



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

2008 MAR 20 PM 4:29  
COUNTY OF SANTA BARBARA  
CLERK OF THE BOARD OF SUPERVISORS

Department Name: General Services  
Department No.: 063  
For Agenda Of: April 1, 2008  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

**TO:** Board of Supervisors

**FROM:** Department  
Director(s)

*\*This document has been Digitally Signed*



Bob Nisbet, Director (560-1011)  
General Services Department

Contact Info: Paddy Langlands, Assistant Director (568-3096)  
Support Services Division

**SUBJECT:** Verizon at County Bowl - First Amendment to Lease at 1126 N. Milpas Street,  
Santa Barbara; First Supervisorial District; Real Estate Services Folio #003500

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors

- a.) Execute the attached original and duplicate original First Amendment to The Verizon Wireless Lease between the County of Santa Barbara and GTE Mobilnet of Santa Barbara, L.P., d/b/a Verizon Wireless (hereinafter "Verizon") for the payment of \$45,000 to the County by Verizon as compensation for not being able to install a water pipeline required in the original Lease Agreement executed by The Board on December 5, 2006.
- b.) Release Verizon from all further obligations regarding the lease condition to install a six-inch waterline for the benefit of the County's property located at 1126 North Milpas Street. The release is contingent upon the County's receipt of a one-time \$45,000 payment from Verizon.

**Summary Text:** This First Amendment will allow the County to receive a one-time payment of \$45,000 from Verizon in exchange for Verizon being released from their obligations under the Lease Agreement to install 1,245 lineal feet of a six-inch water line.

**Background:**

On December 5, 2006, the Board of Supervisors entered into a ten (10) year lease with Verizon Wireless that allowed Verizon to construct and operate a small wireless communication facility on the County Bowl property.

Under the terms of the Verizon Lease, the County and Verizon agreed to certain covenants that would benefit the County property with needed infrastructure and could also be made available to our existing tenant, the Santa Barbara County Bowl Foundation, for their future use. Specifically, the parties agreed that Verizon would install 1245 linear feet of 6" PVC waterline simultaneously with the underground electrical utilities Verizon was bringing onto the County property to service its telecommunications facility. Unfortunately, for a variety of reasons that were never completely resolved, Verizon was unable to install the waterline. Verizon was prevented from fulfilling its obligation under the Lease to install the water pipeline by *force majeure*, a contractual doctrine that is sometimes invoked to excuse performance due to impossibility.

Once the County learned Verizon would not be able to install the water line, staff obtained three construction estimates from public and private firms on the cost of the installation of the 1245 linear feet of the six (6") inch water pipeline. The average cost to place the six (6") inch water pipeline into an already open trench is approximately \$45,000. Therefore, the County and Verizon agreed that a one-time payment of \$45,000 from Verizon represented fair compensation to the County in lieu of the waterline not being installed at the time Verizon was constructing its facility.

Since the waterline was to benefit the County Bowl, it has also been agreed that upon receipt of the \$45,000, the money will be transferred to the Bowl Foundation by way of an amendment to their lease.

**Fiscal and Facilities Impacts:**

Budgeted: No

Narrative:

Verizon will pay the County a one-time payment in the amount of \$45,000.00 upon the Board's execution of the First Amendment.

**Special Instructions:**

Upon approval and execution, the Clerk of the Board should distribute as follows:

- |                                                            |                                                |
|------------------------------------------------------------|------------------------------------------------|
| 1. Original executed Agreement                             | Official File                                  |
| 2. Duplicate original executed Agreement<br>& Minute Order | Gen Svcs/Real Estate Svcs – Attn: Connie Smith |

**Attachments:**

First Amendment to the Lease Agreement (dated December 5, 2006)

**Authored by:** Romm Carlentine, Office of Real Estate Services

Project: Verizon at County Bowl  
APN: 029-110-023  
Folio: 003500  
Agent: JJS

**FIRST AMENDMENT TO THE**  
**VERIZON WIRELESS LEASE**  
(County Bowl)

**THIS LEASE AMENDMENT** is made by and between the

COUNTY OF SANTA BARBARA,  
a political subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

and

GTE MOBILNET of SANTA BARBARA, L.P.  
a Delaware limited partnership doing business  
as Verizon Wireless, by Cellco Partnership, its general partner,  
hereinafter referred to as "LESSEE,"

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property located in the County of Santa Barbara commonly known as the Santa Barbara County Bowl, and more particularly described as Assessor's Parcel Number 029-110-023 which property is used for the purposes of an events venue (hereinafter "Property"); and

**WHEREAS**, COUNTY and LESSEE entered into that certain Lease Agreement (hereinafter "Lease") on December 5, 2006, for LESSEE to install, maintain, and operate a wireless communication facility on a portion of said Property; and

**WHEREAS**, LESSEE made certain covenants under the Lease and the Développement Agreement attached as Exhibit "E" to the Lease to install a water line for the benefit of the Property; and

**WHEREAS**, LESSEE has not fulfilled its obligations under the Lease to install said water line and COUNTY'S Master Lessee, the Santa Barbara Bowl Foundation, has an immediate use of an entire water pipeline system and desires to design, engineer, and install said water line for its new stage roof upgrade; and

**WHEREAS**, the parties therefore desire to reallocate that certain lease obligation, and allow LESSEE to commence operation and use of its communication facility, and hereby resolve LESSEE's covenant to the satisfaction of each party.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements, hereinafter set forth, COUNTY and LESSEE agree to the following amendment to the Lease Agreement:

1. Section 4, PURPOSE AND USE, shall be amended by removing the third sentence of the first paragraph and replaced with the sentence to read as follows:

"LESSEE shall pay the sum of Forty Five Thousand and 00/100 Dollars (\$45,000.00) to COUNTY to contribute toward the costs of COUNTY and/or its Master Lessee, The Santa Barbara Bowl Foundation, to design, engineer, permit, and construct One Thousand Two Hundred Forty-Five lineal feet (1,245 LF) of a six-inch (6") PVC water line in the location depicted on Sheet A-1 of the architectural plans attached hereto as Exhibit "C".

2. Upon making the payment of \$45,000.00, LESSEE shall be relieved of its obligations under Section 4 of the Lease as it pertains to LESSEE's installation of said water line, and LESSEE may commence occupancy of the Premises and begin use and operation of its communication facility thereon.

3. All other terms of the Lease shall remain in full force and effect.

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///  
///

Project: Verizon at County Bowl  
APN: 029-110-023  
Folio: 003500  
Agent: JJS

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy

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

APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

"LESSEE"  
GTE Mobilnet of Santa Barbara Limited  
Partnership, a Delaware limited partnership,  
dba Verizon Wireless

By: [Signature]  
Deputy

By: Cellco Partnership  
Its: General Partner

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: [Signature]  
Name: Keith A. Surratt  
Title: West Area Vice President – Network

By: [Signature]  
Deputy

Date: 7/30/07

APPROVED:  
[Signature]  
Ron Carlentine, SR/WA  
Real Property Manager

APPROVED AS TO INSURANCE FORM:  
[Signature]  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

*[Handwritten signature]*

