



IV.-D.

Agenda Item

**County of Hanover**

**Board Meeting:**

**Subject:** Emergency Communications Department – Georgetown Tower – Second Amendment to Lease with New Cingular Wireless PCS, LLC

**Summary of Agenda Item:** The County entered into a lease on August 26, 2009 with New Cingular Wireless PCS, LLC for use of the Georgetown Tower. New Cingular Wireless PCS, LLC agreed to pay an annual rent of \$27,500 with escalation of 15% after the initial 5 year base rental period. This second lease amendment provides for the additional microwave dishes at 165 feet and 200 feet to provide intrasite connectivity with other communications towers. New rental terms reflect that the base rental fee due under the Lease Agreement will increase by \$12,000 per year (the “Rent Increase”).

The Emergency Communications Department recommends approval of the attached second lease amendment and requests authorization for the County Administrator to finalize the lease amendment and administer the lease.

**County Administrator’s Recommended Board Motion:** Motion to approve the attached second lease amendment between Hanover County and New Cingular Wireless PCS, LLC to 1) allow for additional microwave equipment on the tower at 165 feet and 200 feet; 2) to increase the Base Rent by \$12,000; and 3) authorize the County Administrator to take all actions necessary to enter into and administer the lease as amended.

Market: VA-WY  
Cell Site Number: RI311  
Cell Site Name: Hillcrest  
Fixed Asset Number: 10103090  
County Site Name: Georgetown

**SECOND AMENDMENT TO TOWER LEASE AGREEMENT  
HANOVER COUNTY – NEW CINGULAR WIRELESS PCS, LLC  
SITE GPIN: 8718-16-0091, 8716-15-1826, 8716-15-1667 and 8718-16-0164  
“Georgetown” (also known as Cingular Wireless “RI-311 Site Name: Hillcrest Site”**

THIS SECOND AMENDMENT TO TOWER LEASE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between Hanover County, a political subdivision of the Commonwealth of Virginia (“**County**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Suite 13F, West Tower, Atlanta, GA 30324 (“**Company**”).

WHEREAS, County and Company entered into a certain Tower Lease Agreement dated August 26, 2009 (the “**Lease Agreement**”), as amended by the First Amendment to Tower Lease Agreement dated May 1, 2013 (“**First Amendment**”), County and Company entered into an agreement for the lease of structure space and ground space within a communications facility compound located upon the real property described in the Lease Agreement, commonly known as the Georgetown or Hillcrest site and further described in the exhibit attached to the Lease Agreement (the “**Leased Premises**”).

WHEREAS, County and Company now desire to amend the Lease Agreement, as more particularly set out below, in order to (i) add two additional locations of the leased space on the Leased Premises at 165 feet and 200 feet above ground level, and (ii) reflect that the base rental fee due under the Lease Agreement **will increase by \$12,000 per year** (the “**Rent Increase**”).

WHEREAS, County and Company desire to amend the Lease Agreement to modify the notice section thereof; and

WHEREAS, County and Company desire to amend the Agreement to permit Company to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, County and Company, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. The Base Rental Fee set forth in Paragraph 5 of the Lease Agreement shall increase by Twelve Thousand Dollars (\$12,000.00) per year over the Base Rental Fees specified in subparagraph B of Paragraph 5, effective on September 1, 2014. Upon the Company's removal of the Microwave Dish and associated equipment described in Exhibit D attached to this Second Amendment, the Base Rental Fee will revert to the Base Rental Fees specified in subparagraph B of Paragraph 5 of the Lease Agreement, upon thirty (30) days' prior written notice to County.
2. Subparagraph B of Paragraph 1 of the Lease Agreement is deleted in its entirety and is replaced with the following:

B. That certain space on the Tower designated "Tower Leased Area" on Exhibit D attached to the Lease Agreement, to be used solely for the installation, operation and maintenance of the Company's equipment listed on Exhibit D attached to the Lease Agreement, designated for installation on the tower at a height specified in Exhibit D, and that certain space on the Tower designated as "Tower Leased Area" on Exhibit D attached to this Second Amendment, designated for installation on the tower at 165 feet and 200 feet above ground level, all of which will be installed and operated at the Company's sole cost and expense, together with a parcel of land designated as "Site Compound Leased Area" on Exhibit D, for the purpose of construction of an equipment shelter and ice bridge (collectively, the "Leased Area"). The Leased Area and the Leased Access Drive shall be collectively referred to as the Leased Premises; and

3. Paragraph 27 of the Lease Agreement is deleted in its entirety and replaced with the following:

27. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to the County:        Hanover County Administrator  
                                 P.O. Box 470  
                                 Hanover, Virginia 23069

If to the Company:     New Cingular Wireless PCS, LLC  
                                 Attn: Network Real Estate Administration  
                                 Re: Cell Site #: RI311, Cell Site Name: Hillcrest (VA)  
                                 FA No: 10103090  
                                 575 Morosgo Drive, Suite 13-F West Tower  
                                 Atlanta, GA 30324

With copy to:         New Cingular Wireless PCS, LLC  
                                 Attn: AT&T Legal Department,  
                                 Re: Cell Site #: RI311, Cell Site Name: Hillcrest (VA)

FA#: 10103090  
208 S. Akard Street  
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. In the event of any inconsistencies between the Lease Agreement, the First Amendment and this Second Amendment, the terms of this Second Amendment shall control.
5. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease Agreement.

The signatures of the authorized representatives of the parties are set out below in acknowledgment of this Second Amended Lease Agreement.

Approved as to form:

Approved as to substance:

\_\_\_\_\_  
Yvonne S. Gibney  
Senior Assistant County Attorney

\_\_\_\_\_  
Director  
Department of Emergency Communications

**HANOVER COUNTY**, a political subdivision of  
the Commonwealth of Virginia

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
County Administrator/Deputy County  
Administrator  
7516 County Complex Road  
P.O. Box 470  
Hanover, Virginia 23069

**COMPANY:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: David C.  
Tuck

Its: Area Manager of Construction and  
Engineering

**EXHIBIT D**  
(see attached)

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY COMPANY.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

