

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE NO. 29392

2 (SPRINT SITE NUMBER LA70XC-A-LONG BEACH SENIOR CENTER)

3 **29392**

4 THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE NO.
5 29392 ("Lease") is made and entered into as of May 22, 2015, for reference purposes
6 only, by and between the CITY OF LONG BEACH, a municipal corporation ("City"),
7 pursuant to minute order adopted by the City Council of the City of Long Beach at its
8 meeting of September 20, 2005, and SPRINT PCS ASSETS, LLC, a Delaware limited
9 liability company ("Lessee").

10 1. **RECITALS:** This SECOND Amendment is made with reference to
11 the following facts and objectives:

12 1.1 The parties executed Lease No. 29392, wherein City agreed
13 to Lease to Lessee, property owned by City for the purpose of Lessee's operation of a
14 communications facility and related equipment and structures.

15 1.2 The parties executed the First Amendment to Lease No.
16 29392 in November 2010 wherein the term of the Lease was extended for a term of five
17 (5) years.

18 1.3 Now the parties desire to extend the lease for an additional
19 term of five (5) years.

20 NOW, THEREFORE, in consideration of the mutual terms and conditions in
21 the Lease Agreement, the parties agree as follows:

22 1. Section 3 of Lease No. 29392 is hereby deleted and amended in its
23 entirety as follows:

24 "3. **TERM:** The initial term of this Lease shall commence on October 1,
25 2005 and shall terminate on September 30, 2010. The first renewal term shall
26 commence on October 1, 2010 and shall terminate on September 30, 2015. The second
27 renewal term shall commence on October 1, 2015 and shall terminate on September 30,
28 2020. Lessee may extend the term of this Lease for one (1) additional period of five (5)

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1 years by giving written notice to City not less than ninety (90) days prior to the expiration
2 of the Renewal Term. Notwithstanding the foregoing, either party may terminate this
3 Lease at any time during a Renewal Term on one hundred eighty (180) days written
4 notice to the other party. In the event Lessee terminates this Lease other than as a result
5 of a default by City, then the entire unpaid rent for the balance of the Renewal Term, as
6 the case may be, shall be immediately due and payable to City.”

7 2. Except as expressly amended herein, all of the terms and conditions
8 of the Lease are ratified and confirmed and shall remain in full force and effect.

9 IN WITNESS WHEREOF, the parties have executed this Second
10 Amendment with all of the formalities required by law.

11
12
13 July 30, 2015

SPRINT PCS ASSETS, LLC, a Delaware
limited liability company

By Amanda K. Herman
Name Amanda K. Herman
Title Manager, Real Estate

“Lessee”

CITY OF LONG BEACH, a municipal
corporation

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19 Sept. 4, 2015

By T. Bull EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager

“City” Assistant City Manager

22 The foregoing Second Amendment to Communications Site Lease No.
23 29392 is hereby approved as to form.

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25
26
27 8/13, 2015

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy