

STATE OF TEXAS

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COUNTY OF COLLIN

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

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 ("Effective Date"), and expiring on December 13, 2032 ("Renewal Term").

2. **Cost.**

2.1 **Public Right-of-Way Use Fee.** On the Effective Date and on each anniversary of the Effective Date thereafter as adjusted by Section 2.2 below, LICENSEE shall pay the CITY as compensation for its use of the Public Rights-of-Way the sum of **FIFTY-ONE THOUSAND THREE HUNDRED THIRTY-NINE AND 0/100 DOLLARS (\$51,339.00)** ("Right-of-Way Use Fee"). LICENSEE hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the CITY for LICENSEE'S use of the Public Rights-of-Way as provided by this Agreement.

2.2 **Fee Adjustment.** At the anniversary of the Effective Date of this Third Amendment to the Agreement and for each year thereafter for the remainder of the Renewal Term, the Public Right-of-Way Use Fee shall be increased by three

percent (3%). The three percent (3%) increase shall be cumulative from year to year such that the Right-of-Way Use Fee due on each anniversary date shall be determined by multiplying the Right-of-Way Use Fee (as previously adjusted) for the preceeding year by the multiplier 1.03.

3. **Ratification of License.**

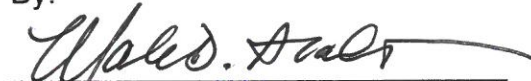
Except as is explicitly amended hereby, the License shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, the First Amendment, the Second Amendment, and as amended by this Third Amendment.

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

LICENSOR:

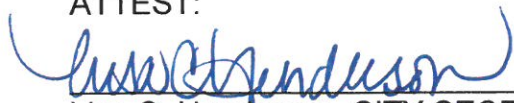
CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By:

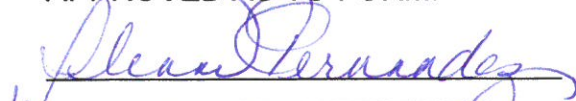


Mark D. Israelson
CITY MANAGER

ATTEST:


Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:


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 PROJECT
/PROJECT MANAGEMENT

WITNESS:

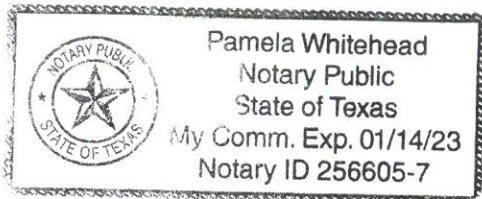
James Gailly
09/06/2022
DATE

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 14 day of September, 2022 by **Mark D. Israelson**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

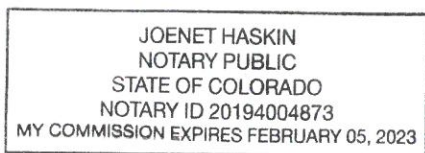


Pamela Whitehead
Notary Public in and for the State of Texas

STATE OF Colorado §

COUNTY OF Douglas §

This instrument was acknowledged before me on the 6 day of September, 2022 by **Lana Scarlett-Rowell**, Principal – Tech Project/Project Management of **AT&T CORP. (F/K/A AT&T COMMUNICATIONS, INC. OF THE SOUTHWEST)**, a New York corporation, on behalf of said partnership.



Joenet Haskin
Notary Public in and for the State of Colorado