

## **LICENSE**

**THIS LICENSE**, made this 31st day of July, 2025, by and between **THE CITY OF LAREDO, TEXAS**, a municipal corporation, hereinafter designated the “Licensor” and AT&T Enterprises, LLC., a New York Corporation AND SUCCESSOR IN INTEREST to **AT&T CORP**, hereinafter designated the “Licensee.” Licensor and Licensee may hereafter be referred to collectively as “Parties.”

## **WHEREAS**

**WHEREAS**, In May of 2024, AT&T Corp. through an internal merger, merged into a newly formed entity, AT&T Enterprises, LLC. And by executing this License extension, the City of Laredo accepts the transfer as being in compliance with paragraph 35 of the Existign Agreemetns referenced below; and

**WHEREAS**, Licensor, to pursuant an Agreement first executed on July 2, 2012 and most recently extended and modified on July 31, 2020 (“Existing Agreements”) which granted to Licensee one (1) innerduct ( hereinafter referred to as “Existing Duct”) in the Juarez Lincoln Bridge “Bridge” and appurtenant buildings, passages and manholes owned by the Licensor between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America hereinafter referred to as Premises; and

**WHEREAS**, Licensee agrees that it will pay the annual rent on each duct for as long as Licensee is occupying each duct, at the rates agreed to in this Agreement for 2025 Duct Agreement; and

**WHEREAS**, Licensor seeks to grant Licensee the rights it seeks, including the right to terminate the Existing Agreements on the certification of the Existing Duct being returned as described above; and

**WHEREAS**, the Parties further agree that they seek to enter into this new License for the “2025 Duct” on the identical terms of the Existing Agreements until those terms would have expired naturally and then on the extension terms that are outlined herein; and

**NOW THEREFORE THE PARTIES AGREE AS FOLLOW:**

**AGREEMENT**

1. The Licenser, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant non-exclusive permission unto the Licensee to use the following described premises and property situated in the Juarez Lincoln Bridge "Bridge" and appurtenant buildings, passages and manholes owned by the Licenser between the City of Laredo, Texas, USA and the International Boundary line between Mexico and the United States of America hereinafter referred to as Premises:

One (1) innerduct ("2025 Duct") in a shared duct system in the Juarez Lincoln Bridge infrastructure together with sufficient and suitable right of access thereto and sufficient and suitable space in various slicing chambers thereof; for the installation, maintenance, repair and operation of cables, not to exceed 6 inches in diameter therein; the location of said duct and other detail being set forth on the Diagram attached hereto as Schedule "A" forming a part hereof.

3. All Parties acknowledge that it shall be the Licensee's sole responsibility, and at Licensee's sole cost to independently secure any right of access required by the Licensee in, through or on the Mexico side of the Bridge and areas within the United States not specifically conferred in this License.

4. All Parties further acknowledge that this License is not a franchise pursuant to Texas Transportation. Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Licenser.

5. All Parties further agree the Licensee shall pay for both ducts while Licensee is occupying both ducts. Upon completion of transitioning to the 2020 Duct, License shall be allowed to terminate without penalty and shall not be required to pay the annual rent listed below in Section 6, on the returned Existing Duct.

**TERM, RENT AND RENEWAL**

5. Term: The term of the permission herein granted shall be for a period of five (5) years commencing at twelve (12:00) am on the 1st day of August 2025 and ending eleven fifty nine (11:59) p.m. on the 31<sup>st</sup> day of July, 2030.

6. Annual Fees: Licensee hereby covenants and agrees to pay both an annual fee per duct plus the annual right-of-way fee (collectively referred to as "Annual Fees") in advance, upon execution of this instrument, and on the same date each succeeding year thereafter as set forth respectively in the table below.

Year Commence	Term on	Annual Fee Per Duct	Right-of-Way Fee	Total Fee
2025	August 1.	\$40,912.50	555.5' @\$14.42=\$8,010.33	\$48,922.83
2026		\$42,958.12	555.5' @\$15.14 =\$8,410.27	\$51,368.39
2027		\$45, 106.03	555.5' @\$15.90 =\$8,832.45	\$53,938.48
2028		\$47,361.33	555.5' @\$16.70 =\$9,276.85	\$56,638.18
2029		\$49,729.40	555.5' @\$17.53 =\$9,741.30	\$59,470.70

- a) Licensee shall also include a certification with the payment that this amount is no lower than the fee it, or any of its subsidiaries, pays for the use of a single duct to cross any international bridge in the state of Texas.
- b) The Parties further agree that the Licensee currently occupies five hundred and fifty five and one-half (555.5) linear feet, per Duct. Finally, the Parties agree that unless prohibited by law, the Annual Fee Per Duct and the linear rights-of-way foot fee shall increase by five percent (5%) every year this License is in effect.
- c) Nothing in this License shall be read to prevent the Parties from expanding the number of ducts or linear feet of rights-of-way occupied by Licensee on comparable terms as agreed here.

7. The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Licensor and without limiting the generality of the foregoing, acknowledges its liability to pay any federal tax, state tax, or local tax which might be applicable and due including ad valorem taxes, municipal realty taxes or other rates and charges, if any, levied or imposed on or with respect to Licensee's use of said duct.

8. The Licensee covenants and agrees that, without prejudice to any other remedy on behalf of the Licensor, interest on fees and other payments payable by or recoverable from the Licensee at the rate of fifteen percent (15%) per annum if such fees or other payments are not paid or made when due.

### **EARLY TERMINATION**

9. It is further understood and agreed by and between the Parties hereto that the licenses and permissions herein granted may be terminated by either party upon six (6) months written notice to the other and the Licensee shall remove, at Licensee's expense, its cables and equipment prior to such termination date; provided that if the Licensee fails to remove the same aforesaid, the Licensor may remove such cables and equipment and the direct expense of such removal shall be paid by and recoverable from the Licensee forthwith on demand. In the event of any such early termination, the annual fee for the use of the duct and rights-of-way shall be prorated accordingly, but only after any fees owed to Licensor for removal of Licensee's equipment have been deducted.

10. This License may be terminated in whole or in part by Licensee immediately upon given written notice to Licensor of:

- a) A required governmental certificate, permit, license or other approval being canceled; or
- b) Any other action that affects the continuance of the License, so long as such cancellation or action is not the result of any act or omission by Licensee;
- c) Licensor breaches a representation or warranty contained in this License.

11. It is further understood and agreed by and between the Parties hereto that if the Licensor or Licensee at any time exercises their power to:

- a) Terminate this agreement;
- b) Demand the removal of the Licensee's cables and equipment; or
- c) Revoke the permission granted herein,

neither the Licensor nor Licensee shall be liable to pay compensation for any loss, costs or damages, including consequential damages, other than the removal costs provided for above, which may be incurred by the Licensee or Licensor or any person make such claims under the License by reason of such termination, demand, or revocation.

12. If this License is terminated at a time other than on the last day of the term year, annual fees shall be prorated as of the date of termination and all prepaid annual fees shall be refunded to the Licensee if the termination is brought about by the actions of Licensor. If the termination is brought about by the Licensee, then such prepaid refund shall not apply, except in instances where Licensor is in default of this Agreement. Furthermore, rent shall be owed until Licensee has removed from the bridge all of its equipment.

### **HOLD OVER STATUS**

13. It is agreed that in the event of the Licensee herein holding over after the termination of the Term of this Agreement, the License shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The payments for such holdover status will be at rates that are equal to the last year of the agreement's term, increased by ten percent (10%) for each year of the holdover. Either party, upon three months prior written notice, may terminate the Agreement operating in a hold over status.

### **USE OF PREMISES**

14. Licensee shall use the Premises for any lawful purpose. Still, the Parties recognize that Licensee intends to employ the premises for the deployment of telecommunications cabling and must obtain Licensor permission before any other activity takes place. Such permission shall not be unreasonable withheld or delayed by Licensor.

15. Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

### **LICENSOR'S OBLIGATIONS TO REPAIR BRIDGE**

16. It is understood and agreed that if the premises hereby licensed shall be damaged or destroyed in whole or in part during the term thereof, the Licensor will repair and restore the

same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall be abated entirely until the said premises have been so repaired and restored.

17. It is further understood and agreed that the Licensor will maintain and repair the premises hereby licensed at its own expense. This duty shall be and remain during the Term of this License to keep the premises in a safe, suitable and proper condition for receiving and carrying the Licensee's said cables and so as to permit the proper operation of such cables therein. Provided, however, that in the event of total or substantially total damage to or destruction of the Bridge in whole or in part, such that repairs may not reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, and paragraph 11 (Early Termination) hereof shall apply. In case Licensor does not repair the premises in such 30 days term, Licensee will be entitled to stop paying the annual fees until the reparation is made by Licensor or at its option terminate this agreement with no responsibility.

## **LIMITATION OF LICENSOR'S LIABILITY**

18. The Licensor shall not be responsible or liable to the Licensee for any loss or damage to persons or property that may be occasioned by or through the acts or omissions of persons occupying adjoining ducts. Nor shall the Licensor be responsible or liable to the Licensee or its agents or employees for any loss or damage unless such loss or damage shall be caused by willful and intentional act or negligence of the Licensor or its agents or employees. The Licensor shall not be responsible or liable for any loss or damage to persons or property occasioned by the negligence of the Licensee or its agents or employees, the Licensee hereby agrees to accept full responsibility therefore and to reasonably indemnify Licensor as provided below against any claims that might arise from such actions.

19. Damage to or destruction of Licensee's property shall not be made the responsibility of Licensor, its agents, contractors, officers or employees, unless such damages are caused by Licensor, its agents, contractors, officers or employees' negligence or intentional acts.

20. In the event that a third party damages, by any means, the property of the Licensee, the Parties agree that the Licensor shall provide to the Licensee, upon written request, any relevant documentation or data in its possession, which is publicly available and necessary for the Licensee to legally proceed against such third party.

## **OPERATIONAL RIGHTS**

21. Subject to the approval of the Licensor, which approval shall not be unreasonably held or delayed, Licensee and its employees, servants, agents and contractors shall have the right to escorted ingress and egress without charge to the said bridge and appurtenant buildings twenty-four (24) hours per day, seven (7) days per week. In cases of emergency, Licensee shall use commercially reasonable efforts to notify Licensor of the need to access bridge and appurtenant buildings prior to entering same for the purpose of repairs.

## **RELEASE/INSURANCE/INDEMNIFICATION**

22. It is further understood and agreed by and between the Parties that by the execution of this agreement, the Licensee does hereby expressly and completely hold harmless, indemnify and release the Licensor from any and all liabilities, suits, claims and demand (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which at any time might be exerted by the Licensee arising out of the existence, use, repair, maintenance or removal of its cables, provided that any such liability, suit, claim or demand does not arise wholly from the Licensor's willful and intentional act or negligence.

23. The Licensee further covenants and agrees to indemnify and save harmless Licensor from and against all loss, costs or damages which the Licensor may suffer all claims or actions which may be made or brought against the Licensor by reason of said cables, their construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, provided that any such loss, costs, damages, claims or actions do not arise from the willful and intentional act or negligence of Licensor.

24. Licensee, prior to commencing any installation, repair, or maintenance work on the Premises, shall provide a certificate of insurance evidencing that Licensee carries all insurances required herein in amounts no less than those outlined below:

- a) Commercial General Liability insurance per ISO form CG 00 01 or equivalent with limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for a period of two (2) years after the construction work has been completed.
- b) Workers Compensation insurance at statutory limits, including Employers Liability coverage with limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-employee/\$1,000,000 by disease policy limit.
- c) Commercial Automobile Liability insurance at combined single limits of \$1,000,000 per accident for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- d) Builders Risk coverage as follows:
  - 1) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.
  - 2) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

25. With reference to the foregoing insurance requirement, Lessee shall include in applicable insurance policies that:

- a) The City of Laredo is an additional insured by endorsement as respects this Agreement with respect to General Liability and Automobile Liability.
- b) All required liability policies shall contain no cross-liability exclusions nor insured versus insured restrictions.
- c) A waiver of subrogation against The City of Laredo shall be contained in required liability policies.
- d) All insurance policies, which include The City of Laredo as an additional insured, and must be endorsed to read as primary coverage regardless of the application of other insurance.
- e) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- f) Licensee may maintain reasonable and customary deductibles.
- g) Insurance must be purchased from insurers that are rated at least A-VII by AM Best.

26. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or Licensee's broker authorized to bind coverage on the Licensee's behalf and shall include the required endorsements along with the certificates of insurance.

27. Licensee shall provide at least 30 days advanced written notice to The City of Laredo of any cancellation or non-renewal of any required covered that is not replaced.

### **COMPLIANCE WITH LAW**

28. Licensee acknowledges that it shall be the Licensee's sole responsibility and at Licensee's sole cost to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on, to or through said Bridge.

### **HAZARDOUS SUBSTANCE INDEMNIFICATION**

29. Licensee warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and that it will not store or dispose on the Premises, nor transport to or over the Premises, any Hazardous Substance in violation of law.

a) "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

### **INSPECTION**

30. As the bridge in question is part of an International Border facility with all the risks that are associated therewith, notwithstanding any provision of this License to the contrary, Licensor retains the right to enter upon the licensed property upon twenty-four (24) hours' notice to Licensee, and assuming no obligation to Licensee, to remove any unauthorized improvements or alterations thereof, whenever such removal is deemed necessary by Licensor for (a) exercising Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

### **DEFAULT AND CURE**

31. The following shall be events of default:

- a) Licensee fails to make any payment or provision of Annual Fees or any other sums to Licensor when due, and does not cure such default within thirty (30) days after written notice from Licensor;
- b) Licensee fails to meet or perform any other covenant or condition of this License and does not cure such other default within forty-five (45) days after written notice from Licensor specifying the default complained of;
- c) Licensee abandons or vacates the Premises without paying annual fees;
- d) Licensee is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

32. If a non-monetary default may not reasonably be cured within a forty-five (45) day period, this License may not be terminated if the defaulting party commences action to cure



the default within such forty-five (45) day period and proceeds with due diligence to fully cure the default.

33. In the event of a default, Licensor shall have the right, at its option, in addition to and not exclusive of any other remedy Licensor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

a) Declare this License at an end, in which event Licensee shall immediately pay Licensor a sum of money equal to the total of:

1) The amount of the unpaid annual fees accrued through the date of termination;

2) The amount by which the unpaid annual fees reserved for the balance of the term exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided (net of the reasonable costs of such reletting); and

3) Any other reasonable amount necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under the License; provided, however, nothing contained herein shall in any way limit Licensor's duty to mitigate its damages, or

b) Without terminating this License, re-license the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as Licensor may deem advisable, and any monies received from such re-licensing shall be applied first to the expenses of such re-licensing and collection, including reasonable attorneys' fees, any commissions paid, and thereafter toward payment of all sums due or to become due Licensor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay Licensor any deficiency monthly, notwithstanding that Licensor may have received rental in excess of the annual fees stipulated in this License in previous or subsequent months, and Licensor may bring an action therefor as such monthly deficiency shall arise.

34. No re-entry and taking of possession of the Premises by Licensor shall be construed as an election on Licensor's part to terminate this License, unless written notice of such intention is given to Licensee by Licensor. Notwithstanding any re-licensing without termination, Licensor may at any time thereafter elect to terminate this License for such previous breach.

### **SUCCESSOR, ASSIGNS and MISCELLANEOUS**

35. It is further understood and agreed by and between the Parties hereto that this agreement shall be binding upon and endures to the benefit of the Parties hereto and their respective successors and permitted assigns (it being acknowledged that the Licensor may not arbitrarily withhold its consent to any sublicensing or assignment of the permission granted herein), that this License consists of and incorporates the main body and the attached Schedule "A", and that words importing the masculine gender and the plural, as the case may be, and vice versa, respectively.

### **NOTICES**

36. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:	City of Laredo 1102 Bob Bullock Loop Laredo, Texas 78045 Attn: City Attorney and Telecommunications Director
With a copy to:	Gerard Lavery Lederer. Best Best & Krieger 1800 K Street NW, Suite 725 Washington, DC 20006 Gerard.Lederer@BBKlaw.com
If to Licensee:	AT&T Corp Right-of-Way Department 161 Inverness Drive Englewood, CO 80112
With a copy to:	AT&T Services, Inc. Law Department 208 S. Akard Street Dallas, TX 75202 Attention Assistant Vice President – Senior Legal Counsel - Network

#### **AUDIT AUTHORITY**

37. Licensee shall be responsible for providing to Licensor all records necessary to confirm the accurate payment of rent due under the License.

38. INTENTIONALLY OMITTED.

39. INTENTIONALLY OMITTED.

40. Licensor's audit expenses shall be borne by the Licensor unless the audit discloses an underpayment of more than five percent (5%). In the event the underpayment is greater than five percent (5%), the costs of the audit shall be borne by Licensee. Any additional amounts and audit expenses due to Licensor as a result of the audit shall be paid within thirty (30) days following written notice to the Licensee of the underpayment, which notice shall include a copy of the audit report.

## **PRIORITY USE**

41. This License is made expressly subject and subordinate to the present and future right of the Licensor, its successors, assign, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities or facilities, franchised public utilities, roads or streets, on, beneath or above the surface of the licensed property described in Schedule A; provided, however, that Licensor shall endeavor to ensure that such improvements do not interfere with or destroy Licensee's use of the licensed property. Other than in the case of an emergency, Licensor shall give the Licensee 45 days prior notice of improvements that impact the operations of Licensee.

42. Nothing in this License shall be construed to limit, in any way, the power of the Licensor to widen, alter, or improve the licensed property subject to this License, pursuant to official action by the governing body of the City of Laredo, or its successors.

- a) Licensor agrees to coordinate with Licensee to the extent practicable, but with each party bearing its own costs so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

SIGNATURE PAGE TO FOLLOW

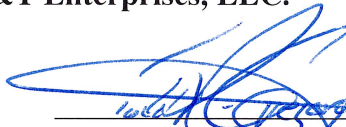
IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement in accordance with law.

**LICENSOR:**  
**THE CITY OF LAREDO, TEXAS, USA**

BY: \_\_\_\_\_  
Robert Eads  
CITY MANAGER

**LICENSEE:**  
**AT&T Enterprises, LLC.**

BY: \_\_\_\_\_

  
Todd R. Gregory

ATTEST:

\_\_\_\_\_  
BY: MARIO MALDONADO, JR  
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN  
CITY ATTORNEY

\_\_\_\_\_  
BY: DOANH "ZONE" T. NGUYEN

STATE OF TEXAS  
COUNTY OF WEBB

Before me, the undersigned, a Notary Public in and said County and State, on this \_\_\_\_ day of \_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the City of Laredo to the foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

Given under my hand and seal of office of the day and year last above written.

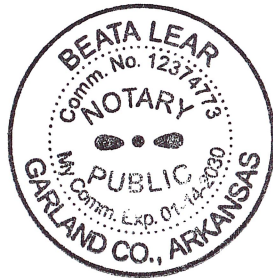
\_\_\_\_\_  
Notary Public

(seal)

STATE OF Arkansas  
COUNTY OF Garland

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of May, 2025, personally appeared Todd Gregory, to me known to the identical person who subscribed the name of AT&T Enterprises, LLC to the Foregoing License as its identical person and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



(seal)

Beata Lear  
Notary Public