



ORIGINAL

Contract Number
10-82 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>Los Angeles SMSA Limited Partnership dba Verizon Wireless</u>
Contractor Representative	<u>ATC Sequoia LLC c/o Land Management</u>
Telephone Number	<u>(866) 586-9377, option 4</u>
Contract Term	<u>1/1/10 – 6/30/26</u>
Original Contract Amount	<u>\$145,740.00</u>
Amendment Amount	<u>\$140,037.00</u>
Total Contract Amount	<u>\$285,777.00</u>
Cost Center	<u>6701004250</u>
GRC/PROJ/JOB No.	<u>69002239</u>
Internal Order No.	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Los Angeles SMSA Limited Partnership, as licensee, ("LICENSEE") and the County of San Bernardino, as licensor, ("COUNTY"), have previously entered into a License Agreement, Contract No. 10-82 dated February 9, 2010 ("Original License"), as amended by the First Amendment dated March 22, 2011 (the "First Amendment"), and the Second Amendment dated December 16, 2014 (the "Second Amendment"), (the Original License, the First Amendment, and the Second Amendment, collectively, the "License"), wherein COUNTY licenses certain premises, as more specifically set forth in the License, to LICENSEE; and

WHEREAS, LICENSEE exercised the first of its three five-year options to extend the term of the License as set forth in the Original License, and the parties entered into the Second Amendment to extend the initial term through December 31, 2019; and,

WHEREAS, because the LICENSEE did not timely exercise the second of its three five-year options to extend the term of the License, as required by Paragraph 3.A, which terminated the third five-year option to extend the term of the License, the License went into a permitted month-to-month holdover as of January 1, 2020 in accordance with Paragraph 13; and

WHEREAS, notwithstanding that LICENSEE did not timely exercise the second of its three five-year options to extend the term of the License, as required by Paragraph 3.A, COUNTY desires to waive its right to

require strict compliance of Paragraph 3.A but only as it relates to the exercise of the second five-year option to extend the term of the License as set forth in the Original License; and

WHEREAS, as a result of the COUNTY's waiver, LICENSEE shall be permitted to exercise the second of its three five-year options to extend the term of the License, which extended term shall commence following said holdover, and the third five-year option to extend the term of the License as set forth in the Original License shall be reinstated but subject to LICENSEE's compliance with the terms of Paragraph 3.A; and,

WHEREAS, the COUNTY now desires waive strict compliance with Paragraph 3.A with respect to the LICENSEE's exercise of the second five-year option to extend the term of the License as set forth in the Original License, and the COUNTY and LICENSEE desire to amend the License to reflect a permitted eighteen-month holdover from January 1, 2020 through June 30, 2021, extend the term of the License from July 1, 2021 through June 30, 2026 due to LICENSEE's permitted exercise of its extension option, adjust the rental rate schedule, and amend certain other terms and conditions of the License as more specifically set forth in this amendment ("Third Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals, which are incorporated herein, the parties hereto agree the License is amended as follows:

1. The COUNTY hereby affirms its waiver of LICENSEE's strict compliance with Paragraph 3.A of the License but only with respect to the exercise of the second five-year option to extend the term of the License as set forth in the Original License. The foregoing waiver does not nor shall it in any manner waive LICENSEE's obligation to timely exercise any future options to extend the term of the License in accordance with Paragraph 3.A of the License. The COUNTY further affirms that, as a result of its waiver herein, LICENSEE shall be permitted to exercise the second of three five-year options to extend the term of the License as set forth in the Original License and that the third of the three five-year options to extend the term of the License as set forth in the Original License shall be reinstated and may be exercised by LICENSEE in accordance with Paragraph 3.A.

2. Pursuant to **Paragraph 13, HOLDING OVER**, LICENSEE shall, with COUNTY's express consent granted herein, use the Premises on a month-to-month holdover for the period from January 1, 2020 through June 30, 2021 at a monthly license fee of \$2,158.50 for a total rental amount of \$38,853.00 due for said holdover period. COUNTY and LICENSEE acknowledge and agree that for that portion of the holdover period from January 1, 2020 through January 31, 2021, LICENSEE has paid license fees in the total amount of \$21,091.98, which shall be applied to the total \$38,853.00 due for the entire holdover period. The balance due of \$17,761.02 for the remainder of the holdover period shall be payable to COUNTY within forty-five (45) days after the mutual execution of this Third Amendment.

3. Effective July 1, 2021 pursuant to Paragraph 3., **OPTION TO EXTEND TERM**, **DELETE** in its entirety the existing Paragraph 2., **TERM**, and **SUBSTITUTE** therefore a new Paragraph 2., **TERM**, which shall read as follows:

"2. **TERM:** The term of this License shall be extended for five (5) years, commencing on July 1, 2021 and ending on June 30, 2026 ("Second Extended Term")."

4. Effective July 1, 2021, DELETE in its entirety the existing Paragraph 4., FEES, of the License and SUBSTITUTE therefore a new Paragraph 4., FEES, which shall read as follows:

"4. **FEES:**

A. LICENSEE shall pay to COUNTY the following monthly fee payments in advance on or before the first day of each calendar month, commencing when the Second Extended Term commences and continuing for the duration of the Second Extended Term, in the amount as more specifically set forth below:

July 1, 2021 through June 30, 2022 – monthly payment of \$1,557.00
July 1, 2022 through June 30, 2023 – monthly payment of \$1,619.00
July 1, 2023 through June 30, 2024 – monthly payment of \$1,684.00
July 1, 2024 through June 30, 2025 – monthly payment of \$1,751.00
July 1, 2025 through June 30, 2026 – monthly payment of \$1,821.00

B. If any fee or other sums are not paid when due and payable, LICENSEE shall pay to COUNTY an additional Twenty-Five and 00/100 Dollars (\$25.00) for each fee or other sums due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue fees or other sums due or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. In addition, fees and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1 ½%) per month.

C. Payment due under this License shall be paid to the following address:

County of San Bernardino
Department of Public Works
825 Third Street
San Bernardino, CA 92415-083"

5. Effective July 1, 2021, DELETE in its entirety the existing Paragraph 32., NOTICES, of the License and SUBSTITUTE therefore a new Paragraph 32., NOTICES, which shall read as follows:

"32. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by United States, postage prepaid, first-class mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed delivered and effective upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by a reputable overnight courier service or sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested.

COUNTY's address:

County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

LICENSEE's address: Los Angeles SMSA Limited Partnership
dba Verizon Wireless
Attention Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

with a copy to: ATC Sequoia LLC
c/o American Tower
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

With an additional copy to: ATC Sequoia LLC
c/o American Tower
Attn: Land Management
116 Huntington Avenue
Boston, MA 02116"

6. Effective July 1, 2021, DELETE in its entirety the existing Paragraph 39., USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS, SUBSTITUTE therefore a new Paragraph 39., which shall read as follows:

"39. **RESERVED:**

7. Effective July 1, 2021, DELETE in its entirety the existing Paragraph 40., SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS, and SUBSTITUTE therefore a new Paragraph 40., which shall read as follows:

"40. **RESERVED:**

8. Effective July 1, 2021, DELETE in its entirety the existing Paragraph 41., AUTHORIZED SIGNATORIES and SUBSTITUTE therefore a new Paragraph 41., AUTHORIZED SIGNATORIES, which shall read as follows:

"41. **AUTHORIZED SIGNATORIES:**


A. Both parties to this License represent that the signators executing this Third Amendment are fully authorized to enter into this agreement.

B. LICENSEE represents and warrants to COUNTY that it has executed a Limited Power of Attorney dated March 27, 2015 ("POA") with ATC Sequoia, LLC ("ATC") wherein ATC has the authority to execute this Third Amendment for the Premises as LICENSEE's Attorney-In-Fact and that said POA is, as of the date of the Third Amendment, in full force and effect. ATC, as Attorney-In-Fact for LICENSEE, represents and warrants to COUNTY that it has the authority to execute this Third Amendment on behalf of LICENSEE and that the POA is, as of the date of this Third Amendment, in full force and effect. In the event of a breach of the foregoing representations and warranties, COUNTY shall have the right to terminate this License with immediate effect and LICENSEE shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of said breach."

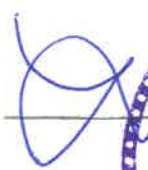
9. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License and this Third Amendment, the provisions and terms of this Third Amendment shall control.

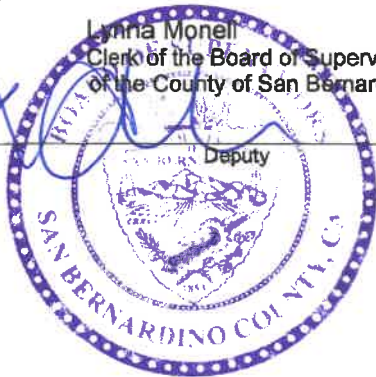
END OF THIRD AMENDMENT

COUNTY OF SAN BERNARDINO

By 
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 08 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By 
Lynn Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



**LICENSEE: LOS ANGELES SMSA LIMITED
PARTNERSHIP dba VERIZON WIRELESS, by
and through ATC Sequoia, LLC, its attorney-in-
fact**
(Print or type name of corporation, company, contractor, etc.)

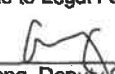
By 
(Authorized signature - sign in blue ink)

Name Carol Maxime
(Print or type name of person signing contract)
Title Senior Counsel, US Tower
(Print or Type) 4/19/2021

Dated: _____

Address 180 Washington Valley Road
Bedminster, NJ 07921

FOR COUNTY USE ONLY

Approved as to Legal Form
By 
Agnes Cheng, Deputy County Counsel
Date 3/23/2021

Reviewed for Contract Compliance
By _____
Date _____

Reviewed/Approved by Department
By 
Jim Miller, Real Property Manager, RESD
Date 4-30-21