

**LICENSE AGREEMENT FOR SMALL CELL FACILITIES ON CITY PROPERTY IN THE ARNESON RIVER
THEATER AREA**

This **License Agreement for Small Cell Facilities on City Property in the Arneson River Theater Area** (the “**Agreement**”) is made between the **City of San Antonio**, a Texas Municipal Corporation, (“**Licensor**” or “**City**”) acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____ 2025 and **Toro Vertical, LLC**, a Delaware limited liability company (“**Licensee**”). The Licensor and Licensee may be referred to collectively as the “**Parties**”.

WHEREAS, the City is a home-rule city under the laws of the State of Texas and the owner of certain real property and infrastructure, as set forth in greater detail herein, located on or around the City of San Antonio Riverwalk area, and is authorized to enter into such agreements as the City deems necessary in conjunction with the management and operations of such real property and infrastructure, including this Agreement; and

WHEREAS, Licensee wants to install and operate antennas and supporting infrastructure on City property to allow wireless providers to propagate their frequencies to provide wireless phone and video service to the surrounding areas, upon the terms and conditions set forth below; and

WHEREAS, the City is willing to accommodate Licensee’s non-exclusive use of City property in accordance with applicable law and the terms and conditions of this Agreement to allow wireless providers to provide better service to residents and visitors.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, Licensor and Licensee agree as follows:

1. DEFINED TERMS.

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“City Property” means any real property, structure, facility, public space, or other infrastructure owned or managed by the City of San Antonio.

“Concealment Element” means any design feature, structure, material, color, texture, or technique intentionally incorporated into a Small Cell Facility or its supporting structure to render the facility visually unobtrusive or to blend it seamlessly with the surrounding environment and architecture. Concealment Elements are integral components designed to make the Small Cell Facilities appear as something other than a wireless communication facility or to disguise, shield, or hide the equipment from public view. This includes, but is not limited to, stealth designs, camouflaging, shrouding of antennas and equipment, integration within existing architectural features, matching paint colors and finishes, and any other measures that minimize the visual impact and ensure aesthetic harmony with the San Antonio Riverwalk’s distinctive character.

“Days” means calendar days unless otherwise specified to mean business days.

“Emergency” means a situation that presents an imminent threat to public health, safety, or welfare, or poses an immediate risk of damage to City property or the Small Cell Facilities, requiring prompt action to prevent or mitigate injury, loss of life, damage to property, or significant disruption of essential services.

“Headend Room” means the space allocated to house the centralized control unit and associated equipment as shown within **Exhibit A**.

“Modification” means any alteration, change, upgrade, expansion, or addition to the Small Cell Facilities or Headend Room that affects the external appearance, dimensions, weight, structural integrity, or technical specifications of the facilities. This includes physical alterations such as changes to the height, width, depth, or overall size; the addition or removal of antennas, equipment cabinets, or other hardware components; and any alterations to the Concealment Elements that impact the visual aesthetics of the facilities. Structural changes affecting the load-bearing capacity, foundation, anchoring systems, or structural integrity of the facilities or their supporting structures are considered Modifications, as are operational changes that alter the electrical, mechanical, or radio frequency emissions characteristics of the equipment, including changes in antenna orientation, tilt, or radiation patterns. Additionally, any modification that alters, removes, or compromises the Concealment Elements designed to blend the facilities with the surrounding environment is included. Modifications do not include Repairs, as defined in this Agreement, or routine maintenance activities that do not alter the external appearance, dimensions, weight, structural integrity, or technical specifications of the facilities.

“Permitted Site” means an identified area of City Property approved for Licensee’s installation of Small Cell Facilities as shown within **Exhibit A**.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines, City property, or other capital improvement project within Licensor's jurisdiction undertaken by or on behalf of Licensor. Public Improvement Project does not include work undertaken for the benefit of a non-governmental entity, even if such work is performed by Licensor.

“Repairs” means any work or maintenance performed by Licensee on the Small Cell Facilities or Headend Room that is necessary to restore, maintain, or preserve the facilities in good and safe operating condition without altering the external appearance, dimensions, weight, or structural integrity of the facilities, and without changing the electrical, mechanical, or radio frequency emissions characteristics of the equipment. Repairs do not include any replacement or addition of equipment that results in a change to the facilities as originally approved, nor do they include any activities that would be considered a Modification under this Agreement.

“Small Cell Facilities” means wireless antennas, wireless support structures, fiber conduits, utility conduits, and all other related equipment, including any equipment within the Headend Room used in the provision of a wireless service as shown in **Exhibit A**. Small Cell Facilities do not include property that has been installed by Licensee and granted to City as consideration for this Agreement, which has thereafter become City Property.

“Sublicensee” means a party who has entered into or may enter into a sublicense agreement with Licensee to use the Small Cell Facilities for the purpose of providing wireless communications services to its subscribers.

“Wireless Carrier” means any entity that is duly licensed by the Federal Communications Commission (FCC) to provide commercial mobile radio services, personal communications services, or other wireless communications services and has entered into or may enter into a sublicense agreement with Licensee to use the Small Cell Facilities for the purpose of providing wireless communications services to its subscribers.

2. GRANT OF LICENSE

2.1 License Grant. Subject to the terms and conditions of this Agreement, the City hereby grants Licensee: (i) the right to install, construct, repair, replace, reconstruct, maintain, upgrade, and remove Small Cell Facilities at the Permitted Sites as set forth in **Exhibit A**; (ii) approximately **fifty (50) square feet** of non-exclusive space at a mutually agreeable location for the Headend Room shown in **Exhibit A**; (iii) the right to install, construct, repair, replace, reconstruct, maintain, upgrade and remove utility and fiber conduit and lines for Licensee’s exclusive use to and from the Permitted Sites as shown in **Exhibit A**; and (iv) the right to allow Wireless Carriers, by way of sublicense, the right to propagate their frequencies from such Small Cell Facilities to provide commercial wireless service to the surrounding areas. The license granted herein to Licensee is revocable only in accordance with the terms and conditions of this Agreement. This Agreement does not grant Licensee the right to install, modify, or operate any facilities that do not strictly conform to the specifications outlined in this Agreement. Licensee must adhere to the plans and specifications set forth in **Exhibit A**, and any deviation from these plans and specifications requires prior written permission from the City. Prior to the initial installation of the Small Cell Facilities, Licensee shall submit final plans to the City for verification that they are consistent with the Exhibits herein and Licensee shall obtain a Certificate of Appropriateness from the Office of Historic Preservation.

2.2 Sublicensing. Licensee shall be liable to Licensor for ensuring that all Sublicensees comply with the terms and conditions of this Agreement. This responsibility extends to all aspects of Sublicensee operations related to the Small Cell Facilities.

- (a) The City reserves the right to review all sublicensing agreements between Licensee and Sublicensees to verify that they comply with the terms of this Agreement. Licensee shall provide copies of sublicensing agreements upon request. City shall agree to reasonable terms of a nondisclosure agreement to maintain confidentiality.
- (b) All sublicensing agreements must explicitly incorporate the relevant terms and conditions of this Agreement.
- (c) Any termination or expiration of this Agreement shall automatically terminate all related sublicenses. Licensee shall include this provision in all sublicensing agreements.
- (d) The City reserves the right to require Licensee to enforce the terms of this Agreement and of any sublicensing agreement in the event of a Sublicensee's material breach or non-compliance.

2.3 No Ownership of City Property. Licensee's use of any City-owned property pursuant to this Agreement is limited to the rights expressly granted herein and does not confer upon Licensee any ownership rights, title, or interests in such property. All City-owned property shall remain the sole and exclusive property of the City. Licensee's rights are limited to those of a licensee, and nothing in this Agreement shall be construed as transferring, conveying, or creating any property rights, easements, or other permanent interests in favor of Licensee.

2.4 Non-Exclusive Rights. This Agreement grants Licensee non-exclusive rights to use specified City Property for Small Cell Facilities. The City retains full authority to grant similar rights to other parties for

Small Cell Facilities or any other facilities in any location, provided such installations do not materially interfere with Licensee's authorized Small Cell Facilities. The City also reserves the right to utilize City Property for any purpose, including leasing or licensing to third parties, subject to the rights granted to Licensee herein. Nothing in this Agreement shall be construed as conferring any exclusive rights or franchise to Licensee with respect to any geographic area within the City or any City Property not expressly covered by this Agreement.

3. TERM

3.1 Initial Term. This Agreement shall commence on the Effective Date and remain in full force and effect for an Initial Term of twenty (20) years. "Effective Date" means the latest date on which this Agreement is fully executed by both Parties.

3.2 Renewal Terms. Licensee may request renewal of the Agreement at least ninety (90) days prior to the expiration of the Initial Term. Licensors may, at its sole discretion, approve a request to renew the Agreement subject to approval of the San Antonio City Council.

4. CHARGES, BILLING AND PAYMENT

4.1 Consideration/Annual License Fee. As consideration for the facilities and power consumption during the Initial Term of this Agreement, Licensee shall provide to Licensors the equipment and services outlined in **Exhibit B**, with a total estimated value of Seventy-Eight Thousand Five Hundred Fifty Dollars (\$78,550). The technical specifications and locations of the equipment and services to be provided as consideration are identified in **Exhibit A**. The Parties agree that this consideration is reasonable and sufficient for the Initial Term. The consideration set forth herein shall become City property upon completion of the installation. In the event that this Agreement is amended to include additional facilities occupying more of the City Property, Licensee shall pay to Licensors an Annual License Fee for such additional occupancy, to be determined and agreed upon in writing at the time of amendment.

4.2 Timing of Payments. Any Annual License Fees for additional facilities shall be determined and become payable upon execution of the amendment adding such facilities.

4.3 Modifications to Annual License Fee Based on Small Cell Facility Changes. If this Agreement is amended to include additional Small Cell Facilities that increase the occupied volume or area on City property, Licensee shall pay an Annual License Fee determined at the time of that amendment.

4.4 Other Requests for Payment to Licensors. Requests for payment to Licensors under this Agreement (other than the payment of the Annual License Fee), if any, shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensors. Properly presented invoices shall be paid by Licensee within thirty (30) Days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensors within one year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensors and shall not be payable by Licensee.

4.5 Payment of Fees. Licensee shall pay Licensors applicable fees in the form of a check made out to the order of the City of San Antonio and sent to the address below or Licensee may make arrangements with Licensors for electronic payment.

City of San Antonio

Financial Services Division
Revenue Collections
P.O. Box 60
San Antonio, TX 78291-0060

5. SMALL CELL FACILITIES MANAGEMENT AND MODIFICATIONS

5.1 Small Cell Facilities Management. At its own expense, Licensee shall install, repair, and maintain the Small Cell Facilities and Headend Room, including their outward appearance, in a safe condition and in good repair in accordance with this Agreement, applicable law, and the plans and specifications detailed in **Exhibit A**. Licensee shall keep the Small Cell Facilities and Headend Room free of anything of a dangerous, noxious or offensive nature or which would create a hazard, nuisance, or source of undue vibration, heat, noise or interference. The City retains the right to inspect the Small Cell Facilities and Headend Room at any time with 24 hours of notice to Licensee or without notice in the event of an Emergency.

5.2 Maintenance and Hazardous Conditions. If City determines, in its reasonable discretion, that i) Licensee's Small Cell Facilities are not maintained in good repair or properly maintained in their outward appearance; ii) are a source of undue vibration, heat, or noise; or iii) Licensee's Small Cell Facilities create a public hazard, nuisance, or endangers the health or safety of City's employees, agents, licensees, or the general public, City shall promptly notify Licensee in writing, detailing the nature and extent of the issue. Upon receipt of such notice, the Licensee shall promptly take reasonable actions to mitigate the issue and shall fully remedy the problem within ten (10) days. If the Licensee demonstrates to the City's satisfaction that it is diligently pursuing a remedy in good faith but cannot complete it within the specified ten (10) days due to circumstances beyond its control or the nature of the issue, the City shall grant a reasonable extension of time, provided that the Licensee continues to mitigate any hazards during the extended period. If Licensee fails to remedy the situation within the specified timeframe, City may, at its discretion, take action to remedy the situation and charge all reasonable costs to Licensee, and/or initiate termination proceedings for this Agreement. In the event of an Emergency, as determined by City in its reasonable discretion, City may take immediate action to remedy the situation without incurring any liability for damages to Licensee, including but not limited to powering down the Small Cell Facilities, and shall make reasonable efforts to notify Licensee of the Emergency as soon as practicable before or after taking such Emergency action. Licensee shall reimburse City for all reasonable costs incurred in addressing the Emergency situation. Licensee's failure to comply with the provisions of this section shall constitute grounds for City to remedy the violation and charge all reasonable costs to Licensee, in addition to any other remedies available to City under this Agreement or applicable law.

5.3 Modifications to Small Cell Facilities. The Parties acknowledge and agree that the San Antonio River Walk and its vicinity is a culturally and architecturally significant design district with a distinctive character that is carefully maintained by the City through various land use regulations and the efforts of various City departments. Licensee acknowledges that Concealment Elements are required by the City in order to minimize the visual impact of the Small Cell Facilities. Accordingly, Licensee must submit proposals for any Modifications to its Small Cell Facilities for Licensor's review and approval, which may be granted or denied at Licensor's sole discretion. Licensee further agrees that the City has sole discretion over the approval of any additional Small Cell Facilities for installation pursuant to this agreement and there is no guarantee that such approvals will be granted pursuant to this Agreement. The San Antonio River Walk is located within the River Improvement Overlay and the Downtown Design District. Therefore, all Modifications to existing elements on site and within the River Improvement Overlay requires a

Certificate of Appropriateness from the Office of Historic Preservation. The Licensee may perform Repairs, as defined in this Agreement, without prior written approval from the City. Any other changes or work that fall outside the scope of Repairs shall be considered a Modification and must be submitted for the City's prior written approval, which may be granted or denied at the City's sole discretion.

5.4 Unauthorized Modifications to Small Cell Facilities. Any Modification of Licensee's Small Cell Facilities without Licensors' prior written approval shall constitute a material breach of this Agreement. The City reserves the right to require Licensee to remove unauthorized Modifications upon thirty (30) days' prior written notice and to reasonably restore the area to its prior condition. If Licensee fails to remove such unauthorized Modifications within the specified period, the City may, at its discretion, remove the unauthorized Modifications without incurring any liability for damages to Licensee. Licensee shall bear all costs associated with the removal of unauthorized Modifications and the restoration of City property, whether performed by Licensee or the City. Work performed prior to the issuance of a Certificate of Appropriateness is subject to a \$500.00 post work application fee, issued by the Office of Historic Preservation.

5.5 Concealment Elements and Review by the Office of Historic Preservation. All Small Cell Facilities and related equipment must seamlessly integrate with the San Antonio Riverwalk's architecture and aesthetics through Concealment Elements, which the Licensee must maintain in good condition at all times. Any change or Modification that would defeat, alter, or compromise the Concealment Elements of the Small Cell Facilities is strictly prohibited without the City's prior written approval and a Certificate of Appropriateness. Prior to implementing any Modification, the Licensee must obtain a Certificate of Appropriateness from the Office of Historic Preservation and written approval from the City, which may be granted or denied at the City's sole discretion. In evaluating any requests for Modifications, the Office of Historic Preservation and the City will apply the City's published aesthetic standards for Small Cell Facilities found in Appendix A Divisions IV and V, and the Historic Design Guidelines. The Office of Historic Preservation may also consider the unique and character-defining aspects of the River Walk in its review.

6. GENERAL LICENSEE OBLIGATIONS.

6.1 No Liens. Licensee will not allow the placement of any lien with respect to any City Property resulting from any work performed by or on behalf of Licensee, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) Days of the lien being recorded on such property.

6.2 Worker Qualifications; Responsibility for Agents and Contractors. Licensee shall ensure that its employees, agents, or contractors that perform work in relation to this Agreement are adequately trained and skilled to perform work in accordance with all applicable industry and governmental standards.

6.3 Ownership of Small Cell Facilities. The Small Cell Facilities installed by Licensee pursuant to this Agreement shall remain the property of Licensee until abandoned or removed. Property granted to City as consideration for this Agreement shall thereafter remain the property of the City.

6.4 Signage. Licensee may not place or allow the placement of any signs, except for those required for temporary Emergency notification and identification or as required by law. After ten (10) days' notice to remove a sign, the City may undertake any activities necessary to abate or remove improper signs without incurring any liability for damages to Licensee. Licensee shall reimburse City all costs incurred by

City in connection with such abatement or removal within thirty (30) days of City presenting Licensee with a statement of such costs.

7. UTILITIES.

Licensee shall be responsible for the installation, construction, maintenance, and payment for electric service in connection with the Small Cell Facilities. The consideration conveyed by Licensee in **Exhibit B** shall cover the estimated electricity costs for the Initial Term. The electricity costs have been calculated by reference to City Code Section 37-22. Under these provisions, the Licensee's Small Cell Facilities are classified within the "Standard Tier," corresponding to a maximum wattage/ampage of 481–1,165 watts / 4.1–10 amps, with an Annual Fee of Eight Hundred Sixty-Four Dollars (\$864.00) per small cell node. If the Licensor, in its reasonable discretion, determines that actual electricity usage is substantially higher than this tier, the Licensor may adjust the Annual Fee to reflect the actual usage and shall correspond to the pricing in City Code Section 37-22 or as may be required by the City Code. Licensee shall submit plans for the installation of utilities for Licensor's written approval. Licensor makes no guarantees regarding the subterranean conditions or locations of existing utilities. Should Licensee require relocation of utilities or obstructions for the installation of Licensee's Small Cell Facilities, the relocations must be performed by licensed contractors at Licensee's sole expense, only after gaining written permission from the owners of the facilities to be relocated.

8. INTERFERENCE AND COMPLIANCE TESTING.

8.1 Interference. City shall not use, nor shall City permit its lessees, licensees, grantees, employees, or agents to use, any portion of City property in any way that interferes with the operations of Licensee. Similarly, Licensee's facilities or operations shall not interfere with City operations or with the use of any portion of the City's property by the City, the public, or by lessees or licensees of the City with rights in any portion of the City property. In the event of interference, the affected Party shall promptly notify the other Party in writing, detailing the nature and extent of the interference. Upon receipt of such notice, the responsible Party shall investigate the issue within five (5) business days and take immediate steps to eliminate the interference. Repeated or unresolved instances of interference shall be considered a material breach of this Agreement.

8.2 Interference with City's Public Safety Radio System. In the event Licensee's Small Cell Facilities interfere with City's public safety radio system, Licensee shall immediately cease operations of the interfering Small Cell Facilities upon receiving notice from the City. Licensee shall submit to the City a written plan detailing the proposed measures to remediate the interference. Licensee shall not reactivate the affected Small Cell Facilities until it receives written approval from the City for its remediation plan. Upon approval, Licensee shall implement the remediation measures and conduct comprehensive testing to ensure the interference has been fully resolved. In the event of an emergency or if Licensee fails to respond promptly, the City reserves the right to take immediate action to protect its public safety radio system from interference without incurring any liability for damages to Licensee, including but not limited to powering down the Small Cell Facilities.

8.3 Temporary Power-Shutdown. Licensor retains the right to require a temporary power-shutdown of any of Licensee's Small Cell Facilities. In non-emergency situations, Licensor's authorized field personnel will contact Licensee's designated point of contact at least five (5) business days in advance to inform Licensee of the required power-shutdown. In the event of an unplanned outage, power cut-off, or Emergency, Licensor may require an immediate power-down with as much advance notice as practicable

under the circumstances. Once the necessary work has been completed and workers have departed the exposure area, power shall be restored, and Licensee shall be informed as soon as possible. While acknowledging the importance of Licensee's Small Cell Facility operations, Licensors will endeavor to limit the frequency and length of power-downs and to facilitate prompt power restoration when feasible. Licensee agrees to comply promptly with all power-down requests from Licensors.

8.4 Radio Frequency Emissions and Compliance Testing. Licensee shall ensure that the operation of the Small Cell Facilities complies with all Federal Communications Commission ("FCC") regulations regarding radio frequency emissions and exposure limitations. Licensee shall use qualified experts to provide Licensors with verification of Licensee's compliance with Federal radio frequency exposure limit rules prior to commercial operation of the Small Cell Facilities and within forty-five (45) days of placing Licensee's Small Cell Facilities into commercial operation. Licensee shall perform additional tests upon any significant change in the equipment. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to Licensors. If such tests show noncompliance with applicable radio frequency radiation exposure limit rules then in effect, then all noncompliant Small Cell Facilities shall be shut down (except for work necessary to bring it into compliance) until subsequent tests show compliance with applicable rules. Prior to Licensee allowing a Sublicensee to propagate frequencies from Small Cell Facilities, Licensors has the right to require Sublicensees to submit proof of compliance with Federal law.

8.5 Radio Frequency Compliance Tests. On an annual basis, Licensors may, at Licensee's expense without mark-up, perform tests as necessary to determine compliance of the Small Cell Facilities with Federal radio frequency radiation exposure limit rules or subsequent Federal rules as from time to time are in effect.

9. RELOCATION, ABANDONMENT AND TERMINATION

9.1 Relocation for Public Improvement Projects. In the event Licensors desires to replace, relocate, modify, demolish, or in any way alter its City property in connection with a Public Improvement Project in a manner likely to cause interference with Licensee's Small Cell Facilities or Headend Room, Licensors shall have the right to cause Licensee to relocate its Small Cell Facilities or the Headend Room subject to the terms and conditions set forth herein; provided, however, Licensors shall use reasonable efforts to fully accommodate Licensee's continuing use of the Small Cell Facilities or the Headend Room without relocation if it is reasonably possible to do so. Licensee assumes all risk and costs of relocation of Small Cell Facilities or the Headend Room by entering into this Agreement. If Licensors's Public Improvement Project requires Licensee to relocate its Small Cell Facilities or Headend Room, Licensors shall have the right to require Licensee to relocate the Small Cell Facilities or Headend Room upon the following terms and conditions: (i) Licensors shall deliver to Licensee a Relocation Notice to relocate the Small Cell Facilities or Headend Room; (ii) Licensors and Licensee shall work together to identify a suitable alternate location that provides substantially similar signal coverage for the Small Cell Facilities as that of the Permitted Site being relocated; (iii) the relocation will be performed exclusively by Licensee and Licensee shall bear all costs for the relocation; (iv) Licensee shall have ninety (90) Days from receipt of the Relocation Notice to relocate the Small Cell Facilities (unless Licensors agrees to a longer time period); (v) Licensee shall repair and restore City property to a similar condition that existed at the time of the installation, reasonable wear and tear excepted; (vi) Licensee may petition the City to operate a temporary wireless support structure (including a Cell-On-Wheels) in compliance with all City code provisions, including Section 35-391; and (vii) the Annual License Fee shall not be proportionately abated, provided that Licensee can

operate such a temporary wireless support structure with the same degree of coverage as the Permitted Site being relocated. Licensee shall not be required to pay any additional fees in connection with any relocation initiated by Licensor, except for any fee required by the City code for the operation of a temporary wireless structure or cell-on-wheels. If in Licensee's judgment no suitable relocation location can be found, then Licensee shall have the right to terminate this Agreement with respect to the applicable Permitted Site upon written notice to Licensor, and without penalty or further obligation, and the Annual License Fee shall thereafter be proportionately reduced. If Licensee fails to remove the Small Cell Facilities within the period required herein, Licensor retains the right to do so at Licensee's expense and with no liability to Licensee for damage to the Small Cell Facilities.

9.2 Abandonment by Licensee. Licensor may deem Small Cell Facilities, or any associated improvements and equipment, abandoned by Licensee if use of the Small Cell Facilities has been discontinued for a continuous period of 18 months. Licensee will be deemed to have abandoned this Agreement with respect to the applicable Permitted Site and the Agreement will terminate with respect to the applicable Permitted Site.

9.3 Termination for Convenience by Licensee. Licensee may terminate this Agreement, in whole or in part, without cause by providing 30 Days' written notice to Licensor. Partial termination may apply to any particular Permitted Site or Sites.

9.4 Default and Remedies. A Party shall be in default if it fails to perform any obligation or condition of this Agreement, or performs any prohibited action, and such failure continues for more than thirty (30) Days after receiving written notice from the non-defaulting Party specifying the alleged breach. Upon the occurrence of a default, the non-defaulting Party may exercise one or more of the following remedies: (a) Terminate this Agreement with respect to the applicable Permitted Site(s); (b) Suspend the defaulting Party's rights or access under this Agreement to the extent reasonably necessary to address the default; (c) Seek specific performance of the defaulting Party's obligations under this Agreement; (d) Pursue any other rights or remedies available at law or in equity, including legal action for damages resulting from the default. The choice of any one or more of these remedies shall not preclude the exercise of any other remedy with respect to the same or any other default. The remedies set forth in this Agreement shall be cumulative and not exclusive.

9.5 Restoration after Expiration, Termination, or Abandonment. Within ninety (90) Days following the expiration, termination, or abandonment of this Agreement for any reason, either in whole or with respect to one or more Permitted Sites, Licensee shall: (a) remove the applicable Small Cell Facilities; and (b) repair and restore City property to a similar condition that existed at the time of the installation, reasonable wear and tear excepted. If Licensee fails to remove the applicable Small Cell Facilities, Licensor retains the right to do so at Licensee's expense and with no liability to Licensee for damage to the Small Cell Facilities. The City shall have the right to inspect and approve the condition of any Licensor-owned property affected by the Small Cell Facilities prior to and after its removal. This restoration requirement may be waived or modified if Licensor provides written permission that Licensee may leave the Small Cell Facilities, associated improvements and equipment, or both in place, for Licensor's future use.

9.6 Continuation of Provisions. The liability, indemnity, and insurance provisions of this Agreement and any security required of Licensee shall continue in full force and effect during the period of removal and until full compliance by Licensee with the terms and conditions of this section.

10. INSURANCE.

10.1 **Certificates of Insurance.** No later than thirty (30) days before the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio Information Technology Services Department ("ITSD").

- The certificate must be clearly labeled "**Small Cell Facilities Installation Arneson River Theater Area**" in the Description of Operations block of the Certificate;
- The certificate must be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Licensor will not accept Memorandum of Insurance or Binders as proof of insurance.
- The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed or emailed, along with copies of all applicable endorsements, directly from the insurer's authorized representative to the Licensor. The Licensor shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by ITSD.
- No officer or employee, other than the City of San Antonio Risk Manager, shall have authority to waive this requirement.
- If the Licensor does not receive copies of insurance endorsement, then by executing this Agreement, Licensee certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

10.2 **Right to Review Coverage.** The Licensor reserves the right to review the insurance requirements of this section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City of San Antonio Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Licensor allow modification whereupon Licensor may incur increased risk.

10.3 **Liability Limits.** Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate.

*f. Damage to property rented by you g. Explosion, Collapse, Underground Property Hazard Liability	*f.) \$300,000
4. Business Automobile Liability a. Owned/Agreement vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Property Insurance – for physical damage to the property of Licensee.	Coverage for a minimum of one hundred percent (100%) of the replacement cost of Licensee’s improvements
*If Applicable	

10.4 **Copies of Insurance Policies, Declaration Page and Endorsements.** The Licensors shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the Licensors, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Licensee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Licensors within ten (10) days of the requested change. Licensee shall pay any costs incurred resulting from said changes.

10.5 **Specific Requirements.** Licensee agrees that with respect to the above-required insurance, all insurance policies must contain or be endorsed to contain the following provisions:

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

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

10.7 Licensors' Remedy for Licensee's Failure to Maintain Insurance Coverage. In addition to any other remedies Licensors may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Licensors shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due, to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.

10.8 No Limitation on Damages. Nothing herein shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractors' performance of the work covered under this Agreement.

10.9 Licensee's Insurance Primary. Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.10 Obligation to Procure Insurance. It is understood that the insurance required is in addition to and separate from any other obligation in this Agreement, and no claim or action by or on behalf of Licensors shall be limited to insurance coverage provided.

10.11 Licensee Responsible for Damages to Self. Licensee and any Subcontractors are responsible for all damage to their own equipment and/or property.

10.12 WAIVER OF CLAIMS AGAINST CITY OF SAN ANTONIO. LICENSEE WAIVES ALL CLAIMS AGAINST THE CITY OF SAN ANTONIO FOR INJURY TO PERSONS OR PROPERTY ON OR ABOUT THE PROPERTY AND PREMISES NOT CAUSED BY CITY'S NEGLIGENCE, INCLUDING, BUT NOT LIMITED TO, THEFT AND VANDALISM CAUSED BY THIRD PARTIES.

11. INDEMNIFICATION

11.1 THE LICENSEE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY OF SAN ANTONIO (AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY), INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND LAWSUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LICENSEE'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE LICENSEE, ANY AGENT, OFFICER, CONTRACTOR, SUBCONTRACTOR, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-CONSULTANTS OF THE LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE

PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW. THE CITY SHALL HAVE THE RIGHT, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE LICENSEE OF ANY OF ITS OBLIGATIONS.

11.2 THE INDEMNITY PROVIDED FOR HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. HOWEVER, IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.

11.3 THE LICENSEE SHALL ADVISE THE CITY IN WRITING WITHIN 5 BUSINESS DAYS OF ANY CLAIM OR DEMAND AGAINST THE CITY RELATED TO OR ARISING OUT OF THE LICENSEE'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE LICENSEE'S COST TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

11.4 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12. [RESERVED]

13. CASUALTY

"Casualty Event" means any sudden, unexpected, or unusual incident resulting in physical damage, destruction, or loss to property, including but not limited to fire, explosion, flood, severe weather, earthquake, vandalism, or other similar occurrences typically covered by property insurance policies. In the event of damage, to any Licensor-owned wireless support structure or other City property on which Small Cell Facilities is installed, due to a Casualty Event that cannot reasonably be expected to be repaired within 45 Days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event can reasonably be expected to disrupt Licensee's operations on the City Property for more than 45 Days, then Licensee may elect from among the following alternatives at any time following such Casualty Event: (i) terminate this Agreement with respect to the applicable Permitted Site upon 15 Days' written notice to Licensor and the Annual License Fee shall be proportionately reduced; (ii) place and operate a temporary facility, if allowed by the City Code and approved by Licensor, at a mutually agreeable location in the vicinity of and reasonably equivalent to Licensee's current use of the Permitted Site until such time as the City Property is restored and the Small Cell Facilities are returned to full on-air operation in the ordinary course of Licensee's business; or (iii) relocate to a suitable Licensor-approved Permitted Site that provides substantially similar signal coverage for the Small Cell Facilities. If Licensee elects to terminate this Agreement with respect to the applicable Permitted Site, notice of termination shall cause this Agreement to terminate with respect to the applicable Permitted Site and the Annual License Fee shall be proportionately reduced. If Licensee does not elect to terminate this Agreement with respect to the applicable Permitted Site, then the Annual License Fee shall be proportionately reduced during the period of repair following such Casualty Event until the date that either the temporary facility is placed and operational as provided in (ii) above, or the Small Cell Facilities is relocated to another permitted site as

provided in (iii) above. However, in no event shall the City issue a refund of any Annual License Fees already paid to the City.

14. MISCELLANEOUS PROVISIONS

14.1 Notices. All notices, requests, and demands contemplated by this Agreement will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the Parties as follows:

If to Licensee: Toro Vertical, LLC 750 Park of Commerce Drive, Suite 200 Boca Raton, FL 33487 Attn: Leasing Department Re: <u>Small Cell Facilities Installation Arneson River Theater Area</u>	If to Licensor: City of San Antonio Information Technology Services Department P.O. Box 839966 San Antonio, TX 78283-3966
With a copy to the [company] Legal Department: Toro Vertical, LLC 750 Park of Commerce Drive, Suite 200 Boca Raton, FL 33487 Attn: Legal Department Re: <u>Small Cell Facilities Installation Arneson River Theater Area</u>	With a copy to the City Attorney's Office: City of San Antonio City Attorney's Office P.O. Box 839966 San Antonio, TX 78283-3966
For Invoices: ainvoices@verticalbridge.com	

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

14.2 Force Majeure. "Event of Force Majeure" means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure. However, such extension shall not exceed a total of sixty (60) days. If the delay resulting from the Event of Force Majeure continues beyond sixty (60) days, the City shall have the right, at its sole discretion, to terminate this Agreement upon written notice to the Licensee and neither Party shall have any further obligation or liability hereunder.

14.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the authorized successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon 30 Days' written notice, either Party may assign this Agreement or its rights or obligations (a) to an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets whether by way of a business reorganization, merger, or alternative structure. "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

14.4 Compliance. Licensee and Licensors agree to comply with all applicable law. Nothing in this Agreement shall relieve Licensee of any obligation to obtain all other regulatory approvals, permits, authorizations or licenses for the installation of the Small Cell Facilities, or offering, or providing of services in connection with the Small Cell Facilities, from the appropriate Federal, State, and local authorities. Such obligations include, but are not limited to, licenses from the FCC to operate wireless transmitters or any permit or other authorization required to: conduct business within the City, use property owned by the City or third parties, or excavate or perform other work in or along the City right-of-way. The Parties acknowledge and agree that the City Property referenced in this Agreement does not constitute a City right-of-way. The applicable authorization for the Project shall be this License Agreement, rather than a permit issued by the City's Public Works Department pursuant to Chapter 284.

14.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Texas without regard to its conflict-of-laws principles, and, where applicable, federal law.

14.6 **VENUE. ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, RESULTING FROM THIS LEASE SHALL BE DETERMINED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.**

14.7 Exhibits. All Exhibits referred to herein or attached hereto are incorporated herein for all purposes. A list of Exhibits to this Agreement is shown below:

Exhibit A	Permitted Sites
Exhibit B	Consideration to City/Licensors

14.8 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

14.9 Survival. The terms and provisions of this Agreement, that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

14.10 **NO WARRANTIES. CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO LICENSEE IN THIS AGREEMENT AND IN ANY OF THE EXHIBITS. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARISING FROM TRADE, CUSTOM, OR USAGE, HAVE BEEN MADE BY CITY TO LICENSEE. LICENSEE SHALL ASSUME ALL RISKS AND LIABILITY ARISING FROM OR**

RELATING TO ALL OF THEIR ACTIVITIES UNDER THIS AGREEMENT. ALL WARRANTIES, OTHER THAN AS SPECIFICALLY SET FORTH, ARE HEREBY RELEASED AND WAIVED BY LICENSEE.

14.11 LIMITATION OF LIABILITY. NEITHER LICENSEE, ANY FUTURE PARTICIPATING CARRIER, NOR THE CITY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT.

14.12 Entire Agreement; Amendments. This Agreement embodies the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced. The City Manager or designee is authorized to execute any future amendments or other documents necessary to effectuate the intent of this Agreement.

14.13 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

14.14 Electronic Signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties.

14.15 Manner of Acceptance by City. Notwithstanding any other provision in this Agreement or any document or statement to the contrary, it is expressly understood and agreed by the Parties that the City shall not be considered to have made an offer, nor shall it be bound by any terms, conditions, statements, warranties, or representations contained in this Agreement or any other document or made by any party, unless and until such Agreement, term, or condition is duly executed and delivered by the actual signature of the City Manager or their duly authorized designee. The signature of the City Manager or their designee, after authorization by the City Council through the passage of an ordinance, is the sole means by which the City can be legally bound to this Agreement. No drafts, proposals, or discussions, in any form, and at any stage of negotiation, shall constitute binding offers or be considered as binding on the City. Furthermore, no employee, agent, or representative of the City, other than the City Manager or their designee, has the authority to bind the City under any circumstances. Any attempt to bind the City without the formal, written authorization and signature of the City Manager or their designated designee shall be null and void ab initio and of no force or effect. This Agreement must be approved as to form by an Assistant City Attorney, as indicated on the signature page.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

LICENSOR/CITY:

LICENSEE

CITY OF SAN ANTONIO

Toro Vertical, LLC

(Signature)

(Signature)

Printed Name:

Printed Name:

Title:

Title:

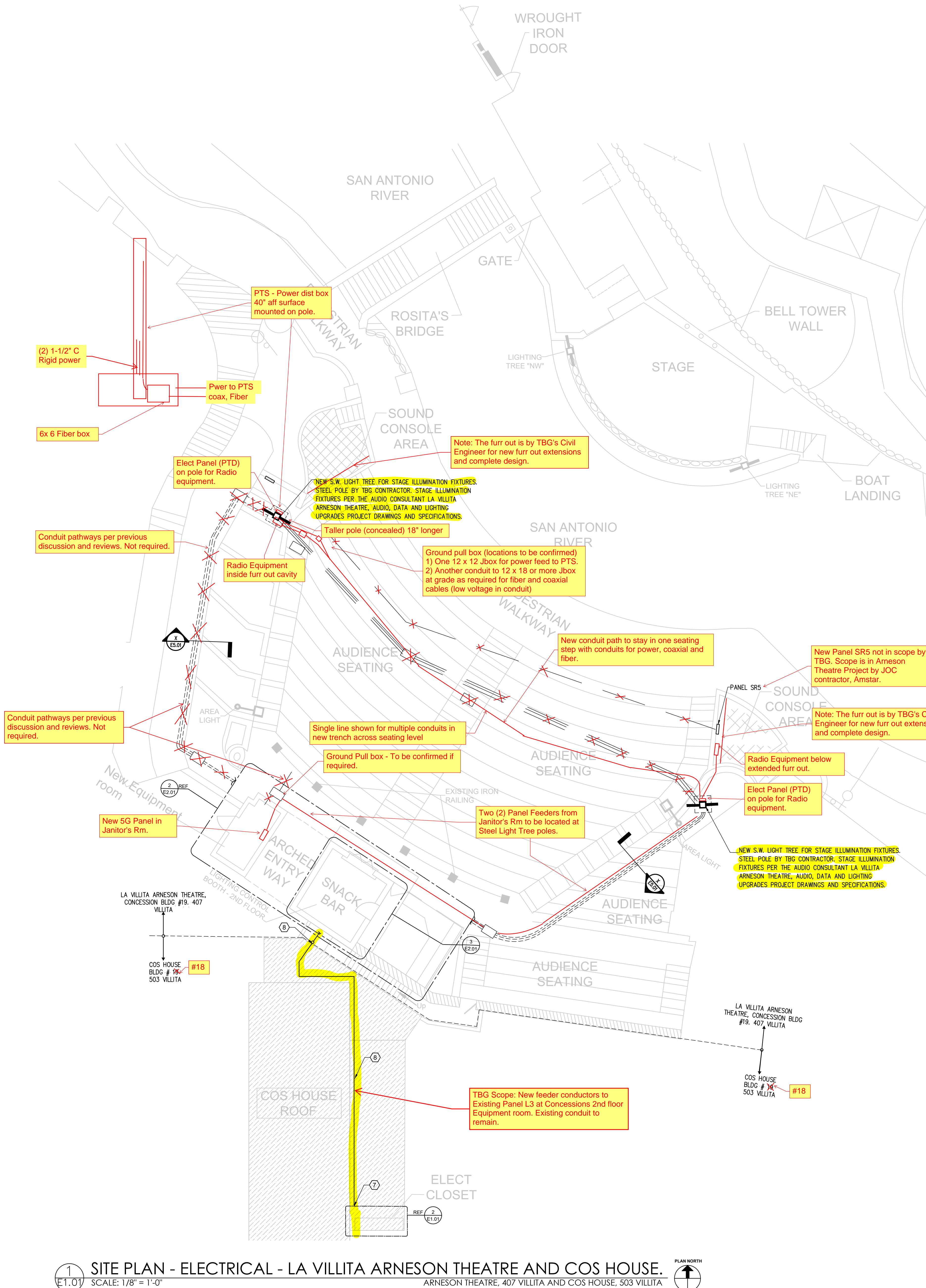
Date:

Date:

APPROVED AS TO FORM:

City Attorney

Exhibit A
Permitted Sites



KEYED NOTES: (THIS SHEET ONLY)

1. PROVIDE A NEW GROUND BUS BAR IN THE ELECTRICAL CLOSET. LOCATE THE GROUND BUS BAR BELOW THE EXISTING MAIN DISCONNECT SWITCH. REFER TO THE TYPICAL DETAIL ON SHEET E2.01.
2. PROVIDE A 3/4" CONDUIT WITH 1 #6 CU GEC FOR BONDING NEW GROUND BUS BAR TO THE NEW GROUND BUS BAR AT THE CONCESSIONS BLDG AT 2ND FLOOR. ROUTE CONDUIT OVERHEAD IN ELECT. CLOSET AND EXTEND AS SHOWN.
3. NEW CONDUIT PENETRATION TO ROOF. PROVIDE A WATERTIGHT SEAL ON ROOF PENETRATION. REFER TO TYPICAL ROOF CONDUIT PENETRATION DETAIL ON SHEET E3.01.
4. NEW 3/4" C. WITH 1 #6 CU. GEC ON ROOF. REFER TO OVERALL SITE PLAN DETAIL 1 ON THIS SHEET FOR CONTINUATION OF THE CONDUIT.
5. JUNCTION BOX REPLACED UNDER THE LA VILLITA ARNESON THEATRE AUDIO, DATA AND LIGHTING UPGRADES PROJECT SHOWN FOR REFERENCE.
6. EXISTING DISTRIBUTION PANEL WITH NEW CIRCUIT BREAKER TO FEED NEW PANEL L3 AT THE SECOND FLOOR CONCESSIONS BLDG LIGHT BOOTH AND EQUIPMENT ROOM. SHOWN FOR REFERENCE ONLY. FEEDER TO PANEL L3 IS PROVIDED BY THE ARNESON THEATRE. AUDIO, DATA AND LIGHTING UPGRADES PROJECT.
7. 8.3/4" RIGID CONDUIT WITH GEC CONDUCTOR DROP DOWN THROUGH ROOF PENETRATION TO BELOW CEILING OF THE ELECTRICAL CLOSET. CONDUIT EXTENDS ON ROOF THE NEW GROUND BUS BAR IN THE LIGHT BOOTH EQUIPMENT ROOM.
8. 3/4" RIGID CONDUIT ON ROOF MOUNTED ON EXISTING ROOF WITH ROOF SUPPORTS EQUAL TO EATON DB SERIES. CAT NO. DB5, 5" HEIGHT X 6" WIDTH SUPPORT. INCLUDES BASE WITH GALVANIZED STEEL CHANNEL. CONTRACTOR SHALL COORDINATE WITH ROOFING CONTRACTOR TO ENSURE ROOF WARRANTY IS NOT AFFECTED.
9. 3/4" RIGID CONDUIT WITH GEC CONDUCTOR TO CONCESSIONS BLDG. CONDUIT SHALL CROSS OVER TO THE BUILDING. REFER THE 2ND FLOOR PLAN NEW WORK FOR CONDUIT PENETRATION.

TECHNOLOGY GENERAL NOTES

1. OFFICE OF HISTORIC PRESERVATION (OHP) SHALL APPROVE AND REVIEW ALL SCOPE ASSOCIATED WITH THIS HISTORIC LA VILLITA PROJECT.
2. DEPICTION OF EXISTING CONDUITS IS DERIVED FROM CITY-PROVIDED DOCUMENTS. EXACT LOCATION, ROUTING, AND NUMBER OF BENDS IS UNKNOWN. CONTRACTOR SHALL VERIFY VIABILITY, ROUTING, AND LOCATE ALL PATHWAYS.
3. CONTRACTOR SHALL COORDINATE EXACT LOCATION AND ROUTING OF CONDUITS AND PULL BOXES WITH EXISTING UTILITIES.
4. COMMUNICATIONS CONDUIT SHALL BE RUN IN THE SAME TRENCH AS ELECTRICAL WHERE FEASIBLE.
5. CONDUITS FOR COMMUNICATIONS SHALL BE SEPARATED FROM OTHER CONDUITS BY AT LEAST 12" WELL TAMPED EARTH.
6. REFER TO SPECIFICATIONS FOR MINIMUM CONDUIT COVER REQUIREMENTS.
7. CONDUIT SHALL BE FIELD-BENT TO PROVIDE SWEEPS AROUND OBSTRUCTIONS AND EXISTING UTILITIES IN THE AREA OF THE NEW TRENCH.
8. FOR 2" CONDUITS OR SMALLER, MAINTAIN A BEND RADIUS OF 6X THE CONDUIT OD. FOR CONDUITS LARGER THAN 2", MAINTAIN A BEND RADIUS OF 10X THE CONDUIT OD.
9. CONDUIT SHALL NOT EXCEED TWO (2) 90-DEGREE BENDS IN A SINGLE RUN. A PULLBOX IS REQUIRED FOR ANY RUNS THAT WILL EXCEED TWO (2) 90 DEGREE BENDS REGARDLESS OF IF THEY ARE EXPLICITLY SHOWN ON PLANS. TWO (2) 45-DEGREE BENDS SHALL EQUAL 90 DEGREES.
10. ALL CONDUIT INSTALLED ON THE EXTERIOR OF THE BUILDING SHALL BE CONCEALED UNDERGROUND.
11. EXPOSED CONDUIT MAY BE EXPOSED WITHIN THE BUILDING INTERIOR. COORDINATE FINISH/PAINT WITH OWNER/ARCHITECT.
12. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A MAXIMUM CONDUIT FILL RATIO.
13. ALL CONDUITS SHALL HAVE PULL STRINGS AND SHALL HAVE NYLON BUSHINGS ON THE ENDS.
14. EC SHALL PROVIDE AND INSTALL DETECTABLE 3-CELL MAXCELL INNERDUCT TO EACH NEW OR EXISTING CONDUIT SHOWN ON TECHNOLOGY PLANS AND DIAGRAMS.
15. ALL FLAGSTONE SHALL BE REMOVED AND REPLACED PER OHP APPROVAL.

TECHNOLOGY KEYNOTES

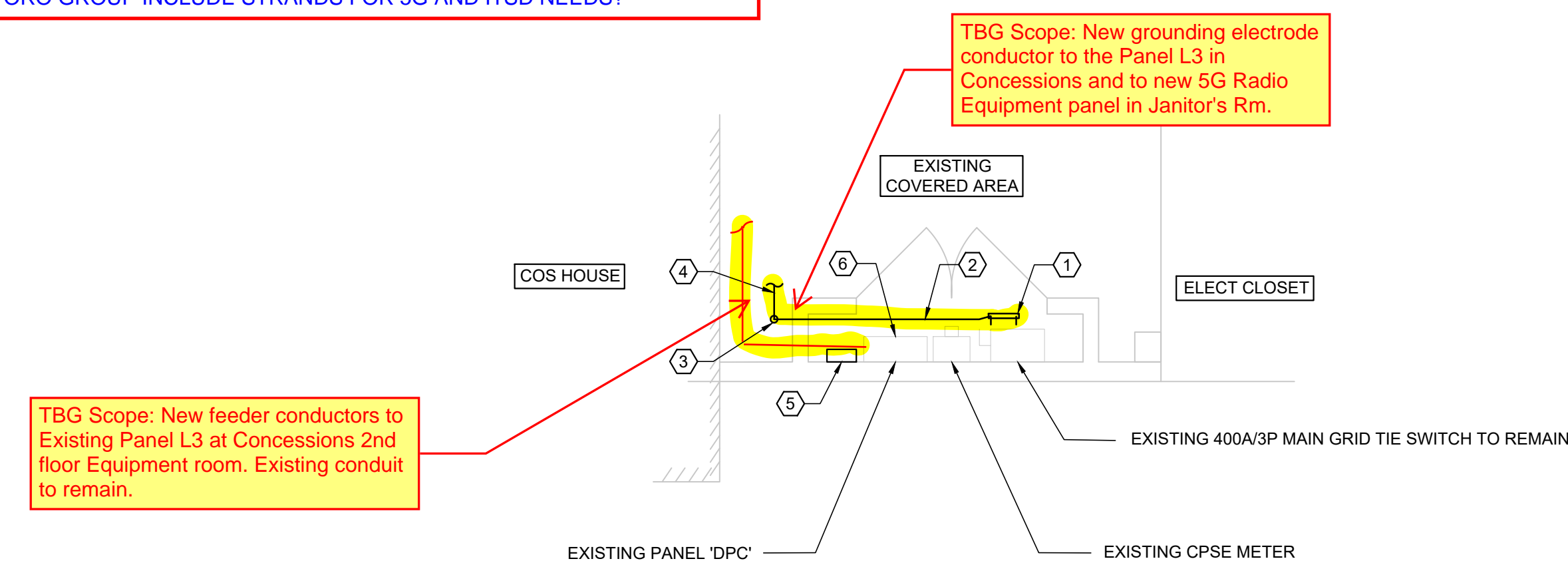
1-9: NOT SHOWN

10. (1) 2" CONDUIT SLEEVE STUB UP FROM BLDG 10 TO BLDG 18, ETR. DEMOLISH EXISTING COPPER AND FIBER TO MDF. LABEL CONDUIT "COSA COMMUNICATIONS". DEMO EXISTING PLYWOOD AND INSTALL NEW FIRE-RATED PLYWOOD. PROVIDE VERTICAL CABLE MANAGEMENT.
11. (1) 1-1/4" CONDUIT STUB UP TO ROOF AND ROUTED TO LIGHT ROOM ON LEVEL 2 OF CONCESSIONS BUILDING. INSTALL NEW 2" CONDUIT PATHWAY IN PLACE OF EXISTING 1-1/4" CONDUIT PATHWAY. PROVIDE PULLBOX EVERY (2) 90 DEGREE BENDS. CONDUIT SHALL BE USED BY COSA ITSd AND FOR 5G SYSTEM.
12. NOT SHOWN
13. NOT SHOWN
14. (2) 2" CONDUITS STUBBED FROM FLOOR OF LIGHT BOOTH DOWN THROUGH SNACK BAR.
15. (2) 2" BURIED CONDUITS FROM SNACK BAR IN SINGLE TRENCH TO JANITOR ROOM. CONDUIT PATHWAY SHALL BE FULL CONCEALED THIS ENTIRE ROUTE.
16. (2) 2" CONDUITS STUBBED UP 24" AFF IN JANITOR ROOM.
17. WALL-MOUNTED FIBER ENCLOSURE. VERIFY EXACT LOCATION WITH COSA ITSd.

GENERAL ELECTRICAL NOTES:

- A. Provide conduits for fiber runs with a pull box meeting the fiber radii requirements for changes of direction.
- B. All conduit installed on the exterior of the building shall be concealed underground.
- C. All conduit inside the building is permitted to be exposed.
- D. Office Of Historic Preservation (OHP) shall approve and review all scope associated with this Historic La Villita Project.

VERIFY TOTAL STRAND COUNT WITH COSA ITSd. DOES 96-STRAND NOTED BY TORO GROUP INCLUDE STRANDS FOR 5G AND ITSd NEEDS?



1 SITE PLAN - ELECTRICAL - LA VILLITA ARNESON THEATRE AND COS HOUSE.
SCALE: 1/8" = 1'-0"

2 ENLARGED FLOOR PLAN - EXISTING ELEC CLOSET
SCALE: 1/4" = 1'-0"

Design Markups per Meetings with revisions by TBG, TNCG, CNG and TBG Structural Engineer and Pole Installers.
NOT FOR CONSTRUCTION- REVIEW PROGRESS SET
05-09-2025 Composite Set

CELLULAR TELECOMMUNICATIONS

Toro Blanco
Group
TORO BLANCO GROUP, LLC
ATLANTA, GEORGIA 30305

verticalbridge
VERTICAL BRIDGE REIT, LLC
750 PARK OF COMMERCE DR,
SUITE 200 BOCA RATON, FL
33487.

STRUCTURAL ENGINEER

ORIGIN
ORIGIN ENGINEERING 1065
POPLAR ST
JOHNSTOWN, CO 80534 US.

TECHNOLOGY CONSULTANT

TRUE NORTH CONSULTING GROUP
132824 POND SPRINGS RD STE. 304
AUSTIN, TEXAS 78729
888-650-4580
CONTACT: RENEE EDMONDSON, CTS
RENEE EDMONDSON@TNCG.com

ENGINEER CONSULTANT

PRIME CONSULTANT

ENGINEER

INTERIM REVIEW ONLY

Document incomplete: Not intended for permit, bidding or construction.

Engineer: TRAVIS E. WILTSHIRE
P.E. Reg. No.: 85219
Company Name: CNG ENGINEERING, PLLC
Company Reg. No.: F-7964
Date: 11-05-2024

DATE EXP. DATE

PROPERTY OWNER

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATION DEPARTMENT
100 WEST HOUSTON ST. 17TH FLOOR, W4.00
SAN ANTONIO, TEXAS 78205

PROJECT TITLE

LA VILLITA ARNESON THEATRE - 5G RADIO ANTENNA SYSTEM
BUILDING NO. 19
CONCESSIONS BLDG.
407 VILLITA
SAN ANTONIO, TEXAS 78205

PROJECT NUMBER

240035

DRAWN BY CHECKED BY

F.A. R.O.

REVISIONS

NUMBER	DATE	DESCRIPTION
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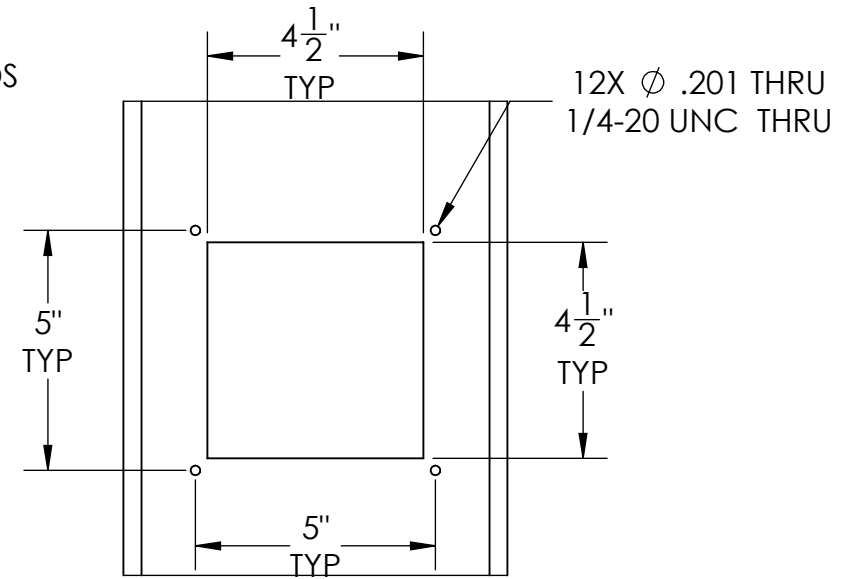
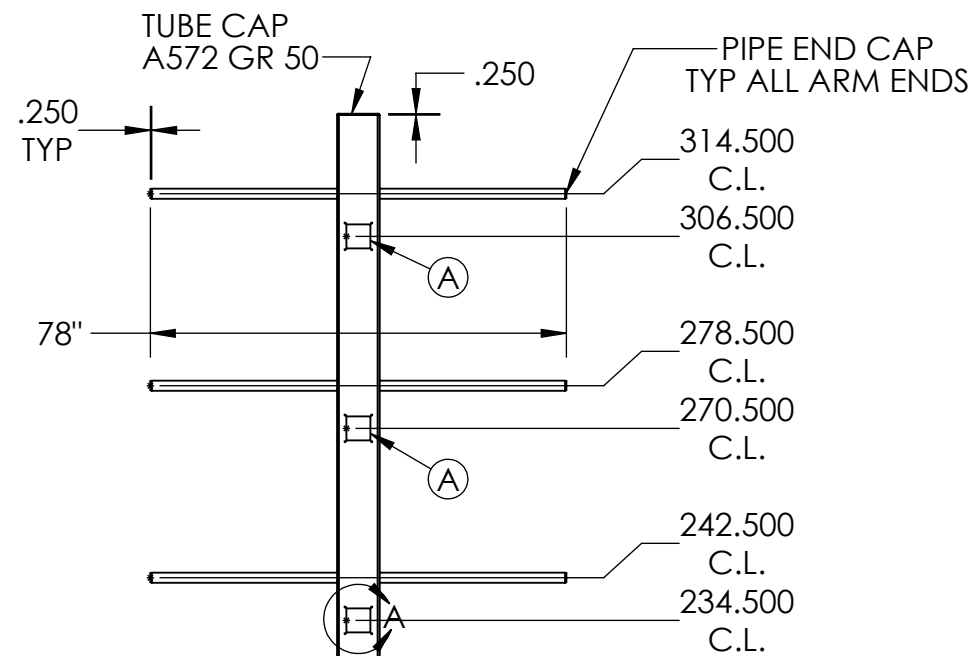
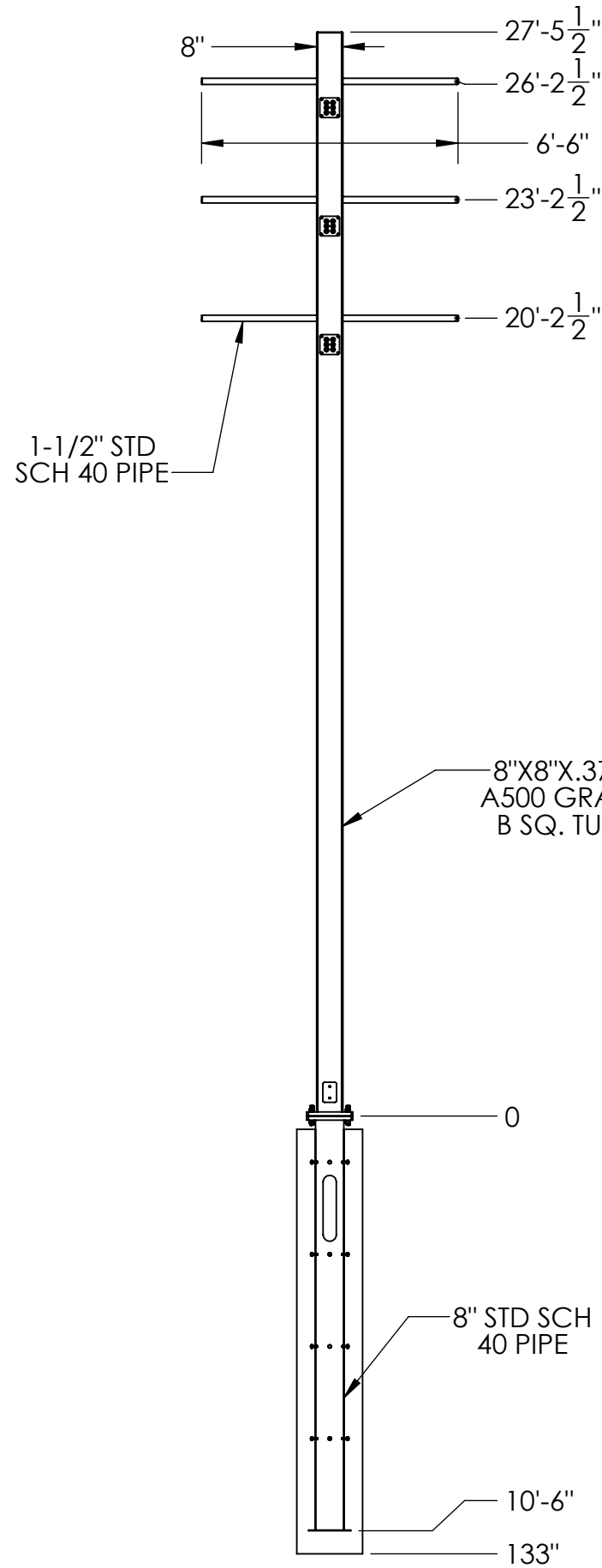
SHEET TITLE

ELECTRICAL - POWER OVERALL PLAN

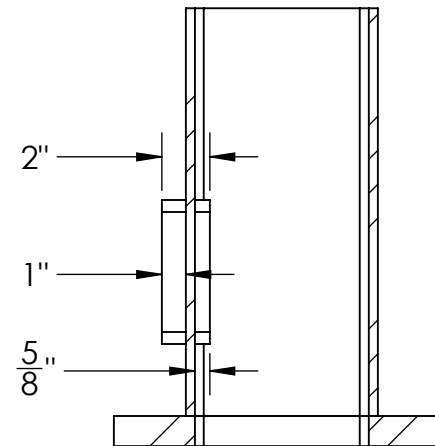
DATE

11-15-2024

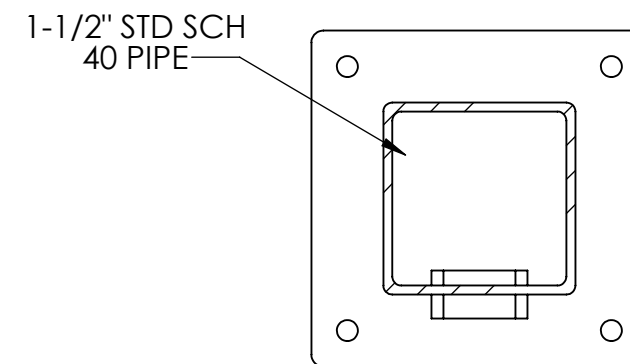
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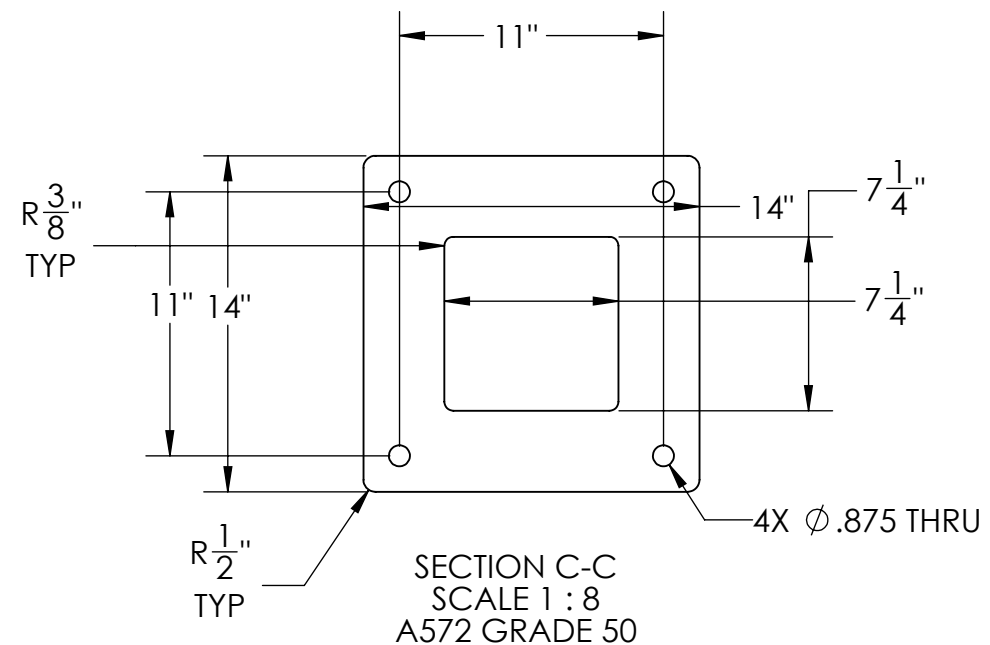
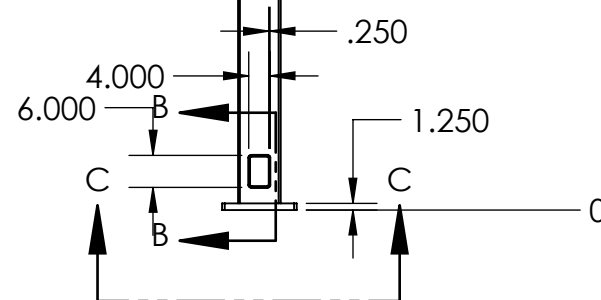
DETAIL A
SCALE 1 : 4



SECTION B-B
SCALE 1 : 8




SECTION J-J
SCALE 1 : 8



PART NAME	San Antonio Tall Light Arm
MFR NUMBER	N/A
MATERIAL	N/A
WEIGHT	N/A
FINISH	NONE
COATING	NONE
THICKNESS/GAUGE	N/A
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/16 BEND ±1° ANGULAR ±0.5° TWO PLACE DECIMAL ±0.01" THREE PLACE DECIMAL ±0.005" FOUR PLACE DECIMAL ±0.001"	

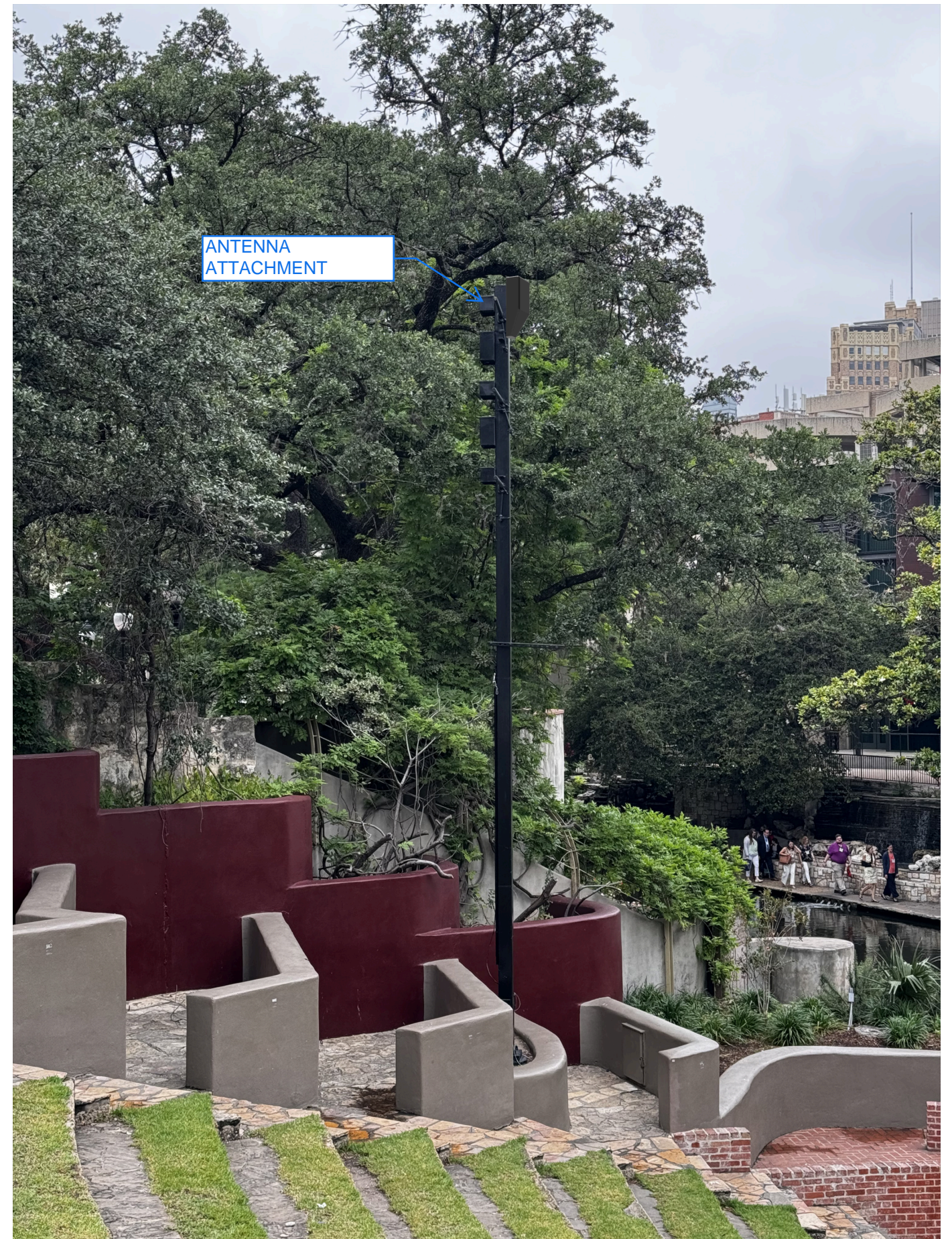
PROJECT NAME		
Light Tree Arm		
CLIENT		
Toro Blanco		
DRAWN	ADV	12/11/2024
CHECK	BRK	12/11/2024
APPR.	MJC	12/11/2024
NOTES		

 1065 POPLAR ST JOHNSTOWN, CO 80534 ORIGINMEC.COM	
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ORIGIN LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ORIGIN LLC IS STRICTLY PROHIBITED.	
SHEET SIZE	REV
B	B
SCALE 1:96	SHEET M1 OF M2

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	STRUCTURAL RELEASE	12/11/2024	ADV
B	UPDATED BASE PLATE THICKNESS PER STRUCTURAL	12/18/2024	ADV



BEFORE



AFTER



BEFORE



AFTER



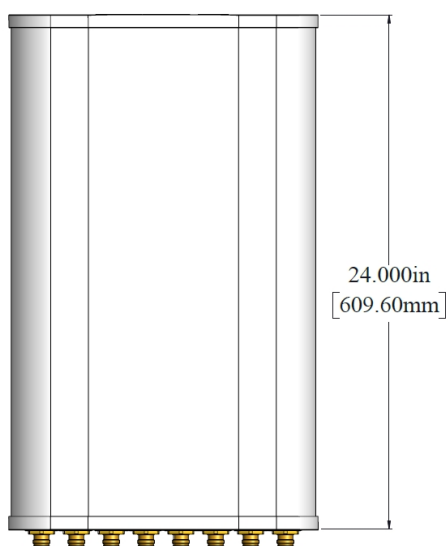
DX24FRO265-04

NWAV™ 2F Panel Antenna

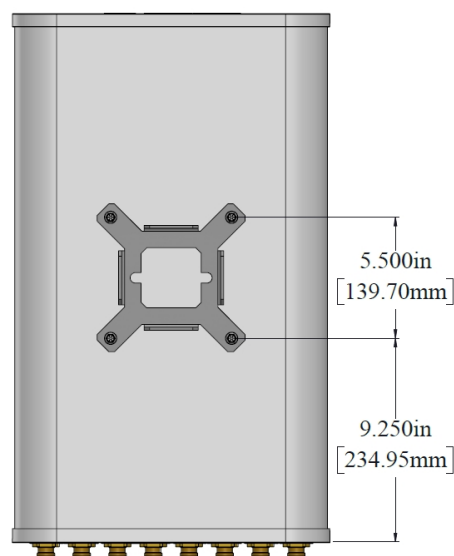
Mechanical specifications

Dimensions height/width/depth, inches (mm)	24/ 14.2/ 8.5 (610/ 360.7/ 215.9)
No. of RF input ports, connector type, and location	24 x 4.3-10 female, back
RF connector torque	96 lbf·in (10.85 N·m or 8 lbf·ft)
Net antenna weight, lb (kg)	22 (10.0)
Weight with supplied pipe mount bracket, lb (kg)	27.1 (12.3)
Shipping weight, lb (kg)	33 (15.0)
Rated wind survival speed, mph (km/h)	150 (241)
Frontal wind loading @ 150 km/h, lbf (N)	22.3 (99.4)

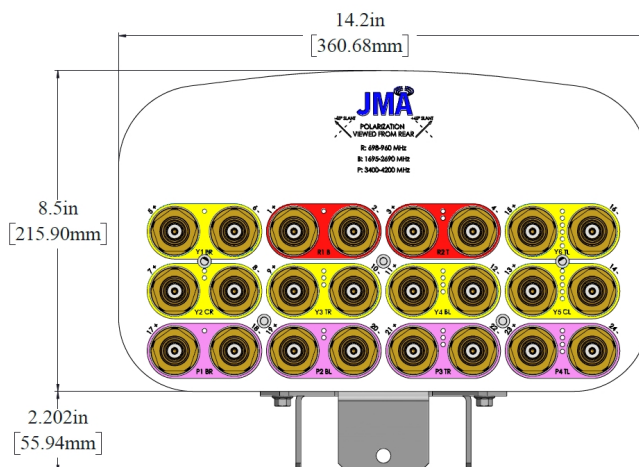
Front view



Back view



Bottom view



2" CONDUIT EXIT NOT SHOWN



FOR REFERENCE ONLY





















E TO LA VILLITA





Exhibit B
Consideration to City/Licenser

Item	Description	Cost
“Toro Blanco Southeast (SE) Light Tree Pole” (Qty: 1)	8" x 8" x 3/8" square tube, 27'-6" tall, galvanized and powder-coated semi-gloss black, includes (6) 3-ft sections of 2" round bar welded to serve as equipment mounting arms, base plate 14" square x 1" thick. The location and specifications are set forth in Exhibit A.	\$9,550
Toro Blanco Light Tree Pole - Direct Embed Foundation (1)	Direct embed foundation compatible with the Toro Blanco SE SW Light Tree Pole.	\$4,300
“Toro Blanco Southwest (SW) Light Tree Pole” (Qty: 1)	8" x 8" x 3/8" square tube, 27'-6" tall, galvanized and powder-coated semi-gloss black, includes (6) 3-ft sections of 2" round bar welded to serve as equipment mounting arms, base plate 14" square x 1" thick. The location and specifications are set forth in Exhibit A.	\$9,550
Toro Blanco Light Tree Pole - Direct Embed Foundation (1)	Direct embed foundation compatible with the Toro Blanco SE SW Light Tree Pole	\$4,300
Construction Costs	Construction costs for both tree lights and foundations	\$45,000
Fiber/Conduit Installation	\$18/foot of fiber/conduit totaling 325 feet (= \$18 x 325) 48 strands of fiber for the City’s exclusive use in the conduit spaces set forth in Exhibit A.	\$5,850
TOTAL CONSIDERATION:	\$72,700 (Tree Lights & Foundations) + \$5,850 (Fiber)	\$78,550