

FORM APPROVED COUNTY COUNSEL  
 BY: Patricia Munroe DATE: 6/28/14  
 Patricia Munroe  
 Departmental Concurrence

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

116



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

**SUBMITTAL DATE:**  
 July 17, 2014

**SUBJECT:** Second Amendment to Communication Site Lease – Lamb Canyon Landfill – T Mobile, District 5/District 5, CEQA Exempt ,[\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing facilities;
2. Direct the Clerk of the Board to file the Notice of Exemption;
3. Approve the attached Second Amendment to Communication Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and

(Continued)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A  
**Budget Adjustment:** No  
**For Fiscal Year:** 2013/14

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

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- Positions Added
- Change Order
- A-30
- 4/5 Vote

**Prev. Agn. Ref.:** 3.29 of 9/28/10 | **District:** 5/5 | **Agenda Number:**

3-23

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

Economic Development Agency/Facilities Management

**FORM 11:** Second Amendment to Communication Site Lease – Lamb Canyon Landfill – T Mobile, District 5/District 5, CEQA Exempt, [\$0]

**DATE:** July 17, 2014

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**RECOMMENDED MOTION: (Continued)**

4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

**BACKGROUND:**

**Summary**

In 1998, the County entered into a ground lease agreement with Pac Bell Mobile Services that entitled Pac Bell to install and maintain a communication facility (including a tower structure) in a small area flanking the Lamb Canyon Landfill area of operations. Over the years, the leasehold interest was assigned, so the current Lessee is T-Mobile West Corporation. The current lease term expires August 31, 2018. The County has a separate ground lease with Sprint for land that is situated adjacent to the T-Mobile lease area; Sprint will utilize T-Mobile's tower structure under a proposed separate License agreement between T-Mobile and Sprint. This Second Amendment provides consent to the Sprint License, and provides that the County will be entitled to a percentage of the rental income provided by such sublease. It is estimated that the County's 25% share will be \$300 dollars per month.

Board Policy B-26 requires that the income generated by this lease agreement shall be set aside for public safety, into a fund that is administered by the Executive Office.

Lessee:	T-Mobile West Corporation
Premises Location:	16411 Lamb Canyon Road Beaumont, California
Term:	No change, current term continues through August 31, 2018 with two consecutive options to extend the term for five years each, commencing September 1, 2018.
Size:	877 square feet of ground space
Rent:	\$2,433.31 per month (Current) \$29,199.72 per year 4% annual increases
Sublease Revenue:	25% of the Sprint sublease payments to T-Mobile, to be paid to the County annually, estimated at \$300.00 per month.
Utilities:	Provided by Lessee
Maintenance:	Provided by Lessee

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

(Continued)

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**BACKGROUND:**

**Summary** (Continued)

**Impact on Residences and Businesses**

There will be no change to the current communications facility other than an assignment of actual users through a sublease. The negotiated revenue produced by this facility will help to fund and pay for public safety communication which will benefit both residences and businesses alike.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There are no costs associated with this Form 11.

Attachment:

Second Amendment

## SECOND AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT (this "Second Amendment") is dated as of February 28<sup>th</sup>, 2014, by and between County of Riverside, a political subdivision ("Lessor" or "County"), and T-Mobile West LLC, a Delaware limited liability company, f/k/a T-Mobile West Corporation ("Lessee" or "T-Mobile"). Lessor and Lessee are herein collectively referred to as the "Parties". Any capitalized terms used in this Second Amendment shall, unless otherwise defined or the context otherwise requires, have the meaning given in the Lease.

WHEREAS, the Parties (or, as applicable, their respective predecessors in interest) entered into that certain Communications Site Lease Agreement dated April 3, 2009 and as amended by the First Amendment to Communications Site Lease Agreement dated October 15, 2010, (including any prior amendments and modifications, the "Lease") for the purpose of Lessee installing, operating, repairing and maintaining Lessee's Facilities on the Premises located at 16411 Lamb Canyon Road, Beaumont, California 92223 (APN#421-220-025); and

WHEREAS, the Parties desire to enter into this Second Amendment for the purpose of allowing Lessee to sublet space within its Premises to Sprint PCS Assets, L.L.C., ("Licensee") pursuant to a separate sublease or license agreement between Lessee and Sprint (the "Sprint Sublease").

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

1. **Sprint Sublease.**

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

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

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

2. Notices. All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight carrier, postage prepaid. Notices will be addressed to the parties as follows:

**Lessor:** County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street Suite 400  
Riverside, CA 92501

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

**Lessee:** T-Mobile West LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site Number: IE04507A

4. Miscellaneous.

a. The unenforceability, invalidity or illegality of any provision of this Second Amendment shall not render any other provision unenforceable, invalid or illegal.

b. All of the terms and conditions of this Second Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

c. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises.

d. Each party agrees to furnish to the other, within ten (10) days after receipt of written request, such estoppel information as the other may reasonably request

e. This Second Amendment may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

f. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall govern and control.

g. Except as modified by this Second Amendment, the terms and conditions of the Lease remain unmodified and are in full force and effect.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

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

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

**LESSOR: County of Riverside**

A political subdivision

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

Name: Jeff Stone

Title: Chairman of the Board of Supervisors

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

APPROVED AS TO FORM:  
Pamela Walls, County Counsel

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

Printed Name: Patricia Monroe

Title: DEPUTY COUNTY COUNSEL

**LESSEE: T-Mobile West LLC**  
a Delaware limited liability company

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

Name: Heather Gastelum

Title: Sr. Manager, Engineering, Tower Operations

Date: 2/28/14

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

**LESSOR**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and  
for said State, personally appeared, \_\_\_\_\_

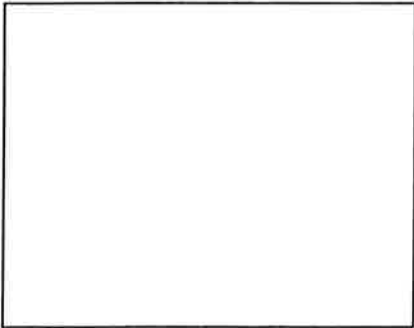
who proved to me the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to me  
within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity  
(ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the  
person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the forgoing paragraph is true and  
correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Dated:



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

**TENANT**

**CERTIFICATE OF ACKNOWLEDGMENT**

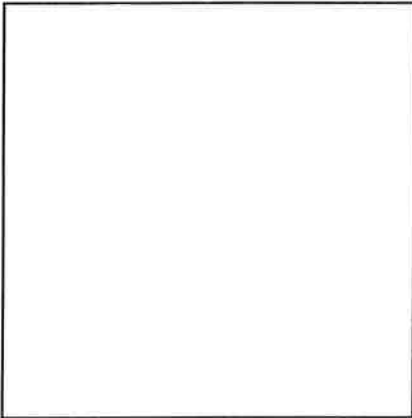
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that Heather Gastelum is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Sr. Manager, Engineering, Tower Operations of T-Mobile West LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_

Notary Public

Print Name \_\_\_\_\_

My commission expires \_\_\_\_\_