

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

420



SUBMITTAL DATE:
June 30, 2010

FROM: Economic Development Agency

SUBJECT: Communications Site Lease Agreement – Lamb Canyon Landfill – SPRINT

RECOMMENDED MOTIONS:

1. That the Board of Supervisors ratify the attached Communication Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County.
2. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: N/A- Revenue Tease	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel*
 DATE: 6-7-10
 SYNTHIA M. GUNZEL

Departmental Concurrence

By:
 Hans Kenkamp, General Manager
 Waste Management

Dept't Recomm.: Consent Policy Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.32

BACKGROUND: In 1998, the County entered into a ground lease agreement with Cox Communications that entitled Cox to install and maintain communication equipment in a small area flanking the Lamb Canyon landfill area of operations, adjacent to a tower structure that is also situated on County land but is owned and operated by T-Mobile. The term of the original lease expired November 2008. This new lease between the County and Sprint will replace the original lease. The current rent generated by this lease is \$1,075.14; the increase to \$2,000.00 shall be retroactive to December 1, 2008. Sprint has a separate agreement with T-Mobile which allows Sprint to place antennae equipment on T-Mobile's tower structure.

Board Policy B-26 requires that the income generated by this lease agreement shall be set aside for public safety, into a fund that is controlled by the Executive Office. Waste Management has consented to extension of the tenancy and has reviewed and approved of the lease form and content.

Lessor: County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, California 92501

Premises Location: 16411 Lamb Canyon Road
Beaumont, California

Term: Retroactively five (5) years commencing on December 1, 2008 and expiring November 30, 2013, with a series of four consecutive options to extend the tenancy an additional five years each.

Size: 382 square feet of ground space

Rent: \$2,000.00 per month
\$24,000.00 per year
4% annual increases

Utilities: Provided by Lessee

Maintenance: Provided by Lessee

Custodial: N/A

The attached Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

There are no costs associated with this Form 11.

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("**Agreement**") is dated as of _____, by and between SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company ("**Tenant**") and County OF RIVERSIDE, a political subdivision of the State of California ("**County**" or "**Landlord**").

1. Premises

County owns several parcels of land ("**Land**") located in the City of Beaumont, County of Riverside, State of California, commonly known as 16411 Lamb Canyon Road. Parcels that are traversed to access the lease area include APNs: 421-220-014,024,025 & 421-230-009. The Land is more particularly described in **Exhibit A** attached hereto. Subject to the provisions of Paragraph 2 below County hereby leases to Tenant and Tenant leases from County approximately 382 square feet of the Land for cabinets, wireless radio equipment antennas and cabling and all access and utility easements necessary or desirable heretofore ("**Premises**"), as may be depicted generally in **Exhibit B** attached hereto.

2. Effective Date

This Agreement shall be effective on the date of full execution hereof ("**Effective Date**").

3. Term

The term of Tenant's tenancy hereunder shall commence on December 1, 2008 ("**Term Commencement Date**") and shall expire at midnight on November 30, 2013 ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the option to extend the Term for four (4) successive five (5) year periods ("**Renewal Term**") on the same terms and conditions as set forth herein. Tenant must provide written notification of its election to extend the term of this Agreement no more than 180 days prior to the expiration date and no fewer than 90 days prior to the expiration date.

4. Rent

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to County as rent TWO THOUSAND and 00/100 Dollars (\$2,000.00) per month ("**Rent**"). Rent for any fractional month shall be prorated. Rent shall be payable to County of RIVERSIDE and shall be delivered to County of Riverside, Economic Development Agency at 3403 Tenth Street, Suite 500, Riverside, California, 92501. County shall furnish Tenant with an executed W-9 form.

(b) Rent shall be increased on each anniversary of the Term Commencement Date by an amount equal to four percent (4%) of the Rent for the previous year.

5. Use

(a) From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services.

(b) Upon the expiration, cancellation or termination of this Agreement, Tenant shall surrender the Premises to County in good condition, less ordinary wear and tear. Notwithstanding anything to the contrary in this Agreement, Tenant (or its successors or assigns) shall remove Tenant's Facilities completely from

County's Land in the event of Abandonment of Tenant's Facilities. Abandonment of Tenant's Facilities" shall have the meaning provided in Section 19.411 of Riverside County Ordinance No. 348.

(c) Tenant shall comply and remain in compliance with all conditions as set forth in any Conditions of Approval issued by the Planning Department of the County of Riverside.

6. Facilities; Utilities; Access

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation a foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator, generator pad, and supporting equipment and structures therefore ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but shall not be required to remove any foundation more than one (1) foot below grade level.

(b) County shall provide access to Tenant, Tenant's employees, agents, contractors and subcontractors to the leased premises twenty four (24) hours a day, seven (7) days a week. Tenant shall have ingress and egress to and from said facilities over such routes and in strict accordance with procedures established by Riverside County Waste Management's Supervisor and outlined in "Exhibit D", attached hereto and made a part of this Agreement. In the event County personnel is required to accompany Tenant, Tenant shall pay for such accompaniment at the same hourly rate(s), set forth below, within thirty (30) days after receipt of a billing and accounting invoice from the County. Tenant shall pay for such accompaniment at the hourly rate of \$135.00, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, and at an hourly rate of \$150.00 at all other times. Tenant shall pay for such services on a monthly basis within 30 days of receipt of the invoice for such services. County represents and warrants that it has full rights of ingress and egress from a public right-of-way to and from the Premises, and hereby grants such rights to Tenant to the extent required to construct, maintain, install and operate Tenant's Facilities on the Premises, and to remove them there from. Tenant's exercise of such rights shall not cause undue inconvenience to County.

7. Interference

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements including those prohibiting interference to communications facilities of County or other tenants or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Tenant acknowledges that County operates the Land for landfill purposes and Tenant agrees that the operation of the Tenant Facilities shall not interfere with County's equipment customarily used in its landfill operations ("**Landfill Equipment**"). In the event interference occurs, Tenant agrees to use best efforts to eliminate such interference in a reasonable time period, provided that such Landfill Equipment does not physically or electronically obstruct the Tenant Facilities. In the event the Tenant Facilities interfere with the Landfill Equipment, Tenant shall cure such interference as soon as reasonably practicable under the circumstances, but in no event more than twenty-four (24) hours from receipt of notice, or Tenant shall cease operating the interfering equipment, except for

intermittent periods of testing to determine whether the interference has been resolved. Tenant's failure to comply with this paragraph shall be a material breach of this Agreement.

(b) Subsequent to the installation of the Tenant Facilities, County will not, and will not permit its tenants or licensees to, cause interference with Tenant's operations. In the event interference occurs, County agrees to use best efforts to eliminate such interference in a reasonable time period. County's Landfill Equipment shall be exempt from the interference obligations of this subsection, provided that the conditions set forth in Paragraph 7(a) are met, and in the event the Landfill Equipment creates such interference, Tenant's sole remedy shall be to terminate this Agreement.

8. Obstructions During Maintenance / Operation

Tenant will not use, nor will Tenant permit its employees, subtenants, licensees, invitees or agents to use, any portion of the Land in any way, which interferes with the County's Waste Management Department facility in its duty to provide service and public safety to the community. In the event of an emergency and at the direction of County, Tenant agrees to remove any and all equipment that interferes with the existing County Waste Management Department to do its duty. Notwithstanding anything to the contrary this includes all city, County, state and federal public safety agencies and their respective facilities.

9. Taxes

If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Tenant acknowledges that this Agreement may create a possessory interest that will subject to property taxation, and further agrees to pay any such obligation. The Land is, and shall remain, tax exempt so long as County of Riverside remains the owner of the Land.

10. Waiver of Landlord's Lien

(a) County waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without County's consent.

(b) County acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, County (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

11. Termination

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize

the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Premises reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the County fails to deliver to Tenant an executed memorandum of agreement pursuant to Paragraph 20(g) below, or (vii) for economic reasons, provided Tenant pays an early termination fee to County equivalent to twenty percent (20%) of the remaining lease payments from the termination date to the expiration date, or (viii) by County at any time after January 1, 2019, provided County gives Tenant eighteen (18) months advance written notice of its election to do so.

12. Destruction or Condemnation

If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

13. Insurance

Without limiting or diminishing the LICENSEE'S obligation to indemnify or hold the COUNTY harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

(A.) Workers' Compensation: If the LICENSEE has employees as defined by the State of California, the LICENSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than One Million Dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(B.) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(C.) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then LICENSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(D.) General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The LICENSEE'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed Five Hundred Thousand Dollars (\$500,000) per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LICENSEE'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) LICENSEE shall cause LICENSEE'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any cancellation of such insurance. In the event of a cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LICENSEE shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the LICENSEE'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the LICENSEE has become inadequate.

6) LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) LICENSEE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

14. Liability and Indemnity

(a) Tenant shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services or use of Tenant, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Tenant, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Tenant shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

(b) With respect to any action or claim subject to indemnification herein by Tenant, Tenant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Tenant's indemnification to County as set forth herein.

(c) Tenant's obligation hereunder shall be satisfied when Tenant has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

(d) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Tenant's obligations to indemnify and hold harmless the County herein from third party claims.

(e) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Tenant from indemnifying the County to the fullest extent allowed by law.

(f) The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. Assignment and Subletting

Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant will have the right, without notice to or consent of Owner, to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (i) any entity controlling, controlled by or under common control with Tenant; (ii) any entity acquiring substantially all of the assets of Tenant; (iii) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" or "Nextel" brand name or any successor brand name(s) or other brand name(s) used or licensed by Tenant's parent corporation ("Contract Affiliate"); or (iv) any successor entity in a merger or consolidation involving Tenant. Owner will not be entitled to any additional rent or other fees for its review or approval.

16. Warranty of Title and Quiet Enjoyment

County warrants that: (i) County owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and

clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) County covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto,

17. Maintenance; Repairs; Right to Enter

(a) Tenant acknowledges that Tenant has made a thorough inspection of the Premises prior to the Term Commencement Date of this Agreement, and that it accepts the Premises as of the Term Commencement Date in their condition at that time. Tenant further acknowledges that County has made no oral or written representations or warranties to Tenant regarding the condition of the Premises, and that Tenant is relying solely on its inspection of the Premises with respect thereto.

(b) Tenant shall at all times from and after the Term Commencement Date, at its own cost and expense, maintain its Premises and all of its equipment and improvements in clean and good condition and in safe operating order pursuant to Paragraph 8 above. All surfaces that are painted by Tenant shall be maintained so as to preserve the original appearance. Upon surrender of the Premises, Tenant shall deliver the Premises to County in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear.

(c) If Tenant refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to County, County shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance or maintenance on behalf of and for the account of Tenant. If County makes or causes any such repairs to be made or performed, as provided for herein, Tenant shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice therefore.

(d) Tenant shall permit County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that County may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from County, and (c) that County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or owned facilities on or off of the Premises. Nothing herein contained shall imply any duty on the part of County to do any such work, which, under any provision of this Agreement, Tenant may be required to do, nor shall County's performance of any repairs on behalf of Tenant constitute a waiver of Tenant's default in failing to do the same. No exercise by County of any rights herein reserved shall entitle Tenant to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby. If County's remodeling or renovation of the County-owned facilities on which the Premises are located County shall coordinate with Tenant any work that necessitate disturbing Tenant's equipment building or other Tenant's facilities, prior to commencing work.

18. Hazardous Material

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) County hereby represents and warrants that (i) it has no actual knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Premises in violation of any Environmental Law; (ii) no notice has been received by or on behalf of County from, and County has no knowledge that notice has been given to any predecessor owner or operator of the Premises by, any governmental entity or any person or entity claiming any violation of, or

requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Premises; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Premises in violation of any Environmental Law.

(b) County and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of County, from the ownership or control of, or operations in or about, the Land by County or County's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "**Environmental Law**" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

County:

County of Riverside
Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501
Attn: Communication Lease Administrator
Phone: (951) 955-4820

Tenant:

Sprint/Nextel Property Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attn.: Real Estate Attorney

County or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of California.

(g) Upon written request, County agrees to execute and deliver to Tenant a Memorandum of Agreement in the form attached hereto as **Exhibit C** and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) County agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's leasehold interest in the Land created by this Agreement.

(i) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(j) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(k) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(l) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(m) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

(n) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(o) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

///

///

///

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

County OF RIVERSIDE, a political subdivision

By: _____

Name: Marion Ashley

Title: Chairman of the Board

Date: _____

Tax I.D.: 95-6000930

TENANT:

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

By: K. Crompton

Name Kathryn Crompton

Title: Authorized Rep for Sprint
Manager, Site Development

Date: 04/12/2010

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

JRF:jw
11/23/09
BE005
12.893

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT A

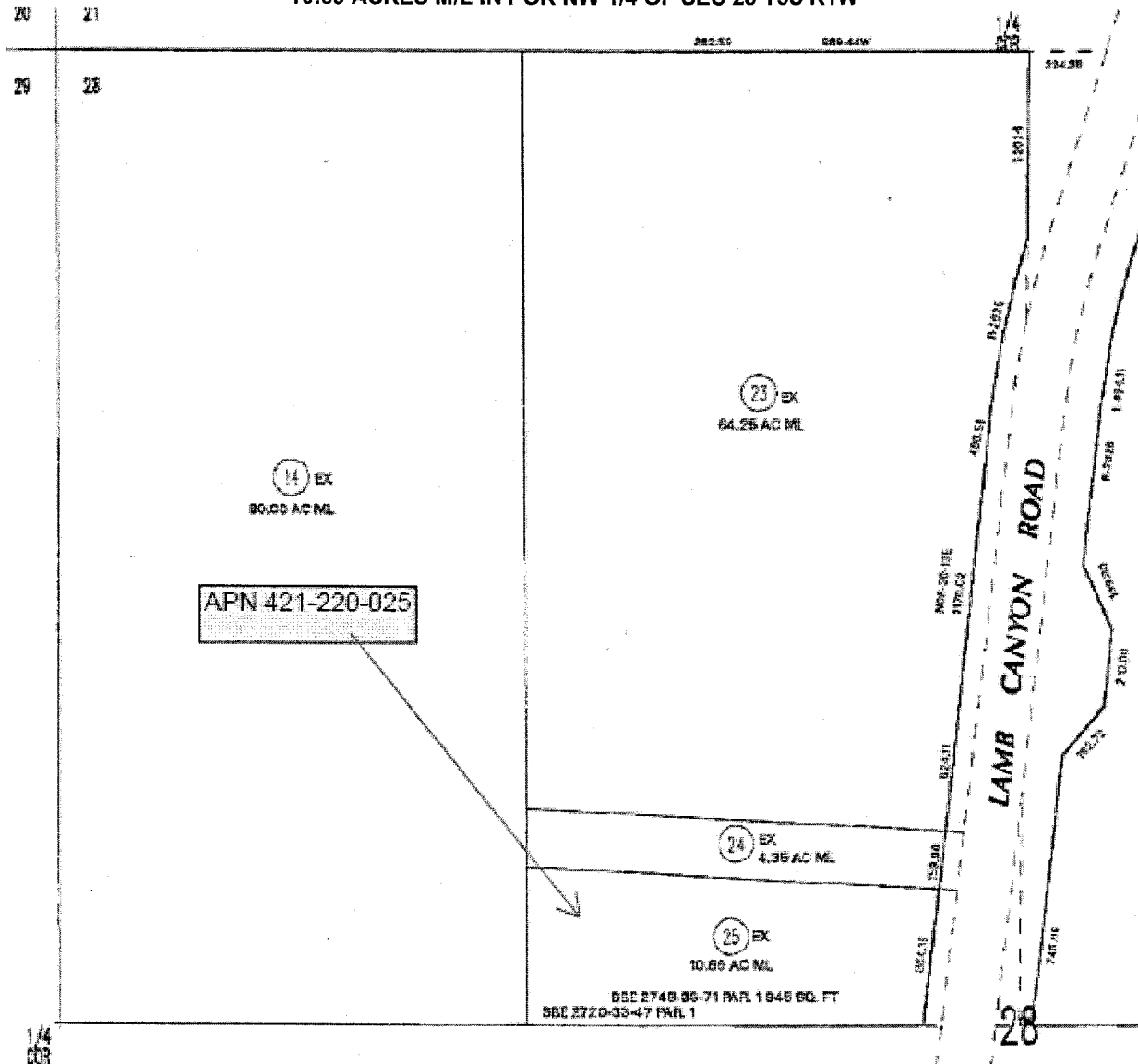
LEGAL DESCRIPTION OF LAND

To the Agreement dated _____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Lessor, and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company, as Tenant.

The Land is described and/or depicted as follows:

APNS: 421-220-014,024,025 & 421-230-009

10.69 ACRES M/L IN POR NW 1/4 OF SEC 28 T3S R1W



DATA: S.L.D.
CO. SUR. 707-PP

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT B

DEPICTION OF PREMISES


To the Agreement dated _____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Lessor, and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company, as Tenant.

The Premises, including the equipment area and access/utility easements, shall remain unchanged as depicted in the original lease agreement between the County of Riverside and Cox PCS Assets, L.L.C. dated September 1998. Copies of the original Cox Communications plans are attached hereto as Exhibit B-2:

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT B-2
 DEPICTION OF PREMISES

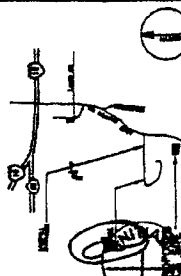



TKT COMMUNICATIONS

PROPOSED PCS FACILITY
BEAUMONT
16411 12 LAMB CANYON RD
BEAUMONT, CA 92223

RI066

SHEET INDEX

<p>GENERAL NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES LISTED IN THE SPECIFICATIONS AND ALL APPLICABLE PERMITS AND ORDINANCES.</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.</p> <p>3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE AGENCIES AND AUTHORITIES.</p> <p>4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>5. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO ANY EXCAVATION WORK.</p> <p>6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND WITHIN BUDGET.</p>	<p>LEGEND</p> <p>--- PROPERTY LINE</p> <p>--- STREET CENTERLINE</p> <p>--- LEASE AREA LINE</p> <p>--- FENCING</p> <p>--- ELECTRICAL SERVICE</p> <p>--- TELEPHONE SERVICE</p> <p>--- WETTED NOTE</p> <p>--- NEW</p> <p>(N) EXISTING</p> <p>(E) TOP OF</p> <p>(B) BASE TRANSFORMER STATION</p> <p>(S) MANUAL TRANSFER SWITCH</p>	<p>PROJECT SUMMARY</p> <p>THE PROPOSED PROJECT INCLUDES:</p> <ul style="list-style-type: none"> INSTALLATION OF A NEW TRANSFORMER STATION (BTS) INSTALLATION ON A NEW CONCRETE PAD. INSTALLATION OF AIRTERMS ABOVE OR ADJACENT LOTLINE INSTALLATION OF TWO (2) AIRTERMS PER AREA/13 AIRTERMS TOTAL INSTALLATION OF ONE (1) AIRTERMS CONDUIT CABLE RUNS FROM BTS TO AIRTERMS A NEW TELEPHONE SERVICE RUN TO BTS A NEW 100A ELECTRICAL SERVICE TO BTS LEASE AREA IS APPROXIMATELY 243 SQUARE FEET 						
<p>CONTACTS</p> <p>TKT COMMUNICATIONS, INC. 1000 W. BEAUMONT AVE. #100 BEAUMONT, CA 92223 (951) 345-1111</p> <p>TKT COMMUNICATIONS, INC. 1000 W. BEAUMONT AVE. #100 BEAUMONT, CA 92223 (951) 345-1111</p>	<p>VELOCITY MAP</p> 	<p>APPROVAL SIGN-OFF OF LIP DRAWINGS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>BY</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	BY				
DATE	BY							




TKT COMMUNICATIONS

PROPOSED PCS FACILITY
BEAUMONT
16411 12 LAMB CANYON RD
BEAUMONT, CA 92223

RI066

SHEET INDEX




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SHEET INDEX



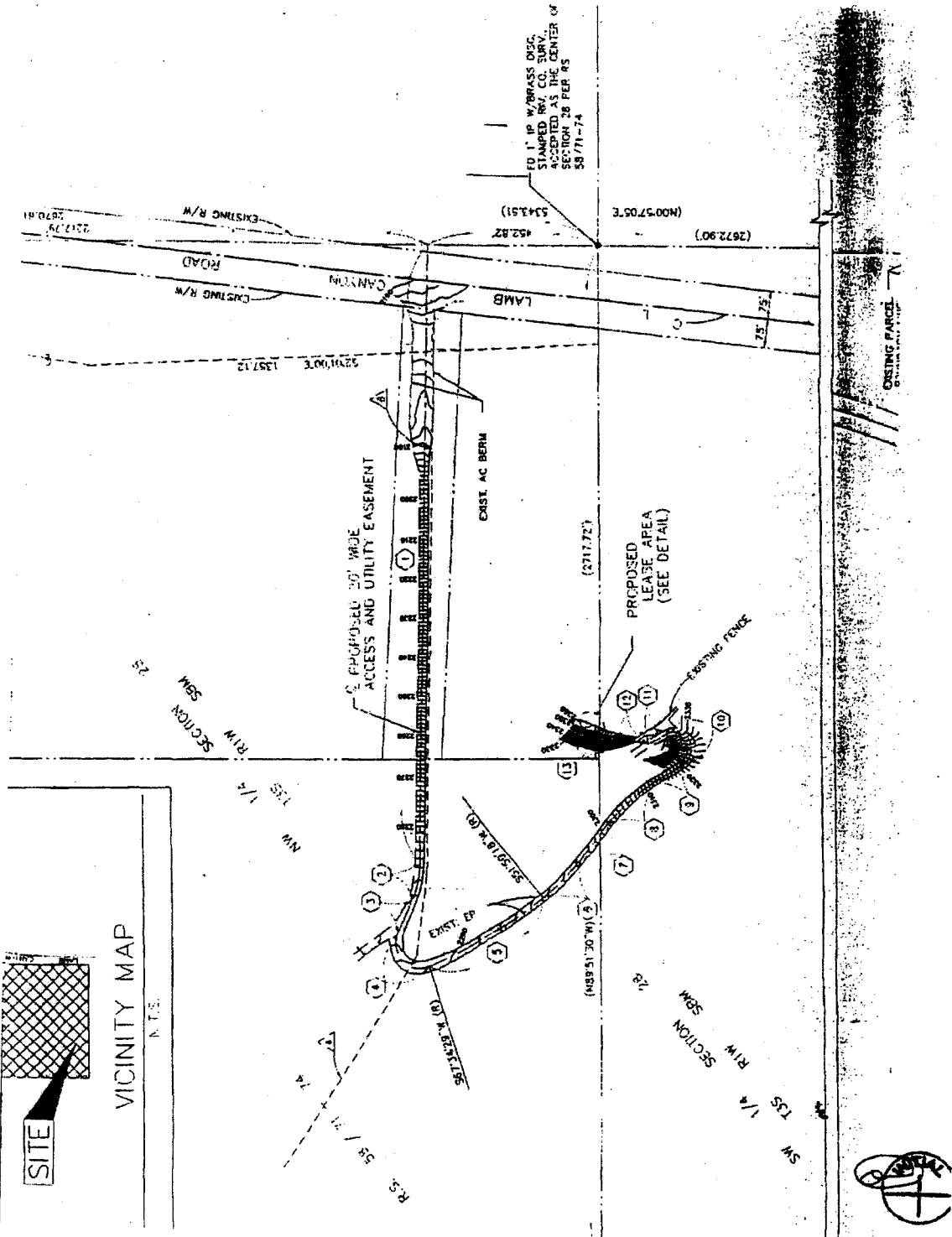
TKT COMMUNICATIONS

PROPOSED PCS FACILITY
BEAUMONT
16411 12 LAMB CANYON RD
BEAUMONT, CA 92223

RI066

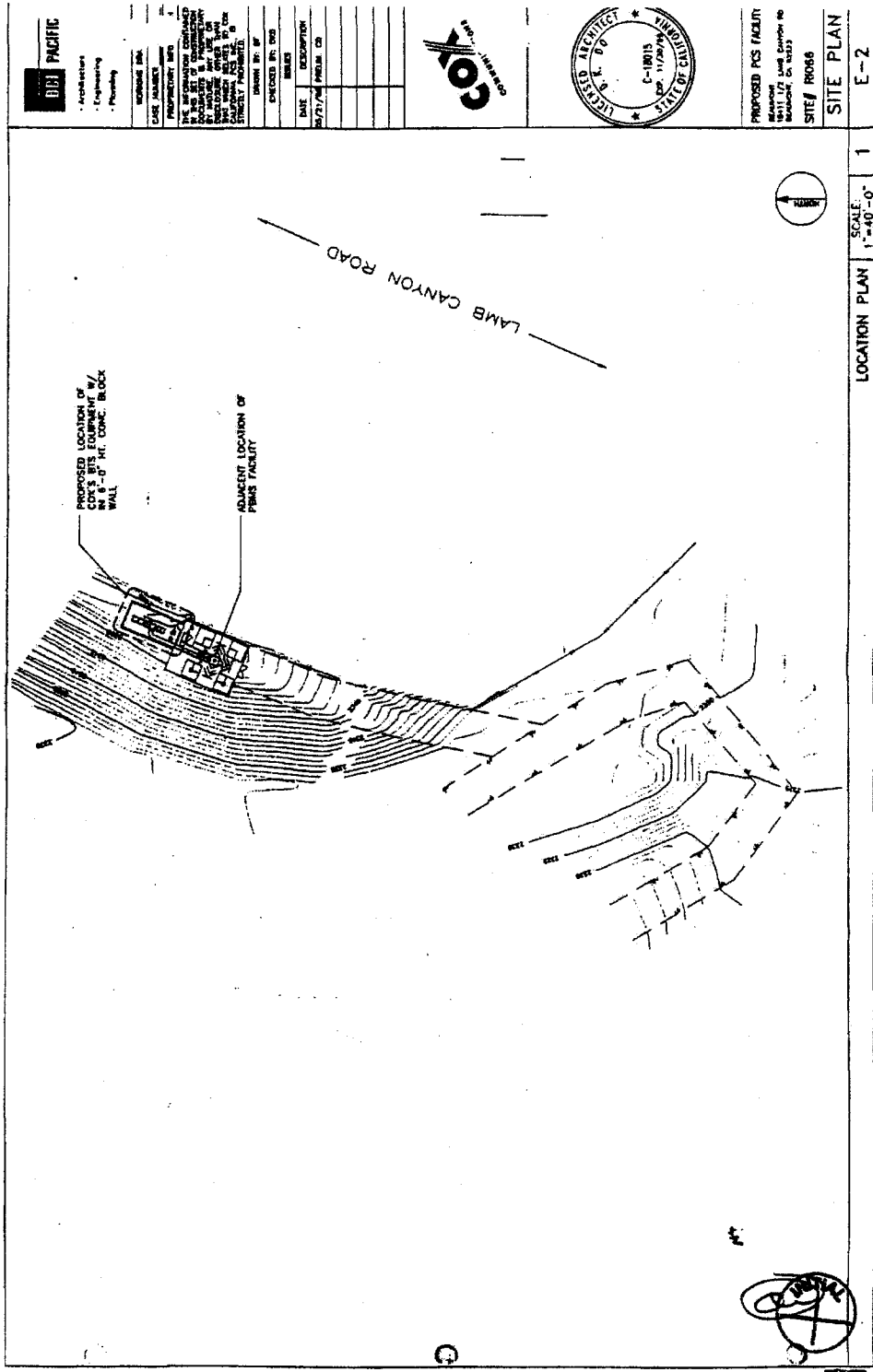
SHEET INDEX

EXHIBIT B-2
 DEPICTION OF PREMISES



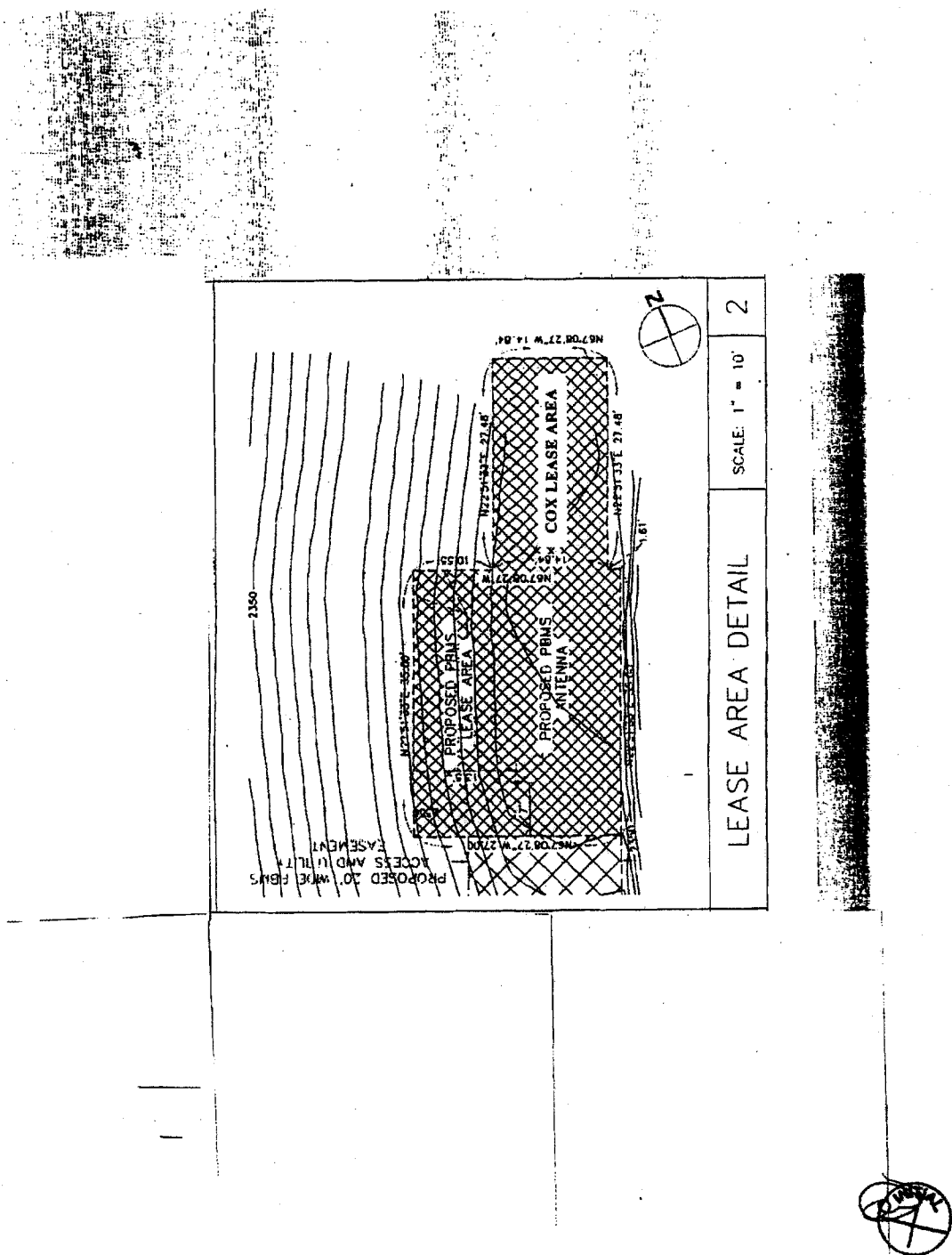
Location ID: BE005
 Sprint Site: RV03XC066
 Market: Los Angeles

EXHIBIT B-2
 DEPICTION OF PREMISES



Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT B-2
DEPICTION OF PREMISES



LEASE AREA DETAIL

SCALE: 1" = 10'

2

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT B-2
DEPICTION OF PREMISES

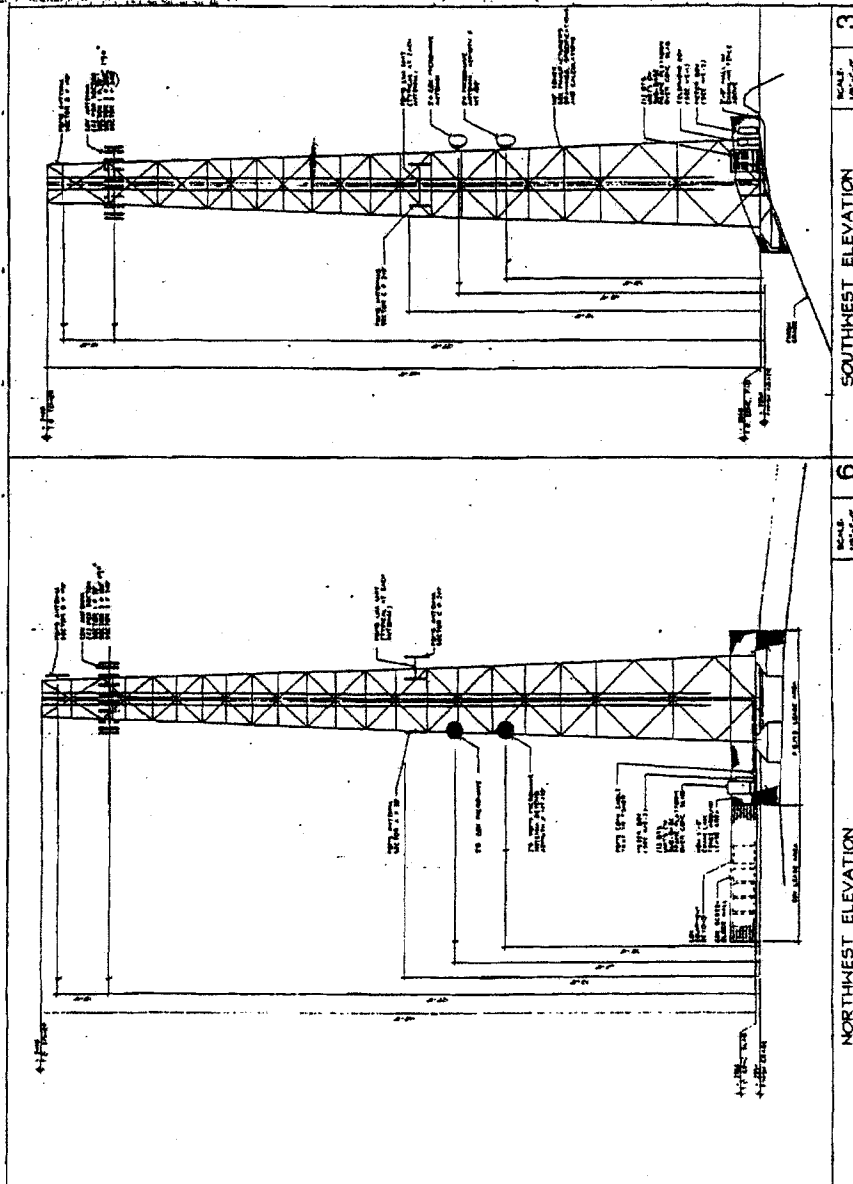
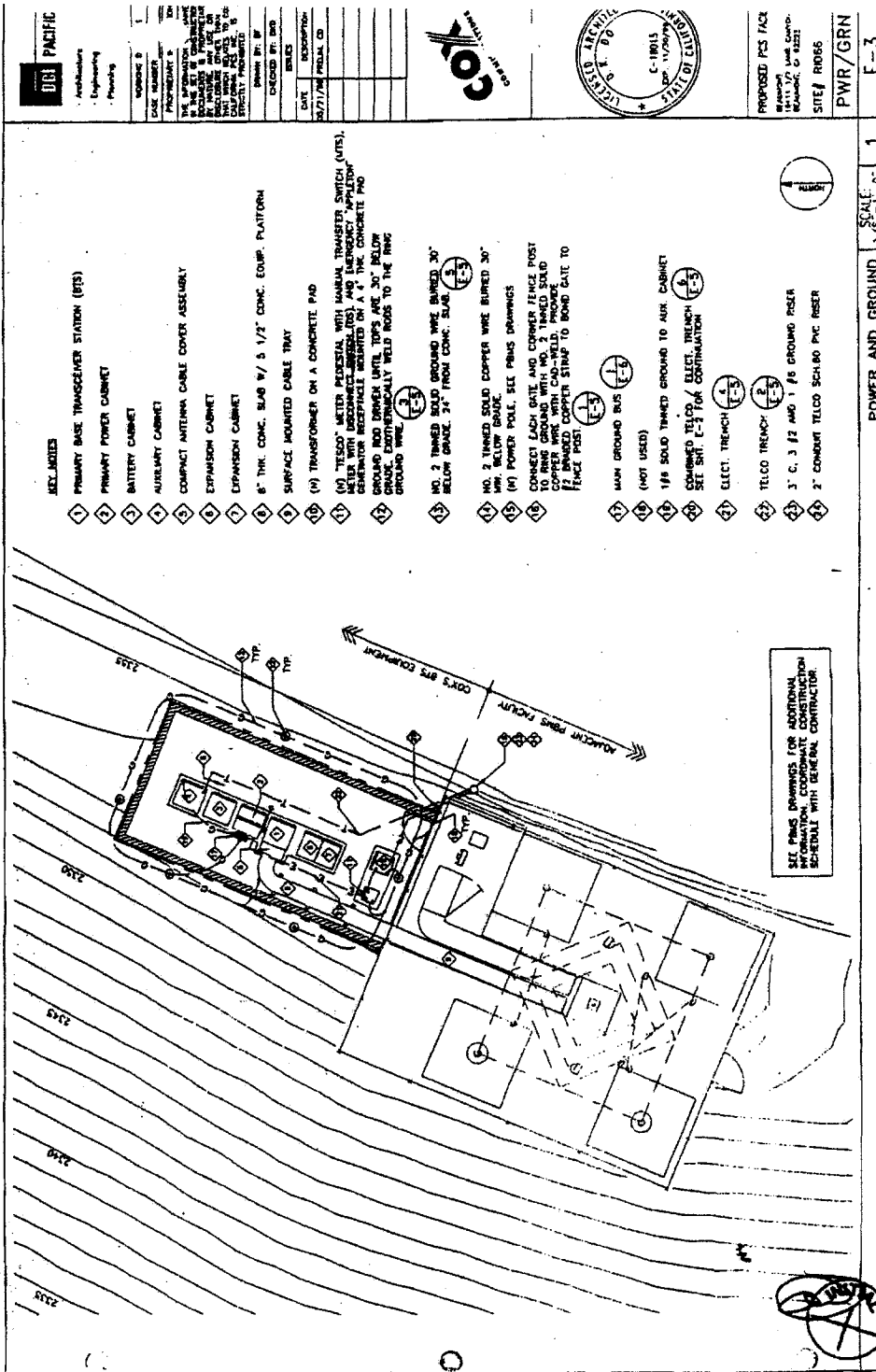


EXHIBIT B-2 DEPICTION OF PREMISES



DRI PACIFIC

- Architectural
- Engineering
- Planning

DATE: 08/27/09
 DRAWN BY: [Blank]
 CHECKED BY: [Blank]

NO.	DESCRIPTION	PROJ. CD



PROPOSED PCS FACE
 14111 1/2 Ave Com-
 14111 1/2 Ave Com-
 14111 1/2 Ave Com-
 SITE/ R066

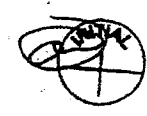
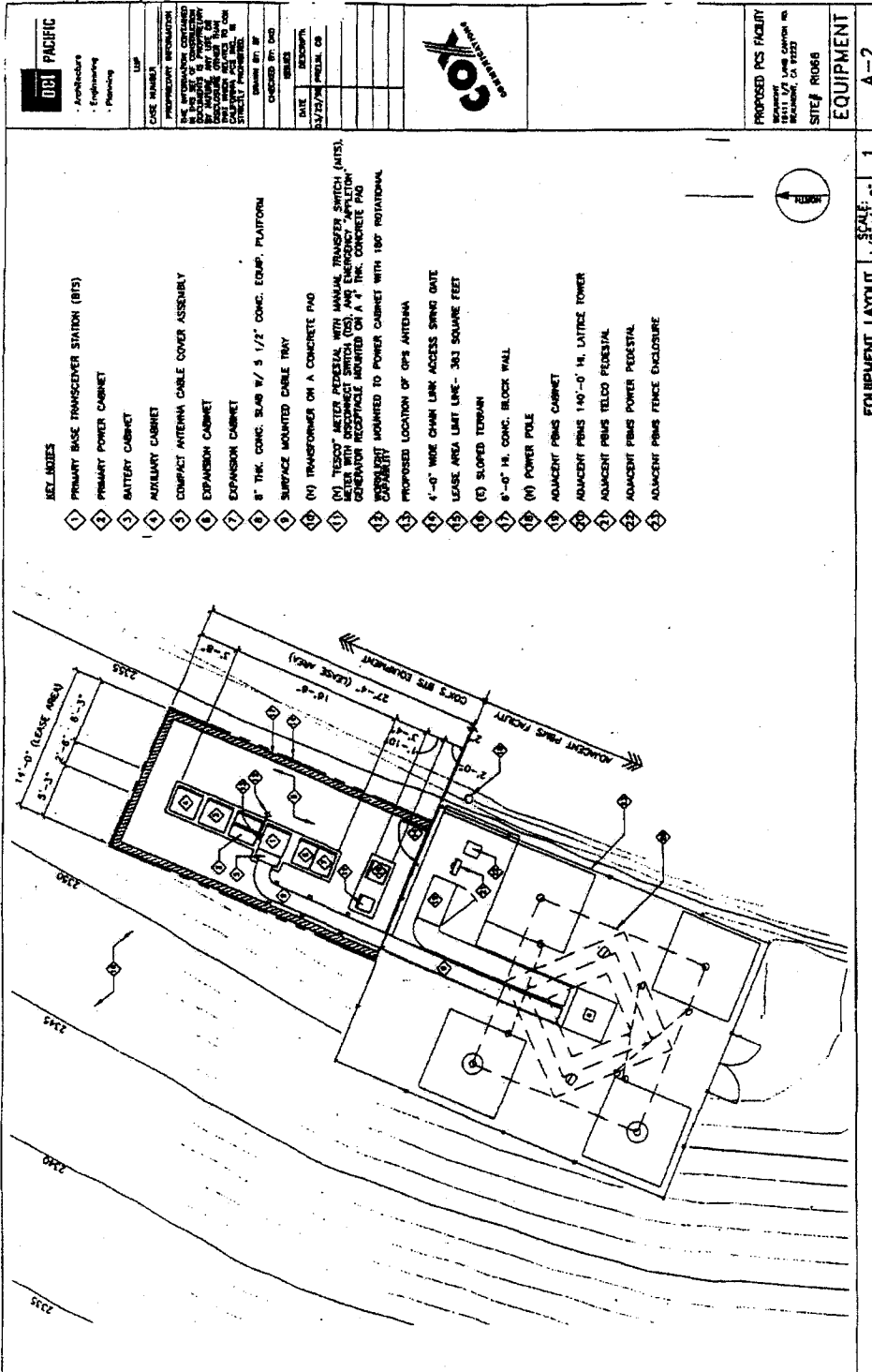
PWR/GRN
 E-3

- REVISIONS**
- 1 PRIMARY BASE TRANSMITTER STATION (BTS)
 - 2 PRIMARY POWER CABINET
 - 3 BATTERY CABINET
 - 4 AUXILIARY CABINET
 - 5 COMPACT ANTENNA CABLE COVER ASSEMBLY
 - 6 EXPANSION CABINET
 - 7 EXPANSION CABINET
 - 8 8" THK. CONC. SLAB W/ 3 1/2" CONC. EQUIP. PLATFORM
 - 9 SURFACE MOUNTED CABLE TRAY
 - 10 TRANSFORMER ON A CONCRETE PAD
 - 11 (N) TESCO METER PEDIestal WITH MANUAL TRANSFER SWITCH (M.TS.)
 - 12 GROUND ROD DRIVEN UNIL TIPS ARE 30" BELOW GROUND EXTERNALLY WELD RODS TO THE IRNG GROUND WIRE
 - 13 NO. 2 THINW GROUND WIRE BURRED 30" BELOW GRADE, 34" FROM CONC. SLAB
 - 14 NO. 2 THINW GROUND WIRE BURRED 30" BELOW GRADE
 - 15 (M) POWER POLE, SEE PMS DRAWINGS
 - 16 CONNECT EACH GATE AND CORNER FENCE POST TO GROUND WITH COPPER WIRE. PROVIDE 22 AWG COPPER STRAP TO BOND GATE TO FENCE POST
 - 17 MAIN GROUND BUS (E-B)
 - 18 (NOT USED)
 - 19 1/8" SOLID THINW GROUND TO AIR CABINET
 - 20 COMMUNED TELCO ELECT. TRENCH SEE SHT E-2 FOR CONTINUATION
 - 21 ELECT. TRENCH (E-C)
 - 22 TELCO TRENCH (E-D)
 - 23 3" C. 3 #2 AND 1 #6 GROUND RISER
 - 24 2" CONDUIT TELCO SCH.80 PVC RISER

SEE PMS DRAWINGS FOR ADDITIONAL INFORMATION. COORDINATE CONSTRUCTION SCHEDULE WITH GENERAL CONTRACTOR.

POWER AND GROUND SCALE: 1/8" = 1'-0" 1

EXHIBIT B-2
 DEPICTION OF PREMISES



Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT C

To the Agreement dated _____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Landlord, and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Sprint
6391 Sprint Parkway
Overland Park, KS 66251-2650
Attn: Property Manager

**MEMORANDUM OF AGREEMENT
RV03XC066 / Lamb Canyon Landfill
APNs: 421-220-014,024,025 & 421-230-009**

This MEMORANDUM OF AGREEMENT is entered into on _____, 20____, by COUNTY OF RIVERSIDE, a political subdivision of the State of California, with an address at 3403 Tenth Street, Suite 500, Riverside, CA 92501 (hereinafter referred to as "**County**" or "**Landlord**") and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company, with an office at 6391 Sprint Parkway, Overland Park, KS 66251-2650 (hereinafter referred to as "**Tenant**").

1. County and Tenant entered into a Communications Site Lease Agreement ("**Agreement**") dated as of _____, effective upon full execution of the parties ("**Effective Date**") for the purpose of Tenant of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of Tenant's tenancy under the Agreement is for five (5) years commencing on December 1, 2008 ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Term Commencement Date with four (4) successive five (5) year options to renew.
3. The Land that is the subject of the Agreement is described in **Exhibit A** attached hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

COUNTY OF RIVERSIDE

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

TENANT:

SPRINT

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

STATE OF [REDACTED]

County OF [REDACTED]

On _____, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF

County OF [REDACTED]

On _____, before me, _____, Notary Public, personally appeared _____, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT "D"

Ingress / Egress Procedures
Lamb Canyon Landfill Contact Names and Numbers

<u>Site Supervisor</u> Brian Stephenson Office: (951) 769-1577 Cellular: (951) 315-7298		<u>Operation Supervisor</u> Randy Marrs Office: (951) 922-3689 Cellular (951) 640-5840
<u>Operation Supervisor</u> George Solorio Office: (951) 922-3689 Cellular: (951) 318-1994	<u>Regular Business Hours</u> Mon-Fri 6:00 AM – 4:30 PM	<u>Site Engineer</u> Fouad Mina Office: (951) 486-3244 Cellular: (951) 315-8415

Closed Holidays: Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day After Thanksgiving, Christmas Day, New Year's Day.

Ingress Procedures – Scheduled Maintenance, Regular Business Hours

1. Contact the Site Supervisor *twenty-four hours prior* to scheduled work to be performed. In the event no contact can be made, then:
2. Contact either Operation Supervisor. Notify either the Site Supervisor or the Operation Supervisor of the estimated time and nature of the scheduled work, the number of personnel to be on site, and the number of vehicles expected to be used.

Ingress Procedures – System Outage, Regular Business Hours

1. Contact the Site Supervisor. If no contact can be made, then:
2. Contact either Operation Supervisor. Notify either of the nature of the outage, the estimated time repair personnel will be on site, and the estimated number of staff and vehicles that will be required.

Ingress Procedures – Scheduled Maintenance, After-Hours

1. Contact the Site Supervisor *twenty-four hours prior* to scheduled work to be performed. In the event no contact can be made, then:
2. Contact either Operation Supervisor. Notify either the Site Supervisor or the Operation Supervisor of the estimated time and nature of the scheduled work, the number of personnel to be on site, and the number of vehicles expected to be used.

Ingress Procedures – System Outage, After-Hours

1. Contact the Site Supervisor. If no contact can be made, then:
2. Contact an Operation Supervisor *and the* Site Engineer. Inform the answering party of the nature of the outage, the number of personnel and vehicles required to make the necessary repairs, and the estimated time and duration of the site visit.

Ingress/Egress – Any Time

1. Waste Management may require County staff to accompany vendor personnel at any time, (refer to Paragraph 6.(b) of Agreement.)

Location ID: BE005
Sprint Site: RV03XC066
Market: Los Angeles

EXHIBIT "D-1"
Landfill Site Rules

1. All children and pets shall remain inside the vehicle at all times. Adults not involved in the unloading of refuse shall remain inside the vehicle at all times.
2. Landfill users must obey all posted traffic signs. Maximum speed throughout the site is 15 MPH.
3. Landfill users must obey instruction of Traffic Directors or other site supervisory staff.
4. Landfill users must dump directly behind the vehicle. Do not throw refuse or unload by means of rapid acceleration and deceleration, pulleys, ropes, chains, or wire.
5. Landfill users must stay within 5 feet of their vehicle at all times.
6. Alcoholic beverages and illegal drugs are not permitted. Landfill users that have obvious signs of intoxication are not permitted to enter the landfill site.
7. Carrying, discharging, or brandishing weapons of any type is not permitted.
8. Smoking is not permitted on the landfill unit or during unloading. In areas not on the landfill unit, smoking is prohibited within 20 feet of any building structure and where posted.
9. Scavenging and salvaging is not permitted.
10. Loitering is not permitted. Landfill users must exit the landfill upon completion of dumping refuse loads.
11. Under no circumstances shall restricted materials be disposed of within any portion of the landfill area. Restricted materials include, but are not limited to: hazardous, radioactive, medical, designated or any waste materials requiring special treatment or handling. Liquid waste is not accepted at any Department landfill except Blythe.
12. All solid waste shall be transported in vehicles or containers in such a manner that the contents will not fall, leak or spill there from, and shall be covered to prevent blowing or loss of material. The Department reserves the right to turn away any load that is not covered.
13. After dumping the bulk of any refuse load, clean out of all customer vehicles shall be performed in designated area as directed by Department staff.
14. Customer vehicles shall remain at least 15 feet away from landfill heavy construction equipment on the active dumping pad.
15. Access for any reason is not permitted outside of operating hours, as posted at the facility entrance, or when closed to the public by the Department staff due to wind or other weather conditions.
16. All commercial refuse disposal vehicles must have an operational back-up alarm. Department staff may verify operation of a back-up alarm prior to allowing landfill access.
17. High visibility safety vests shall be worn by any person outside of the vehicle.
18. Use of site during inclement weather is at customer's own risk. When wind or other weather condition warrant, the landfill will be closed and public access will be suspended.