

RESOLUTION NO. 630

AN RESOLUTION ACCEPTING THE REVISED LEASE TERMS FOR A CERTAIN GROUND LEASE WITH CINGULAR WIRELESS FOR A LEASE AMENDMENT TO BE DRAFTED AND CONSIDERED BY THE BOARD OF ALDERMEN.

WHEREAS, in 2004, pursuant to Ordinance No. 1572, the City entered into a ground lease with Southwestern Bell Wireless, LLC d/b/a Cingular Wireless (the “Lessee”) for use of a portion of City property, located at 3939 S. Lindbergh Blvd., for a telecommunications tower (the “Lease”); and

WHEREAS, in 2012, the City entered into a first amendment to the Lease to extend the Lease term to add two additional five-year terms and amend the rent obligations among other items; and

WHEREAS, Crown Castle approached the City regarding amending the Lease to include additional leased space for Lessee’s use and negotiated additional compensation to the City for the same; and

WHEREAS, Crown Castle desires acceptance by the City of the revised lease terms and upon receipt of such acceptance shall draft a lease amendment for the City’s consideration and approval; and

WHEREAS, after negotiation with Crown Castel and review of the revised lease terms as provided by Crown Castle and as shown on Exhibit 1, the Board desires to accept the same and authorize the Mayor to execute Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ALDERMEN ACCEPTS THE REVISED LEASE TERMS AS SHOWN ON EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN, AUTHORIZES THE MAYOR AND/OR HER DESIGNEE TO EXECUTE EXHIBIT 1, AND AUTHORIZES THE CITY ADMINISTRATOR TO SEND A COPY OF THIS ORDINANCE AND THE EXECUTED EXHIBIT 1 TO CROWN CASTEL FOR CROWN CASTLE TO DRAFT A FORMAL LEASE AMENDMENT FOR CONSIDERATION AND APPROVAL BY THE BOARD OF ALDERMEN.

PASSED by the Board of Aldermen this 14th day of June, 2022

Mayor

(seal)

ATTEST:

City Clerk/City Administrator

EXHIBIT 1



Joan Javier
The Lyle Company
3140 Gold Camp Drive #30
Rancho Cordova, CA 95670
Tel: (916) 275-5626
Fax: (888) 566-0110

An Authorized Vendor of
Crown Castle



Crown Castle
8020 Katy Freeway
Houston, TX 77024

May 27, 2022

Lease Amendment Terms: EDDIE & PARK – Business Unit Number 841738

- 1. Additional Lease Area: Lessor shall lease to Lessee an additional one hundred twelve (112) square feet of real property as generally depicted on Exhibit A below ("Additional Lease Area"). The Lease Amendment will modify the existing lease area to include the Additional Lease Area.
2. Additional Rent: Lessee shall pay Two Hundred Eighty-Six and 66/100 Dollars (\$286.66) per month ("Additional Rent") for the Additional Lease Area. The Additional Rent will commence on the first day of the first month following construction start on the Additional Lease Area. The Additional Rent will escalate at two percent (2%) annually during the current term and any future renewal terms of the Lease.
3. Fence Replacement: Lessee will install new composite fencing at the tower site.
4. Sprinkler Communication Lines: Lessee shall be responsible for any damage to sprinkler communication lines in the immediate vicinity of the tower site due to any construction work necessary for the AT&T generator installation.
5. Right to Terminate the Additional Lease Area: Lessee shall have the right to terminate its lease of the Additional Lease Area with thirty (30) days' notice to Lessor for any reason. Lessee will vacate the land and restore it to its original condition prior to Lessee's use, subject to normal wear and tear. Lessee will have no further obligation to pay the Additional Rent should the lease of the Additional Lease Area be terminated.
6. All other Lease terms will remain the same.

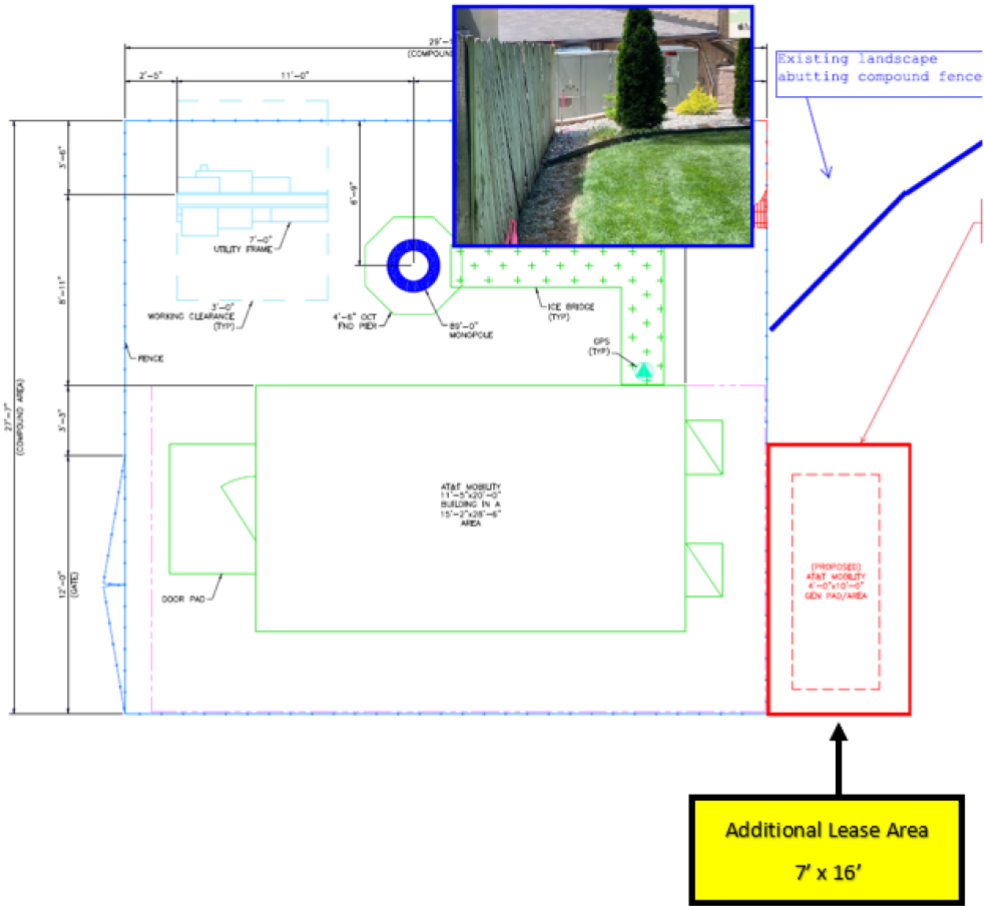
Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing below.

Lessor: City of Sunset Hills, a municipal corporation

Signature Title Date

EXHIBIT A



Notes:

1. Exhibit A may be replaced by a survey.
2. The location of the lease area is an approximation only, and is subject to adjustment by Lessee and approval by Lessor.
3. The above sketch is not to scale.
4. The above sketch does not depict the access and utility easements. The size and location of the access and utility easements will be included in the survey.

Lessor Initials: _____