

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

513



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
January 11, 2012

SUBJECT: Communications Site Sublease – Ben Clark Training Center – Verizon

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Communication Site Sublease Agreement and accompanying Memorandum of Lease and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside (County);
2. Approve the attached ancillary Grant of Easement to Southern California Edison (SCE) and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize the Assistant County Executive Officer/EDA, 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

FINANCIAL DATA	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:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 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

FORM APPROVED COUNTY COUNSEL
BY:
CYNTHIA M. GUNZEL
DATE: 1-3-12

By:
Stanley Sniff, Sheriff
Riverside County Sheriff's Department

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

Prev. Agn. Ref.: N/A | District: 1 | Agenda Number: 3.19

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

Wireless communication at the Ben Clark Training Center (BCTC) continues to have poor reception. A temporary Sprint/Nextel installation was allowed recently, and service improved immediately for County employees as many are Nextel subscribers. Other agencies train at BCTC, and many of those personnel are not Sprint/Nextel subscribers, so reception remains poor for those individuals. The Real Estate division of Economic Development Agency (EDA) received an inquiry from Verizon to build a new communication facility adjacent to the Sheriff shooting range. EDA negotiated a lease agreement that will allow Verizon to construct a tower that will accommodate themselves and two additional wireless service providers. The proposed structure will resemble a water tower. It will also be necessary to grant an easement to SCE so that the communication facility can be powered. Upon completion of construction, Sprint Nextel will migrate from their temporary installation onto the Verizon facility. The County and Verizon will split this and any other sublease revenue on a 50/50 basis.

Board Policy B-26 requires that the income generated by this sublease agreement shall be directed toward public safety, into a fund that is controlled by the Executive Office. The BCTC Steering Committee has consented to this tenancy and has reviewed and approved the lease agreement as to form and content.

This Sublease is exempt under CEQA Guidelines section 15302 – replacement of existing structures/facilities - because this project consists of leasing property where there is replacement of an existing wireless communications tower that is substantially for the same purpose and capacity as the one replaced. Also, pursuant to CEQA Guidelines section 15061(b)(3), this Sublease is exempt because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

Sublessee:	Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular its general partner
Premises Location:	Adjacent to Shooting Range at Ben Clark Training Center Riverside, California
Term:	Five years commencing upon issuance of building permits, with four consecutive options to extend the term for five years each.
Size:	1,500 square feet of ground space
Rent:	\$2,100.00 per month \$24,000.00 per year 3% annual increases 50% of any sublease rent
Utilities:	Provided by Sublessee
Maintenance:	Provided by Sublessee

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

COMMUNICATIONS SITE SUBLEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") dated _____, 201__, is between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") whose address is 3403 10th Street, Suite 500, Riverside, CA 92501 and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular its general partner ("Sublessee") whose address is One Verizon Way, mail stop 4AW100, Basking Ridge, NJ 07920.

The parties hereto agree as follows:

1. Premises. County represents that it owns the real property legally described in Exhibit "A", currently identified by Assessor's Parcel Numbers 295-020-005, 295-020-008 & 294-110-005, collectively known as the Ben Clark Training Center (the "Property"). The Property is subject to; 1.) A Lease recorded April 29, 2005, Instrument No. 2005-0342126 by and between County of Riverside, as Lessor, and County of Riverside Asset Leasing Corporation, as Lessee, with certain terms, covenants, conditions and provisions set forth therein, and; 2.) Matters set forth in that certain document entitled "Sublease and Option to Purchase" dated April 1, 2005, by and between County of Riverside Asset Leasing Corporation and County of Riverside, recorded April 29, 2005, Instrument No. 2005-0342127. Notwithstanding anything to the contrary contained herein, if either instrument requires County to obtain prior written consent before subleasing or licensing space on the Property, then such consent shall be a precedent to this Agreement and to each of the parties' rights and responsibilities set forth herein.

Subject to the following terms and conditions, County leases to Sublessee that portion of County's property described and depicted in Exhibit "B", consisting of an area of 60 ft x 25 ft (1,500 sq ft), including any applicable easements for ingress, egress, antenna lines and utilities only for the purposes described herein and for the duration of the term of this Agreement, (the "Premises").

2. Use. The Premises may be used by Sublessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. County agrees, at no expense to County, to cooperate with Sublessee, in making Sublessee's application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises.

3. Term. The term of this Agreement ("Term") shall be five (5) years commencing on the Commencement Date (as hereinafter defined). The Agreement shall commence based upon the date Sublessee is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which Sublessee is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

Sublessee shall have the right to extend the Term of this Agreement for four (4) additional Terms of five (5) years (each, a "Renewal Term"). The Renewal Terms shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for the Renewal Terms unless Sublessee notifies County in writing of Sublessee's intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Term.

4. Rent.

(a) Commencing on the Commencement Date, Sublessee shall pay County, as rent, the sum of Two Thousand One Hundred and NO/100 Dollars (\$2,100.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to County at County's address specified in Paragraph 19 of this Agreement. County and Sublessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Sublessee until thirty (30) days after the Commencement Date.

By way of illustration of the preceding sentence, if the Commencement Date is April 1, Sublessee shall send to the County the rental payments for April 1 and May 1 by May 1.

(b) Beginning on the anniversary of the Commencement Date, and on each anniversary thereafter, monthly Rent shall increase by three percent (3%) over the previous year's Rent.

(c) Upon agreement of the parties, Sublessee may pay Rent by electronic funds transfer and in such event, County agrees to provide to Sublessee bank routing information for such purpose upon request of Sublessee.

(d) Upon written County consent to sublease or license in accordance with Article 13 herein, Sublessee's rent under this lease shall be increased by 50% of the rent generated by such sublease or license, effective upon the date of rent commencement under the sublease or license, and subject to any annual increases pursuant to Article 4.(b) hereinabove.

5. Improvements; Access.

(a) Sublessee has the right to construct, maintain, install, repair, replace and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae, a generator and related fuel tank, as described in the Technical Data Sheet, Exhibit "C", and supporting structures and improvements ("Sublessee's Facilities"). Notwithstanding the foregoing, Sublessee shall, upon notice to County, be permitted to perform equipment replacements with equipment that is of a "like kind" or substantially similar in nature. In connection therewith the Sublessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Sublessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Sublessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Title to Sublessee's Facilities and any equipment placed on the Premises by Sublessee shall be held by Sublessee or its equipment lessors or assigns. Sublessee's Facilities shall not be considered fixtures. Sublessee has the right to remove any or all of Sublessee's Facilities at its sole expense on or before the expiration of this Agreement or within sixty (60) days after an early termination of this Agreement. All portions of Sublessee's Facility brought onto the Property by Sublessee will be and remains Sublessee's personal property and, at Sublessee's option, may be removed by Sublessee at any time during the then current Term. County covenants and agrees that no part of the communication facility constructed, erected, or placed on the Premises by Sublessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the County that all improvements of every kind and nature constructed, erected, or placed by Sublessee on the Premises will be and remain the property of the Sublessee and may be removed by Sublessee at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Sublessee will be responsible for the replacement of any trees, shrubs, or other vegetation if removed or destroyed during the Sublessee's equipment removal process. At County's option, Sublessee will be required to remove from the Premises or the Property foundations, underground utilities, equipment building and antenna support structure used in connection with the Sublessee's Facilities to a depth of two feet.

(b) Sublessee shall comply and remain in compliance with all conditions as set forth in any Conditions of Approval issued by the appropriate jurisdiction and all other local, state and federal government requirements and regulations.

(c) County shall provide access to Sublessee, Sublessee's employees, agents, contractors and subcontractors to the leased premises twenty four (24) hours a day, seven (7) days a week. 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 access rights to Sublessee to the extent required to construct, maintain, install and operate Sublessee's Facilities on the Premises, and to remove such facilities there from. Sublessee's exercise of such rights shall not cause undue inconvenience or interference to County or any other occupants.

(d) County shall provide an access path of travel from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. County shall not be responsible for maintaining and repairing such roadways. Sublessee shall be permitted to take all reasonable steps necessary, at Sublessee's option (but not obligation), to maintain such private roadways and access paths of travel (provided such roadways or paths of travel are not publicly owned or controlled) to ensure Sublessee's access to the Premises. If Sublessee causes any damage to the path or roadway, Sublessee shall promptly repair same, at Sublessee's expense.

(e) Sublessee shall have the right to install utilities, at Sublessee's expense, subject to County's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed. Sublessee shall have the right to place utilities on County's Property in order to service the Premises and Sublessee's Facilities.

(f) Sublessee shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of Sublessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Agreement, Sublessee shall within sixty (60) days, surrender the Premises to County in good condition, less ordinary wear and tear. Sublessee shall perform all necessary affirmative actions to memorialize the expiration, cancellation or termination of this Agreement, including delivering to County an executed Quitclaim Deed and/or Memorandum of Termination of Lease to be recorded in the County of Riverside Clerk/Recorder's Office to provide constructive notice thereof.

Notwithstanding anything to the contrary in this Agreement, Sublessee (or its successors or assigns) shall remove Sublessee's Facilities completely from County's Property in the event of an Abandonment of Sublessee's Facilities. ("Abandonment of Sublessee's Facilities" shall have the meaning provided in County of Riverside ("County") Ordinance No. 348.4090). If Sublessee fails to remove such facilities, County may do so at Sublessee's expense.

6. Maintenance, Repairs Right to Enter

(a) Sublessee shall at all times from and after the Commencement Date, at its own cost and expense, properly mark and identify Sublessee's equipment, lines and antennas. Sublessee shall maintain the Premises and all of Sublessee's equipment and improvements in reasonably clean and good condition and in a reasonably safe operating order. Upon surrender of the Premises, Sublessee shall, within sixty (60) days, deliver the Premises to County in good order, condition, less ordinary wear and tear.

(b) If Sublessee refuses or neglects to maintain the Premises in a clean, professional and workmanlike manner, or any part thereof, in a manner reasonably satisfactory to County, County shall have the right, upon giving Sublessee, at least ten (10) days reasonable written notice of its election to do so, to perform such maintenance on behalf of and for the account of Sublessee; provided, however, at no time shall the County be permitted to touch, tamper with, alter or remove any of Sublessee's antennas, transmission lines, equipment or related appurtenances on the Premises or access any equipment cabinets on the Premises. If County makes or causes any such maintenance to be made or performed, as provided for herein, Sublessee shall pay the reasonable cost thereof to County within thirty (30) days after Sublessee's receipt of an invoice therefore. The invoice shall be accompanied by reasonable supporting documentation.

(c) Sublessee shall, upon prior notice and in the presence of a Sublessee representative, 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 in County's reasonable discretion, to prevent waste or deterioration in connection with the Premises if Sublessee 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 reasonably 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, Sublessee may be required to do, nor shall County's performance of any repairs on behalf of Sublessee constitute a waiver of Sublessee's default in failing to do the same. No exercise by County of any rights herein reserved shall entitle Sublessee to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby, unless the damage is caused by County's negligence or misconduct.

7. Interference with Communications.

(a) Sublessee agrees not to cause interference to the radio frequency communication operations of County, County's tenants, or anyone holding an agreement with County to operate on the Property, so long as equipment utilized in such operations is installed in accordance with applicable laws and regulations prior to the execution of this Agreement.

(b) After the execution of this Agreement, County shall not install or modify, or permit the installation or modification of, any equipment such that it will interfere with or restrict the operations of Sublessee. Such interference shall be deemed a material breach of this Agreement by County. Should County have knowledge of any interference (actual or contemplated) or should any such interference occur, County shall promptly take all necessary action, at no cost to Sublessee, to eliminate the cause of said interference, including, if necessary removing, or causing any tenant to remove, equipment creating said interference.

(c) Sublessee shall operate its facilities in compliance with all applicable Federal Communications Commission (FCC) regulations and in accordance with the Sublessee supplied Exhibit C, Technical Data Sheet, attached.

8. Taxes. Sublessee shall pay personal property taxes assessed against Sublessee's Facilities and County shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement, only for so long as this Agreement has not expired of its own terms or is not terminated by either party. County hereby grants to Sublessee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of County and/or Sublessee, any personal property or real property tax assessments that may affect Sublessee. If County receives notice of any personal property or real property tax assessment against the County, which may affect County and is directly attributable to Sublessee's installation, County shall provide timely notice of the assessment to Sublessee sufficient to allow County to consent to or challenge such assessment. Further, County shall provide to Sublessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Paragraph 8. Sublessee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes levied on such interest.

9. Termination.

(a) This Agreement, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided, both County and Sublessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the cure commences within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

(b) This Agreement may also be terminated by Sublessee without further liability on sixty (60) days prior written notice if Sublessee: (i) is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Sublessee from installing, removing, replacing, maintaining or operating Sublessee's Facilities or using

the Premises in the manner described in Paragraph 2 above; or (ii) determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference. Sublessee shall be permitted to terminate this Agreement for any other reason in Sublessee's sole discretion upon prior written notice to the County, together with the payment to the County of a one (1) time termination fee in an amount equal to three (3) months of Sublessee's then-current rent due under this Agreement at the time of the termination (the "Termination Fee"), which Termination Fee shall be paid to the County within thirty (30) days of Sublessee's written notice of termination.

10. Destruction of Premises. If the Premises are destroyed or damaged, to the extent that the Premises are unusable by Sublessee in Sublessee's judgment, County shall make available to Sublessee within five (5) days, a temporary site on County's Property, APNs **295-020-005, 295-020-008 & 294-110-005**, which in Sublessee's sole discretion is equally suitable for Sublessee's use. Sublessee may construct, operate, and maintain substitute Sublessee's Facilities thereon until Sublessee's Facilities are fully restored and operational on the Premises. In the event a temporary site is not available and Sublessee is unable to operate Sublessee's Facilities on County's Property, rent shall abate in full until such time that Sublessee's Facilities are fully restored and operational on the Premises. Alternatively, Sublessee may elect to terminate this Agreement as of the date of the damage or destruction by notifying County in writing within 30 days following the date of damage or destruction. Notwithstanding the foregoing, Sublessee shall be permitted to bring a temporary cell site on wheels onto the Property during any such time that Sublessee's Facilities are non-operational pursuant to this Section.

11. Condemnation. If a condemning authority takes all or a portion of County's Property, which in Sublessee's opinion is sufficient to render the Premises unsuitable for Sublessee's use, then Sublessee may terminate this Agreement as of the date when possession is delivered to the condemning authority.

12. Insurance. Without limiting or diminishing Sublessee's obligation to indemnify or hold the County harmless, Sublessee 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. As it pertains to the insurance section only, the COUNTY herein refers to 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.

(a) Workers' Compensation: If the Sublessee has employees as defined by the State of California, the Sublessee 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 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County.

(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 Sublessee's performance of its obligations hereunder. Policy shall name the County as Additional Insureds. Policy's limit of liability shall not be less than \$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 Sublessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$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 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 Sublessee's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$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 County's Risk Manager, Sublessee'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. Notwithstanding the foregoing, the County's approval shall not be required for self-insured retentions so long Sublessee maintains a net worth of at least Two Hundred Million Dollars (\$200,000,000.00).

3. Sublessee shall cause Sublessee's insurance carrier(s) to furnish the County of Riverside and the entity named below with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. If any claim made by the County is rejected by Sublessee's insurance company, the County shall have the right to view a complete, certified copy of the applicable policy in the presence of a Sublessee representative at a mutually agreeable location, subject to the County executing a non-disclosure agreement. Sublessee's policies shall provide for thirty (30) days notice of cancellation. In the event of a material modification, cancellation, or reduction in coverage below the required minimums, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Sublessee shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements. Any 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. The additional insured referenced above is: National Public Finance Guaranty Corporation, 113 King Street, Armonk, NY 10504.

4. It is understood and agreed to by the parties hereto that the Sublessee's insurance shall be construed as primary insurance as relates to Sublessee's operations, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory in this respect.

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 Sublessee has become inadequate.

6. Sublessee 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. Sublessee 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.

13. Assignment and Subleasing. Sublessee shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Agreement or sublease the Premises and its rights herein, in whole or in part, without County's consent, which consent will not be unreasonably withheld; provided however, that Sublessee may assign without County's consent its interest to Sublessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Sublessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Sublessee or transfer upon partnership or corporate dissolution of Sublessee shall constitute an assignment hereunder. Sublessee shall give County notice within thirty (30) days after the effective date of any such assignment. Upon written consent of County of such third party assignment, Sublessee will be relieved of all future performance, liabilities and obligations under this Agreement. Assignee shall be bound to all of Sublessee's liabilities and obligations of this Agreement.

Sublessee shall not permit the installation or modification by any subtenants of any equipment such that it will interfere with or restrict the operations of the County. Such interference shall be deemed a material breach of this Agreement by Sublessee. Should Sublessee have knowledge of any interference (actual or contemplated) or should any such interference occur, Sublessee shall promptly take all necessary action, at no cost to County, to eliminate the cause of said interference, including, if necessary removing, or causing any subtenant to remove, the equipment creating said interference.

14. Title and Quiet Enjoyment.

(a) County represents and warrants that it has full right, power, and authority to execute this Agreement. County further warrants that Sublessee shall have quiet enjoyment of the Premises during the Term of this Agreement or any Renewal Term. County hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable County to enter into this Agreement and allow Sublessee to install and operate Sublessee's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of County's Property.

(b) Sublessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Sublessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Sublessee's use of the Premises, Sublessee shall have the right to terminate this Agreement immediately upon written notice to the County.

15. Repairs. Sublessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Sublessee, its employees, agents, contractors or subcontractors.

16. Environmental. During the term of this Agreement and any extensions thereof, Sublessee shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises, in connection with Sublessee's operation thereon, including, but not limited to, soil and groundwater conditions. Further, Sublessee, its tenants, successors or assigns, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious be themselves or in combination with other materials (collectively, "hazardous materials") except for those contained in its back-up power batteries (lead-acid batteries), fuel for the emergency generator and common materials used in telecommunications operations, e.g. cleaning solvents. Sublessee will treat all hazardous materials brought onto the leased premises by it in accordance with all federal, state and local laws and regulations. For the purpose of this Agreement, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section

25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws. County does not represent that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, County does not represent that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on the Premises. County agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within the Premises in violation of any land fill law or regulation. County and Sublessee each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from any breach of any warranty or agreement contained in this paragraph.

17. Indemnity. Subject to Paragraph 12 above, each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents.

18. Limitation of Liability. Except for indemnification obligations herein, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. Miscellaneous.

Notices shall be in writing and shall be delivered to:

Sublessee:

Los Angeles SMSA Limited Partnership
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate
RE: Nandia

With a copy concurrently to:
Verizon Wireless.
Attn: Legal Department,
15505 Sand Canyon Ave
Irvine, CA 92618
RE: Nandia

County:

County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 500
Riverside, CA 92501
RE: MV120

or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier.

(a) Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

(b) This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

If Sublessee is to pay Rent to a payee other than the County, County shall notify Sublessee of the payee's name and address in writing at least thirty (30) days before the next Rent payment due date.

SITE NUMBER: MV120
SITE NAME: BCTC/Nandia

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.

This Agreement shall be governed under California law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

Upon request either party may require that a Memorandum of Agreement be recorded confirming the (i) term commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the parties. Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

[Signatures to appear on following page]

SITE NUMBER: MV120
SITE NAME: BCTC/Nandia

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

Date: _____

LESSOR:

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

John Tavaglione, Chairman
Board of Supervisors

By: _____

Deputy

County of Riverside Tax ID#: 95-6000930

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

SUBLESSEE:

Los Angeles SMSA Limited Partnership,
a California limited partnership,
dba Verizon Wireless

By: _____

Synthia M. Gunzel

Synthia M. Gunzel
Deputy County Counsel

By: AirTouch Cellular

Its: General Partner

By: _____

Name: Walter L. Jones, Jr.

Title: Area Vice President Network

Date: _____

JRF:sl/110811/MV120/12.894 S:\Real Property\TYPING\Docs-12.500 to 12.999\12.894.doc

EXHIBIT "A"

COUNTY'S PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

All those portions of Lots 103, 104, and 105 in the Alessandro Tract, as per Plat recorded in Book 6, Page 13 of Maps, records of San Bernardino County and those portions of Lots 1 through 7, inclusive, and Lots 10 through 24, inclusive, Lots 31 through 38, inclusive, together with those portions of vacated Mariposa Avenue, Mead Street, Boulder Avenue, Alexander Street and Elsinore Road which would pass by operation of law, all within Upton Acres No. 2, as per Plat recorded in Book 14 of Maps, Page 14, records of Riverside County, and being within Sections 27, 28, 33 and 34, Township 3 South, Range 4 West, San Bernardino Base and Meridian, according to the Official Plat thereof, all of said land being in the County of Riverside, State of California, described as a whole as follows:

Commencing at the Northeast corner of the Southeast ¼ of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14, of Maps, records of the recorder of Riverside County, California;

Thence along said centerline of Nandina Avenue North 89° 42' 58" West, a distance of 2692.74 feet to the centerline intersection of Nandina Avenue and Alexander Street (60.00 feet wide);

Thence North 00° 57' 39" East, a distance of 30.00 feet to a point of intersection with the Northerly right-of-way line of said Nandina Avenue, said point also being the true point of beginning;

Thence continuing North 00° 57' 39" East, a distance of 1417.44 feet;

Thence South 89° 02' 21" East, a distance of 1937.31 feet;

Thence North 00° 53' 25" East, a distance of 1351.88 feet;

Thence South 89° 51' 43" East, a distance of 1164.96 feet to a point of intersection with the West line of Parcel Map 22504, filed in Book 151, Pages 63 and 64 of Parcel Maps, records of the recorder of Riverside County, California;

Thence along said West line North 00° 53' 58" East, a distance of 1443.48 feet;

Thence leaving said West line North 89° 05' 31" West, a distance of 440.96 feet;

Thence North 00° 49' 44" East, a distance of 387.80 feet;

Thence North 89° 10' 16" West, a distance of 3268.11 feet;

Thence South 00° 49' 44" West, a distance of 1720.00 feet;

Thence North 89° 10' 16" West, a distance of 1740.00 feet to a point of intersection with the Easterly right-of-way line of Barton Road (44.00 feet half width) per document recorded September 23, 1972 as Instrument No. 127557, records of said recorder;

Thence along said Easterly right-of-way line South 00° 37' 32" West, a distance of 230.02 feet to an angle point in said right-of-way line;

Thence continuing along said right-of-way line South 00° 26' 27" West, a distance of 2615.30 feet to a point of intersection with a line being 30.00 feet

SITE NUMBER: MV120
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North of and measured at right angles to the North line of the Southwest One-Quarter of said Section 33;
Thence South 89° 41' 53" East, on a line 30.00 feet Northerly of and parallel with said North line of the Southwest One-Quarter, a distance of 2621.72 feet to an angle point in said line;
Thence continuing on said parallel line South 89° 42' 57" East, a distance of 0.35 feet to the true point of beginning.

Excepting therefrom that portion of land lying in Section 26, Township 3 South, Range 4 West, San Bernardino Base and Meridian, known as Building 3404, and being more particularly described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14 of Maps, records of the recorder of Riverside County, California;

Thence along said centerline of Nandina Avenue, North 89° 42' 58" West, a distance of 2652.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide);

Thence North 00° 57' 39" East, a distance of 1447.44 feet;

Thence South 89° 02' 21" East, a distance of 745.33 feet;

Thence North 00° 57' 39" East, a distance of 2475.51 feet;

Thence North 00° 53' 27" East, a distance of 114.32.00 feet;

Thence North 89° 06' 33" West, a distance of 40.65 feet to the true point of beginning;

Thence North 44° 20' 00" West, a distance of 32.00 feet;

Thence South 45° 40' 00" West, a distance of 79.00 feet;

Thence South 44° 20' 00" East, a distance of 32.00 feet;

Thence North 45° 40' 00" East, a distance of 79.00 feet to the true point of beginning.

Also Excepting therefrom reserving unto the grantor all oil, gas and other mineral resources of any kind or nature in the mineral estate of the property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the property as reserved in the deeds from the United States of America, recorded December 21, 1999 as Instrument No. 99-550370 and recorded January 6, 2000 as Instrument No. 2000-6555 both of Official Records.

End of Legal Description of County's Property

SITE NUMBER: MV120
SITE NAME: BCTC/Nandia

EXHIBIT "B"
DEPICTION OF THE PREMISES

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

See Attached Sheets A1, A2 and A3

SITE NUMBER: MV120
SITE NAME: BCTC/Nandia

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

VERIZON WIRELESS PREMISES DESCRIPTION

THAT PORTION OF LAND SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE LAND CONVEYED TO THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY QUITCLAIM DEEDS RECORDED DECEMBER 21, 1999, AS INSTRUMENT No. 1999-550370 AND JANUARY 6, 2000, AS INSTRUMENT No. 2000-006655, BOTH OF OFFICIAL RECORDS, LYING WITHIN THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M.

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., AND THE NORTHERLY RIGHT-OF-WAY LINE OF NANDINA AVENUE (60.00 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°41'53" WEST, A DISTANCE OF 302.98 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°18'07" EAST, 496.63 FEET; THENCE NORTH 60°00'57" WEST, 7.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°00'57" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 29°59'03" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 60°00'57" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 29°59'03" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,500 SQUARE FEET OR 0.03 ACRES

THE BASIS OF BEARINGS FOR THIS PROJECT, NORTH 89°41'53" WEST, BEING THE CENTERLINE OF NANDINA AVENUE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108, PAGE 9 OF SURVEYS IN THE RIVERSIDE COUNTY RECORDER'S OFFICE, RIVERSIDE COUNTY, NEVADA.

SITE NUMBER: MV120
 SITE NAME: BCTC/Nandia

EXHIBIT "C"
TEC DATA SHEET
Riverside County Wireless Facility
Application Form

RETURN THIS APPLICATION AND FEES TO:		Date Received: _____
County of Riverside Department of Facilities Management 3133 Mission Inn Ave. Riverside, CA 92507	Attn: Jim Force e-mail: JRForce@rc-facilities.org Office: 951-955-4822 fax: 951-955-4800	Revision Dates: _____ _____ _____ Site Name: _____ Site Number: _____

APPLICANT INFORMATION

Applicant (Carrier):	Verizon Wireless	Primary Contact Name:	Randi Newton
Applicant Site Name:	Nandia	Company Name:	Spectrum Surveying & Engineering
Applicant Site Number:		Primary Contact Number:	909-944-5471
Proposed Installation Date:	ASAP	Primary Contact Fax:	909-944-5971
Proposed ON AIR Date:	ASAP	Primary Contact Address:	8390 Maple Place, Suite 110 Rancho Cucamonga, CA 91730
Applicant Entity Name on Lease Agreement:	Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless	Primary Contact Email:	rnewton@spectrumse.com
Notice Address for Lease:	180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate		
Billing Address:			

ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number:	Randi Newton – 909-944-5471 – rnewton@spectrumse.com
RF Contact Name/Number:	Terri Trinh – 949-286-7000 – terri.trinh@verizonwireless.com
Legal Review Contact Name/Number:	Reena Yuba – 310-315-8255 – ryuba@mcguirewoods.com
Zoning Contact Name/Number:	Randi Newton – 909-944-5471 – rnewton@spectrumse.com
Construction Contact Name/Number:	Chuck Moore – 909-821-9330 – chuck@derradesign.com
Emergency Contact Name/Number:	

BUILDING INFORMATION

Latitude:	33	52	02.25	Existing Structure Type:	New build – Raw land
Longitude:	117	18	21.92	Existing Structure Height (ft AGL):	New build at 70'
Site Address:	17425 Ferguson Ave.	County: Riverside	State: CA	Zip: 92508	

ANTENNAS

Sector	Sector 1	Sector 2	Sector 3	Sector 4	Micro Wave / GPS
Desired Rad Center (ft AGL)	67'-6"	67'-6"	67'-6"		
Antenna Quantity	6	6	6		
Antenna Manufacturer	Antel	Antel	Antel		
Antenna Model (Attach Spec Sheet)	BXA-70063-4CF, BXA-80063-4CF, BXA-171063-8C F	BXA-70063-4CF, BXA-80063-4CF, BXA-171063-8C F	BXA-70063-4CF, BXA-80063-4CF, BXA-171063-8C F		
Weight (lbs per antenna)	9.9, 9.9, 10.5	9.9, 9.9, 10.5	9.9, 9.9, 10.5		
Antenna Dimensions (HxWxD) (in)	47.4x11.2x 5.2, 47.4x11.2x 5.2, 48.5x6x4.5	47.4x11.2x 5.2, 47.4x11.2x 5.2, 48.5x6x4.5	47.4x11.2x 5.2, 47.4x11.2x 5.2, 48.5x6x4.5		
ERP (watts)	500 500 25 0	500 500 25 0	500 500 25 0		
Antenna Gain (dB)	12.5, 13, 18	12.5, 13, 18	12.5, 13, 18		

SITE NUMBER: MV120
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Riverside County Wireless Facility Application Form

Orientation Azimuth (Degrees)	230	350	110		
Mechanical Tilt	2	2	2		
Channels	0	0	0		
Mount Mfg and Model (Attach Spec Sheet)					
Tower Mount Mounting Height (On Tower)					
Transmit Frequency (MHz)	880- 895MHz 1965- 1970MHz	880- 895MHz 1965- 1970MHz	880- 895MHz 1965- 1970MHz		
Receive Frequency (MHz)	835- 850MHz 1885- 1890MHz	835- 850MHz 1885- 1890MHz	835- 850MHz 1885- 1890MHz		
Number of Coax Cables (PER ANTENNA)	2	2	2		
Diameter of Coax Cables (in)	7/8	7/8	7/8		
Type of Service (i.e CDMA, GSM, TDMA, PAGING):	CDMA, PCS, LTE				

EQUIPMENT SPACE REQUIREMENTS

Equip. Enclosure Type: Prefabricated – Aggregate.	Number of Radio Cabinets: N/A – Will be enclosed in shelter.				
Total Lease Area Requested (HxWxD)(ft):	25'x60'				
Actual Cabinet Dimensions (HxWxD)(ft):	TBD				

POWER REQUIREMENTS

AC Voltage Requirements	1Ph \odot <input type="checkbox"/> 3Ph \odot <input type="checkbox"/>	Total Amperage Requirements:	220 V - 60 Amp		
Electrical Service Provider:	SCE	Electrical Service Telephone Number:	Verizon		

GENERATOR INFORMATION

Generator Ground Space Requirement (HxWxD)(ft):	To be included within requested lease area	Fuel Type (Natural Gas, Diesel):	Diesel		
Generator Owner:	Verizon Wireless	Fuel Tank Location:	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Separate	<input type="checkbox"/> None
Capacity (KW):	30kw	Fuel Tank Size (Gallons):			

ADDITIONAL INFORMATION/COMMENTS

SITE FEASIBILITY WALK

To discuss in detail your onsite needs and requirements, Riverside County will schedule a pre-design site walk with the Applicant and the Riverside County Facility Management team.

- This Application is subject to Riverside County's Communication, Engineering and Facilities Management approval.
- Modifications to the building are subject to local zoning approval.
- Applicant must attach manufacturer's equipment specifications for antennas, mounts, cabinets, shelters, cables etc.