

## LICENSE AGREEMENT

This License Agreement (the "Agreement" or the "License"), dated this 31st day of October, 2010, between the **City of Galveston, Texas, a body public** (the "Licensor") and **AT&T Mobility, LLC, d/b/a AT&T** (the "Licensee").

Licensor owns a parking lot known as **Tract II** (the "Property") located at Scholes International Airport at Galveston, County of Galveston, State of Texas.

Licensor and Licensee desire that Licensee shall stage disaster recovery operations for the mutual benefit of Licensor and Licensee.

NOW, THEREFORE, for value received and the mutual promises contained in this Agreement, Licensor and Licensee agree as follows:

### **1.10 Venue.**

Venue of any dispute arising out this agreement shall be in Galveston County, Texas.

### **1.1 Premises and Uses.**

(a) Licensor grants unto Licensee the right to use **Tract II as shown on Exhibit A** (the "Site") for the staging of disaster recovery operations.

(b) The Site and other space permitted to be used under this Agreement, such as any roadways or parking areas adjacent to the Site, are collectively referred to herein as the "Premises".

1.2 Access to the Premises. Licensor hereby grants Licensee a right of ingress and egress to the Premises, together with a license to stage Disaster Recovery Operations. Licensee and its authorized representatives shall, at all times, have a right of ingress and egress on a twenty-four (24) hour basis, to and from the Premises and the Premises provided by the Licensor.

1.3 Term. This License Agreement shall commence on January 1, 2011, and run for a term of five (5) years ending December 31, 2015.

1.4 License Fee. The fee for Licensee's use of the Premises shall be one dollar (\$1.00) and other good and valuable consideration.

1.5 Installation. Subject to Licensor's approval, Licensee may install temporary fencing and other equipment on the Premises and may make such alterations as are necessary to

carry out the intended use of the Premises. All improvements (including fixtures) added to the Premises by Licensee, at Licensee's expense, shall remain Licensee's property and shall be removed upon the expiration of this Agreement. No installation work shall be commenced by Licensee until it has given Licensor reasonable advance written notice of the work to be done, together with such assurances as Licensor may reasonably require that the work will not cause material damage or materially interfere with the operation of Licensor's business. Licensee shall be solely responsible for any property damage which results from its use, installation or removal of any of its equipment facilities, and Licensee shall (a) promptly notify Licensor in writing of any such damage, and (b) promptly pay for the cost of any repair, replacement or restoration required.

1.6 Indemnification. Licensee shall indemnify the Licensor and hold it harmless against any claim of liability or loss from personal injury or property damage, which may arise out of Licensee's gross negligence or willful misconduct in connection with the Premises, excepting, however, such claims or damages as may be attributed in whole or in part to the acts or omissions of the Licensor, or its agents, servants and/or contractors. In the event of Licensor's negligence or willful misconduct, Licensor shall so indemnify Licensee, to the extent permitted by applicable law.

1.7 Notices. All notices, requests and other writings required under this Agreement must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the send by like notice):

LICENSEE: AT&T Mobility, LLC  
Director – CRE Portfolio Management  
7159 San Pedro, Suite 202  
San Antonio, TX 78216  
Phone: 210-377-5430  
Fax 210-377-5466  
ATTN: Mr. J. Stephen Sundby

LICENSOR: Scholes International Airport at Galveston  
Galveston, TX 77554  
Phone: 409-741-4609  
Fax: 409-741-4604  
ATTN: Hud N. Hopkins, Airport Director

1.8 Quiet Enjoyment. Licensor covenants and agrees that upon observance and performance of all the covenants, terms and conditions on Licensee's part to be observed and performed, Licensee shall peaceably and quietly hold and enjoy the Premises, the rights and privileges granted for the term demised without hindrance or interference by

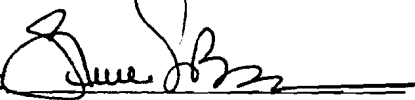
Licensors or any other person and Licensor shall perform all its obligations under this License.

1.9 Governing Law. This License shall be governed and interpreted by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

**LICENSOR**

City of Galveston, Texas

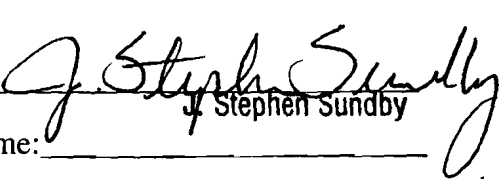
By: 

Name: STEVE LEBLOND

Title: CITY MANAGER

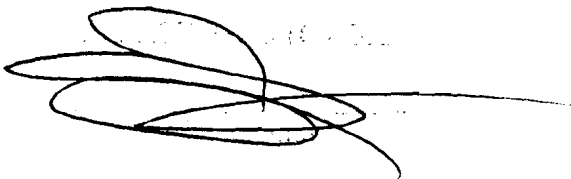
**LICENSEE**

AT&T Mobility, LLC, d/b/a AT&T

By:   
Stephen Sundby

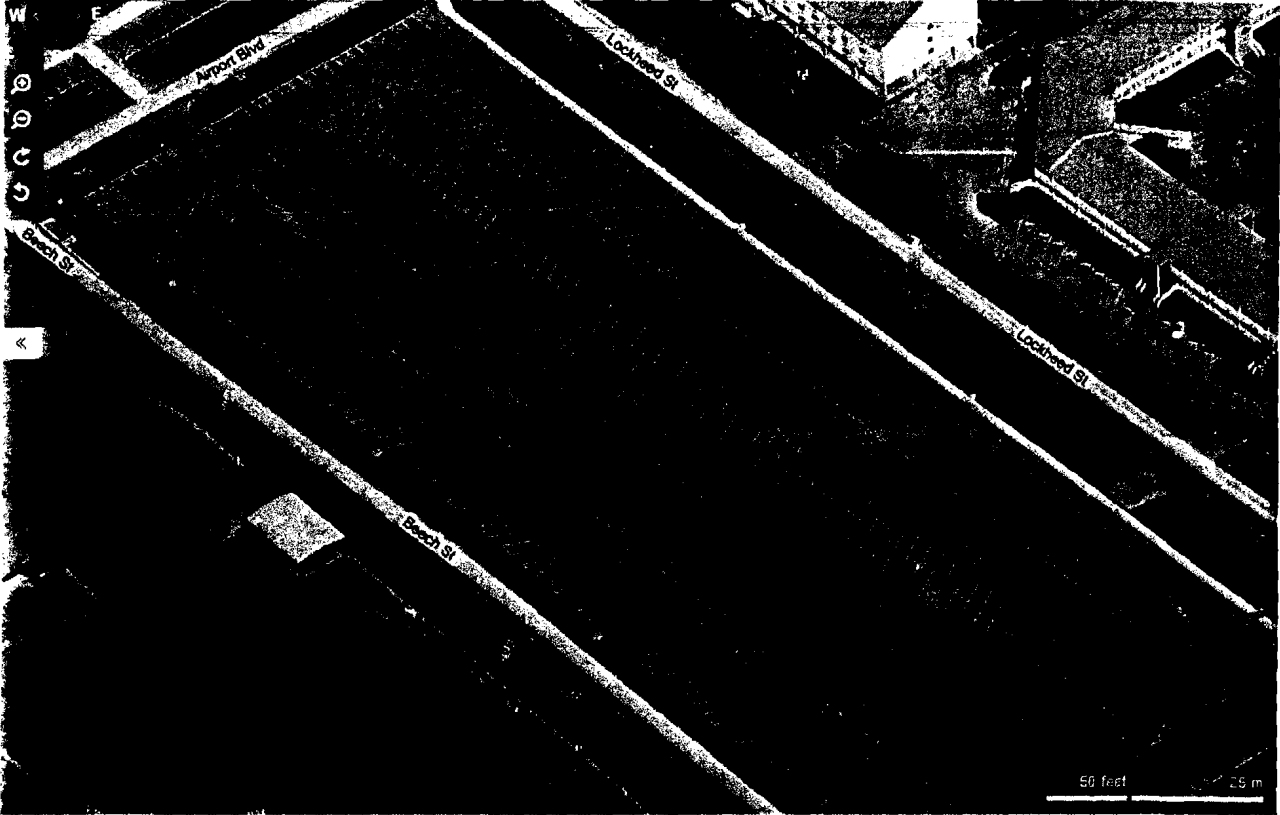
Name: \_\_\_\_\_

Title: DIRECTOR CRE PMT 12/23/2010





Tract II Parking Lot Shown Below:



## **LEASE TRACT II**

DESCRIPTION OF A TRACT OR PARCEL OF LAND CONTAINING 5.0241 ACRES OR 218,850 SQUARE FEET SITUATED IN THE TRIMBLE AND LINDSEY SURVEY, SECTION 1, IN THE CITY OF GALVESTON, GALVESTON COUNTY, TEXAS BEING OUT OF AND A PORTION OF LOTS 186 OF SAID TRIMBLE AND LINDSEY SURVEY, SECTION 1 AND ALSO BEING LOCATED WITHIN THE CITY OF GALVESTON MUNICIPAL AIRPORT. SAID 5.0241 ACRES OR 218,850 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD SET MARKING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT FROM WHICH THE CALLED FOR SOUTHEAST CORNER OF LOT 187 OF SAID TRIMBLE AND LINDSEY SURVEY, SECTION 1 BEARS FOR REFERENCE NORTH 09 DEGREES 50 MINUTES 39 SECONDS WEST, A DISTANCE OF 74.70 FEET;

THENCE SOUTH 26 DEGREES 12 MINUTES 02 SECONDS EAST, A DISTANCE OF 774.78 FEET TO A 5/8-INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND WITH A CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, SUBTENDING A CENTRAL ANGLE OF 08 DEGREES 10 MINUTES 47 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 30 DEGREES 17 MINUTES 26 SECONDS EAST, 27.10 FEET AND HAVING AN ARC DISTANCE OF 27.13 FEET TO A 5/8-INCH IRON ROD SET MARKING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 63 DEGREES 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 269.32 FEET TO A 5/8-INCH IRON ROD SET MARKING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 26 DEGREES 59 MINUTES 40 SECONDS WEST, A DISTANCE OF 801.76 FEET TO A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED WITH "COASTAL SURVEYING" MARKING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 63 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 278.49 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.0241 ACRES OR 218,850 SQUARE FEET OF LAND.