

STAFF REPORT

SUBJECT: Amendment to Lease Agreement with T-Mobile West Tower LLC for Cell-Site at LAVTA Administration and Maintenance Facility

FROM: Mike Tobin, Director of Operations & Planning

DATE: June 2, 2025

Action Requested

The Finance and Administration Committee requests that the Board approve the proposed amendment to the Lease Agreement between LAVTA and T-Mobile West Tower LLC, providing for T-Mobile's continued use of space at the LAVTA Operations and Maintenance Facility for a telecommunications cell-site.

Background

In 2006, LAVTA received a proposal from T-Mobile to install a cell tower at its Rutan Court facility. In May 2007, the Livermore City Planning Commission approved the construction of a 40-foot telecommunications facility, and the LAVTA Board approved the installation and lease in September 2007.

The original lease commenced on March 26, 2008, with an initial five-year term expiring March 25, 2013. The agreement included three five-year extension options, all of which were exercised by the lessee. The final extension is currently set to expire on March 25, 2028.

In late 2023, Crown Castle—representing T-Mobile—approached LAVTA with a request to expand the cellular equipment on-site, which would have increased the carrier's footprint and rent. After evaluating the proposal, LAVTA staff declined the expansion request but used the opportunity to initiate a conversation about extending the current lease and potentially revising the terms and conditions of the lease agreement.

Discussion

Following extended negotiations with Crown Castle, staff reached agreement on terms for an amended lease that provides long-term certainty while preserving favorable financial conditions for LAVTA. The key terms of the proposed amendment are as follows:

- Term Extension: The lease will be extended for four (4) additional five-year terms, resulting in a new final expiration date of March 25, 2048.

- Annual Rent Escalation: The lease will maintain the existing 5% annual rent escalation, which is favorable compared to industry norms and will help ensure lease payments remain aligned with market trends over time.
- Current Rent: The current base rental rate will remain unchanged, with the existing 5% annual escalation continuing to apply throughout the lease term.
- Administrative Fee: T-Mobile will pay LAVTA a one-time administrative fee of \$4,000 to cover legal and administrative costs associated with processing the lease amendment.

Staff believe that this amendment preserves a steady and growing revenue stream for LAVTA while avoiding operational disruption or the need to market the site to a new tenant when the current lease expires.

Budget Considerations

Currently, LAVTA receives \$3,929.18 per month in rentals fees from T-Mobile. Any revenue generated from this lease agreement will be included in all future operating budgets.

Next Steps

Based on a favorable review from LAVTA's Legal Counsel, Staff, and the F&A Committee, and provided the LAVTA Board approves, LAVTA's Executive Director will finalize and execute the Lease with T-Mobile.

Recommendation

The Finance and Administration Committee recommend that the Board of Directors approve the proposed amendment to the Lease Agreement between LAVTA and T-Mobile West Tower LLC for continued use of space at the LAVTA Operations and Maintenance Facility for a telecommunications cell-site.

Attachments:

1. Proposed Draft Amendment

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") is made effective this _____ day of _____, 2025 ("Effective Date"), by and between LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint powers authority (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile ("Original Lessee") entered into a Lease dated September 10, 2007, a memorandum of which was recorded in the official records of Alameda County, California ("Official Records") on July 10, 2008 at Instrument No. 2008212834 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Alameda County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, T-Mobile West Tower LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a Wireless Facility, as defined in Section 4.01 of the Lease; and

WHEREAS, the Lease had an initial term that commenced on March 26, 2008 and expired on March 25, 2013. The Lease provides for three (3) extensions of five (5) years each, all three (3) of which were exercised by Lessee. According to the Lease, the final extension expires on March 25, 2028; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

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

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. All references in the Lease to the capitalized term "Authority" shall be replaced with "Lessor".

2. Term. Section 2 of the Lease is being amended by deleting the following:

If Lessee has complied with all terms and conditions of the Lease at the end of each lease term and is not in default under the Lease, Authority shall grant Lessee the right and option ("Renewal Option") to extend the term of this Lease for three (3) additional five (5) year terms ("Renewal Terms").

and adding the following:

If Lessee has complied with all terms and conditions of the Lease at the end of each lease term and is not in default under the Lease, Lessor shall grant Lessee the right and option ("Renewal Option") to extend the term of this Lease for seven (7) extensions of five (5) years each (each extension is referred to as a "Renewal Term").

The remainder of Section 2 of the Lease remains unchanged by this First Amendment. Lessor and Lessee hereby acknowledge that Lessee has exercised three (3) Renewal Terms, leaving a balance of four (4) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on March 25, 2048.

3. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

4. Administrative Fee. Tenant will pay to Landlord a one-time amount of Four Thousand and 00/100 Dollars (\$4,000.00) for the full execution of this First Amendment, payable within thirty (30) days of the full execution of this First Amendment ("Administrative Fee"). In the event that this First Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Administrative Fee to Landlord.

5. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Subject to approval by Lessor's Board of Directors, Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

b) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

6. Notices. Lessee's notice address as stated in Section 20.05 of the Lease is amended as follows:

If to Lessee:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

10. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:
LIVERMORE AMADOR VALLEY
TRANSIT AUTHORITY, a joint powers
authority

By: _____

Print Name: _____

Title: _____

Lessor affirms that this First Amendment was
approved at a duly noticed public meeting
held on _____ 2025

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

T-MOBILE WEST TOWER LLC, a
Delaware limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____