

**A**  
**COMMUNICATIONS FACILITIES LICENSE AGREEMENT**  
**(this "Agreement")**  
**LCRA TRANSMISSION SERVICES CORPORATION**  
**TO BROWN COUNTY TEXAS**

EFFECTIVE DATE: November 1, 2020

LICENSOR: LCRA Transmission Services Corporation, referred to herein as "Licensor" or "Owner"

LICENSOR'S MAILING ADDRESS: P.O. Box 220  
Austin, Texas 78767

LICENSEE: Brown County

LICENSEE'S MAILING ADDRESS: Brown County  
200 South Broadway  
Brownwood, Texas 76801

CONSIDERATION: The exchange of good and valuable consideration, as recited herein, the receipt and sufficiency of which are hereby acknowledged, including increased cooperation in operating and maintaining the electric transmission and distribution system.

PREMISES: LCRA 700 MHz Trunked radio equipment and UPS

EQUIPMENT: 700 MHz Omni Antennas (2) and 6 ft. microwave dish, tower top amp.

**RECITALS**

- A. Owner is the owner of the Tower and Premises.
- B. Licensee desires to install, locate, access, operate, maintain, repair, replace, and remove the Equipment on the Tower located on the Premises.
- C. Licensee desires, and Owner has agreed to provide, a license agreement permitting Licensee sufficient space to install, locate, access, operate, maintain, repair, replace, and remove the Equipment on the Tower, and to operate facilities within the Owner's communications house if applicable, so long as said installations do not interfere with pre-existing antennas on said Tower.

**AGREEMENT**

Licensor and Licensee further agree to the following terms and conditions:

October 26, 2020  
(Exhibit #6)

### **1. GRANT OF LICENSE.**

(A) In consideration of the mutual exchange of promises and consideration recited herein, Owner hereby grants to Licensee the right and privilege to install, locate, access, operate, maintain, repair, replace, and remove the Equipment and related appurtenances from the Tower, in consideration in accordance with the terms and conditions of this Agreement.

(B) Licensee is granted the right of access to, and ingress and egress to and from, the Tower on the Premises for the purpose of installing, operating, testing, inspecting, maintaining, repairing, replacing or removing the Equipment as provided for in this Agreement or as may be necessary to comply with the purposes and objectives of this Agreement. Such access, ingress, and egress will be conducted in accordance with the Access and Modification Procedures set forth in Exhibit B.

### **2. INSTALLATION OF EQUIPMENT AND REIMBURSEMENTS.**

(A) Licensee will provide the engineering, studies, project management, FCC regulatory licensing and fees, and labor associated with installing and providing the Equipment listed in Exhibit A.

(B) Licensee's antennas, associated cables, hardware and other Equipment provided by Licensee shall remain Licensee's personal property and shall not become fixtures, whether or not attached to the Towers, communications houses, or the Premises.

(C) All designs and plans for Licensee's installations at the Premises shall be coordinated with and approved in writing by Owner before Licensee starts the work.

(D) Owner shall not be liable for losses or damage to Licensee's equipment due to burglary, vandalism, or Tower failure or any other cause outside of the control of Owner.

(E) Drawings and specifications of Licensee's Equipment and facilities to be installed, modified, added or relocated, including electric power hookups, surge protection and either safety devices for equipment and personnel shall be made available to Licensor, upon request by Licensor.

### **3. RESERVATIONS & PROHIBITIONS.**

(A) Owner reserves the right to operate its own equipment at the Property and to allow third parties to enter the Premises. Licensee shall not have exclusive possession of any of the Premises or the Tower, except for the Equipment on the Tower and any equipment house that Licensee installs.

(B) Occasional outages may be necessary for Tower maintenance and repairs, during which time, Owner may require Licensee to power down or shut down equipment to facilitate such work. Licensee and Owner agree to cooperate with each other and with any other licensees to schedule and expedite these outages.

(C) Owner shall have access at all times to Licensee's Equipment in case of emergency, as further set out in Exhibit B attached hereto.

**4. EXPANDED SCOPE OF OPERATIONS.** As further set out in Exhibit B, after the initial installation is complete, Licensee may expand the footprint of its installation or modify the Equipment only with Owner's prior, written consent and only if the Tower and Premises will reasonably accommodate the expanded or modified installation. LICENSEE shall pay the cost of modifications of the Equipment, Tower and Property necessary to accommodate any of Licensee's requested additions or

modifications beyond the scope of the original installation. Owner's consent to add or modify the footprint of the installation shall not be unreasonably withheld.

#### **5. TERM OF LICENSE.**

(A) Initial Term. The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall expire on the fifth (5th) anniversary of the Effective Date (the "Initial Term").

(B) Renewal Terms. After completion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each such one (1) year term, a "Renewal Term"), unless either party gives the other notice of intention not to renew the Agreement at least ninety (90) days prior to the end of the Initial Term or the then current succeeding Renewal Term.

(C) If the purpose of either party's operations at the Tower or the Premises should be defeated or terminate because of government or regulatory action, loss of FCC license, economic or business necessity, or other material impairment, either party shall have the right to terminate this Agreement without further obligation or liability, by giving at least one-hundred-twenty (120) days written notice to the other party.

**6. SITE MAINTENANCE.** Owner shall at its cost maintain the grounds of the Premises, fencing, security, and roadways leading to the Premises. Owner shall have the right to make emergency repairs to any of Licensee's Equipment on the Premises without first notifying Licensee, if the repairs are necessary to protect the Premises or Equipment from further damage.

**7. LICENSEE CONTRACTORS.** Licensee may engage its own contractors to install and maintain the Equipment. If, in accordance with the provisions of this Agreement, Licensee engages a contractor to perform work at the Premises or on the Tower, the contractor shall be required to furnish an insurance certificate to Owner showing its liability insurance coverage before such contractor's personnel or subcontractors enter the Premises. If Licensee contractors, subcontractors, workers or suppliers file any mechanics or materialmen's liens, Licensee shall at Licensee's expense promptly take whatever action is necessary to remove them.

**8. SAFETY REQUIREMENTS.** All work performed at the Premises or on the Tower by either party or its contractors shall be in accordance with applicable federal and state safety requirements and the best industry practice. Licensee shall be responsible for job site safety while Licensee's crews or Licensee's contractors or subcontractors are working at the Premises or on the Tower. Owner shall be responsible for job site safety while Owner's crews or Owner's contractors are working at the Property or on the Tower. If personnel of both Owner and LICENSEE are working at the Premises or Tower, both parties shall cooperate to achieve appropriate job site safety.

**9. INTOXICANTS & DRUGS; EMPLOYEE CONDUCT.** No intoxicants, illegal drugs, nor employees or agents under the influence of any substance that may impair their performance shall be allowed on the Premises at any time. Licensee shall promptly remove from the Premises any person within its control who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Licensee will ensure that its employees, contractors, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to Owner. If private property other than the Premises and their access roads must be entered or crossed to perform Licensee's work, Licensee shall obtain permission from the third party property owner before entering.

**10. SITE CLEANUP.** Licensee shall ensure that its crews, contractors and subcontractors properly dispose of debris resulting from their work on the Premises or on the Tower. If Licensee or its contractors allow any debris to accumulate or dispose of wastes improperly, Owner shall have the right to remove and remediate it, and Licensee shall reimburse Owner for its reasonable costs.

**11. INTERFERENCE.**

(A) Owner shall install, operate and maintain its equipment and facilities in a manner which will not physically or electronically interfere with or cause signal degradation to Licensee's communications systems. However, as stated in 11(C)(i), Owner's equipment and operations installed prior to the Effective Date of this Agreement shall have top priority. Licensee will, at Licensee's full cost, make the necessary changes to its Equipment to accommodate its operational needs. Licensee will reimburse Owner for the reasonable cost of modifying any Owner equipment installed prior to the Effective Date of this Agreement, if necessary to correct any electronic interference caused by Licensee.

(B) If operation of the Equipment should electronically interfere with the operation of any third party's equipment installed prior Licensee's Equipment, Licensee shall at its own expense promptly correct the interference. If Licensee fails to promptly eliminate the interference, Owner shall notify Licensee and shall give Licensee at least 48 hours to eliminate the interference. If the interference has not been corrected within the 48 hour period, Owner shall have the right to temporarily shut down Licensee's Equipment and operations until Licensee can eliminate the interference.

(C) In the event of electronic interference among the operations of multiple occupants of the Premises or Tower, the requirements for eliminating interference shall be according to the following priorities:

(i) Owner's equipment and operations installed prior to the Effective Date of this Agreement shall have top priority; none of Licensee's equipment or operations shall interfere with Owner's pre-installed equipment or operations;

(ii) Licensee's equipment and operations shall have priority over subsequent licensees or sublicensees, which shall mean other licensees whose occupation of the Premises were initiated later than Licensee's;

(iii) Licensee's Equipment and operations shall yield to licensees whose licenses at the Premises were in existence earlier than Licensee's Equipment, including their successors or assigns;

(iv) If, after the initial installation, Licensee should modify its equipment or operations or change the tower or antenna configuration, and should these modifications or changes introduce interference, then Licensee shall be treated as a subsequent licensee with respect to these modifications or changes, and shall yield to the other licensees. However, Licensee's original Equipment, operations, and antenna configuration shall not lose their original priority, in the event Licensee desires to reverse the changes and return to its original mode of operation.

(D) If Licensee and Licensor disagree on the existence, source, or extent of interference, Licensee may engage an independent engineering firm to perform impartial analyses to determine the cause of the interference. Licensee shall be entitled to reimbursement for the cost of such analyses by Licensor if equipment or facilities installed by Licensor subsequent to the execution of this Agreement is

found to be causing the interference.

## **12. PERSONAL INJURY & PROPERTY DAMAGE INDEMNITY**

(A) Licensee agrees, to the extent allowed by law, to indemnify, defend and hold harmless Owner, its owners, officers, directors, employees, agents and affiliates from and against any and all claims, losses, and damages, arising out of (1) any negligent or willful act or omission of Licensee's employees, contractors or subcontractors of any tier that causes personal injury or property damage in connection with this Agreement. Licensee shall be liable for the cost of restoration, repair or replacement of any of Owner's facilities to the extent such facilities are damaged or destroyed as a result of a negligent or willful act of Licensee, its employees, contractors or subcontractors while working at the Premises or on the Tower, or (2) defects in the condition of equipment owned by Licensee or its sublicensees. Licensee shall pay the costs of any road damage caused by its vehicles or those of its contractors, subcontractors, or suppliers while working at or entering the Premises.

(B) It is agreed that in the use of the Premises and Tower, Licensee is acting independently and not as an agent, employee, or representative of Licensor. It is further agreed that neither Licensee nor Licensor shall be considered a partner, joint venturer of or in a joint enterprise with the other in the exercise of rights and responsibilities under this Agreement.

## **13. WAIVER OF LIABILITY; LIMITATION OF LIABILITY**

**LICENSEE HEREBY RELEASES, WAIVES, DISCHARGES, AND WILL NOT HOLD LIABLE OWNER, ITS DIRECTORS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, EXPRESSLY INCLUDING NEGLIGENCE, CLAIMS, DEMANDS, COSTS, OR DAMAGES ARISING FROM OR RESULTING FROM THIS AGREEMENT, REGARDLESS OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STRICT LIABILITY, REGULATORY OR STATUTORY LIABILITY, TORT THEORY, ACT, OMISSION, FAULT, OR FAILURE TO ACT BY OWNER.**

**THE PARTIES ACKNOWLEDGE THAT THERE IS NO MONETARY COMPENSATION EXCHANGED UNDER THIS AGREEMENT. THEREFORE, OWNER SHALL HAVE NO MONETARY LIABILITY TO LICENSEE UNDER THIS AGREEMENT, WHETHER ARISING FROM ANY BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, CLAIM (WHETHER IN TORT, CONTRACT OR EQUITY), OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, OR ANY EXPENSES (INCLUDING ATTORNEY'S FEES) RELATED THERETO.**

**NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OR FOR ANY LOSS OF USE, REVENUE, OR PROFIT SUFFERED BY THE OTHER PARTY OR ITS SUCCESSORS OR ASSIGNS, CUSTOMERS, OR AFFILIATES IN CONNECTION WITH ANY BREACH OF OBLIGATION UNDER THIS AGREEMENT, NOR AS A RESULT OF PREMISES DEFECT, INTERFERENCE, FAILURE OR UNAVAILABILITY OF A TOWER OR ANY EQUIPMENT, FACILITY OR SERVICE TO BE PROVIDED BY OWNER OR BY LICENSEE UNDER THIS AGREEMENT, OR UNDER ANY OTHER CIRCUMSTANCE.**

**14. FORCE MAJEURE.**

(A) Neither party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, terrorist act, government or regulatory action, including withholding of approvals, strikes, embargoes or delays beyond the control of vendors or contractors. .

(B) A party whose performance is hindered or delayed shall use its best efforts to reduce the length of the delay and to mitigate the effects of it.

**15. NO THIRD-PARTY BENEFICIARIES; NO PROPERTY RIGHTS.** The terms and conditions of this Agreement are intended for the sole benefit of Owner and Licensee. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies upon a third party. Nothing in this Agreement or in its performance shall create or vest in either party or its successors or assigns any title, ownership, easement, or any other permanent property rights in the other party's systems, lands, or other property.

**16. LAWS, REGULATIONS, PERMITS.**

(A) Owner shall be responsible for compliance with FAA or FCC tower marking and lighting requirements. Owner shall ensure that the Tower is operated and maintained in compliance with applicable laws, regulations and ordinances.

(B) Licensee shall acquire the necessary permits and licenses to install and operate the Equipment, and shall comply with applicable laws, government regulations, and ordinances therefor. In the event Licensee is unable to obtain or maintain any FCC license or other governmental approval necessary to its operations, Licensee may terminate this Agreement upon 30 days written notice to Owner.

**17. CHOICE OF LAW; VENUE.** This Agreement shall be interpreted and governed in accordance with the laws of the State of Texas without regard to conflict of laws. Venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Travis County, Texas.

**18. NOTICE.** Any written notice to be given under this Agreement shall be mailed to each party at the address shown below. All notices shall be sent by registered or certified mail with postage prepaid and shall be deemed given when so mailed.

If to Owner: LCRA Transmission Services Corporation  
P.O. Box 220  
Austin, Texas 78767

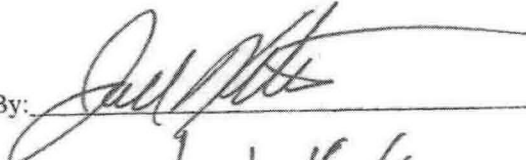
If to Licensee: Brown County  
200 South Broadway  
Brownwood, Texas 76801

**19. ENTIRE AGREEMENT & MODIFICATIONS.** This Agreement, including all Exhibits, constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes previous negotiations, understandings, discussions, correspondence, or representations. Neither this Agreement nor its Exhibits shall be modified or changed except by a writing executed by both parties. No oral representation of any negotiator, engineer, officer, employee or agent of either party shall vary the written terms of this Agreement. No waiver of any right under this Agreement shall be effective unless in a writing signed by the party granting the waiver.

*[signature page follows]*

This Agreement is executed by the parties in multiple counterparts, each of which is an original, to be effective on the above Effective Date set forth above.

Licensee:

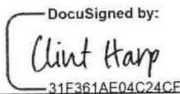
By: 

Name: Joel Keltus

Title: Judge Pro Tem

Owner:



By: 

Name: Clint Harp

Title: VP, Transmission Strategic Services



EXHIBIT A

**LIST OF EQUIPMENT**

Licensee will install the following Equipment on the Tower:

Qty	Manufacture	Model	Description
2	dBSpectra	DS7C10F36U-N	14.4' omni antennas; one up, one down
1	LCRA or ALT	7000-2113-6	6' standoff mount
1	Commscope	AVA7-50	1-5/8" Coax
1	Commscope	AVA5-50	7/8" Coax
1	dBSpectra	DS7TMA17C	Tower Top Amplifier
1	Commscope	VHLPX6-6WB	6' Dish (to Round Mountain)
2	Commscope	EW63	Waveguide

## **EXHIBIT B**

### **ACCESS AND MODIFICATION PROCEDURES**

#### **Requests for Access**

In order to gain access to the Equipment, Licensee will contact Owner to request such access. The contact telephone number for Owner is shown below. At the discretion of Owner, Licensee's representatives will either be granted authorization to access the Equipment or be required to be escorted by Owner representatives during such access. Owner's representatives will provide access to Licensee's representatives for timely emergency access to the Equipment during non-business hours, including holidays. As used in the context of this Exhibit B, the term "timely emergency access" shall mean that, should it be necessary for a representative of Owner to travel to the Premises to escort Licensee's representative, Owner shall make such personnel available on site to provide such access as soon as reasonably possible with a degree of urgency that is comparable to that which would apply in similar circumstances where Owner's equipment is involved.

As used herein, the term "representatives" includes employees, agents, contractors, or other authorized representatives of a Party.

#### **Modification Projects**

Licensee will submit to Owner for review and approval in advance certain proposed modifications, upgrades, or replacements of the Equipment. Such changes normally will be considered "Modification Projects" and may require engineering or other analysis activities before being allowed to proceed. Modification Projects requiring approval by the Owner include the following:

##### Equipment on Towers and Structures

- Modifications to existing Equipment other than repair and modifications to existing designs;
- Equipment moves; or
- Equipment replacements with new equipment that is not the same brand and model.

##### Equipment not on Towers and Structures

- Equipment replacements with new equipment that is not the same brand and model; or
- Equipment moves.

Owner's representative will review the proposed Modification Projects and will respond to Licensee within a reasonable time period. Approval by Owner shall not be unreasonably withheld.

### **Routine Work**

Certain routine work activities may be performed by Licensee without advance review and approval by Owner. Routine work activities include the following:

#### Equipment on Towers and Structures:

- Equipment inspections and testing;
- Equipment maintenance;
- Equipment troubleshooting;
- Equipment repairs;
- Equipment replacements with same brand and model; or
- Equipment removals.

#### Equipment not on Towers and Structures:

- Equipment inspections and testing;
- Equipment maintenance;
- Equipment troubleshooting;
- Equipment repairs;
- Equipment replacements with same brand and model;
- Equipment removals; or
- Updating software and firmware.

### **Who May Perform Work**

Licensee must utilize personnel who have been approved by Owner, to perform all work on the Equipment. Additionally, all Licensee representatives performing work on the Equipment shall: (1) be qualified to perform such work under all applicable laws and generally accepted industry practices; and (2) comply with all applicable Owner policies and procedures. Finally, Owner may deny any employee of Licensee, or employee of approved contractor, the right to perform any work on the Equipment if it determines, in its sole judgment, from actual experience, that such employee has not performed work under this Agreement in accordance with generally accepted industry practices or has failed to comply with applicable Owner policies and procedures.

### **Site Emergencies**

In the event of any emergency pertaining to a Tower, Owner may, upon notice to Licensee, temporarily replace, relocate, modify, remove or perform any other work in connection with the Equipment upon or within the Tower. In such event, Owner shall promptly notify Licensee of the work performed within a reasonable time after its performance. Owner will, as soon as practicable under the circumstances, provide notice to Licensee of the occurrence of any emergency which necessitates the temporary replacement, relocation, modification, removal or performance of any other work in connection with the Equipment.

## Costs

Licensee will compensate owner for all costs reasonably incurred associated with Modification including associated administrative and overhead costs, and support provided by Owner's representatives. Upon request by Licensee, Owner will provide formal cost estimates to Licensee before any work is undertaken.

### **Licensee Contact Information:**

Darrell Johnston, Brown County Emergency Manager

Office: 325-643-2828

Cell: 325-203-3188

Email: [Darrell.Johnston@browncountytexas.gov](mailto:Darrell.Johnston@browncountytexas.gov)

### **Owner Contact Information:**

TOCC — Telecommunications Operations Control Center:

Phone: 877.527.2862

Email: [TOCCOPS.1@cra.org](mailto:TOCCOPS.1@cra.org)

(Manned 7 days a week, 24 hours per day)