

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

512



**SUBMITTAL DATE:**  
January 11, 2012

**FROM:** Economic Development Agency / Facilities Management

**SUBJECT:** Communications Site Lease – Maiden Lane Fire Station – TowerCo

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

1. Ratify and approve the attached 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/EDA, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

**BACKGROUND:** (Commences on Page 2)

**REVIEWED BY CIP**  
*Christopher Hans*  
**Christopher Hans**

*Robert Field*  
**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:	2011/12

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

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

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

**County Executive Office Signature** BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL  
 DATE: 11-16-11  
 BY: *Thia M. Gunzel*  
 THIA M. GUNZEL  
 Departmental Concurrence  
 John R. Hawkins, County Fire Chief  
 Riverside County Fire Department

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

**BACKGROUND:**

In July 2006, the County entered into a lease with Nextel Communications, which enabled Nextel to construct a communication facility nestled in the back corner of the Maiden Lane fire station property. In November 2006, Nextel merged with Sprint and became Sprint Nextel. In October 2008, Sprint Nextel assigned its leasehold interest to TowerCo Assets LLC and entered into a sublease with TowerCo. TowerCo has since entered into a separate ground lease on private property adjacent to the County property, and will now enter into a sublease with T-Mobile to install communication equipment on the adjacent property, sharing the existing tower on County property so as to avoid a proliferation of towers in the area and to avoid using any more fire station ground space. The Real Estate Division has negotiated a new lease agreement directly with TowerCo that will extinguish the prior lease that was entered into with Nextel Communications. County will earn 40% of the revenue TowerCo receives from T-Mobile as a result of the use of the tower structure.

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

Lessee: TowerCo Assets LLC

Premises Location: Maiden Lane Fire Station, Lakeland Village, California

Term: Ten years commencing on January 1, 2012.

Size: 630 square feet of ground space

Rent: \$2,624.39 per month  
\$31,492.68 per year  
3% annual increases  
40% of any sublease rent

Utilities: Provided by Lessee

Maintenance: Provided by Lessee

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

**Attachments:**

Communications Site Lease Agreement

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

### **COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated \_\_\_\_\_, 2011, is between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") whose address is 3403 Tenth Street, Suite 500, Riverside, CA 92501 and **TowerCo Assets LLC** ("Lessee") whose address is 5000 Valleystone Drive, Cary, NC 27519.

WHEREAS, Lessee is the successor in interest to Nextel of California, Inc. under that certain lease for the Premises by and between County of Riverside and Nextel of California, Inc., as Lessee dated July 31, 2006 ("Prior Lease");

WHEREAS, County and Lessee desire to replace the Prior Lease with the terms and conditions of this Lease, all on the terms set forth below.

NOW THEREFORE, effective upon the Commencement Date, this Lease will amend and restate the Prior Lease by deleting the Prior Lease in its entirety and replacing it with the terms and conditions set forth herein.

1. **Premises.** County represents that it owns the real property legally described in Exhibit "A" commonly known as 33020 Maiden Lane, Lake Elsinore, CA (Assessor's Parcel Number: 381-252-009). Subject to the following terms and conditions, County leases to Lessee that portion of County's property ("Property") legally described in Exhibit "B" and depicted in Exhibit "C", consisting of an area of 630 sq ft), along with easements for ingress and egress, cables and utilities, the ("Premises"). Leasing said real property is in the public interest and the use thereof will not substantially conflict or interfere with County's use of its own electronic communications equipment nearby.

2. **Use.** The Premises may be used by Lessee 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 Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's and Lessee's sublessees or licensees intended use of the Premises.

County consents to the continued occupancy of the Premises by Lessee's existing sub-tenant, Nextel of California, Inc. d/b/a Nextel Communications and its affiliates, successors or assigns ("Sprint/Nextel"). The sublease to Sprint/Nextel and any further subleasing shall be in accordance with Articles 4(c) and 13 herein.

3. **Term.** The term of this Lease ("Term") shall be ten (10) years commencing on January 1, 2012 ("Commencement Date") and shall expire December 31, 2021. Upon the commencement of the term of this Lease, the Prior Lease, which is hereby amended, restated and replaced in its entirety with this Lease, shall terminate automatically, and shall become null and void, of no further force or effect.

4. **Rent.**

(a) Upon the Commencement Date, Lessee shall pay County, as rent, the sum of Two Thousand Six Hundred Twenty Four Dollars and 39 Cents (\$2,624.39) ("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 Lease.

(b) Beginning on January 1, 2013, and on each anniversary thereafter, monthly Rent shall increase by three percent (3%) over the previous year's monthly Rent.

(c) Upon written County consent to sublease or license in accordance with Article 13 herein, Lessee agrees to pay to County forty percent (40%) of the rental, license or similar payments

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

actually received by Lessee (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) within thirty (30) days after receipt of said payment by Lessee ("Additional Rent"). The obligation to pay Additional Rent will not apply to the Sprint/Nextel subtenant referenced in Section 2 above.

5. Improvements; Access.

(a) Lessee 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, and supporting structures and improvements ("Lessee's Facilities"). Notwithstanding the foregoing, Lessee 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 Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee, its subtenants or their respective equipment lessors, successors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration of this Lease or within sixty (60) days after an early termination of this Lease. All portions of Lessee's Facility brought onto the property by Lessee will be and remains Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. County covenants and agrees that no part of the communication facility constructed, erected, or placed on the Premises by Lessee 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 Lessee on the Premises will be and remain the property of the Lessee and may be removed by Lessee at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Lease, Lessee will be responsible for the replacement of any trees, shrubs, or other vegetation if removed or destroyed during the Lessee's equipment removal process. At County's option, Lessee will be required to remove from the Premises or the Property foundations to a depth of six (6) feet below ground, underground utilities, equipment building and antenna support structure used in connection with the Lessee's Facilities.

(b) Lessee 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 Lessee, Lessee'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 such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them there from. Lessee's exercise of such rights shall not cause undue inconvenience to County.

(d) County shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. County shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities and cables, at Lessee's expense, subject to County's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed, which existing utilities and cables servicing the Premises are deemed approved by Lessor. In addition, County hereby approves of the cable run over the County's Property in the approximate location depicted as the "T-Mobile Overhead Coax Bridge" in Exhibit C, which cable run shall

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

be a part of the Premises. Lessee shall have the right to place utilities on County's Property in order to service the Premises and Lessee's Facilities.

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

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to County in good condition, less ordinary wear and tear.

Notwithstanding anything to the contrary in this Lease, Lessee (or its successors or assigns) shall remove Lessee's Facilities completely from County's Property in the event of Abandonment of Lessee's Facilities. ("Abandonment of Lessee's Facilities" shall have the meaning provided in County of Riverside ("County") Ordinance No. 348.)

6. Maintenance, Repairs Right to Enter

(a) Lessee shall at all times from and after the Commencement Date, at its own cost and expense, maintain the Premises and all of Lessee's equipment and improvements in clean and good condition and in safe operating order. Upon surrender of the Premises, Lessee 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.

(b) If Lessee 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 Lessee 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 Lessee. If County makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice together with reasonable evidence of the cost therefore.

(c) Lessee 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 Lessee 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 Lease, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. No exercise by County of any rights herein reserved shall entitle Lessee 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 or its employees', agents', or contractors' negligence or misconduct. County will provide Lessee at least twenty four (24) hours prior written notice prior to any entry onto the Premises, except in cases of emergency.

7. Interference with Communications.

(a) Lessee 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 prior to the execution of the Prior Lease.

(b) After the execution of this Lease, 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 Lessee. Such interference shall be deemed a material breach of this Lease by County. Should County

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

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 Lessee, to eliminate the cause of said interference, including, if necessary, removing, or causing any tenant to remove, equipment creating said interference.

(c) Lessee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

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

9. Termination.

(a) This Lease, 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 sixty (60) days of receipt of written notice of default, provided, both County and Lessee shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and the cure commences within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion.

(b) This Lease may also be terminated by Lessee without further liability on one hundred twenty (120) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

10. Destruction of Premises. If the Premises or the Lessee's Facilities are destroyed or damaged, in Lessee's judgment, to the extent that the Premises or Lessee's Facilities are unusable by Lessee for uses consistent with Lessee's existing use immediately preceding such damage or destruction, County shall make available to Lessee within a reasonable amount of time a temporary site on the Property; provided such temporary site is available, is reasonably practicable and is reasonably acceptable to Lessee. Lessee may construct, operate, and maintain substitute Lessee's Facilities thereon until Lessee's Facilities are fully restored and operational on the Premises. In the event a temporary site is not available and Lessee is unable to operate Lessee's Facilities on the Property for uses consistent with Lessee's existing use immediately preceding such damage or destruction, rent shall abate in full until such time Lessee Facilities are fully restored and operational on the Premises. Alternatively, Lessee may elect to terminate this Lease as of the date of the damage or destruction by notifying County in writing within 30 days following the date that the parties have determined, in good faith, whether or not a reasonably practical and acceptable temporary site is available.

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

12. Insurance. Without limiting or diminishing Lessee's obligation to indemnify or hold the County harmless, Lessee 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 Lease.

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

(a) **Workers' Compensation:** If the Lessee has employees as defined by the State of California, the Lessee 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 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 Lessee'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 \$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 Lease, then Lessee 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 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) **Professional Liability Insurance:** Lessee shall maintain Professional Liability Insurance providing coverage for the Lessee's performance of work included within this Lease, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Lessee's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Lease and Lessee shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Lease; or 3) demonstrate through Certificates of Insurance that Lessee has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Lease.

(e) **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: VIII (A:8) 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 Lessee'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 Lease. Upon notification of self insured retention unacceptable to the County, and at the election of the County's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Upon written request from the County, Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified copies of Endorsements effecting coverage as required herein, and 2) if requested to do so in writing by the County Risk Manager, provide Certified copies of policies

including all Endorsements and all attachments thereto, 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) will endeavor to provide thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance, copies of endorsements or certified copies of policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance as required herein is in full force and effect. Notwithstanding the foregoing, this Lease shall not terminate in the event of a material modification, cancellation, expiration, or reduction in coverage if Lessor is provided with the foregoing Certificate of Insurance, copies of endorsements and/or certified policies, not later than fifteen (15) business days following receipt of notice from Lessor requesting same. Lessee shall not commence operations until the County has been furnished Certificate (s) of Insurance and certified copies of endorsements and if requested, certified policies of insurance including all endorsements and any and all other attachments 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 Lessee'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 Lease 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 Lease, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Lease 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 Lessee has become inadequate.

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

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

8) Lessee 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 Lease.

13. Assignment and Subleasing.

(a) Lessee shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Lease or sublease the Premises and its rights herein, in whole or in part, without County's consent, which consent will not be unreasonably withheld, conditioned or delayed; provided however, that Lessee may assign or sublease without County's consent its interest to its parent company, to Sprint/Nextel, or any of their respective subsidiaries or affiliates or to any of their respective successors-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease acknowledged by written notice to County; and further provided however, County hereby agrees that its consent shall be deemed to have been given unless Lessee receives written notice of County's objection within thirty(30) days following County's receipt of a request for consent pursuant to the terms of this Section 13. Upon written consent, or deemed consent, of County of such third party assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Lease. Assignee shall be bound to all of Lessee's liabilities and obligations of this Lease. Notwithstanding anything in this Section 13 to the contrary, Lessee may mortgage or grant a security interest in this Lease and Lessee's Facilities, and may assign this Lease and Lessee's Facilities



SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

(b) County hereby consents to Lessee entering into a sublease with T-Mobile West Corporation or one of its affiliates, successors or assigns ("T-Mobile"). Lessee acknowledges that it shall pay Additional Rent to County for the sublease with T-Mobile in accordance with Section 4(c) above.

14. Title and Quiet Enjoyment.

(a) County represents and warrants that it has full right, power, and authority to execute this Lease. County further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease 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 Lease and allow Lessee to install and operate Lessee'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) Lessee 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 Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to County.

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

16. Environmental. During the term of this Lease and any extensions thereof, Lessee 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 Lessee's operation thereon, including, but not limited to, soil and groundwater conditions. Further, Lessee, 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 of themselves or in combination with other materials (collectively, "hazardous materials") except for those contained in back-up power batteries (lead-acid batteries), fuel for the emergency generator and common materials used in telecommunications operations, e.g. cleaning solvents. Lessee will treat all hazardous materials brought onto the Premises by it in accordance with all federal, state and local laws and regulations. For the purpose of this lease, 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 law or regulation. County and Lessee 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.

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

17. Indemnity. Lessee shall defend, indemnify and hold harmless County, and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause arising from any act or omission of Lessee, its employees, agents, or any subcontractors, agents or representatives of Lessee, or Lessee's obligations contemplated by this agreement, to or in any way connected with the Lessee's use of the Premises except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the negligence, willful misconduct or acts of County, or its officers, employees, agents, or representatives. Such indemnification shall include all costs and attorneys fees.

18. Limitation of Liability. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any , lost anticipatory profits, incidental, punitive, indirect, special or consequential damages, or loss of data, 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:

Lessee:

TowerCo  
5000 Valleystone Dr.  
Cary, NC 27519  
Attention: Property Management  
TowerCo Site ID#: CA2817

County:

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
RE: LE022

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 Lease shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

In accordance with the terms of Section 6(c), County shall have, at any time during normal business hours; the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this lease.

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

If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease 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 Lease shall be valid and enforceable to the fullest extent permitted by law.

This Lease 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 Lease be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

Lessee reserves the right to survey the Property and/or the Premises, and said survey of the Property or Premises will then become Exhibit B-1, which will be attached hereto and made a part hereof, and will control in the event of discrepancies between Exhibit B-1 and Exhibit "A", Exhibit "B", and or Exhibit "C". Lessor agrees to execute an Amended Memorandum of Lease in recordable form containing the new legal descriptions of the Property or Premises if so requested by Tenant.

This Lease constitutes the entire Lease 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 Lease must be in writing and executed by both parties.

The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the parties. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease 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 Lease. The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

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

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

**LESSOR:**

**COUNTY OF RIVERSIDE**, a political subdivision

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Name: John Tavaglione, Chairman  
Title: Board of Supervisors


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

County of Riverside Tax ID#: 95-6000930

**APPROVED AS TO FORM:**

Pamela J. Walls, County Counsel

**LESSEE:**

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

**TOWERCO ASSETS, LLC**

By:   
Name: Michael P. MacPherson  
Title: Vice President/General Manager

Date: 11.18.11

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF COUNTY'S PROPERTY**

Parcel 1 and Lettered Lot B of Parcel Map 7025, as shown by Map on File in Book 36, Page 22, of Parcel Maps, Records of Riverside County, California.

Tax Parcel 381-252-009

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PREMISES**

**Lease Area –**

All that portion of Parcel 1 and lettered Lot B of Parcel Map 7025, as shown by map on file in Book 36, Page 22 of Parcel Maps, Records of Riverside County California, being more particularly described as follows:

Commencing at a found 1.5 inch iron pipe at the intersection of Grand Avenue and Lilian Street as shown hereon;

Thence South 38° 47' 24" West, a distance of 55.02 feet;

Thence South 37° 04' 39" West, a distance of 121.29 feet;

Thence South 15° 35' 51" West, a distance of 56.63 feet to the point of beginning;

Thence South 52° 24' 31" East, a distance of 17.38 feet;

Thence South 37° 35' 29" West, a distance of 27.00 feet;

Thence North 52° 24' 31" West, a distance of 23.00 feet to the outside face of wall of an existing building;

Thence North 37° 35' 29" East, along side outside face of wall a distance of 27.00 feet;

Thence South 52° 24' 31" East, a distance of 5.62 feet to the point of beginning.

**Access Easement –**

All that portion of Parcel 1 and Lettered Lot B of Parcel Map 7025, as shown by Map on file in Book 36, Page 22 of Parcel Maps, Records of Riverside County California, being a 12.00 foot wide strip of land, lying 6.00 feet on each side of the following described centerline:

Commencing at a found 1.5 inch iron pipe at the intersection of Grand Avenue and Lilian Street as shown hereon;

Thence South 38° 47' 24" West, a distance of 55.02 feet to the point of beginning;

Thence South 37° 04' 39" West, a distance of 121.29 feet;

Thence South 15° 35' 51" West, a distance of 56.63 feet to the point of terminus.

SITE NUMBER: LE022  
SITE NAME: West Lake  
TowerCo ID/Name: CA2817/West Lake

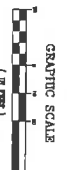
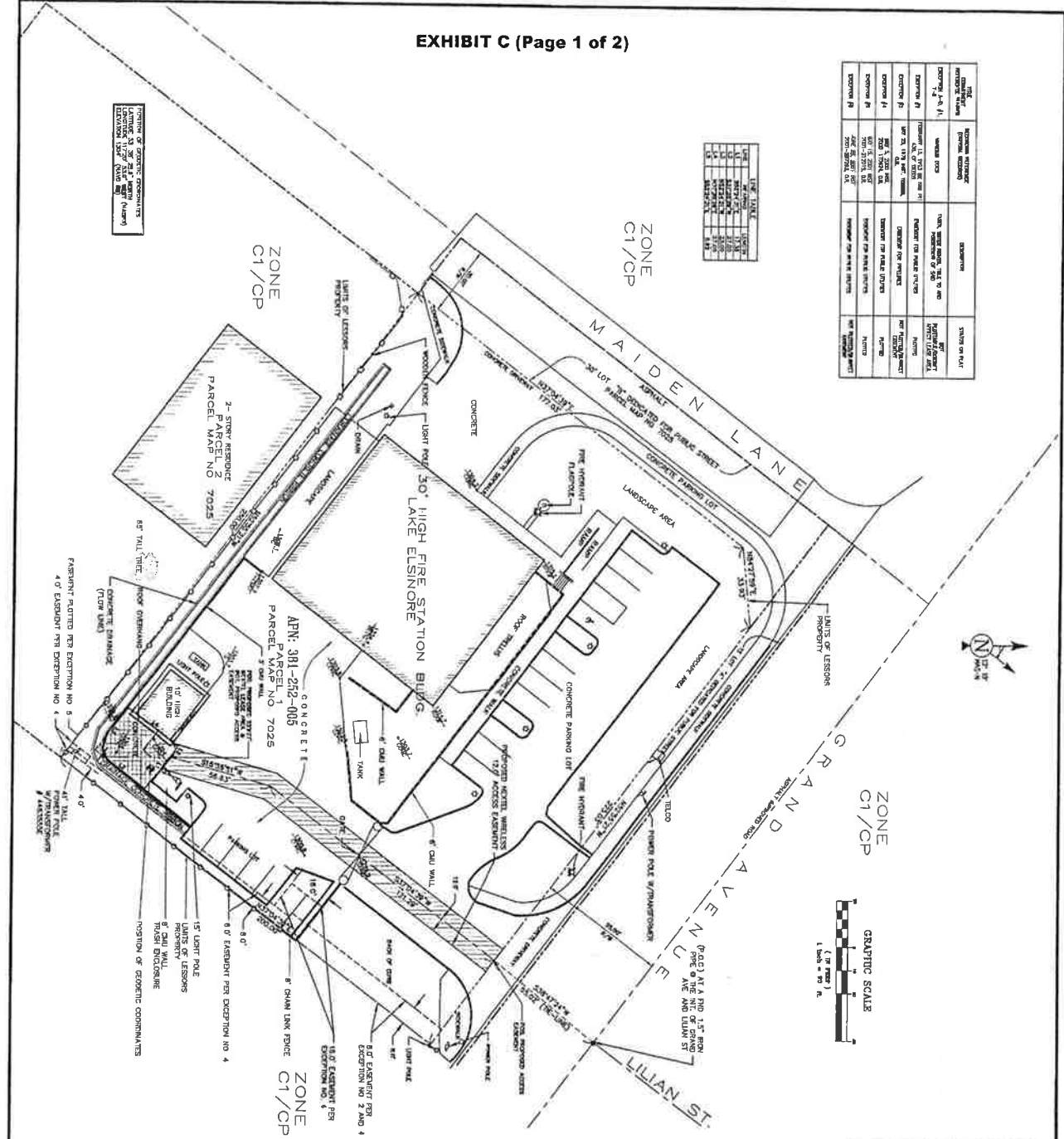
**EXHIBIT "C"**  
**DEPICTION OF THE PREMISES**

The Premises consist of those areas depicted/shown below where Lessee's communications tower, antennae, equipment, cables and utilities are situated on County's Property.

**See Attached.**

EXCEPTION #	DESCRIPTION	APPROVALS	DATE
EXCEPTION #1	CONCRETE DRIVEWAY	APPROVED	11/17/04
EXCEPTION #2	CONCRETE DRIVEWAY	APPROVED	11/17/04
EXCEPTION #3	CONCRETE DRIVEWAY	APPROVED	11/17/04
EXCEPTION #4	CONCRETE DRIVEWAY	APPROVED	11/17/04
EXCEPTION #5	CONCRETE DRIVEWAY	APPROVED	11/17/04

TYPE	AREA	AREA	AREA
1. LOT AREA	1.171	1.171	1.171
2. LOT AREA	1.171	1.171	1.171
3. LOT AREA	1.171	1.171	1.171
4. LOT AREA	1.171	1.171	1.171
5. LOT AREA	1.171	1.171	1.171



**LEGEND**

Symbol	Description
Circle with dot	Survey Point
Circle with cross	Benchmark
Circle with 'S'	Setback Line
Circle with 'E'	Easement Line
Circle with 'A'	Access Easement
Circle with 'U'	Utility Easement
Circle with 'R'	Road Right-of-Way
Circle with 'F'	Fence Line
Circle with 'C'	Construction Line
Circle with 'D'	Driveway
Circle with 'L'	Lot Line
Circle with 'P'	Property Line
Circle with 'M'	Maiden Lane
Circle with 'G'	Grand Avenue
Circle with 'L'	Lilian St.



**DIRECTIONS TO SITE**  
FROM THE CORNER OF MAIDEN LANE AND GRAND AVENUE, TRAVEL WEST ON GRAND AVENUE FOR 150 FEET TO THE INTERSECTION OF GRAND AVENUE AND LILIAN STREET. TRAVEL SOUTH ON LILIAN STREET FOR 100 FEET TO THE PROJECT AREA.

**LEGAL DESCRIPTION**  
PARCEL 1, 1.171 ACRES, MORE OR LESS, BEING THE SOUTHWEST QUARTER OF SECTION 17, T4N, R3E, S1E, SAN DIEGO COUNTY, CALIFORNIA.

**LEGAL AREA LEGAL DESCRIPTION**  
PARCEL 1, 1.171 ACRES, MORE OR LESS, BEING THE SOUTHWEST QUARTER OF SECTION 17, T4N, R3E, S1E, SAN DIEGO COUNTY, CALIFORNIA.

**CONVEYANCE**  
A CONVEYANCE OF THE PROJECT AREA TO THE CITY OF EL SINORE, CALIFORNIA, FOR USE AS A FIRE STATION.

**BENCHMARK**  
A BENCHMARK WAS SET AT THE INTERSECTION OF MAIDEN LANE AND GRAND AVENUE.

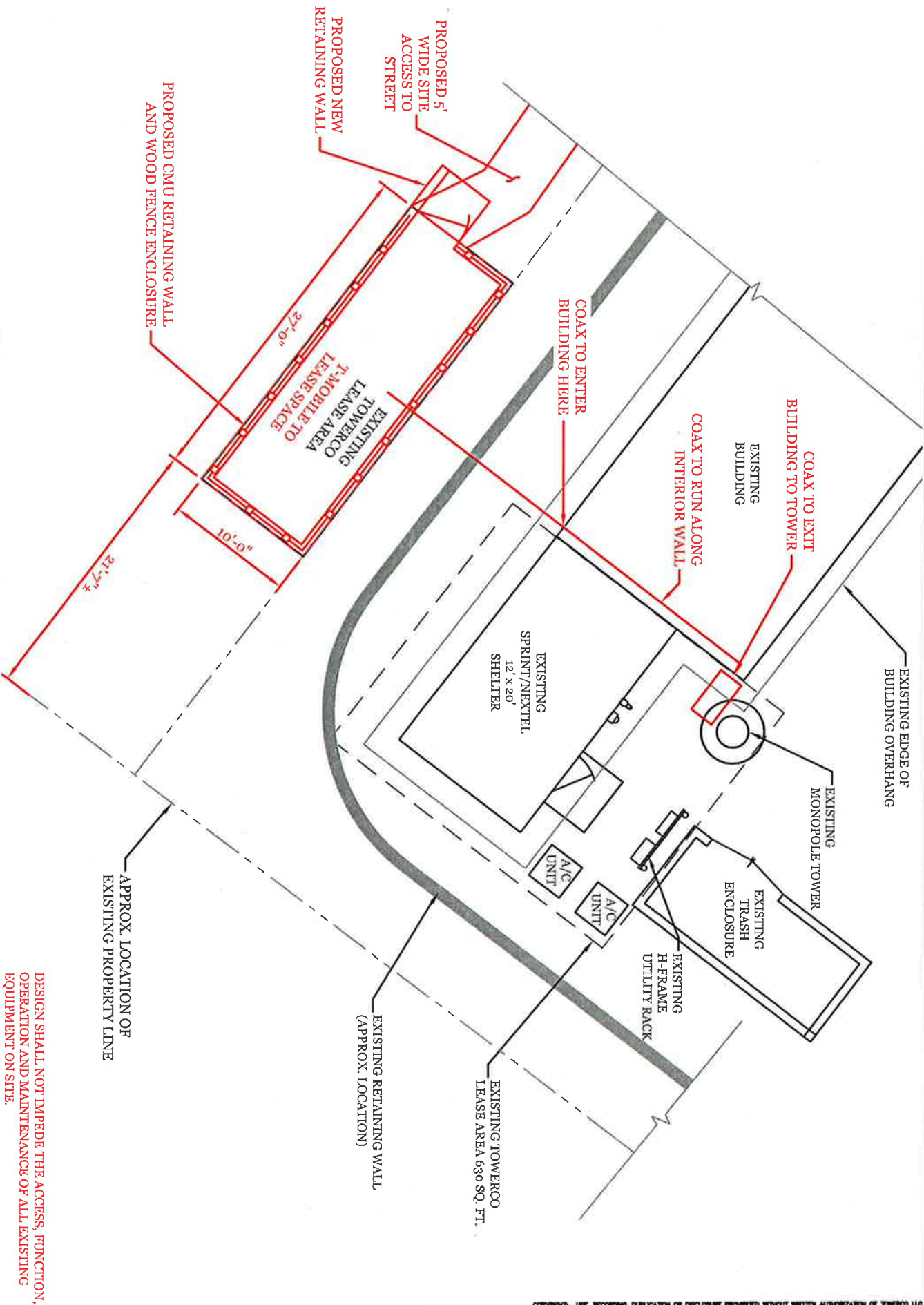
**SETBACKS**  
THE SETBACKS SHOWN ON THIS PLAN ARE IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF EL SINORE.

**UTILITY EASEMENTS**  
UTILITY EASEMENTS ARE SHOWN FOR WATER, SEWER, AND GAS.

**ADDITIONAL NOTES**  
ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

**GENERAL NOTES**  
1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF EL SINORE.

<p><b>ACO</b> ARCHITECTS - INC.</p>	<p>3500 HUNTER LANE LAKE ELSINORE, CA 92530 COUNTY OF RIVERSIDE</p>	<p>Nextel of California, Inc. <b>Nextel</b> Communications 310 CALDWAY AVENUE LAKE ELSINORE, CA 92530 PHONE: 714.288.2000 FAX: 714.288.2511</p>	<p>WESTLAKE CA-8859</p>
<p>PROJECT NO.: CA-8859</p>	<p>CURRENT ISSUE DATE: 11/17/04</p>	<p>ISSUED FOR: FINAL</p>	<p>1st SUBMITTAL: 10/25/04 2nd SUBMITTAL: 11/09/04 FILE NAME: SCA1890</p>



DESIGN SHALL NOT IMPED THE ACCESS, FUNCTION, OPERATION AND MAINTENANCE OF ALL EXISTING EQUIPMENT ON SITE.



5000 Valleystone Drive  
 Cary, North Carolina 27519  
 Telephone: 919-469-5559  
 Fax: 919-469-5530  
 www.towerco.com

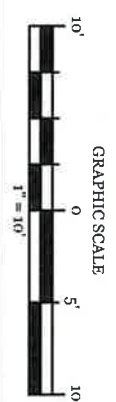


EXHIBIT PURPOSES ONLY  
 NOT FOR CONSTRUCTION  
 DIMENSIONS NOT VERIFIED  
 BY LICENSED SURVEYOR

SITE PLAN	
CA2817	
West Lake	
3	REVISED PER FIRE INSP. COMMENTS
	11/8/2011