

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
03-200 A-1

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5252

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
GRC/PROJ/JOB No.
Internal Order No.

American Tower Asset Sub, LLC
Maeve Carrol
(781) 926-6939
3/27/03 – 3/26/2023
\$421,460.00
\$ 84,382.00
\$505,842.00
1200304020
54001694

Briefly describe the general nature of the contract:

This amendment is for a period of two years, nine months remaining in the third extended term which will expire March 26, 2023 and provides for the replacement of the two County-owned antennas on the American Tower Asset Sub, LLC-owned (ATAS) tower with one (1) six foot microwave dish antenna at 60' above ground level and one Omni db Spectra dipole antenna at 104' above ground level and the additions of rack space rent for the continued occupancy of approximately 100 square feet of equipment space within the ATAS-owned equipment shelter at the Afton Mountain Communication Site near Baker, CA. Annual rent will increase \$1,968.00 upon the earlier of the County's commencement of the installation of equipment on the tower or September 1, 2020.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Please see signature page
Agnes I. Cheng, Deputy County Counsel

Date

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Jim Miller, Real Property Manager, RESD

Date

6-16-2020

FIRST AMENDMENT TO TOWER ATTACHMENT LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain Tower Attachment License Agreement dated February 25, 2003 by and between Tower Asset Sub, Inc. and County of San Bernardino, (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower Asset Sub, LLC, a Delaware limited liability company, as successor-in-interest to Tower Asset Sub, Inc. (the "Licensor") and County of San Bernardino (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower ("Tower") on a certain parcel of leased land located at 44991 Afton Canyon Road, Baker, CA 92309-9600 more commonly known to Licensor as the Afton CA 1 tower site (the "Tower Property"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Property ("Tower Premises"); and

WHEREAS, Licensee desires to modify its equipment at the Tower Premises ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment, the current Fee payable under the Agreement shall be increased as set forth herein; and

WHEREAS, on or about June 14, 2017 ("Shelter Acquisition Date"), Licensor became the owner of a certain communications shelter ("Shelter"), as more particularly set forth in Exhibit "F," on a certain parcel of leased land located at 45001 Afton Canyon Road, Baker, CA 92309-9600 more commonly known to Licensor as the Afton CA 1 shelter site (the "Shelter Property"), as more particularly set forth in Exhibit "G"; and

WHEREAS, Licensee had entered into an agreement with the prior owner of the Shelter for the use of a certain portion of the Shelter, comprising two (2) racks ("Shelter Premises"), as more particularly set forth in Exhibit "H", which agreement expired on April 9, 2016 but has continued on a holdover term; and

WHEREAS, the Parties desire to set forth the terms of Licensee's continued use of the Shelter Premises, which shall supersede the terms of Licensee's prior agreement for the Shelter Premises.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Tower Premises

- 1) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment on the Tower Premises for a final installed configuration pursuant to Exhibit D-1.
- 2) Licensor and Licensee agree and acknowledge that Exhibit D to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit D-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit D-1 and Licensee's equipment information set forth in Exhibit D to the Agreement, the Exhibit D-1 shall control.
- 3) Licensor and Licensee agree and acknowledge that as of the date this First Amendment is fully executed, Licensee's site plan set forth in Exhibit A-1 of the Agreement shall hereby be deleted in its entirety and shall be replaced with Exhibit A-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-2 and Licensee's site plan set forth in Exhibit A-1 of the Agreement, the Exhibit A-2 shall control.
- 4) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment on the Tower Premises or ii) September 1, 2020 ("Modified Equipment Fee Commencement Date"), the Fee shall be increased by One Thousand Nine Hundred Sixty-Eight and 00/100 Dollars (\$1,968.00) per year ("Modified Equipment Increased Fee"). The Modified Equipment Increased Fee for any fractional year at the beginning or end of the period shall be appropriately prorated.

Shelter Premises

- 5) Paragraph 1 of the Agreement is hereby added to include the following at the end of the existing paragraph:

Effective as the Shelter Acquisition Date, Licensor hereby grants to Licensee a License to install, maintain, and operate Licensee's wireless communications equipment and appurtenances in a shelter owned by Licensor, more particularly described in Exhibit "F" attached hereto ("Shelter"), which is located on a certain real property leased by Licensor, more particularly described in Exhibit "G" attached hereto ("Shelter Property"); (the space occupied by Licensee in the Shelter hereinafter shall be referred to as the "Shelter Premises"), as shown on Exhibit "H" attached hereto. Subject to the limitations contained in that certain Prime Lease for the Shelter Property, Licensor also grants Licensee rights of ingress, egress, and utilities to the Shelter Premises twenty-four (24) hours per day, seven (7) days per week for the remainder of the existing term and any Renewal Terms. The fees due for the Shelter Premises shall be included within the fees paid by Licensee to Licensor for the Tower Premises. The Parties

affirm that, as of the date of this First Amendment, there are no outstanding fees or other sums due from Licensee to Licensor for the Shelter Premises.

- 6) The term of the Agreement for the Shelter Premises shall run concurrently with the term for the Agreement for the Tower Premises. As of the date of this First Amendment, the term of the Agreement is scheduled to expire on March 26, 2023. The Parties affirm that, pursuant to Paragraph 4, one Renewal Term of five-years remains.

Miscellaneous

- 7) The term "Premises" as used in this Agreement shall collectively refer to the Tower Premises and the Shelter Premises and the term "Property" as used in this Agreement shall collectively refer to the Tower Property and the Shelter Property.
- 8) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 9) All other terms and provisions of the Agreement remain in full force and effect. In the event of conflict between the Agreement and this First Amendment, the terms of this First Amendment shall control.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: Afton CA 1 / 302286

Licensor Contract Number: SSI28980

Licensee Site Name/Number: N/A / N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain Tower Attachment License Agreement as of the day and year written below:

LICENSEE:

County of San Bernardino

LICENSOR:

American Tower Asset Sub, LLC, a
Delaware limited liability company



Curt Hagman, Chairman of the
Board of Supervisors

By: _____

Name: _____

Title: _____

Date: JUL 14 2020

Date: _____

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

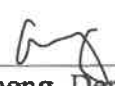
LYNNA MONELL, Clerk of the Board of
Supervisors

By:  Deputy

Date: JUL 14 2020

Approved as to Legal Form:

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

By: 
Agnes Cheng, Deputy County Counsel

Date: 4/24/20

Licensor Site Name/Number: Afton CA 1 / 302286

Licensor Contract Number: SSI28980

Licensee Site Name/Number: N/A / N/A

EXHIBIT D-1

Exhibit D-1						
Customer Name: COUNTY OF SAN BERNARDINO		ATC Asset Name: Afton CA 1		ATC Asset #: 302286		
Customer Site Name: N/A				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 100.00'	Primary Contiguous Lease Area		L:10.00'	W:10.00'	H: Sq. Ft: 100.00
ATC Building				10.00'	10.00'	N/A 100.00
Outside Primary Lease Area				N/A	N/A	N/A Sq. Ft: N/A
BACKUP POWER REQUIREMENTS						
Generator: N/A	Capacity(KW): N/A	Fuel Tank Size(gal): N/A	Fuel Type: N/A	Fuel Tank Setback(radius): N/A		
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A		ERP(watts): N/A		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	OMNI	DISH-HP	N/A	N/A	N/A	N/A
Manufacturer	dbSpectra	Andrew Microwaves	N/A	N/A	N/A	N/A
Model #	DS7C06P36U-D	HP6-107	N/A	N/A	N/A	N/A
Dimensions HxWxD	100.8" x 2.5" x 2.5"	6.00' x 6.00' x 0.0'	N/A	N/A	N/A	N/A
Weight(lbs.)	29.0	281.0	N/A	N/A	N/A	N/A
Location	Tower	Tower	N/A	N/A	N/A	N/A
RAD Center AGL	104.0'	60.0'	N/A	N/A	N/A	N/A
Antenna Tip Height	108.2'	63.0'	N/A	N/A	N/A	N/A
Antenna Base Height	99.8'	57.0'	N/A	N/A	N/A	N/A
Mount Type	Leg/Flush	Leg/Flush	N/A	N/A	N/A	N/A
Quantity	1	1	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	282	282	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
TX/RX Frequency Units	MHz	GHz	N/A	N/A	N/A	N/A
TX Frequency	700-800	11.2	N/A	N/A	N/A	N/A
RX Frequency	700-800	11.2	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	N/A	N/A	N/A	N/A
Antenna Gain	5.9	37.9	N/A	N/A	N/A	N/A
Total # of Lines	1	1	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
Line Type	Coax	Elliptical	N/A	N/A	N/A	N/A
Line Diameter Size	1 1/4" Coax	EWP90	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#1-OAA746651

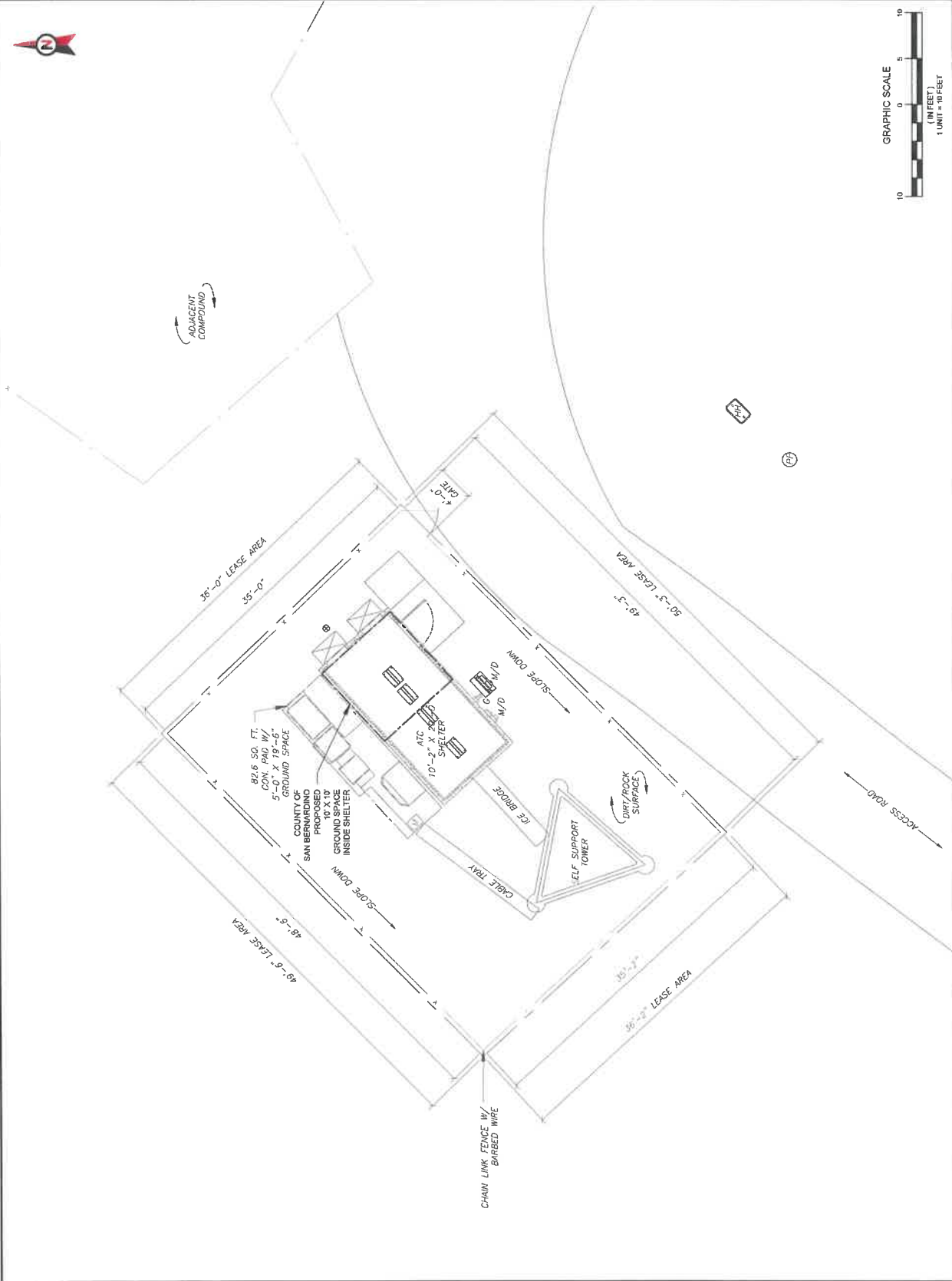
Licensors Site Name/Number: Afton CA 1 / 302286

Licensors Contract Number: SSI28980

Licensee Site Name/Number: N/A / N/A

EXHIBIT A-2

Site Plan





AMERICAN TOWER®
A.T. ENGINEERING SERVICE, PLLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 460-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AND INSTRUMENTS OF SERVICE ARE THE PROPERTY OF AMERICAN TOWER. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ANY REUSE, MODIFICATION, OR ALTERATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF AMERICAN TOWER IS PROHIBITED. AMERICAN TOWER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INADEQUACIES IN THESE DRAWINGS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO AMERICAN TOWER. AMERICAN TOWER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RESULTING FROM THE USE OF THESE DRAWINGS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO AMERICAN TOWER. AMERICAN TOWER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RESULTING FROM THE USE OF THESE DRAWINGS.

ALL MEASUREMENTS AND LOCATIONS USED IN THIS SITE DESIGN ARE APPROXIMATE AND LESSEES/OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO AMERICAN TOWER. AMERICAN TOWER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RESULTING FROM THE USE OF THESE DRAWINGS.

ATC SITE NUMBER:
302286

ATC SITE NAME:
AFTON CA 1
CALIFORNIA

LEGEND

AV AV
ATC AUTOMATIC TRANSFER SWITCH
B BOLLARD
C CABINET
CS CABLE SHIELD
D DISCONNECT
E ELECTRICAL
GEN GENERATOR
G GENERATOR RECEPTACLE
HH V HAND HOLE VAULT
HSC HYDROGEN STORAGE CELL
HSM HYDROGEN STORAGE MATERIAL
ICE ICE
K KENTROX BOX
L LUMINOUS
LPG LIQUID PROPANE GAS
M METER
OHV OVERHEAD WIRE
P POWER
PB PULLBOX
PP POWER POLE
T TELCO
TRN TRANSFORMER

DRAWN BY: H. DEGRUIT
DATE DRAWN: 03/19/2019
CUSTOMER: COUNTY OF SAN BERNARDINO
ATC PROJECT NO.: 00A748651

SITE PLAN LAYOUT
PROPOSAL

SHEET NUMBER: **SITE-1**
AUDITED BY: ON