



Contract Number

04-1263 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Western Summit Enterprises, Inc.
Contractor Representative	Debbie Whiting
Telephone Number	661-945-5448
Contract Term	12/1/2005 – 5/31/2026
Original Contract Amount	\$500,253.00
Amendment Amount	\$283,278.88
Total Contract Amount	\$783,531.88
Cost Center	1200304042
GRC/PROJ/JOB No.	54001927
Internal Order No.	

Briefly describe the general nature of the contract: Amendment No. 2 to Lease Agreement No. 04-1263 with Western Summit Enterprises, Inc. to add one antenna with additional lease fees to commence on the earlier of antenna installation or June 1, 2021, extend the term of lease for five years for the period of June 1, 2021 through May 31, 2026, following a permitted holdover from December 1, 2020 to May 31, 2021, adjust the rental rate schedule for the extended term, and add two five-year options to extend the term of the lease for the **Innovation and Technology Department** (formerly known as the Information Services Department) at the Turquoise Mountain Communication Site near Baker

FOR COUNTY USE ONLY

Approved as to Legal Form

► See signature page

Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Jim Miller, Real Property Manager, RESD

Date _____

SECOND AMENDMENT TO ANTENNA SITE LEASE AGREEMENT

This SECOND AMENDMENT TO ANTENNA SITE LEASE AGREEMENT ("Second Amendment") dated as of the date the last of the parties executes this Second Amendment is entered into by and between Western Summit Enterprises, Inc., a California corporation d.b.a. Mountain Investments ("Lessor") and County of San Bernardino ("Lessee").

RECITALS

A. Whereas, Lessor and Lessee entered into an Antenna Site Lease Agreement that was fully executed on December 14, 2004 with a term that commenced on December 1, 2005, as amended by the First Amendment to Antenna Site Lease Agreement with an effective date of January 1, 2018 that was fully executed on January 26, 2018 (collectively, the "Lease"), whereby Lessor leases to Lessee and Lessee leases from Lessor the right to install and operate certain "Site Equipment" on a certain "Antenna Site," located on a portion of the Lessor's Property located at Turquoise Mountain, near Baker, California as such terms are defined in the Lease.

B. Whereas, the term of the Lease expired on November 30, 2020, and with Lessor's consent, the Lease has continued on a month-to-month holdover.

C. Lessee desires to modify its Site Equipment at the Antenna Site as depicted on Exhibit C attached to this Second Amendment by adding one (1) six-foot microwave dish antenna at the approximately 10-ft level CL on the 40-ft guyed tower ("Site Equipment Change") and Lessee and Lessor desire to extend the term of the Lease following said holdover for an additional five (5) years.

D. Lessee and Lessor desire to amend the Lease on the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Paragraph 3 of the Lease is hereby replaced in its entirety with the Paragraph 3 that follows:

3. Term.

(a) Permitted Holdover. The parties acknowledge and agree that term of the Lease has continued on a permitted month-to-month holdover for the period from December 1, 2020 through May 31, 2021 at a monthly fee of \$3,688.88.

(b) Extended Term. Effective as of June 1, 2021, the term of this Lease shall be extended for five (5) years commencing on June 1, 2021 and ending on May 31, 2026.

(c) Options to Extend Term. Lessee shall have two (2) options to extend the term of the Lease for five (5) years each on the same terms and conditions as this Lease, including the monthly fee, (each an "extended term") by providing notice to Lessor at any time prior to the expiration of the then existing term or during any holdover.

(d) This Lease is deemed subordinate to the BLM grant and in the event of any conflict between the terms and provisions of the BLM grant and the terms and provisions of the Lease, the terms and provisions of the BLM grant shall control. Thus, for example, termination of the BLM grant (for any reason beyond the reasonable control of Lessor) prior to expiration of the term of the Lease as provided in Section 3 of the Lease or as extended pursuant to Section 3 of the Lease shall terminate the lease.

2. To reflect the site Equipment Change, effective as of the date of this Second Amendment, Lessor agrees that Lessee's Site Equipment as set forth in the existing Exhibit C to the First Amendment to the Lease, shall hereby be deleted in their entirety and shall be replaced with Exhibit C attached to this Second Amendment hereto and incorporated herein by reference.

3. Paragraph 4(a) of the Lease is hereby replaced in its entirety with the Paragraph 4 that follows:

4. Payments:

A. Effective on June 1, 2021, Lessee shall pay to Lessor as consideration for this Lease the sum of Four Thousand Ninety-Nine and 00/100 Dollars (\$4,099.00) per month ("Fee"). The Fee shall increase on June 1, 2022 and on each anniversary thereafter by three percent (3%). as more specifically set forth below:

Lease Year	Monthly Fee Payments
June 1, 2021 thru May 31, 2022	\$4,099.00
June 1, 2022 thru May 31, 2023	\$4,221.97
June 1, 2023 thru May 31, 2024	\$4,348.63
June 1, 2024 thru May 31, 2025	\$4,479.09
June 1, 2025 thru May 31, 2026	\$4,613.46

4. This Second Amendment may be executed in counterparts, each of which shall be deemed an original as against the party signing such counterpart, but together shall constitute one and the same instrument.

5. Except as otherwise expressly amended in this Second Amendment, all other terms and conditions of the Lease shall remain in effect as written therein. In the event of inconsistency or discrepancy between the Lease and this Second Amendment, the terms and conditions of this Second Amendment shall control.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date written below.

COUNTY OF SAN BERNARDINO

**WESTERN SUMMIT ENTERPRISES, INC.
D/B/A MOUNTAIN INVESTMENTS**

By: _____
Curt Hagman, Chairman
Board of Supervisors

By: _____
Christopher Killian

Title: President

Date: _____

Date: 9/1/2021

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng,
Deputy County Counsel

Date: 3/25/2021