

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

247



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
September 16, 2010

**SUBJECT:** Communications Site Lease Amendment – Lamb Canyon Landfill – T-Mobile

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached First Amendment to Communication Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside (County); and
2. Authorize the Assistant County Executive Officer of the Economic Development Agency, or 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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

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

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature**

BY:   
Jennifer L. Sargent

**3.29**

Prev. Agn. Ref.: N/A

District: 5

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gukzel*  
SYNTHIA M. GUKZEL

Hans Kernkamp, General Manager – Chief Engineer  
Waste Management  
Departmental Concurrence

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

**BACKGROUND:**

In 1998, the County entered into a ground lease agreement with Pac Bell Mobile Services that entitled Pac Bell to install and maintain a communication facility (including a tower structure) in a small area flanking the Lamb Canyon landfill area of operations. Over the years, the leasehold interest was assigned, so the current Lessee is T-Mobile West Corporation. The current lease term expires August 31, 2013. The County has recently entered into a separate ten year ground lease with Sprint for land that is adjacent to the T-Mobile lease area, and will soon enter into a ten year ground leases with Verizon and AT&T, all of which require utilization of T-Mobile's tower structure under separate agreements between the carriers. This first amendment allows for fifteen years of additional term structured as 3 five year options, the first being effective September 1, 2013. The current rent generated by this lease is \$2,163.20, and the rent increases annually at a rate of 4%. This amendment also provides consent to the Verizon and AT&T sub tenancies, and provides that the County will be entitled to a percentage of the rental income provided by such subleases.

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 this extension of the tenancy and has reviewed and approved of the lease form and content.

Lessee:	T-Mobile West Corporation
Premises Location:	16411 Lamb Canyon Road Beaumont, California
Term:	Three consecutive options to extend the term for five years each, commencing September 1, 2013.
Size:	877 square feet of ground space
Rent:	\$2,163.20 per month \$25,958.40 per year 4% annual increases
Utilities:	Provided by Lessee
Maintenance:	Provided by Lessee

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.

## FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (this "First Amendment") is dated as of \_\_\_\_\_, 2010, by and between County of Riverside, a political subdivision ("Lessor" or "County"), and T-Mobile West Corporation, a Delaware corporation ("Lessee" or "Tenant"). Lessor and Lessee are herein collectively referred to as the "Parties". Any capitalized terms used in this First Amendment shall, unless otherwise defined or the context otherwise requires, have the meaning given in the Lease.

WHEREAS, the Parties (or, as applicable, their respective predecessors in interest) entered into that certain Communications Site Lease Agreement, dated April 3, 2009 (the "Lease"), for the purpose of Lessee installing, operating, repairing and maintaining Lessee's Facilities on the Premises located at 16411 Lamb Canyon Road, Beaumont, California 92223 (APN# 421-220-025); and

WHEREAS, the Parties desire to enter into this First Amendment for the purpose of allowing Lessee to sublet space within its Premises to New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T ("AT&T") pursuant to a separate sublease or license agreement between Lessee and AT&T ("AT&T Sublease"); and

WHEREAS, the Parties further desire to enter into this First Amendment for the purpose of allowing Lessee to sublet space within its Premises to Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless, by AirTouch Cellular, its general partner ("Verizon") pursuant to a separate sublease or license agreement between Lessee and Verizon ("Verizon Sublease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. **AT&T Sublease.**

a. Notwithstanding anything to the contrary in the Lease, Lessor hereby approves and grants consent to Lessee to sublet portions of Lessee's Facilities and ground space within the Premises to AT&T to locate, operate, maintain and repair its equipment on Lessee's Facilities and within the Premises, provided that Lessee notifies Lessor in writing of the AT&T Sublease commencement date.

b. In consideration for Lessor's consent to sublease pursuant to this First Amendment, Lessee shall pay to Lessor twenty-five percent (25%) of the AT&T Sublease rent actually received by Lessee each year ("AT&T Colocation Fee"). The AT&T Colocation Fee shall be payable on the first annual anniversary of the AT&T Sublease commencement date and every annual anniversary thereafter. Within sixty (60) days of Lessee's receipt of Lessor's request, Lessee shall provide Lessor with an AT&T Sublease rent reconciliation report ("AT&T Reconciliation Report") stating the AT&T Sublease rent amount and the 25% amount on an annual basis.

c. In the event of the expiration or early termination of the AT&T Sublease, Lessee shall provide Lessor with written notice of such change, and the AT&T Colocation Fee shall end and no longer be owed, effective upon the date of expiration or early termination of the AT&T Sublease.

For scanning

2. **Verizon Sublease.**

a. Notwithstanding anything to the contrary in the Lease, Lessor hereby approves and grants consent to Lessee to sublet portions of Lessee's Facilities and ground space within the Premises to Verizon to locate, operate, maintain and repair its equipment on Lessee's Facilities and within the Premises, provided that Lessee notifies Lessor in writing of the Verizon Sublease commencement date.

b. In consideration for Lessor's consent to sublease pursuant to this First Amendment, effective Lessee shall pay to Lessor twenty-five percent (25%) of the Verizon Sublease rent actually received by Lessee each year ("Verizon Colocation Fee"). The Verizon Colocation Fee shall be payable on the first annual anniversary of the Verizon Sublease commencement date and every annual anniversary thereafter. Within sixty (60) days of Lessee's receipt of Lessor's request, Lessee shall provide Lessor with a Verizon Sublease rent reconciliation report ("Verizon Reconciliation Report") stating the Verizon Sublease Rent and the 25% amount on an annual basis.

c. In the event of the expiration or early termination of the Verizon Sublease, Lessee shall provide Lessor with written notice of such change, and the Verizon Colocation Fee shall end and no longer be owed, effective upon the date of expiration or early termination of the Verizon Sublease.

3. **Renewal Terms.** The current Term of the Lease shall expire on August 31, 2013. Notwithstanding anything to the contrary in any renewal provision of the Lease, commencing on September 1, 2013, Lessee shall have the right to renew the Lease for up to three (3) additional terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew the Lease at least thirty (30) days prior to the end of the current Term or any Renewal Term.
4. **Notices.** All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

**Lessor:** County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

**Lessee:** T-Mobile West Corporation  
Attn: PCS Leasing Administrator  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

**With a copy to:** T-Mobile West Corporation  
Attn: Legal Department  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

5. **Miscellaneous.**

- a. The unenforceability, invalidity or illegality of any provision of this First Amendment shall not render any other provision unenforceable, invalid or illegal.
- b. All of the terms and conditions of this First Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.
- c. Each party agrees to furnish to the other, within 10 days after receipt of written request, such estoppel information as the other may reasonably request.
- d. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. The Parties shall execute a Memorandum of Lease in substantially the form attached hereto as Exhibit "C" and such Memorandum may be recorded in place of the Lease by Lessee.
- e. This First Amendment may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.
- f. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern and control.
- g. Except as modified by this First Amendment, the terms and conditions of the Lease remain unmodified and are in full force and effect.

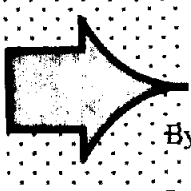
[SIGNATURES NEXT PAGE]

Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

**LESSOR:**

County of Riverside, a political subdivision



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

Print Name: Marion Ashley

Title: Chairman of the Board of Supervisors

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

**LESSEE:**

T-Mobile West Corporation, a Delaware corporation

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

Print Name: Allan Tantillo

Title: Director – Tower Asset Management

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

**APPROVED AS TO FORM:**

Synthia M. Gunzel, County Counsel

By: Synthia M. Gunzel

Print Name: Synthia M. Gunzel

Title: Deputy County Counsel

Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

**LESSOR ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
(name and title of officer) personally appeared **Marion Ashley**, who 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 he executed the same in his authorize capacity, and that by his signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)





Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

**EXHIBIT "C"**  
**is attached hereto**

Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

**THIS DOCUMENT PREPARED BY,  
and  
WHEN RECORDED RETURN TO:**

Michael Fraunces, President  
Md7, LLC  
3721 Valley Centre Drive  
Suite 300  
San Diego, CA 92130

**APN: 421-220-025**

SPACE ABOVE FOR RECORDER'S USE

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") dated as of \_\_\_\_\_, 20\_\_\_\_, is entered into between County of Riverside, a political subdivision ("Lessor" or "County"), whose mailing address for notices is Attn: Economic Development Agency, Real Estate Division, 3403 10<sup>th</sup> Street, Suite 500, Riverside, CA 92501, and T-Mobile West Corporation, a Delaware corporation ("Lessee" or "Tenant"), whose mailing address for notices is Attn: PCS Leasing Administrator, 12920 South East 38<sup>th</sup> Street, Bellevue, WA 98006; with a copy to: T-Mobile West Corporation, Attn: Legal Department, 12920 South East 38<sup>th</sup> Street, Bellevue, WA 98006.

Whereas, Lessor and Lessee are parties to that certain unrecorded Communications Site Lease Agreement, dated April 3, 2009 (the "Lease"), whereby Lessor has leased and hereby leases to Lessee and Lessee has leased from Lessor certain premises described therein, together with any and all other space currently utilized by Lessee ("Premises"), that are a portion of that certain real property located at 16411 Lamb Canyon Road, Beaumont, California 92223 ("Property") described on **Exhibit "A"** attached hereto and incorporated herein; and

1. The Lease commenced on September 1, 2008, and expires on August 31, 2013, subject to the provisions of the Lease.

2. Lessee has three (3) consecutive options to extend or renew the term of the Lease, each for a period of five (5) years.

3. Lessor and Lessee desire and hereby enter into this Memorandum of Lease to provide constructive notice of the existence of the Lease.

4. The terms and conditions of the Lease are hereby incorporated as if set forth herein in full. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

5. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

**LESSOR:**

County of Riverside, a political subdivision

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

Print Name: Robert Field

Title: Assistant County Executive Officer

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

**LESSEE:**

T-Mobile West Corporation, a Delaware corporation

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

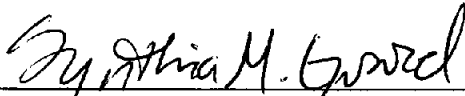
Print Name: Allan Tantillo

Title: Director – Tower Asset Management

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

**APPROVED AS TO FORM:**

Synthia M. Gunzel, County Counsel

By: 

Print Name: Synthia M. Gunzel

Title: Deputy County Counsel



Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

### EXHIBIT "A"

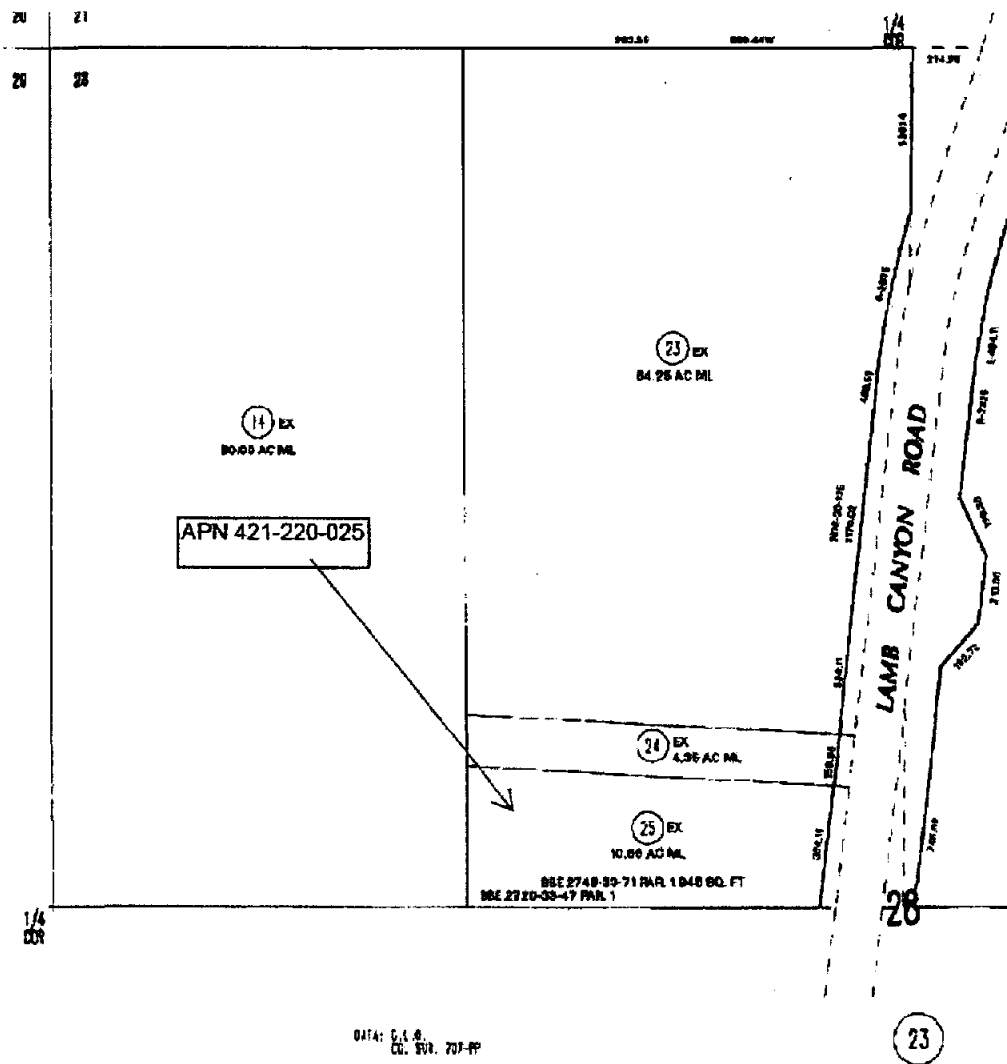
### LEGAL DESCRIPTION OF PROPERTY

Street Address: 16411 Lamb Canyon Road, Beaumont, CA 92223

APN: 421-220-025

Legal Description of Property: That certain communications facility site (and access and utility easements) located on a portion of the real property described as follows:

10.69 Acres of the Northwest quarter of Section 28, Township 3 South, Range 1 West, San Bernardino Base and Meridian.



Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

**EXHIBIT "A"- continued**

**LEGAL DESCRIPTION OF THE PREMISES**

The Premises consist of those areas depicted/shown below where Lessee's communications antennae, equipment, cables and utilities occupy Lessor's Property.

**LEASE AREA LEGAL DESCRIPTION**

All that portion of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Sec. 28, Township 3 South, Range 1 West, S.B.B.M., in the County of Riverside, State of California, being more particularly described as follows:

Commencing at a found 5/8" Iron Pipe at the Northwest corner of said Section 28, with a Riverside County Marker, Set 1' NW indicating witness corner, thence South 28 degrees 43 minutes 06 seconds East, (Basis Of Bearings- California Coordinate System, Zone 6, Nad 83) a distance of 3000.44 feet to the Northerly corner of a chain link fence enclosure surrounding cellular equipment, and the point of beginning; thence along said fenceline the following four courses:

- 1) South 67 Degrees 16 Minutes 59" East, a distance of 25.97 Feet; thence
- 2) South 21 Degrees 38 Minutes 49 seconds West, a distance of 33.91 Feet; thence
- 3) North 67 Degrees 21 Minutes 24 seconds West, a distance of 25.97 Feet; thence
- 4) North 21 Degrees 38 Minutes 49 seconds East, a distance of 34.01 feet to the point of beginning.

Area of said lease premises is 877 S.F.

Survey performed under my direction in November, 2008

Richard Erich Schmidt, PLS 6214      11/21/2008

