

RESOLUTION NO. 2012-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE LAND LEASE AGREEMENT WITH SPRINT SPECTRUM REALITY COMPANY, L.P. FOR A TELECOMMUNICATION TOWER LOCATED AT BENICIA PARK, 7471 SANTA BARBARA DR. (APN 143-160-008)

WHEREAS, on March 9, 2004 the City Council adopted Resolution No. 2004-51 authorizing execution of a communications site land lease agreement with Sprint PCS for the purpose of providing wireless telecommunication services ("Agreement");

WHEREAS, the Agreement was amended by the City Council on June 12, 2007, pursuant to Resolution No. 2007-96 ("First Amendment");

WHEREAS, on December 8, 2011 City of Rohnert Park Planning Commission adopted Resolution No. 2011-26 approving modification to existing Telecommunications Facilities, including installation of new antennas;

WHEREAS, condition of approval number 11, as stated in Planning Commission Resolution No. 2011-26, required that "prior to installation of the new antennas, the applicant shall renegotiate the lease of the Benicia Park property with the City of Rohnert Park; and

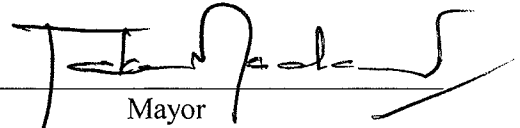
WHEREAS, the terms of the second amendment to Agreement have been mutually negotiated;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a second amendment to the Agreement ("Second Amendment"), which is attached hereto as Exhibit A and incorporated by this reference. Except as expressly provided in the Second Amendment, the Agreement, as amended, shall remain in full force and effect.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this Second Amendment to the Agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the attached Second Amendment subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 23rd day of October, 2012.

CITY OF ROHNERT PARK


Mayor

ATTEST:


City Clerk



AHANOTU: AYE BELFORTE: AYE CALLINAN: AYE STAFFORD: AYE MACKENZIE: AYE

AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

Exhibit A: Second Amendment to Lease

Site Name: Benicia Park

Site ID #: SF62XC903

SECOND AMENDMENT TO LAND LEASE AGREEMENT

This Second Amendment to Land Lease Agreement (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Land Lease Agreement between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("**Lessee**") and the City of Rohnert Park ("**Lessor**"), dated June 29, 2004 as amended by First Amendment to Land Lease Agreement dated June 12, 2007 (collectively, the "**Agreement**").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Premises by swapping out two (2) existing equipment cabinets and replacing them with two (2) new cabinets (1 MMBS cabinet and 1 BBU cabinet); adding 2 RRU's per sector (for a total of 6); replace exiting antennas with three (3) new 6' tall 800/1900 panel antennas and extending the height of the existing antennas on the existing monopole to 76' as more particularly described in Exhibit B-1 dated April 18, 2012 annexed hereto, Lessee and Lessor desire to modify the provisions of the Agreement by deleting references to Lessee's subleasing of space in or on the Premises. Lessee and Lessor also desire to increase the rent payable under this agreement. All such changes as provided as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Modification to the Facilities.** Exhibit -B to the Agreement is hereby amended to include the modifications described above and identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth above and in Exhibit B-1. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify Lessee's equipment, all as more fully described and contemplated above and in Exhibit B-1.
2. **Modification to Rent.** As additional consideration for the modification and other rights set forth in this Amendment, starting on the date that is Sixty (60) days after the full execution of this Amendment, the monthly rent will be increased by \$855.00, partial months to be prorated.
3. **Modification to Paragraph 19 (Assignment).** Paragraph 19 is hereby amended by deleting any references to Lessee subletting the Premises. Lessee shall not sublet any space to any parties under this Agreement.
4. **Notice Address.** The notice addresses in Section 20, entitled "Notices" of the Agreement for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Lessor: City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928-1627
Attention: City Manager

To Lessee: Sprint/Nextel Property Services
Sprint Site ID: **SF62XC903**
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department

Sprint Site ID: **SF62XC903**
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. General Terms and Conditions.

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Lessor:

City of Rohnert Park

By: _____

Name: _____

Title: _____

Date: _____
(Date must be completed)

Lessee:

Sprint Spectrum Realty Company, L.P.
a Delaware limited partnership

By:  _____

Name: Brian C Kooyman

Title: Manager Real Estate

Date: 10/4/12
(Date must be completed)

Attest:

By: _____

Name: _____

Title: _____

Date: _____
(Date must be completed)

Page 1

Basic Amendment template, Project Vision
Revised 5.25.11



Sprint
WIRELESS SERVICE



SAMSUNG



BLACK & VEATCH



AT&T



VERIZON



T-MOBILE



CINGULAR



Sprint



Verizon



T-Mobile



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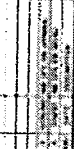
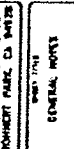
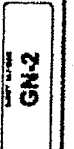
														
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Exhibit B-1

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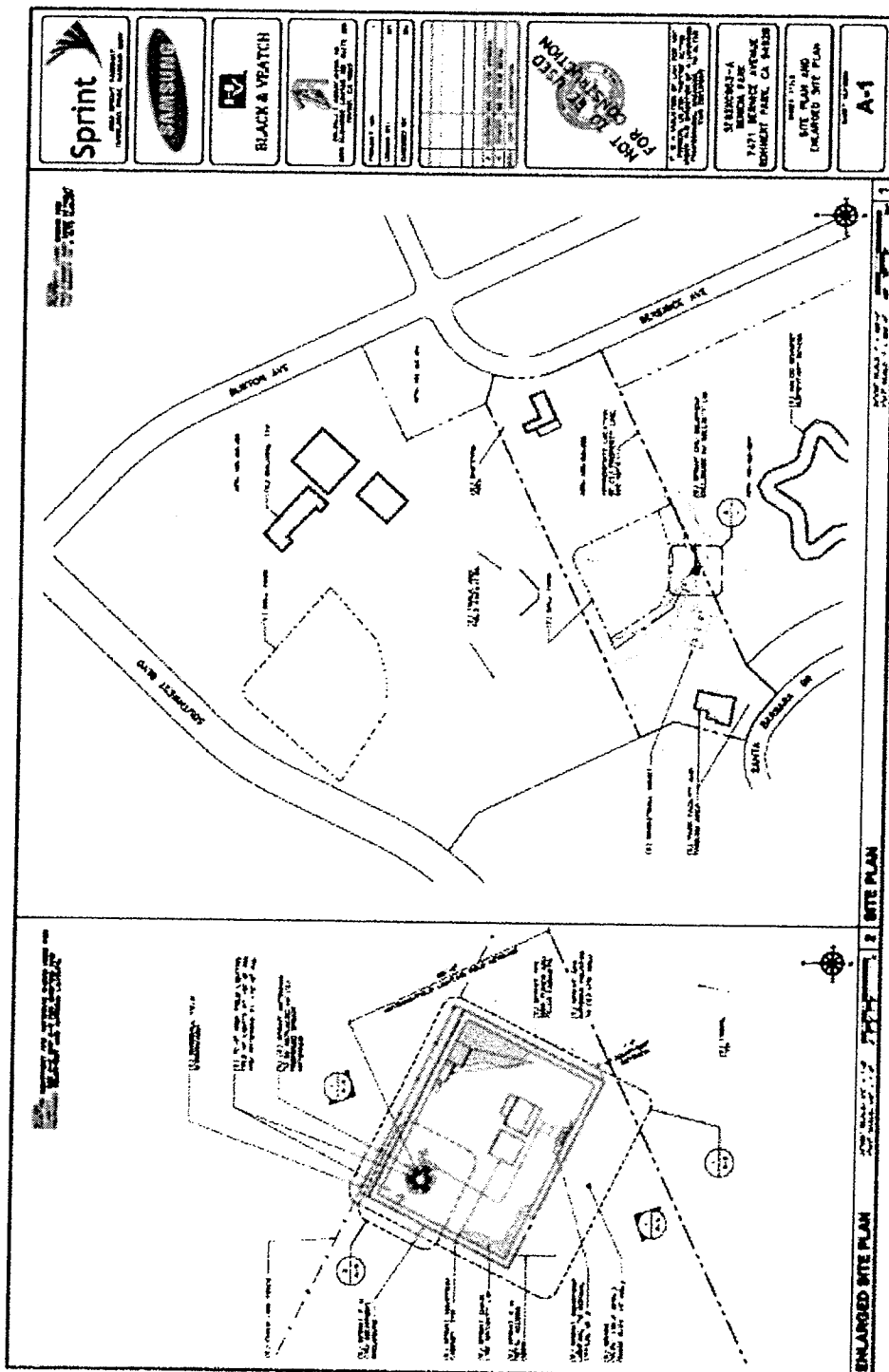
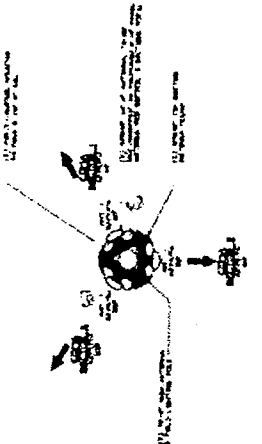
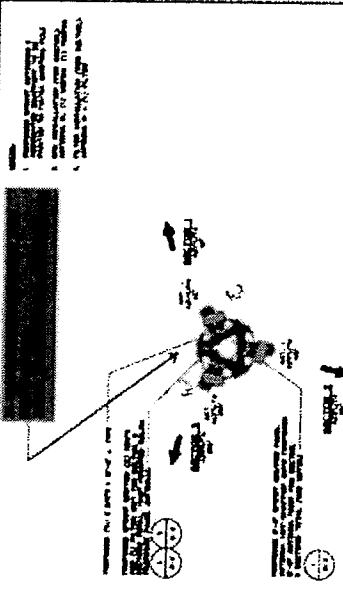


Exhibit B-1

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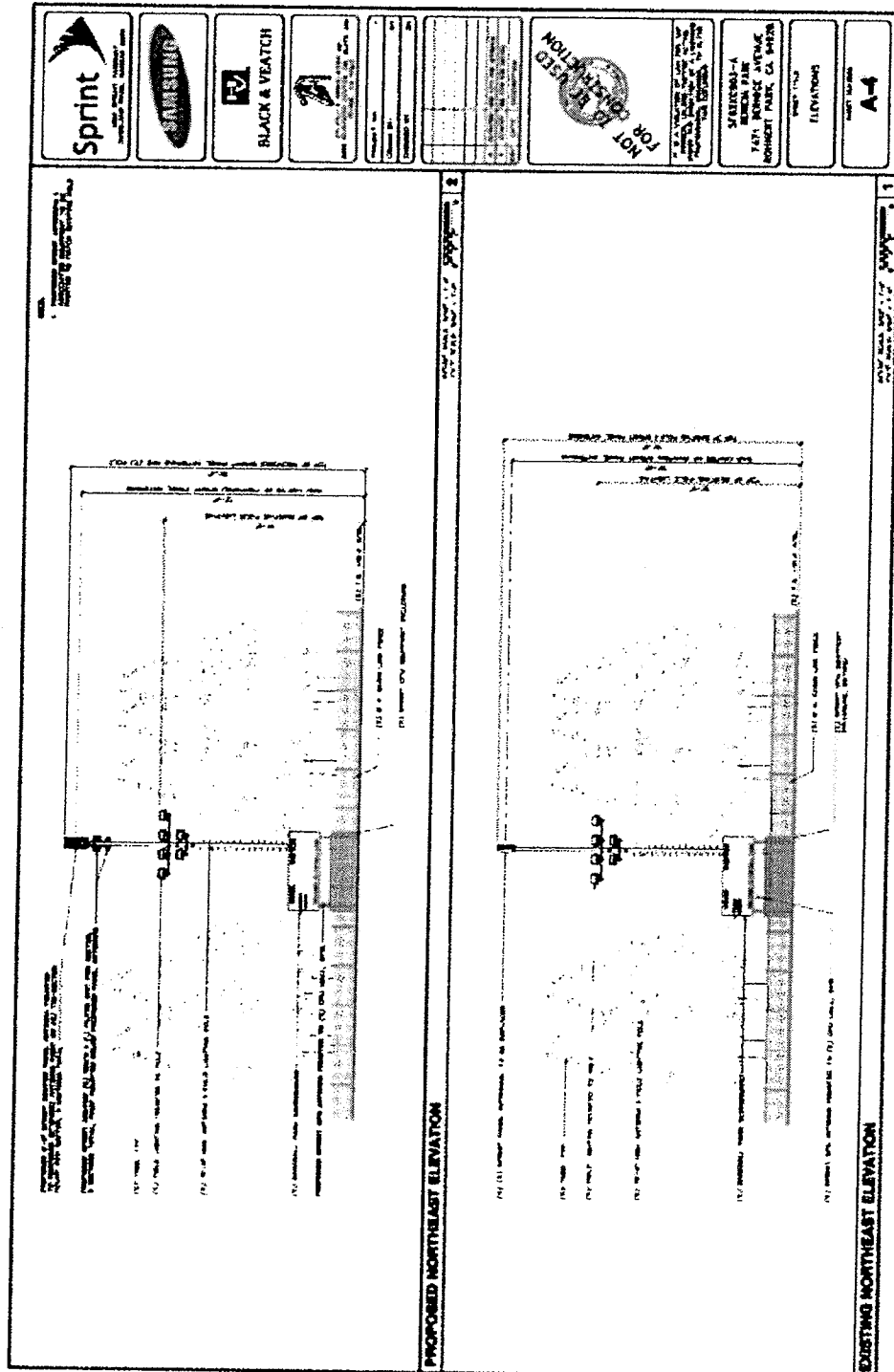


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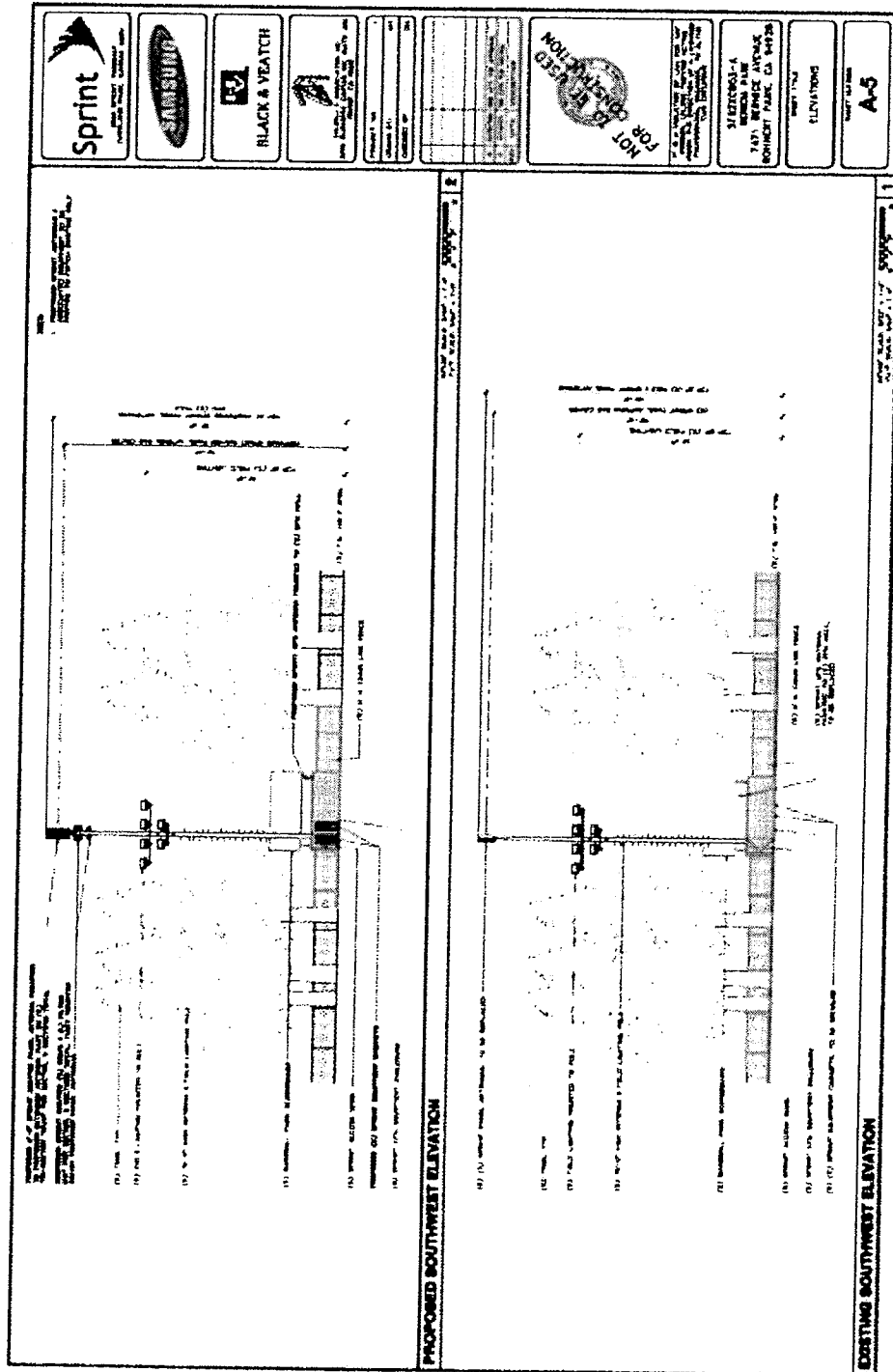
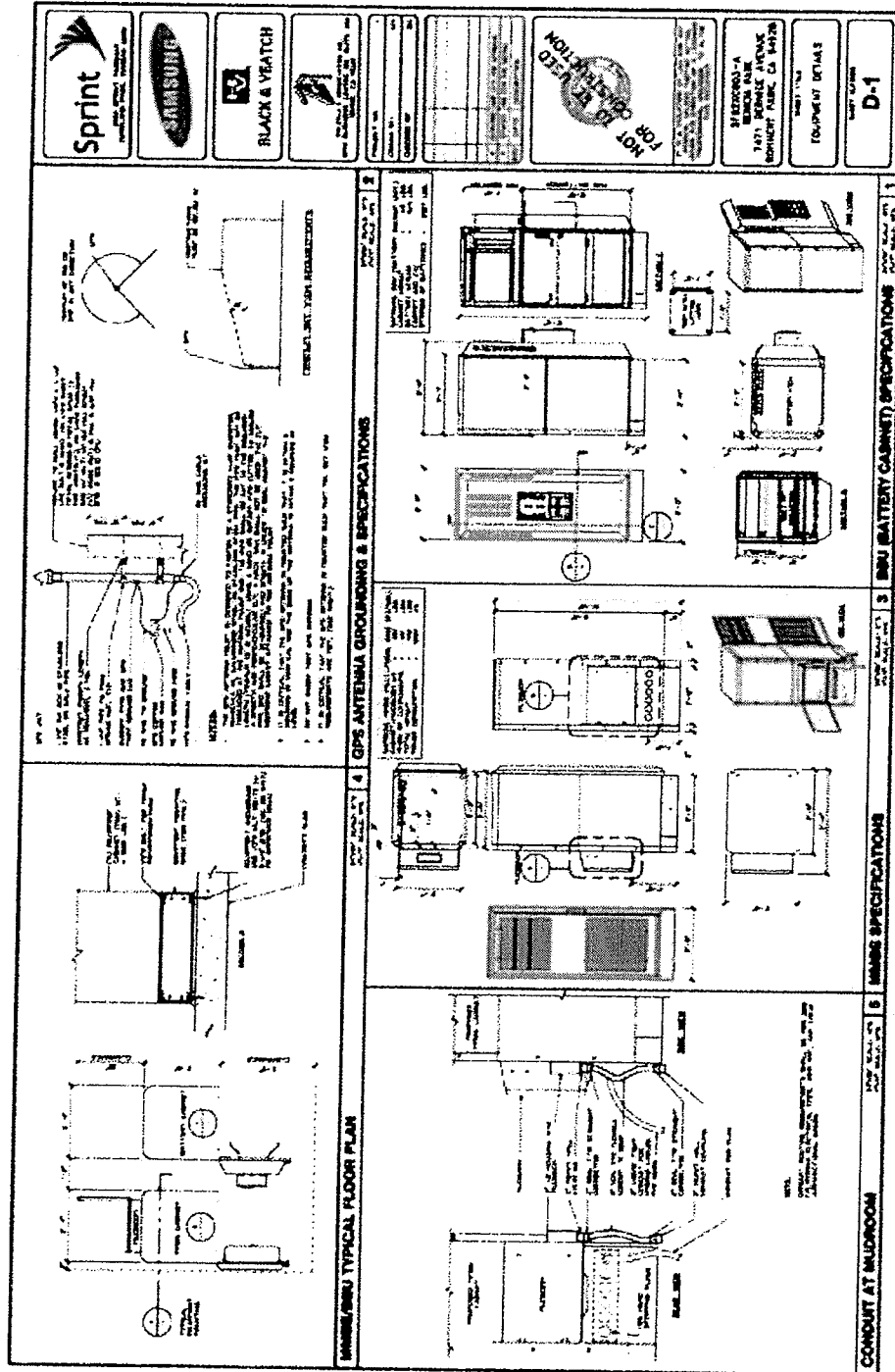


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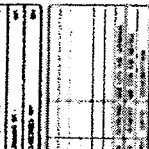
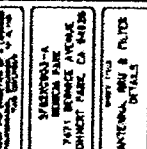
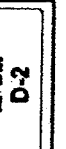
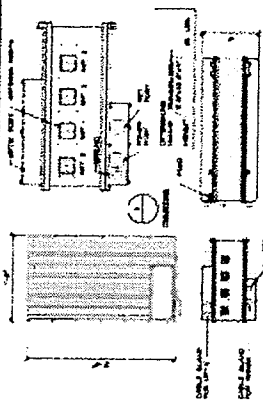
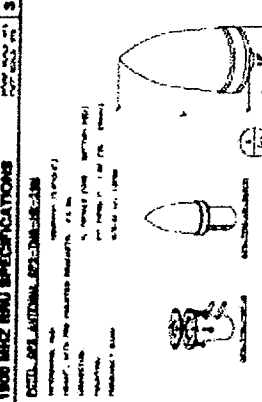
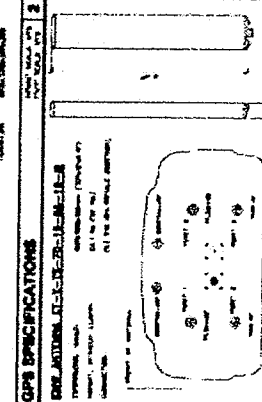
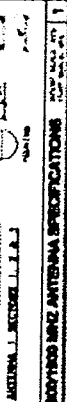
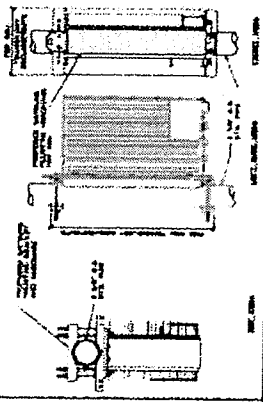
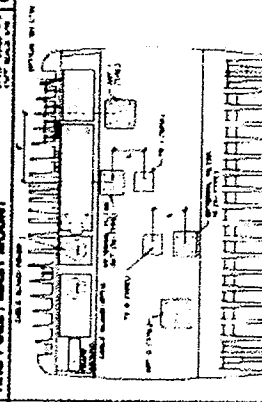
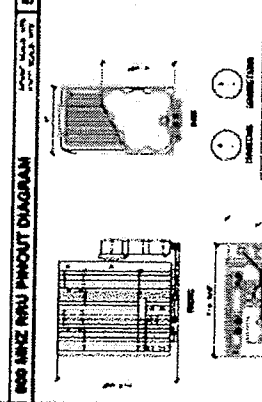
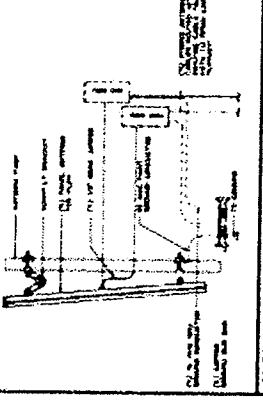
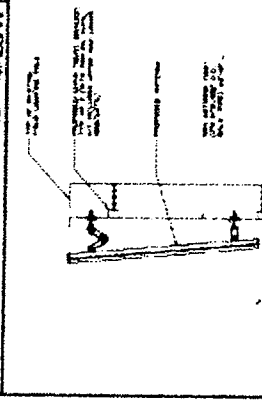
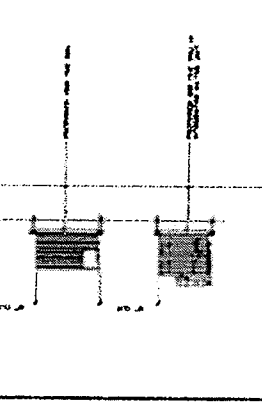
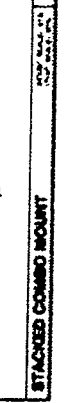
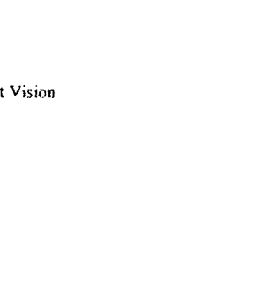
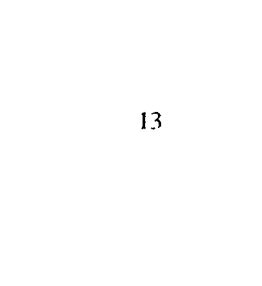
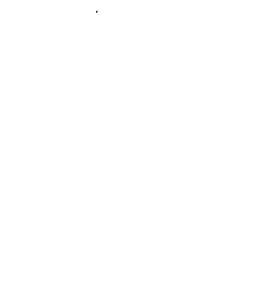
  		  		 			
							
							
							
							

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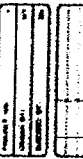
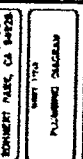
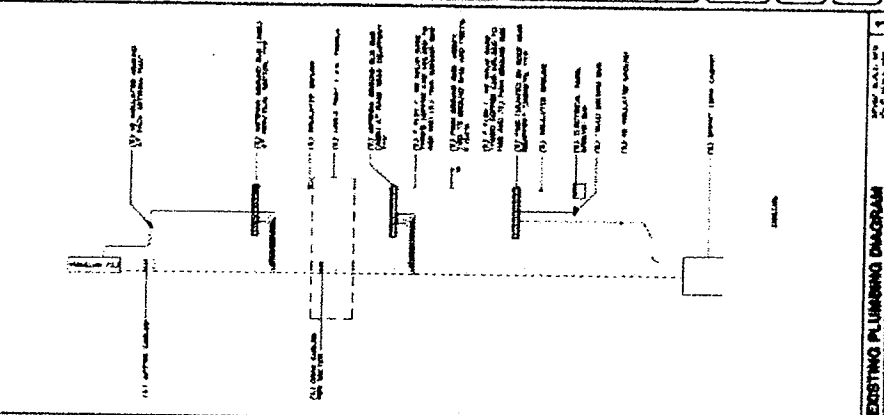
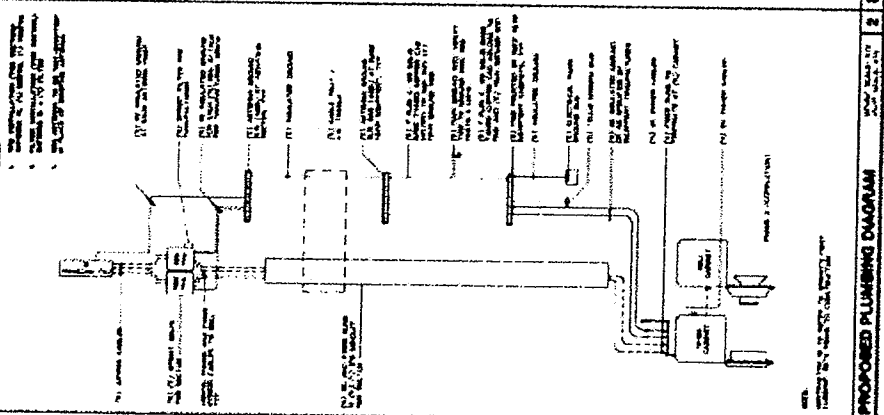
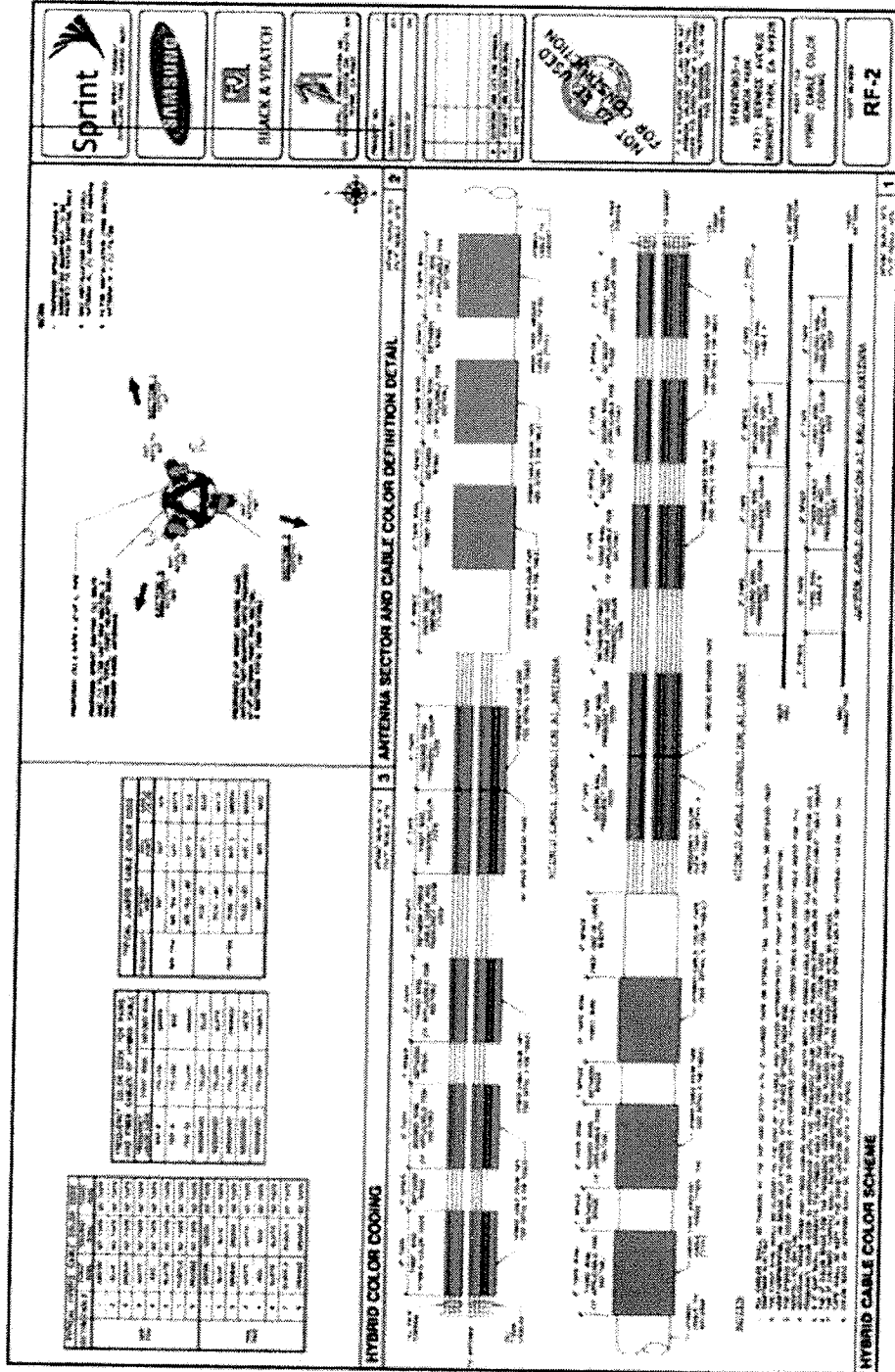
										
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Exhibit B-1

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