



LICENSE AGREEMENT

This AGREEMENT ("License") is entered into by and between T-Mobile West LLC, a Delaware limited liability company ("Licensee") and City of League City ("City"), a municipal corporation, on the date set forth below.

Terms:

1. Definitions: In this License:

- 1.1. *Antenna Facility* means a communications facility consisting of antennae and associated cabling located on the Licensed Premises
- 1.2. *Authorized Personnel* means employees, engineers, technicians or agents of Licensee (or persons or entities under direct supervision thereof) who either: (1) carry an identification badge identifying them as employees or agents of Licensee; or (2) are employees, engineers or technicians acting on Licensee behalf.
- 1.3. *City* means the City of League City, a municipal corporation.
- 1.4. *Effective Date* (of this License) means the date that this License is fully executed.
- 1.5. *License* means the rights granted to and obligations imposed upon Licensee under this Agreement.
- 1.6. *Licensee* means T-Mobile West LLC, a Delaware limited liability company.
- 1.7. *Licensed Premises* means the land consisting of approximately 625 square feet upon which Licensee will maintain its equipment base station and antenna structure and as further described in Exhibit A, attached and incorporated to this License by reference, together with the space on the Water Tower being licensed to Licensee by the City.
- 1.8. *Water Tower* means the City's potable water storage tank located on the Licensed Premises.

2. Grant of License by the City:

- 2.1. The License Premises, as indicated in Exhibit A, are hereby licensed to Licensee as a site for Licensee to erect, construct, operate, maintain, repair, and replace an Antenna Facility.
- 2.2. Licensee will comply with any reasonable rules and regulations that relate to the City's compliance with Federal Aviation Administration (FAA) Laws and regulations.
- 2.3. If Licensee places any item on the Licensed Premises that is not authorized under this License and does not remove such item after 30 days written notice to Licensee, then the City may remove the item without liability to Licensee for damage caused by the City's removal.
- 2.4. Licensee and its Authorized Personnel may access the Licensed Premises for maintenance, repair, replacement, and removal of the Antenna Facility, subject to the following:
 - 2.4.1. The City's reasonable security requirements;

- 2.4.2. Licensee will use its best efforts to contact the City no less than two (2) hours prior to accessing the Licensed Premises;
- 2.4.3. Licensee will conduct its normal maintenance activities on the Licensed Premises during the City's normal business hours; and
- 2.4.4. Licensee will furnish the City with a key or the combination or any lock securing the site of Licensee's equipment, so the City may inspect Licensee's equipment at any time; provided, however, that in no event will the City, its employees, officers, or agents remove, relocate, modify, alter or otherwise tamper with Licensee's equipment.
- 2.5. All Antenna Facility Licensee provides and installs on the Licensed Premises remain the personal property of the Licensee and Licensee may remove the same at any time during or within 90 days after the termination of this License. Licensee will continue to pay the City license fees until Licensee removes its personal property from the Licensed Premises.
- 2.6. Licensee will abide by all federal, state and local rules and regulations in the operation of the Antenna Facility, including acquiring required licenses and permits.
- 2.7. The City's grant to Licensee is a non-exclusive license. The City may use the Licensed Premises or allow any other personnel to use the Licensed Premises, other than Licensee's equipment compound, for any purpose that does not interfere with Licensee's rights granted under this License.
- 2.8. City consents to allow Licensee to complete upgrades and additions of the Antenna Facilities on the Antenna Site for no additional consideration, in compliance with required permits.
- 2.9. Licensee's Antenna Facility shall, at all times, be painted, at Licensee's expense, the same color as the Water Tower.
- 2.10. If Licensee interferes with the City's use of the License Premises or the Water Tower, Licensee agrees to cease all such actions that interfere with the City's use thereof no later than five (5) days after receiving written notice of the interreference from the City.
- 2.11. Upon the City's request, Licensee shall remove or relocate all or part of the Antenna Facility from the License Premises as may be necessary for the City to repair, rehabilitate, replace, relocate, or maintain the Water Tower. The City will schedule regular, non-emergency maintenance, repair, or repainting as far in advance as is reasonably possible and give Licensee at least 180 days advance written notice prior to the maintenance, repair, or repainting to allow Licensee to temporarily remove or relocate one or more of its antennae and equipment. The City will use reasonable efforts to enable Licensee to install and operate a temporary site on the License Premises which is suitable as a temporary site for Licensee until the antenna(e) and equipment affected by the temporary relocation can be reinstalled at the original location. In the case of emergency repairs by the City, the City shall provide Licensee with as much notice as possible so that Licensee will remove its equipment at Licensee's own expense so that the emergency repairs may be completed.
- 2.12. Licensee shall provide the City with an inspection report certifying the structural integrity of the antenna and appurtenances as mounted and noting any deficiencies of the Tower's structural integrity or paint system related to the antenna, cabling or, appurtenances mounted on the Tower after the two-year anniversary of the Effective Date and every two years thereafter. Licensee shall be responsible to reasonably address any deficiencies identified in the inspection report

3. **License Term:** The term of this License shall be for five (5) years commencing on the Effective Date. This License will automatically renew for two successive five (5) year terms as long as Licensee remains in full compliance with all provisions of this License or if Licensee gives written notice to City of its decision not to renew, which notice shall be given and valid only if given at least 90 days prior to the expiration of the Initial Term or the then-applicable Renewal Term or unless this License is terminated in accordance with the terms of this License.
4. **License Fee:**
 - 4.1. Beginning on the Effective Date, the Licensee will pay the City a monthly license fee of Three Thousand Two Hundred and 00/100 Dollars (**\$3,200.00**) ("License Fee") for the use of the Licensed Premises. The monthly License Fee will automatically increase by three percent (3%), effective on each anniversary date of the Effective Date. City and Licensee acknowledge that space at the Licensed Premises was previously leased between City and Licensee under the terms and conditions of that certain PCS Site Agreement dated May 8, 2007, as amended ("Original License"). The Original License expired by its terms on May 7, 2022, and Licensee has continued to operate on a month-to-month basis at the Licensed Premises under the terms of the Original License. City and Licensee acknowledge and agree that the Original License shall terminate effective as of the day prior to the Effective Date of this License ("Termination Date") as if such date were originally stated to be the termination date of the Original License. The termination of the Original License shall be effective without further documentation. Any rent payments received by City pursuant to the Original License for periods following the Termination Date will be applied as a credit against the License Fee due and owing pursuant to this License.
 - 4.2. Licensee will send or tender all License Fee payments to the City at the City's address specified in this License or to any other place as the City may designate upon thirty (30) days advance written notice to Licensee.
 - 4.3. After termination of the License, Licensee will continue to pay to the City a License Fee until all of Licensee's personal property is removed and any damages caused by Licensee to the Water Tower or Licensed Premises is repaired. The level and quality of restoration shall be confirmed by third party tank inspection selected by City at the expense of Licensee. Normal wear and tear is expected.
 - 4.4. If Licensee continues to use the Licensed Premises after the expiration of the term, the License Fee shall be adjusted to equal to two hundred percent (200%) of the previous License Fee amount
5. **Utilities:** Licensee will, at its own expense, contract with a third-party provider for any electric, telephone, telecommunications, or similar utility services, and will be responsive for the installation of any meters or associated equipment needed to serve its Antenna Facility on the Licensed Premises. Licensee will obtain the City's prior approval in writing of the location of any meters, lines, or associated electrical or utility equipment to be located on the Licensed Premises that is not shown on Exhibit A. By approving the location of any third-party meters, lines or associated equipment, the City grants an easement, at no additional cost to Licensee across the Licensed Premises for that purpose.
6. **Insurance:** Licensee shall maintain Commercial General Liability insurance coverage of \$1,000,000 per occurrence throughout the entire term of the License. If at any point during the License, Licensee will enter City property, Licensee shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit. All policies, with the exception of Workers Compensation, must contain a waiver of subrogation against City. Commercial General Liability and Commercial Automobile

Liability policies shall include the City as Additional Insured. Licensee shall pay all insurance deductibles and deductibles must be reasonable for the telecommunication industry. Licensee shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. Certificates of Insurance will be provided to the email address on file.

7. Termination without Default:

- 7.1. Licensee may terminate this License for any reason at any time by giving one hundred eighty (180) days written notice to the City.
- 7.2. The City may terminate this License at any time by giving Licensee at least 180 days prior written notice of termination, if the City decides to abandon, remove, relocate, or discontinue use the Water Tower, or replaces the Water Tower with another Water Tower. If the existing Water Tower is destroyed by fire, tornado, hurricane, flood, wind, or other natural causes, and the City decides not to replace the Water Tower, this License terminates on the date of the destruction and the City may retain any License Fees paid prior to the date of destruction. If the City chooses to replace the Water Tower, the City will notify Licensee of the estimated date of replacement. If Licensee does not terminate the License by giving notice to the City prior to the date the Water Tower is replaced, the License will remain in effect, but the next License Fee payments will be reduced and/or prorated to account for the time the Water Tower was not available for use by Licensee.
- 7.3. Any provision of this License that imposes an obligation upon Licensee that extends beyond the termination of this License, survives the termination of this License.

8. Termination for Default

- 8.1. Either party may terminate this License as provided for in this section if the other party fails to comply with a provision of this License. The party claiming a default by the other party will give written notice specifying the default and what must be done to correct the default. If the party receiving the notice fails to correct the default within 30 days of receiving the notice of default, the other party may terminate this License by providing notice of termination to the other party.
- 8.2. If a claimed default cannot be reasonably cured within 30 days, the other party will not be deemed to be in default if the other party promptly attempts to cure the default upon receiving notice and thereafter cures the default within 60 days from receipt of the notice.
- 8.3. Notwithstanding anything to the contrary in this License, Licensee's cure period for any monetary default will be 30 days after its receipt of written notice of such default from the City.

9. **Relationship to the City:** Licensee is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Licensee shall be responsible for all expenses necessary to carry out the services under this License and shall not be reimbursed by the City for such expenses except as otherwise provided in this License.
10. **Notices:** Any notice given under this License by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear below. Notices delivered personally shall be deemed delivered at the time of actual receipt. Mailed notice shall be deemed delivered three (3) days after mailing.

| | |
|-------|---|
| City: | City of League City |
| | 300 West Walker Street |
| | League City, Texas 77573 |
| | Attn: Executive Director of Development |

Licensee: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ A3D0127C

11. **Warranties and Representations:** Licensee warrants and agrees that Licensee shall perform the services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by the City, Licensee warrants and agrees that Licensee will perform the services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
12. Any charges payable under the License other than monthly License Fee shall be billed by City to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by City.
13. **Licenses/Certifications:** Licensee represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Licensee's performance of the obligations under this License. If Licensee is a business entity, Licensee warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the License and is authorized to execute this License according to its terms on behalf of Licensee.
14. **Performance/Qualifications:** Licensee agrees and represents that Licensee has the personnel, experience, and knowledge necessary to qualify Licensee for the particular duties to be performed under this License. Licensee warrants that all services performed under this License shall be performed consistent with generally prevailing professional or industry standards.
15. **Conflict of Interest:** Licensee warrants, represents, and agrees that Licensee presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Licensee's performance of the services hereunder. Licensee further warrants and affirms that no relationship or affiliation exists between Licensee and the City that could be construed as a conflict of interest with regard to this License.
16. **INDEMNIFICATION: LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF LICENSEE OR ANY AGENT, EMPLOYEE, SUBLICENSEE, OR SUPPLIER OF LICENSEE IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**


17. **Force Majeure:** Neither the City nor Licensee shall be liable for any delay in the performance of this License, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
18. **Intentionally Omitted.**
19. **Compliance with Laws:** Licensee will, at its expense, conduct all operations on the Licensed Premises in compliance with all laws, ordinances, rules, regulations, orders or directives of any government authority, and will not commit or allow to be committed any public or private nuisance thereon.
20. **State Auditor:** Licensee understands that acceptance of funds under the License constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Licensee agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records reasonably requested.
21. **Jurisdiction:** Any disputes under this License shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
22. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this License and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Licensee to attempt to resolve any claim for breach of contract made by Licensee that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Licensee's claim and any counterclaim and negotiate with Licensee in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Licensee, (ii) neither the issuance of this License by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
23. **Payment of Debt/Delinquency to State:** Licensee certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Licensee agrees that any payments owing to Licensee under the License may be applied directly toward any debt or delinquency that Licensee owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
24. **Risk of Loss:** If applicable, all work performed by Licensee pursuant to this License will be at Licensee's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Licensee's responsibility.
25. **Publicity:** Licensee shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this License shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this License are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of this License, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of this License by City nor any other conduct, action or inaction of any City representative relating to this License is a waiver of sovereign immunity by City.
29. **Authority:** Licensee warrants and represents that Licensee has full power and authority to enter into and perform this License and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this License on behalf of City.
30. **Non-Waiver:** No covenant or condition of this License may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Assignability:** Licensee shall have the right to assign, or otherwise transfer the License, upon Licensee's delivery to City of written notice of any assignment or transfer by Licensee. Licensee shall be relieved of all liabilities and obligations and City shall look solely to the assignee, or transferee for performance under the License. Licensee shall have the right to sublease the License without the need for City's consent.
32. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this License Licensee verifies that Licensee: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this License.
33. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Licensee warrants, covenants, and represents that Licensee is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
34. **Entire Agreement:** This License contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this License. This License may not be modified except by mutual written agreement of the parties executed subsequent to this License. It is expressly understood that all rights granted to Licensee under this License are irrevocable until this License expires or sooner terminates as herein provided.

Executed this _____ day of _____, 20___. ("Effective Date") *(date to be filled in by the City Secretary)*

T-MOBILE WEST LLC - "Licensee"



DocuSigned by:
 4/30/2025
935ED204DFAB4B0...
Elisabeth Boyer Sr. Manager, Procurement

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary


Approved as to Form:

Office of the City Attorney


EXHIBIT “A”

LICENSED PREMISES AND ANTENNA FACILITY

(4 PAGES, INCLUDING THIS PAGE)



3801 S. CAPITAL OF TEXAS HWY, STE. 300
AUSTIN, TX 78704




1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500 / FAX: 423-843-9509

T-MOBILE SITE NUMBER:
A3D0127C

5123 1/5 CANDLEWOOD DR
LEAGUE CITY, TX 77573
EXISTING WATER TANK

| REV. | DATE | DRWN. | DESCRIPTION | QL |
|------|------------|-------|--------------------|-----|
| A | 07/14/2020 | MAV | PRELIMINARY REVIEW | BNS |
| B | 10/14/2020 | KAS | PRELIMINARY REVIEW | BNS |
| C | 11/09/2020 | JTY | REVISIONS | BNS |
| D | 12/17/2020 | BNS | REVISIONS | BNS |



Digitally signed by Christopher D Roberts
Date: 2020.12.17 16:05:21 -05'00'

TX FIRM NUMBER 21087
I AM A REGISTERED PROFESSIONAL ENGINEER, EXCEPT WHERE SHOWN OTHERWISE, FOR THE STATE OF TEXAS.

SHEET TITLE:
OVERALL FINAL SITE PLAN

SHEET NUMBER:
C-1.1

REVISION:
1

(E) WATER TANK

(E) GRASS AREA

(E) CONCRETE PARKING

(E) JUNCTION BOX FOR COAX/CABLE INTO THE TANK PEDESTAL

APPROXIMATE PATH OF (E) UNDERGROUND CONDUIT FOR COAX/CABLE ROUTING

NEW T-MOBILE FEEDLINES (2) ±350' HGS 2.0 12/44WG 24 SM FIBER PR

(E) T-MOBILE UTILITY FRAME

(E) T-MOBILE BRIDGE

(E) T-MOBILE EQUIPMENT PAD

(E) GATE, TYP.

(E) GENERATOR

(E) FENCED COMPOUND

(E) CARRIER FENCED COMPOUND

1 SITE PLAN
SCALE: 3/8"=1'-0" (ALL SIZES)
3/16"=1'-0" (1x17)

TMO Signatory Level: L07/SL07
NLG-111612

2 FINAL EQUIPMENT PLAN

SCALE: 1" = 1'-0" (FULL SIZE)
 1/2" = 1'-0" (1 X 17)



