

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

(Carlos Lopez)

---

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

## **1. Identifying Information**

<b>Licensee:</b>	Carlos Lopez
<b>Licensee’s Address:</b>	514 Greenway Drive, Corpus Christi, Texas 78412
<b>License:</b>	Purpose of operating and maintaining a radio broadcast translator and associated equipment at the Tower of the Americas.
<b>Ordinance Authorizing Original License:</b>	2012-03-01-0145
<b>Ordinance Authorizing First Amendment:</b>	2017-02-23-0106
<b>Ordinance Authorizing Second Amendment:</b>	
<b>Beginning of Renewal Term:</b>	March 1, 2022
<b>Expiration of Renewal Term:</b>	February 28, 2027

## **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	3/1/2022 - 2/28/2023	\$29,958.00	\$2,496.50
2	3/1/2023 - 2/29/2024	\$30,856.80	\$2,571.40
3	3/1/2024 - 2/28/2025	\$31,782.60	\$2,648.55
4	3/1/2025 - 2/28/2026	\$32,736.00	\$2,728.00
5	3/1/2026 - 2/28/2027	\$33,718.08	\$2,809.84

## 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**

**Carlos Lopez**

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

Printed  
Name and  
Title: \_\_\_\_\_

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