



MEETING DATE: September 11, 2024

AGENDA ITEM: 9. Beckwourth Peak Repeater transfer of lease

FROM: Susan Scarlett

RE: Transfer of lease agreement for Beckwourth Peak repeater to the Beckwourth Peak Fire Protection District

BACKGROUND:

The City of Portola, in 2011, entered into an agreement for license rights to lease space on a communications tower located at #1B Beckwourth Peak Road for the purpose of receiving and transmitting radio signals. The City no longer has a Fire Department and Beckwourth Peak Fire Protection District has requested the transfer of the agreement to them. In order to make the transfer the owner of the communications tower has indicated that an assignment would need to be made from the City to the District.

RECOMMENDATION:

Approve the Assignment between the City of Portola and Beckwourth Peak Fire Protection District, direct the Interim City Manager to execute the assignment and deliver it to EIP Holdings II, LLC.

FISCAL IMPACT:

The City would no longer be paying for the license fee.

ATTACHMENTS:

- A. ASSIGNMENT - BECKWOURTH REPEATER SITE - BPPFD (1)(1)

PREPARED BY AND
WHEN RECORDED MAIL TO:

City of Portola
P.O. Box 1225
Portola, CA 96122

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____
Exempt from Fees -Government Code § 27383

ASSIGNMENT

This ASSIGNMENT ("Assignment") is made and entered into this _____ day of September 2024 ("Effective Date"), by and between the City of Portola, a California municipal corporation ("Assignor"), and the Beckwourth Peak Fire Protection District, a California special district ("Assignee").

WITNESSETH

WHEREAS, Assignor is the holder of license rights to lease space on a communications tower located at #1-B Beckwourth Peak Road, Portola, CA 96122 for the purpose of receiving and transmitting radio signals ("Property");

WHEREAS, Assignor is the licensee under that certain LICENSE dated, made and entered into on January 1, 2011 by and between Ernest H. Zebal, Jr. dba Plumas Communications and the City of Portola ("Agreement"); and

WHEREAS, Ernest H. Zebal, Jr. dba Plumas Communications transferred its ownership interest to the communications tower on the Property to EIP Holdings II, LLC

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, obligations, and interest in, to, and under the Agreement, and Assignee desires to accept such assignment, in accordance with the terms hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Assignor absolutely and irrevocably transfers and assigns to Assignee, as of the Effective Date, all of Assignor's rights, title, obligations, and interest in, to, and under the Agreement.

3. Assignee hereby assumes all of Assignor's rights, title, obligations, and interest in, to, and under the Assigned Agreements accruing on and after the Effective Date, including but not limited to the obligation to pay rent or other sums due and payable under the Agreement.

4. This Assignment may be recorded by any party in the books and records of the jurisdiction in which the Property is located, but the terms of this Assignment shall be effective regardless of whether any party so records.

5. This Assignment may be modified, amended, or otherwise altered only in writing, signed by Assignor and Assignee, or their respective successors or assigns.

6. If this Assignment is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart, provided, however, that any party delivering such executed counterpart by email, facsimile or other electronic transmission shall promptly forward a manually executed, original counterpart to the other party.

7. If any provision of this Assignment is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid, and enforceable to reflect the intent of the parties most closely as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Assignment and the other provisions of this Assignment shall remain in full force and effect.

[Signatures to immediately follow.]

