

Second Amendment to Tower of the Americas Antenna License Agreement (Mary Helen Lopez)

This Second Amendment to Tower of the Americas Antenna License Agreement (Agreement) is between Mary Helen Lopez (“Licensee”) and the City of San Antonio (“City”), pursuant to the Ordinance Authorizing the Second Amendment.

1. Identifying Information

Licensee:	Mary Helen Lopez
Licensee’s Address:	117 West Avenue D Robstown, TX 78380
License:	Purpose of operating and maintaining a radio broadcast translator and associated equipment at the Tower of the Americas.
Ordinance Authorizing Original License:	2013-02-21-0139
Ordinance Authorizing First Amendment:	2018-03-01-0158
Ordinance Authorizing Second Amendment:	
Beginning of Renewal Term:	March 1, 2023
Expiration of Renewal Term:	February 29, 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 may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

Year	Term	Annual Amount	Monthly Amount
1	3/1/2023 - 2/29/2024	\$33,971.34	\$2,830.94
2	3/1/2024 - 2/28/2025	\$34,990.48	\$2,915.87
3	3/1/2025 - 2/28/2026	\$36,040.19	\$3,003.35
4	3/1/2026 - 2/28/2027	\$37,121.40	\$3,093.45
5	3/1/2027 - 2/29/2028	\$38,235.04	\$3,186.25

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

I

City

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Licensee

Mary Helen Lopez

By: Mary Helen Lopez

Printed Name and Title: Clerk

Date: 1-16-23