

**STATE OF TEXAS**

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**THIRD AMENDMENT TO LICENSE  
AGREEMENT WITH AT&T CORP.  
(F/K/A AT&T COMMUNICATIONS,  
INC. OF THE SOUTHWEST)**

**COUNTY OF COLLIN**

**KNOW ALL BY THESE PRESENTS:**

This Third Amendment to License Agreement ("Third Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF PLANO, TEXAS, a home rule municipal corporation (hereinafter referred to as the "CITY") and AT&T Corp. (f/k/a AT&T Communications, Inc. of the Southwest), a New York corporation (hereinafter referred to as "AT&T" or "LICENSEE"), for the use of certain facilities or right-of-way according to the following terms and conditions:

**WITNESSETH:**

WHEREAS, CITY and LICENSEE entered into a non-exclusive License dated December 14, 1992 ("License") permitting the installation, operation and maintenance of four and one-half inch (4½") conduit containing telecommunications cable (herein called "System") within specifically listed public improvements; and

WHEREAS, CITY and LICENSEE entered into a First Amendment to the License dated January 20, 2004 ("First Amendment") which authorized the installation, operation and maintenance of additional conduit in other listed City thoroughfares and replaced the Exhibit A attached to the License; and

WHEREAS, CITY and LICENSEE entered into a Second Amendment to the License dated May 28, 2013, which extended the License to December 14, 2022 (“Second Amendment”); and

WHEREAS, LICENSEE and CITY desire to further amend the License, as previously amended, as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Term.**

The term of the License is hereby extended for a period of ten (10) years, commencing December 14, 2022, and expiring on December 13, 2032 (“Renewal Term”) and may thereafter be renewed for up to two additional ten (10) year term(s) upon mutual written agreement of the parties, which agreement shall not be entered more than one (1) year prior to the expiration of each successive term.

2. **Cost.**

For the Renewal Term and any subsequent term, LICENSEE shall pay a license fee to CITY as a lump sum, in advance, for the entire Renewal Term, as calculated as provided for in City’s Fee Ordinance No. 2006-5-10, which sum for the Renewal Term due December 14, 2022 is **FIVE HUNDRED THIRTEEN THOUSAND THREE HUNDRED NINETY AND 00/100 DOLLARS (\$513,390.00)**.

Should the LICENSEE exercise the renewal option(s) following the Renewal Term as referred to in Section 1 above, the license fee for each successive renewal term shall be calculated by increasing the license fee for the previous term by three percent (3%). The license fee for any successive renewal

term will be due in a lump sum as outlined in Section 2 above, without invoice, upon exercise of the renewal option.

3. **Ratification of License.**

Except as is explicitly amended hereby, the License shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, the First Amendment, the Second Amendment, and as amended by this Third Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Amendment to be executed in duplicate the day and year first above written.

**LICENSOR:**

CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By:

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Mark D. Israelson  
CITY MANAGER

ATTEST:

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Lisa Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**LICENSEE:**

AT&T CORP. (F/K/A AT&T  
COMMUNICATIONS, INC. OF THE  
SOUTHWEST), a New York corporation

By:

Lana Scarlett Rowell

Lana Scarlett-Rowell  
PRINCIPAL – TECH PROJ/PROG  
MGMT

WITNESS:

[Handwritten Signature]

3/16/22

DATE

**ACKNOWLEDGMENTS**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022 by **Mark D. Israelson**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**STATE OF Colorado §**  
**§**  
**COUNTY OF Douglas §**

This instrument was acknowledged before me on the 16<sup>th</sup> day of March, 2022 by **Lana Scarlett-Rowell**, Principal – Tech Proj/Prog Mgmt. of **AT&T CORP. (F/K/A AT&T COMMUNICATIONS, INC. OF THE SOUTHWEST)**, a New York corporation, on behalf of said partnership.

Kayla Chavez  
\_\_\_\_\_  
Notary Public in and for the State of Colorado

KAYLA CHAVEZ  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194047481  
MY COMMISSION EXPIRES DECEMBER 20, 2023