to do so.

The Parties have entered into this Agreement effective on the date of the last Party to sign.


(Signatures begin on next page)

CITY:
City of El Paso

By: Tomás González, City Manager

Date:

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Araceli Guerra, Interim Director
Information Technology Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

On _____, 2019, before me, _____ Notary Public, personally appeared **Tomás González** as **City Manager** of the City of El Paso personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

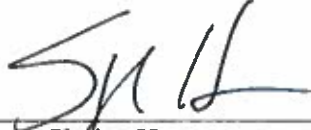
Notary Public in and for the State of _____

My commission expires:

(Signatures continue on next page)

CITY CLERK DEPT
2019 OCT 11 PM4:20

LESSEE:
Department of Public Safety of the State of Texas



By: Skylor Hearn
Deputy Director, Law Enforcement Services

10/10/19

Date:



EXHIBIT A
City of El Paso
(CC11-200-341) 2600 Darrington Rd.

09823

300642

Special Warranty Deed No. 7180

THIS INDENTURE made and entered into this 25th day of JUNE, 1981, by and between MAURICE MEYER, JR., of the County of New York, State of New York, GEORGE C. FRASER, III, of the County of Taylor, State of Texas, and GEORGE A. WILSON, of the County of Dallas, State of Texas, acting as the duly elected Trustees of Texas Pacific Land Trust, herein called Grantors, and

THE CITY OF EL PASO

of the County of El Paso, State of Texas, Grantee,

WITNESSETH, that said Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration,

to them in hand paid by said Grantee, the receipt of which is hereby acknowledged, and subject to the reservation and exception hereinafter expressed, have granted, bargained and sold, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said THE CITY OF EL PASO, and to

its heirs, successors and assigns forever, all that certain tract or parcel of land, in which land The Texas and Pacific Railway Company is the original grantee, situated in the County of El Paso, State of Texas, known and described as follows, to-wit:

Northwest Quarter (NW/4) Section 25, Township 4, Block 78, **RAILWAY COMPANY SURVEYS**
Abstract No. 2090, Certificate No. 6879, State Patent No. **TEXAS AND PACIFIC/**
447, Volume 97 and the Southwest Quarter (SW/4) Section 16,
Township 4, Block 78/containing 320 acres, more or less.
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS
(This is a sale in gross and not by the acre.)

1210-1858

BUT IT IS EXPRESSLY STIPULATED that this conveyance is made subject to previous mineral conveyances and oil and gas leases of record and the Grantors expressly retain and reserve to themselves all oil and gas and mineral interests of whatever nature in and under said land not previously conveyed by deed, assignment or mineral lease.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging to the said Grantee, and to its ~~successors~~ successors and assigns forever, and we do bind ourselves, and our successors and assigns forever to warrant and forever defend all and singular, the said premises to the said Grantee, and to its ~~successors~~ successors and assigns, against every person lawfully claiming, or to claim the same by, through, or under the Grantors, but not otherwise.

The effective date of this conveyance shall be the 1st day of September, 1981.

IN WITNESS WHEREOF, we have hereunto set our hands.

69823

FILED FOR REC'D
IN ALBUQUERQUE

'81 OCT 8 PM 4:03

DEPT.
COUNTY OF EL PASO
I hereby certify that this instrument was filed
here and time stamped hereon by me and
is recorded in the volume and page of the
Public Records of El Paso County, El Paso
Texas.

OCT 8 1981

CLERK, El Paso County

Mauricio Meyer, Jr.

George C. Fraser, III

George A. Wilson

Trustees of Texas Pacific Land Trust

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York, County of New York, on this day personally appeared Mauricio Meyer, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of July, 1981.

Helen Christine Jost
Notary Public in and for New York County, New York

HELEN CHRISTINE JOST
Notary Public, State of New York
No. 31-68/6930
Qualified in New York County
Commission Expires March 30, 1982

STATE OF TEXAS
COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, County of Taylor, on this day personally appeared George C. Fraser, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of July, 1981.

Patricia Thompson
Notary Public in and for Taylor County, Texas

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, County of Dallas, on this day personally appeared George A. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of July, 1981.

Patricia Fabra
Notary Public in and for Dallas County, Texas

CATHY FOLSIAR
Notary Public for Texas
My Commission expires November 3, 1983

Return to: USLIFE Title Company
250 Thunderbird Drive, Suite 4
El Paso, Texas 79912

1216-1859

EXHIBIT B

PROPERTY DESCRIPTION

CLINT LANDFILL TOWER SITE

Description of a parcel of land being a 5.2893 acre parcel lying in the southwest 1/4 of Section 16, Block 78, Township 4, T&P Railroad Surveys, El Paso County, Texas, and also being lying in that parcel recorded in book 1210, page 1858, El Paso County Clerks Records, and described as follows;

Commencing for reference at a city monument (brass cap in concrete) found at the northwest corner of said parcel recorded in book 1210, page 1858, said monument also marking the southwest corner of Farm View Subdivision (recorded in book 70, page 9, Plat Records of El Paso County), said monument also lying on the west section line of said Section 16, from whence a 1/2" rebar found at the southeast corner of Lot 1, Block 1, of said Farm View Subdivision lies North 89°59'22" East (bearing basis) a distance of 971.38'; Thence, South 36°37'11" East a distance of 216.99' to a 5/8" rebar with cap stamped "5372" set at the northwest corner of this parcel, and being the "Point Of Beginning";

Thence, North 89°59'22" East a distance of 480.00' to a 5/8" rebar with cap stamped "5372" set at the northeast corner of this parcel;

Thence, South 00°00'38" East a distance of 480.00' to a 5/8" rebar with cap stamped "5372" set at the southeast corner of this parcel;

Thence, South 89°59'22" West a distance of 480.00' to a 5/8" rebar with cap stamped "5372" set at the southwest corner of this parcel;

Thence, North 00°00'38" West a distance of 480.00' to the "Point Of Beginning" and containing 230,400 sq. ft. or 5.2893 acres.

Based on a field survey performed under my supervision and dated 01/08/2019



John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

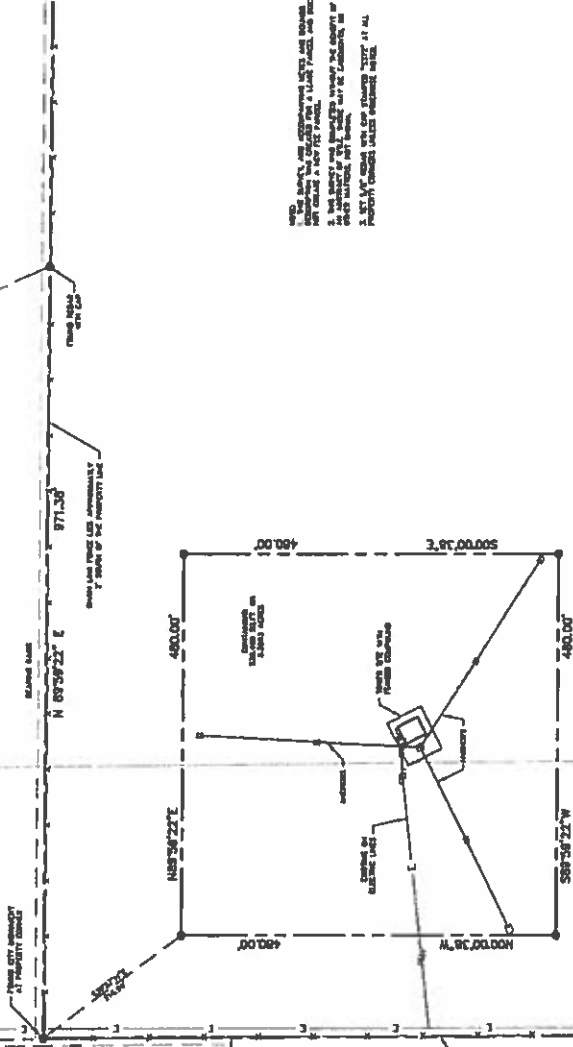
Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPLS FIRM #10001200



BOUNDARY SURVEY

A PARCEL LYING IN SECTION 16, BLOCK 78, TOWNSHIP 4,
TAP RR SURVEYS,
EL PASO COUNTY, TEXAS.

2-1/2"=1' SCALE
2-1/2"=1' SCALE
2-1/2"=1' SCALE



SOUTHWEST 1/4 OF SECTION 16
BLOCK 78, TOWNSHIP 4
TAP RR SURVEYS
ACROSS 1/2 AC. PARCELS
142.278 ACRES

1. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND THE RESULTS WERE CHECKED BY THE SURVEYOR.
2. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND THE RESULTS WERE CHECKED BY THE SURVEYOR.
3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND THE RESULTS WERE CHECKED BY THE SURVEYOR.
4. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND THE RESULTS WERE CHECKED BY THE SURVEYOR.

CERTIFICATION

I, JAMES A. GRIFFIN, SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THE RESULTS THEREOF.

JAMES A. GRIFFIN, SURVEYOR
JAG-17773

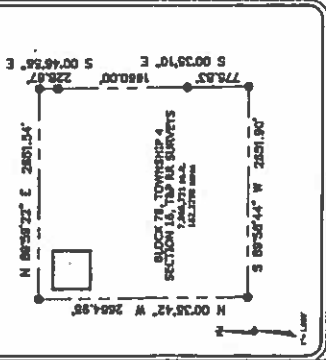
A PARCEL LYING IN SECTION 16, BLOCK 78,
TOWNSHIP 4, TAP RR SURVEYS,
EL PASO COUNTY, TEXAS.

TITLE CO: NONE

DATE OF SURVEY: 01/09/2019 OFFICE ON FILE: JAG, JC
PASO DEL NORTE SURVEYING INC. FAX 915-845-8813
JAMES BRADLEY ROAD, EL PASO, TEXAS 79908
© COPYRIGHT



2019-01-09 10:00:01Z



PARCEL OVERVIEW

LOT 1
LOT 2
LOT 3
LOT 4



EXHIBIT C EQUIPMENT LIST

VHF GTR #1

Quantity	Qty Shipped	APC	Model	Description	SSD	Act. Ship Date
1	1	112	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	2014-06-27	2014-06-24
1	1	112	X530BG	ADD: VHF (136-174 MHZ)	2014-08-14	2014-06-24
1	1	112	X303AE	ADD: QTY (3) GTR 8000 BASE RADIOS	2014-08-14	2014-06-24
3	3	112	X591AE	ENH: ASTRO 25 SITE REPEATER SW	2014-08-14	2014-06-24
2	2	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER	2014-08-14	2014-06-24
2	2	112	CA02219AA	ADD: ASTRO 25 SITE REPEATER SITE CO	2014-08-14	2014-06-24
1	1	112	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	2014-08-14	2014-06-24
1	1	112	CA00916AA	INTERNAL OPTION	2014-08-14	2014-06-24
4	4	112	CA00917AA	INC: LAN CABLE	2014-08-14	2014-06-24
1	1	112	CA00904AA	INC: SUB-PANEL, NETWORK EXPANSI	2014-08-14	2014-06-24
1	1	112	CA01822AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA02687AA	INC: AC DC POWER DISTRIBUTION	2014-08-14	2014-06-24
1	1	112	CA01807AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA01141AA	INC: SITE REPEATER SC SOFTWARE	2014-08-14	2014-06-24
3	3	112	CA00298AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA01060AA	INC: GTR SITE REPEATER SW	2014-08-14	2014-06-24
1	1	112	CA02264AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA01164AA	INTERNAL OPTION	2014-08-14	2014-06-24
3	3	112	CA00290AC	INC: VHF 136-174 TRANCEIVER	2014-08-14	2014-06-24
3	3	112	CA00292AC	INC: VHF 136-174 PA	2014-08-14	2014-06-24
3	3	112	CA00291AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	207	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET P	2014-07-10	2014-06-24
1	1	207	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DS	2014-07-10	2014-06-24
1	1	207	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FO	2014-07-15	2014-06-24
1	1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS	2014-07-10	2014-06-24
1	1	147	SQM01SUM0205	GGM 8000 GATEWAY	2014-07-11	2014-06-24
1	1	147	CA01616AA	ADD: AC POWER	2014-07-11	2014-06-24

VHF GTR #2

Quantity	Qty Shipped	APC	Model	Description	SSD	Act. Ship Date
1	1	112	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	2014-08-14	2014-06-24
1	1	112	X530BG	ADD: VHF (136-174 MHZ)	2014-08-14	2014-06-24
1	1	112	X303AE	ADD: QTY (3) GTR 8000 BASE RADIOS	2014-08-14	2014-06-24
3	3	112	X591AE	ENH: ASTRO 25 SITE REPEATER SW	2014-08-14	2014-06-24
2	2	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER	2014-08-14	2014-06-24
2	2	112	CA02219AA	ADD: ASTRO 25 SITE REPEATER SITE CO	2014-08-14	2014-06-24
1	1	112	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	2014-08-14	2014-06-24
1	1	112	CA00916AA	INTERNAL OPTION	2014-08-14	2014-06-24
4	4	112	CA00917AA	INC: LAN CABLE	2014-08-14	2014-06-24
1	1	112	CA00904AA	INC: SUB-PANEL, NETWORK EXPANSI	2014-08-14	2014-06-24
1	1	112	CA01822AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA02687AA	INC: AC DC POWER DISTRIBUTION	2014-08-14	2014-06-24
1	1	112	CA01807AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA01141AA	INC: SITE REPEATER SC SOFTWARE	2014-08-14	2014-06-24
3	3	112	CA00298AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA01060AA	INC: GTR SITE REPEATER SW	2014-08-14	2014-06-24
1	1	112	CA02264AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	112	CA01164AA	INTERNAL OPTION	2014-08-14	2014-06-24
3	3	112	CA00290AC	INC: VHF 136-174 TRANCEIVER	2014-08-14	2014-06-24
3	3	112	CA00292AC	INC: VHF 136-174 PA	2014-08-14	2014-06-24
3	3	112	CA00291AA	INTERNAL OPTION	2014-08-14	2014-06-24
1	1	207	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET P	2014-07-10	2014-06-24
1	1	207	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DS	2014-07-10	2014-06-24
1	1	207	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FO	2014-07-15	2014-06-24
1	1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS	2014-07-10	2014-06-24
1	1	147	SQM01SUM0205	GGM 8000 GATEWAY	2014-07-11	2014-06-24
1	1	147	CA01616AA	ADD: AC POWER	2014-07-11	2014-06-24

EXHIBIT C-1
Texas Department of Public Safety
Equipment at:

Clint Site El Paso County

1. **FREQUENCIES OF OPERATION:** TRANSMIT: RECEIVE:

2. **FCC CALL LETTERS:** Copy of FCC license to be provided to Lessor if requested.

3. **TRANSMITTER (S):**

RECEIVER (S):

Make: MOTOROLA
Model: GTR 8000 ESS
Dimensions: 20.5 x 23.5 in
Power Output: 60 W
ERP: 38 W
Number: 1

Make: MOTOROLA
Model: GTR 8000 ESS
Dimensions: 20.5 x 23.5 in
Number: 1

4. **ANTENNA (S):**

DISH (ES):

Make: RFI # 1 TX
Model: BA40-41-DIN
Dimensions: 192 INCHES 32 LBS

Make: RADIO WAVES
Model: HP6-6 WITH CNT400
Number: 1

Make: RFI # 2 TX
Model: BA40-41-DIN
Dimensions: 192 INCHES 32 LBS

Make: RADIO WAVES
Model: HP6-6 WITH WAVEGUIDE
Number: 2

Make: RFI # 3 RX
Model: BA40-41-DIN
Dimensions: 248 INCHES 68 LBS

Make: _____
Model: _____
Number: _____

5. **TRANSMISSION LINE (S):**

Make: ANDREW
Model: AVA5-50
Size: 7/8"
Number: 3 TOTAL LINES FOR RFI

Make: HELIAX
Make: E52 WAVEGUIDE FOR DISH 1
Size: E52
Number: 2

Make: CNT
Model: CNT-400
Size: CNT-400
Number: 1

6. **WHICH PARTY IS PROVIDING THE TOWER?**

☒ **SITE OWNER**

☐ **DPS**

7. **WHICH PARTY IS PROVIDING THE EQUIPMENT SHELTER?**

☒ **SITE OWNER**

☐ **DPS**

DPS is required to remove all of DPS's Tower Equipment (including any DPS radio, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) at DPS's sole risk and expense, within a reasonable amount of time, not to exceed 120 calendar days, after the termination of this Agreement. DPS is also required to remove any debris associated with the removal of the Tower Equipment.