

# **Third Amendment to Tower of the Americas Antenna License Agreement**

(TEGNA d/b/a KENS-TV)

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This Third Amendment to Tower of the Americas Antenna License Agreement (Agreement) is between TEGNA d/b/a KENS-TV (“Licensee”) and the City of San Antonio (“City”), pursuant to the Ordinance Authorizing this Third Amendment.

## **1. Identifying Information**

<b>Licensee:</b>	TEGNA d/b/a KENS-TV
<b>Licensee’s Address:</b>	5400 Fredericksburg Rd. San Antonio, TX 78229
<b>License:</b>	Purpose of operating and maintaining an electronic news gathering relay station and associated equipment at the Tower of the Americas.
<b>Ordinance Authorizing Original License:</b>	2008-12-04-1095
<b>Ordinance Authorizing First Amendment:</b>	2013-12-05-0851
<b>Ordinance Authorizing Second Amendment:</b>	2018-12-06-0967
<b>Ordinance Authorizing Third Amendment:</b>	2023-__-__-____
<b>Expiration of Renewal Term:</b>	December 31, 2028

## **2. Defined Terms**

2.1. All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.

## **3. Renewal**

3.1. The term of the Agreement is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

## **4. Compensation**

4.1. The license fee is to be paid to the City on or before January 1 of each license year based on the following schedule:

License Year	Annual Amount
January 1, 2024 - December 31, 2024	\$40,500.00
January 1, 2025 - December 31, 2025	\$41,715.00
January 1, 2026 - December 31, 2026	\$42,966.45
January 1, 2027 - December 31, 2027	\$44,255.44
January 1, 2028 - December 31, 2028	\$45,583.11

**5. No Default**

5.1. Neither City nor Licensee is in default under the Agreement, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

**6. Same Terms and Conditions**

6.1. This renewal instrument is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of City and Licensee. City and Licensee reaffirm the Agreement as modified by this renewal instrument and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

**7. Public Information**

7.1. Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this instrument waives an otherwise applicable exception to disclosure.

*Intentionally Blank*

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**City**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Licensee**

**TEGNA d/b/a KENS-TV**

By: Tom Cury

Thomas Cury

President and General Manager

Date: October 13th, 2023