Real Estate Assets Department
SDC003

T-Mobile West LLC
TELECM-834-A01

Document Type

LEGAL DOCUMENTS

Sub - Category

ASSIGNMENTS

14 ~~15~~

DocuSign Envelope ID: 6B0F84DE-F554-47D3-A8BB-67FED75CB772

CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT

THIS CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT ("**Consent**") is entered into as of Nov 15, 2022, 2022, by and between THE CITY OF SAN DIEGO, a California municipal corporation ("**City**"), and NEXTEL WEST CORP., a Delaware corporation, as successor in interest to NEXTEL OF CALIFORNIA INC., a Delaware corporation, and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company (collectively, "**Assignor**"), in relation to that certain CITY OF SAN DIEGO TELECOM MASTER LEASE AGREEMENT dated January 5, 2007 (including each attached Addendum to City of San Diego Telecom Master Lease Agreement (collectively, "**Addenda**") for the sites listed in Exhibit B attached to this Consent, collectively, "**Lease**") between City, as lessor, and Assignor, as lessee, regarding that certain real property described in the Addenda for the sites listed in Exhibit B attached to this Consent (individually and collectively, "**Premises**"). Assignor requests City's consent to assign all of Assignor's right, title, and interest in the Lease to T-MOBILE WEST LLC, a Delaware limited liability company ("**Assignee**"), and for Assignee to assume all obligations of the "Lessee" under the Lease following the effective date of such assignment.

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

1. Consent to Assignment. City, as lessor under the Lease, consents to the assignment of the Lease to Assignee pursuant to that certain Assignment and Assumption Agreement between Assignor and Assignee dated June 21, 2022. A true and correct copy of the Assignment Agreement is attached to this Consent as Exhibit A.

2. Assumption and No Release. Assignee expressly assumes and agrees for the benefit of City to be bound by, and to perform and comply with, every obligation of the "Lessee" under the Lease. Notwithstanding City's consent to assignment of the Lease to Assignee, Assignor will remain jointly and severally liable for the payment of rents and for the performance of all other obligations of the "Lessee" under the Lease from and after the effective date of the Assignment Agreement. Notwithstanding anything to the contrary in this Consent or the Assignment Agreement, City may consent to subsequent assignments of the Lease or amend the Lease without notifying Assignor or anyone else liable under the Lease, including any guarantor of the Lease, and without obtaining their consent, and that action by City will not relieve those persons of liability. Any act or omission of Assignee or anyone claiming under or through Assignee that violates the Lease will be deemed a default under the Lease by Assignor.

3. Subsequent Assignments. This Consent does not constitute City's consent to any other or subsequent licensing, subletting, or assignment and does not relieve Assignee or any person claiming under or through any Assignee of the obligation to obtain City's consent to any future assignment or sublease, if and to the extent City's consent is required by the terms of the Lease.

4. Consideration for Assignment. Assignor represents and warrants to City that there are no additional payments of rent or any other consideration of any type that has been paid, is payable, or may become payable by Assignee or any other person to Assignor in connection with the assignment of the Lease to Assignee, other than as disclosed in Assignment Agreement.

5. Brokerage Commission. Assignor acknowledges and agrees that City will not be liable for any brokerage commission or finder's fee in connection with the assignments of the Lease to Assignee or this Consent. Assignor agrees to protect, defend, indemnify, and hold City harmless

from all brokerage commissions, finder's fees, or similar obligations in connection with the assignment of the Lease to Assignee or this Consent, and from all cost or expense (including attorney fees) incurred by City in resisting all claims for brokerage commissions, finder's fees, or similar obligations. The provisions of this Section 5 shall survive the expiration or earlier termination of both the Assignment Agreement and this Consent.

6. Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

7. Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.

8. Entire Agreement; Waiver. This Consent constitutes the final, complete, and exclusive statement between the parties to this Consent pertaining to the terms of City's consent to the assignment of the Lease to Assignee pursuant to the Assignment Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties relating to the Assignment Agreement, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent.

9. No Effect on Lease. Notwithstanding any provision of this Consent to the contrary, this Consent does not release, discharge, or modify any obligation of Lessee or Assignor or Assignee under the Lease.

10. Processing Fees. Assignor agrees to pay City all applicable processing and/or administrative fee(s) charged by City for processing this Consent.

11. No Fee Title Encumbrance. Nothing in this Consent or any document referenced in this Consent is intended to create or authorize the creation of any transfer, lien, or encumbrance affecting the fee title to the Premises.

12. Assignor Liability. Notwithstanding anything to the contrary in this Consent or the Assignment Agreement, Assignor agrees that, as between City and Assignor, Assignor is responsible for all obligations of "Lessee" accruing or arising under the Lease prior to the effective date of the transfer of all Assignor's rights, title, or interests under the Lease to Assignee under the Assignment Agreement.

13. Site Acknowledgment. City, Assignor, and Assignee all acknowledge and agree that there are no sites subject to the Lease other than the sites identified in Exhibit B attached to this Consent.

[Remainder of page intentionally blank. Signatures appear on the following pages.]

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SIGNATURE PAGE
TO
CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT

City, Assignor, and Assignee sign and enter into this Consent by and through the signatures of their respective authorized representatives set forth below:

THE CITY OF SAN DIEGO, a California municipal corporation

By: _____
Penny Maus
Director
Department of Real Estate and Airport Management

SPRINT PCS ASSETS, L.L.C.

and

NEXTEL WEST CORP.

By: DocuSigned by: Martha Ventura 08021B7B4F5B420...
Name: Martha Ventura
Title: Vice President

T-MOBILE WEST LLC

By: DocuSigned by: Martha Ventura 08021B7B4F55420...
Name: Martha Ventura
Title: Vice President

Approved as to form on
Nov 15, 2022 :

MARA W. ELLIOTT, City Attorney

By: Delmar Williams
Delmar Williams (Nov 15, 2022 07:27 PST)
Delmar G. Williams
Deputy City Attorney

EXHIBIT A
TO
CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT

[COPY OF ASSIGNMENT AGREEMENT TO BE ATTACHED BEHIND THIS COVER PAGE]

DocuSign Envelope ID: 6B0F84DE-F554-47D3-A8BB-67FED75CB772

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is entered into as of the date of last signature ("**Effective Date**"), by and between Sprint PCS Assets, L.L.C., and Nextel West Corp., as successor in interest to Nextel of California, Inc. (individually and collectively, "**Assignor**"), and T-Mobile West LLC ("**Assignee**").

BACKGROUND

Assignors are parties to a Telecom Master Lease Agreement dated January 5, 2007 ("**MLA**") with the City of San Diego, California, together with the Addenda that were entered into under the MLA with respect to the Sites identified on attached Exhibit A (the "**Addenda Sites**").

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are acknowledged, Assignor and Assignee agree as follows:

1. **Assignment by Assignor**. Assignor sells, conveys, grants, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the MLA and the Addenda for the Addenda Sites, together with Assignor's leasehold estate as set forth in the MLA and Addenda and all easements, licenses and other rights or privileges accruing to Assignor under or in connection with the MLA and Addenda.

2. **Assumption by Assignee**. Assignee accepts the assignment of the MLA and Addenda as herein set forth, and expressly assumes the payment and performance of all of Assignor's obligations under the MLA and Addenda (other than obligations arising out of acts or conduct of Assignor prior to the Effective Date) to the same extent as if Assignee had been named tenant under the MLA and Addenda.

3. **Mutual Indemnity**. Assignee indemnifies and agrees to defend Assignor against and holds Assignee harmless from any and all liabilities, suits, actions, losses, damages, fees, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") suffered or incurred by Assignor resulting from or related to any failure by Assignee to observe or perform any of its agreements or obligations under the MLA or Addenda on or subsequent to the Effective Date. Assignor indemnifies and agrees to defend Assignee against and holds Assignee harmless from any and all Claims suffered or incurred by Assignee resulting from or related to any failure by Assignor to observe or perform any of its agreements or obligations under the MLA or Addenda prior to the Effective Date.

4. **Execution and Counterparts**. This Assignment may be executed in two or more counterparts, all of which taken together constitute one and the same instrument. Any signed counterpart of this Assignment may be delivered by facsimile or other form of electronic transmission (e.g., pdf), with the same legal force and effect as delivery of an originally signed agreement.

5. **Governing Law**. This Assignment is controlled by and is to be construed in accordance with the laws of the State of California.

Assignor and Assignee have executed this Assignment as of the date Effective Date.

ASSIGNORS:

Sprint PCS Assets, L.L.C.
and
Nextel West Corp.

By: DocuSigned by: Martha Ventura 08021B7B4E55420...
Printed Name: Martha Ventura
Title: Vice President Engineering & Operations
Date: 6/21/2022, 2022

ASSIGNEE:

T-Mobile West LLC

By: DocuSigned by: Martha Ventura 08021B7B4F55420...
Printed Name: Martha Ventura
Title: Vice President Engineering & Operations
Date: 6/21/2022, 2022

DocuSign Envelope ID: 6B0F84DE-F554-47D3-A8BB-67FED75CB772

Exhibit A

Site Name	City Dept.	Site Type	Site ID
Balboa Golf Course	P&R	antennas on chain link fence	SD03XC009
Scripps Ranch Reservoir	PUD	Water Tank	SD03XC173
Encanto Stand Pipe	PUD	faux-tree	* CA5142A - SD73XC163A
Cliffridge Park	P&R	Foul Pole	SD35XC108
Encanto Park	P&R	Light Standards	* SD34XC666
Kiowa Dr/ Lake Murray	PUD	rooftop, facade mounted, FRP	* SD34XC689
MOC	PUD	temporary COW	SD03XC048
Tierrasanta Park	P&R	Light Standards	SD55XC011
Miramar Ranch N. Water Tank	PUD	Water Tank	* SD60XC012

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EXHIBIT B
TO
CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT

Site Name	City Dept.	Site Type	Site ID
Balboa Golf Course	P&R	antennas on chain link fence	SD03XC009
Scripps Ranch Reservoir	PUD	Water Tank	SD03XC173
Encanto Stand Pipe	PUD	faux-tree	* CA5142A - SD73XC163A
Cliffridge Park	P&R	Foul Pole	SD35XC108
Encanto Park	P&R	Light Standards	* SD34XC666
Kiowa Dr/ Lake Murray	PUD	rooftop, facade mounted, FRP	* SD34XC689
MOC	PUD	temporary COW	SD03XC048
Tierrasanta Park	P&R	Light Standards	SD55XC011
Miramar Ranch N. Water Tank	PUD	Water Tank	* SD60XC012

TENANT ESTOPPEL CERTIFICATE (BLANKET)

NEXTEL WEST CORP. and SPRINT PCS ASSETS, L.L.C.

City of San Diego
Department of Real Estate and Airport Management
Attn: Carla Gresham
1200 Third Avenue, 17th Floor
San Diego, CA 92101

RE: CITY OF SAN DIEGO TELECOM MASTER LEASE AGREEMENT ("Lease"), between The City of San Diego, a California municipal corporation ("Lessor"), and NEXTEL WEST CORP., a Delaware corporation, as successor in interest to NEXTEL OF CALIFORNIA INC., a Delaware corporation, and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company (collectively, "Lessee"), for each of the sites generally described in attached Exhibit B (individually and collectively, the "Premises").

This Estoppel Certificate is given concurrently with the proposed assignment of the Lease by Lessee to T-Mobile West LLC, a Delaware limited liability company ("Assignee"). Lessee certifies to Lessor that, as of the date of this Estoppel Certificate, all the following are true:

1. A true copy of the Lease is attached to this Estoppel Certificate as Exhibit A and there have been no amendments, modifications, changes or additions to the Lease (as attached).

2. Lessee has not assigned, sublet, or licensed use of the Premises (except as disclosed in this Estoppel Certificate), transferred, encumbered or otherwise disposed of the Lease, any interest in the Lease, or any demand, obligation, liability, or cause of action arising out of the Lease, except as permitted by the Lease and shown in the records of the Recorder for the County of San Diego for the Premises.

3. Lessee is in possession of the Premises, subject to the subleases and/or licenses disclosed in this Estoppel Certificate.

4. Lessee has satisfied, in all material respects, all of its obligations under the Lease to make improvements to the Premises.

5. Lessee is not in default under the Lease.

6. Lessor is not in default under the Lease and no event has occurred that, with the giving of notice or the passage of time, or both, would constitute a default under the Lease by Lessor.

7. Lessor has performed each of Lessor's obligations under the Lease and no performance of Lessor is due to Lessee under the Lease.

8. No claim, controversy, dispute or disagreement exists between Lessor and Lessee under the Lease.

9. The term of the Lease began on January 1, 2005, and expired by its own terms on January 31, 2017. The Lease has been in a post-termination holdover tenancy status since its expiration.

10. The "Rent" for each individual Premises under the Lease, effective on the date of this Estoppel Certificate, is shown in Exhibit B attached to this Estoppel Certificate.

11. There is no "free rent" or other rent concession or adjustments to which Lessee is entitled under the remaining term of the Lease.

12. Lessor is not holding any security deposit or other deposit received from or for the benefit of Lessee and Lessee has no claim against Lessor for any deposits or other amounts.

13. Lessee has no defense or offset Lessee could allege in any action brought against Lessee for amounts accruing under the Lease.

14. Lessee has no option or right to purchase all or any part of the Premises.

15. No violation of any environmental law or regulation has occurred or currently exists with respect to the Premises.

16. There are no unpaid or outstanding claims, bills or invoices for any labor performed upon or materials furnished to either Lessee or the Premises for which any lien or encumbrance including, without limitation, materialmen, suppliers and mechanic's liens, have been asserted or may be asserted against either Lessee or the Premises.

17. There are no actions, voluntary or involuntary, pending against Lessee under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state in the United States.

18. There are no existing, pending or threatened lawsuits affecting the Premises or the Lease.

19. Lessee has entered into subleases or licenses affecting the Premises that are currently in effect only as described in Exhibit B attached to this Estoppel Certificate.

20. Lessee has not assigned, sublet, licensed, transferred, encumbered or otherwise disposed of any sublease or license, any interest in any sublease or license, or any demand, obligation, liability, or cause of action arising out of any sublease or license, except as permitted by the Lease and shown in the records of the Recorder for the County of San Diego for the Premises.

21. Lessee is not in default under any sublease or license.

22. No subtenant or licensee is in default under any sublease and no event has occurred that, with the giving of notice or the passage of time, or both, would constitute a default under any sublease or license by a subtenant or licensee, respectively.

23. No claim, controversy, dispute or disagreement exists between Lessee and any subtenant or licensee under any sublease or license, respectively.

24. The person signing this Estoppel Certificate is authorized to sign this Estoppel Certificate on behalf of Lessee.

This Estoppel Certificate is given to Lessor, for the benefit of Lessor, and may be relied upon by Lessor for all purposes, including, without limitation, providing estoppel certifications to Assignee or any lender to Assignee.

7/13/2022, 2022

TENANT:

NEXTEL WEST CORP., a Delaware corporation

By: DocuSigned by: Martha Ventura 08021B7B4F55420...
Martha Ventura, VP Engineering

SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company

By: DocuSigned by: Martha Ventura 08021B7B4F55420...
Martha Ventura, VP Engineering

ASSISTANT SECRETARY CERTIFICATION OF AUTHORITY

SPRINT PCS ASSETS, L.L.C.

I, Frederick Williams, do hereby certify that I am a duly elected and acting Assistant Secretary of SPRINT SPECTRUM LLC, a Delaware limited liability company ("Sole Member"), the sole member of SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company ("LLC"), and have access to the records and minutes of the LLC and the Sole Member.

I further certify that, based on the records and minutes of the LLC and the Sole Member, the following named person(s):

NAME & TITLE:

SIGNATURE:

Martha Ventura
Vice President, Network Engineering and Operations

be, and they are, authorized and empowered for and on behalf of and in the name of the LLC to sign, enter into, and deliver that certain **CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT** by and between the City of San Diego, a California municipal corporation ("City"), and the LLC ("Agreement"), and all other documents to be made or entered into by the LLC in connection with the transactions and activities contemplated in the Agreement, pursuant to which the LLC may use or possess real property owned or controlled by the City. The above-named persons are also authorized and empowered for and on behalf of and in the name of the LLC to perform the obligations of the LLC set forth in the Agreement and to take all actions that may be considered necessary or convenient to conclude the transactions and perform the obligations of the LLC pursuant to the Agreement.

I further certify that: (1) the activities covered by the authorities certified to in this Certificate and the foregoing certifications constitute duly authorized activities of the LLC; (2) these authorities and certifications are now in full force and effect; and (3) there is no provision in any document under which the LLC is organized and/or that governs the LLC's continued existence or operation limiting these authorities and certifications and such authorities and certifications conform with the provisions of all such documents.

I further certify that the signature of the representative of the LLC set forth above opposite her name is his genuine signature and may be accepted and relied upon by City as such.

Sprint Spectrum LLC, a Delaware limited liability company, sole member of Sprint PCS Assets, L.L.C.

DocuSigned by:
Frederick Williams
0800440B13EF4B7...

Dated: July 28, 2022

Frederick Williams
Assistant Secretary

ASSISTANT SECRETARY'S CERTIFICATE OF AUTHORIZATION

I, Katie True-Awtry, do hereby certify that I am a duly elected and acting Assistant Secretary of T-Mobile USA, Inc. a Delaware corporation and the business entities listed on Exhibit B (collectively, the "T-Mobile Entities", together "T-Mobile") and have access to the records and minutes of T-Mobile.

I further certify that, based on information provided to me and subject to the applicable contracting policy, including without limitation, the Delegation of Authority Policy of T-Mobile, Martha Ventura, Vice President, Field Engineering, is authorized to execute agreements relating to the individual cell site (macro) lease and license agreements and amendments thereto, and the ancillary agreements and documents listed in Exhibit A, on behalf of T-Mobile.

DATED: 10/5/2021

T-Mobile USA, Inc.
T-Mobile Entities

Katie True-Awtry
Assistant Secretary

T-Mobile

12920 SE 38th Street, Bellevue, WA 98006
www.t-mobile.com

Exhibit A

The following ancillary documents are authorized for signature to the extent related to an individual cell site (macro)[1]:

Affidavits/Pleadings required to support litigation or zoning/permitting applications

Bill of Sale (for equipment being left for the landlord or a third party after T-Mobile vacates a site)

Cost Share Agreements, including the development and construction of sites for a municipality (RFP for new site builds/structure modifications)

COW/COLT Agreements

Easements

Entry and Testing Agreements

Generator Agreements

Indemnification agreements relating to permits

Indemnification agreements/authorizations for utility to install equipment above power lines

Memorandum of Lease (MOL) and release of MOL

Microwave Agreements

RFPs from municipalities/government agencies for cell site leases (non-binding agreements only)

Settlement agreements for back rent/utilities or property damage

Single site agreements including site leases/licenses/subleases/sublicenses, amendments, consent agreements, temporary relocation/reimbursement agreements, utility use agreements, lease termination agreements/pay and walk agreements, but not lease termination notices or notices of non-renewal

Various forms required when dealing with federal, state, or local government agencies

Zoning or Permit Approvals that need to be countersigned by any of the entities in Exhibit B

Excluded Agreements: The following documents can only be executed by T-Mobile Procurement or Property Management personnel with the required signing authority:

- National/Regional Master Lease and BTS Agreements/Amendments
- Distributed Antenna System (DAS) Agreements
- In-Building Agreements
- Small Cell Agreements
- Estoppels
- SNDAs
- Lease termination notices or notices of non-renewal
- Bonds
- Any agreement that needs to be executed on behalf of T-Mobile USA, Inc.
- Tfb Agreements

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[1] The Delegate is also authorized to execute non-Excluded Agreements listed on this Exhibit A in connection with the implementation of initiatives led by T-Mobile's Procurement and Alternative Coverage Solutions teams, e.g., small cells, distributed antenna systems (DAS), and in-building agreements.

Exhibit B

T-Mobile Region:	West
T-Mobile Entities Authorized:	Clear Wireless, LLC MetroPCS California, LLC MetroPCS Nevada, LLC Nextel South Corp. Nextel West Corp. Sprint Communications Company, LP Sprint Corporation Sprint PCS Assets, L.L.C. Sprint Solutions, Inc. Sprint Spectrum LLC Sprint Spectrum Realty Company, LLC Sprint/United Management Company SprintCom, Inc. T-Mobile West LLC

ASSISTANT SECRETARY CERTIFICATION OF AUTHORITY

NEXTEL WEST CORP.

I, Frederick Williams, do hereby certify that I am a duly elected and acting Assistant Secretary of , Nextel West Corp., a Delaware corporation (the "Corporation"), and have access to the records and minutes of the Corporation.

I further certify that, based on the records and minutes of the Corporation, the following named person(s):

NAME & TITLE:

SIGNATURE:

Martha Ventura
Vice President, Network Engineering and Operations

be, and they are, authorized and empowered for and on behalf of and in the name of the Corporation to sign, enter into, and deliver that certain **CONSENT TO ASSIGNMENT OF TELECOM MASTER LEASE AGREEMENT** by and between the City of San Diego, a California municipal corporation ("City"), and the Corporation ("Agreement"), and all other documents to be made or entered into by the Corporation in connection with the transactions and activities contemplated in the Agreement, pursuant to which the Corporation may use or possess real property owned or controlled by the City. The above-named persons are also authorized and empowered for and on behalf of and in the name of the Corporation to perform the obligations of the Corporation set forth in the Agreement and to take all actions that may be considered necessary or convenient to conclude the transactions and perform the obligations of the Corporation pursuant to the Agreement.

I further certify that: (1) the activities covered by the authorities certified to in this Certificate and the foregoing certifications constitute duly authorized activities of the Corporation; (2) these authorities and certifications are now in full force and effect; and (3) there is no provision in any document under which the Corporation is organized and/or that governs the Corporation's continued existence or operation limiting these authorities and certifications and such authorities and certifications conform with the provisions of all such documents.

I further certify that the signature of the representative of the Corporation set forth above opposite her name is his genuine signature and may be accepted and relied upon by City as such.

Nextel West Corp., a Delaware corporation

DocuSigned by:
Frederick Williams
0B00440B13EF4B7...

Dated: September 20, 2022

Frederick Williams
Assistant Secretary

Department of Real Estate and Airport Management

DOCUMENT ROUTING FORM

T-Mobile/Sprint Consent to Assignment Agreement

Title of document to be signed

Carla Gresham

Your Name/Property Agent's Name

Program Manager/Supervisor Signature

10/11/22

Date

See next page

City Attorney Initials

Print name of City Attorney: Delmar Williams

Date of City Attorney Approval: 08/23/2022

Explanation/Notes:

This agreement and the supporting documents memorialize the City's consent to assignment as it relates to Sprint's assignment of its interest to T-Mobile under agreement TELECM-834-A00. Under this MLA there are nine (9) impacted sites. The agreement expired January 31, 2017 and has been in a holdover status.

Attachments:

Deputy Signature: VC

Date: 10/13/22

Consent to Assignment Fo

Signing Authority Documents

Secretary Certifications

** For voids, please provide specific information detailing the reason for the void.**

Department of Real Estate and Airport Management

DOCUMENT ROUTING FORM

T-Mobile/Sprint Consent to Assignment Agreement

Title of document to be signed

Carla Gresham

Your Name/Property Agent's Name

Program Manager/Supervisor Signature

10/18/22

Date

Print name of City Attorney: Delmar Williams

City Attorney Initials

Date of City Attorney Approval: 08/23/2022

Explanation/Notes:

This agreement and the supporting documents memorialize the City's consent to assignment as it relates to Sprint's assignment of its interest to T-Mobile under agreement TELECM-834-A00. Under this MLA there are nine (9) impacted sites. The agreement expired January 31, 2017 and has been in a holdover status. Sprint assigned several sites to T-Mobile; T-Mobile would like to decommission five sites. The CAO recommended we formally assign the rights to T-Mobile for this decommissioning effort and sites not decommissioned will be addressed in new licenses.

Attachments:

Deputy Signature:_____ Date: _____

Consent to Assignment Fori

Signing Authority Documents

Secretary Certifications

OneDrive file shared with a

**** For voids, please provide specific information detailing the reason for the void.****

THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: October 11, 2022

TO: Penny Maus, Director, Department of Real Estate and Airport Management

FROM: Carla Gresham, Supervising Property Agent, Department of Real Estate and Airport Management via Lucy Contreras, Deputy Director, Department of Real Estate and Airport Management

Subject: Consent to Assignment– Sprint to T-Mobile - Master Lease Agreement

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Background & Purpose:
The City of San Diego has an agreement with Sprint PCS for multiple telecommunications sites. Sprint PCS Assets, L.L.C is requesting the City's written consent to assign its interest to T-Mobile West L.L. C. The consent will provide for the transferring of Sprint's interest in 9 sites.

Lease Agreement History for the Property
On January 05, 2007, the City entered into a 10-year Master Lease Agreement (MLA) with Nextel West Corp which subsequently merged with Sprint PCS Assets, for the installation and operation of various communications facilities located in various locations on City-owned property. This is a month to month agreement which was placed in a holdover status in February 2017. The City is currently negotiating a new license agreement with T-Mobile which will be used to enter into new agreements for individual sites.

This consent will allow T-Mobile to enter into new agreements with the City or proceed with decommissioning sites they no longer wish to operate.

Discussion:
The consent to assignment is ready for review and signature. T-Mobile would like to decommission several of these sites in an effort to facilitate in the development of Dish Wireless' network per requirements established by the Department of Justice.

Market Rent Valuation
Rent for individual sites, once assigned, will be based on 2021 Telecom Appraisal for macro-sites.

Insurance
Lessee has maintained the insurance coverages required by the Lease.

Rent Payment History
Lessee has made a good faith effort to bring the account current and continues to work with the City on further reconciliation. Additionally, T-Mobile has accepted responsibility for all terms and conditions under the existing agreement.

Processing Fee
Processing fee was received in November 2021.

Environmental Review
The City of San Diego conducted an environmental review and determined that the project would qualify as categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. Since the project would only allow for the sublease of an existing WCF the exemption was deemed appropriate. The project is located on a developed site and no environmental impacts were identified and none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

RECOMMENDED FOR APPROVAL:

Carla Gresham

Carla Gresham
Supervising Property Agent, Lease Administration

Nicole McGinnis
Program Manager, Lease Administration

Attachments: Consent to Assignment
Estoppel Certificate (between Nextel, Sprint and T-Mobile)
Assistant Secretary Certification of Authority forms

THE CITY OF SAN DIEGO

Date of Notice October 27, 2022

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 11003679

PROJECT NAME/PROJECT NUMBER: Sprint-Consent to Agreement / N/A

COMMUNITY PLAN AREA/Council District:

1. Balboa Park (Balboa Golf Course) /CD3
2. Scripps Ranch (Scripps Ranch Reservoir) /CD 5
3. Skyline Paradise Hills (Encanto Standpipe)/CD4
4. La Jolla (Cliffridge Park)/CD 1
5. Encanto Neighborhoods (Encanto Park)/CD4
6. Navajo (Lake Murry Park)/ CD7
7. Kearny Mesa (MOC)/ CD6
8. Tierrasanta (Tierrasanta Park)/ CD 7
9. Miramar Ranch North (Miramar Ranch North Water Tank)/ CD 5

LOCATION:

1. Balboa Golf Course- 2600 Golf Course San Diego, CA
2. Scripps Ranch Reservoir-12227 Spring Canyon Road San Diego, CA
3. Encanto Standpipe-6780 Aviation Drive San Diego, CA
4. Cliffridge Park-8311 Cliffridge Avenue San Diego, CA
5. Encanto Park-6508 Wunderlin, San Diego, CA
6. Kiowa Drive/Lake Murry- 5510 Kiowa Drive San Diego, CA
7. MOC-5571 Kearny Villa Road, San Diego, CA
8. Tierrasanta Park- 11220 Clairemont Mesa Boulevard, San Diego CA
9. Miramar Ranch North Water Tank-11496 Weatherhill Way San Diego, CA.

PROJECT DESCRIPTION: The proposed project is an agreement between the City of San Diego and Sprint PCS Assets, L.L.C. Sprint is requesting the City's written consent to assign its interest to T-Mobile West L.L. C. The consent will provide for the transferring of Sprint's interest in 9 sites described above. No physical development is associated with these projects and the project would consist of existing telecommunication sites and impacts to sensitive resources should not occur.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Section 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego, Development Services Department

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review and determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. Since the project would only allow for the transferring of interests from one provider to another of existing WCFs the exemption was deemed appropriate. The project sites are located within developed areas and no environmental impacts were identified and none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

DEVELOPMENT PROJECT MANAGER:	Carla Gresham
MAILING ADDRESS:	1200 Third Avenue, Suite 1700 San Diego, CA 92101
PHONE NUMBER/EMAIL:	(619) 236-6729/ CGresham@sandiego.gov

On October 27, 2022 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determinations to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice and the appeal period would end on November 10, 2022. During the Statewide "Safer-at-Home" directive to reduce the spread of COVID-19, beginning March 19, 2020, appeals to the City Clerk must be filed by email or US Mail as follows:

1) Appeals filed via E-mail: The Development Permit/Environmental Determination Appeal Application Form DS-3031 can be obtained at https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf. Send the completed appeal form (including grounds for appeal and supporting documentation in pdf format) by email to Hearings1@sandiego.gov by 5:00 p.m. on the last day of the appeal period; your email appeal will be acknowledged within 24 business hours. You must separately mail the appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be United States Postal Service (USPS) postmarked) before or on the final date of the appeal. Please include the project # on the memo line of the check.

2) Appeals filed in person: The Development Permit/Environmental Determination Appeal Application Form DS-3031 can be obtained at https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf . Deposit the fully completed appeal application DS-3031 (including grounds for appeal and supporting documentation) in a sealed envelope, into the Drop-Off Box located under the Public Notice Kiosk to the left of the public entrance to the City Administration Building, 202 "C" Street, San Diego, CA 92101, by 5:00pm on the last day of the appeal period. The Drop-Off Box is available from 8:00am to 5:00pm Monday through Friday (excluding City-approved holidays). The completed appeal package must include the required

appeal fee per this bulletin in the form of a check or money order payable to the "City Treasurer." Please include the project # on the memo line of the check/money order. This Drop-Off Box is checked daily, and payments are processed the following business day.

This information will be made available in alternative formats upon request.

