

1. Agenda

Documents:

[BOMC-8-10-22-WS-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Amendment To Crown Castle Tower Lease

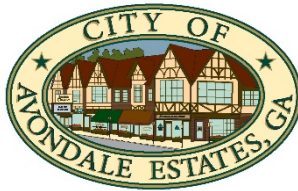
Documents:

[822460 DISH FTI TL GA008254.PDF](#)

4. Public Comment

5. Executive Session – Real Estate

6. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS
WORK SESSION
AUGUST 10TH, 2022
IMMEDIATELY FOLLOWING REGULAR MEETING**

AGENDA

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Amendment to Crown Castle Tower Lease**
Staff is recommending the BOMC amend its current tower lease with Crown Castle to include the sublease of 35 sq. feet to Dish Network at a rate of \$500 per month and a \$2,000 signing bonus.
- Item #4 Public Comment
- Item #5 Executive Session – Real Estate
- Item #6 Adjournment



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Crown Castle
8020 Katy Freeway
Houston, TX 77024

**An Authorized Vendor of
Crown Castle**

May 27, 2022

Lease Amendment Terms: Avondale – Business Unit Number 822460

1. **Separate Ground Lease:** Lessor waives their right per Section 15 of the Addendum to Site Lease with Option dated May 4, 2004 to negotiate a separate ground lease with Dish Wireless LLC. Lessor acknowledges that Crown will directly sublease thirty-five (35) square feet (“Additional Land”) within the existing compound to Dish Wireless LLC.
2. **Additional Rent:** Lessee shall pay Five Hundred and 00/100 Dollars (\$500.00) per month (“Additional Rent”) for the sublease. The Additional Rent will commence on the first day of the first month following construction start on the Additional Land. The Additional Rent will escalate at a rate of 3% annually starting one year after commencement of the Additional Rent.
3. **Right to Terminate the Additional Land:** Lessee shall have the right to terminate the Additional Land with thirty (30) days’ notice to Lessor upon termination of the sublease agreement between Lessee and Dish Wireless LLC. Lessee will have no further obligation to pay the Additional Rent should the Additional Land be terminated.
4. **Signing Bonus:** \$2,000
5. All other Lease terms will remain the same.

Upon receipt of this document evidencing Lessor’s acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing below.

{Signatures on following Page}

Lessor: City of Avondale Estates

Name	Title	Date
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Name	Title	Date
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