

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

652



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

**SUBMITTAL DATE:**  
December 22, 2014

**SUBJECT:** First Amendment to Communications Site Lease, 25 years – El Cerrito Sports Park – T-Mobile West Tower, LLC, District 2/District 2, 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 and direct the Clerk of the Board to file the Notice of Exemption;
2. Approve the attached First Amendment to Communications Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. 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:** (Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(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: 2014/15-24/25

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

APPROVE

BY:   
Imelda Delos Santos

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

SUBMITTED TO THE BOARD OF SUPERVISORS  
 DATE: 7/7/14  
 BY: PATRICIA MUNROE

Departmental Concurrence:

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

Prev. Agn. Ref.:

District: 2/2

Agenda Number:

**3-16**

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

Economic Development Agency/Facilities Management

**FORM 11:** First Amendment to Communications Site Lease, 25 years – El Cerrito Sports Park – T-Mobile West Tower LLC, District 2/District 2, CEQA Exempt [\$0]

**DATE:** December 22, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

In 2010, the County entered into a Communications Site Lease Agreement with T-Mobile West Corporation, a Delaware corporation, the subsequent successor in interest is T-Mobile West Tower, LLC, a Delaware limited liability corporation to construct, maintain and operate a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and incidental uses. The current lease expires on July 7, 2015. This First Amendment to Lease has provisions to expand the Leased premises to enable Crown Castle to Sublease to Verizon so that Verizon can develop a secondary pad site and utilize the T-Mobile Tower structure, and provides options to extend the term for future consecutive terms of five years each.

Pursuant to a separate agreement between the County and the City of Corona, the revenue generated by this Lease is to be turned over to the City of Corona to help its Park & Recreation department offset the expense of operating the El Cerrito Sports Park.

Lessee: CCTMO, Inc.  
Attorney-in-Fact for T-Mobile West Tower, LLC

Premises Location: 7500 El Cerrito Road, Corona  
Corona, California

|                            | <u>Current</u>                                 | <u>New</u>                                       |
|----------------------------|--|--|
| Term:                      | September 8, 2010 – September 7, 2020          | September 8, 2010 –September 7, 2015             |
| Option to Extend:          | One 5 year extension through September 7, 2010 | Four 5 year extensions through September 7, 2025 |
| Size:                      | 576 square feet                                | 1019 square feet                                 |
| Rent:                      | \$2,185.45                                     | \$3,722.66                                       |
| Utilities:                 | Provided by Lessee                             |  |
| Maintenance:               | Provided by Lessee                             |  |
| Assignment and Subleasing: | Subject to County approval.                    |  |

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

Attachment:  
First Amendment to Lease  
CEQA Report



1 WHEREAS, the Lease had an initial term that commenced on September 8,  
2 2010 and expires on September 7, 2015. The Lease provides for one (1) extension of  
3 five (5) years, which, if exercised, will commence on September 8, 2015 and will expire  
4 on September 7, 2020; and

5 WHEREAS, Lessee desires to expand the leasehold area in order to enable  
6 Verizon Wireless to develop an additional communication facility under a sublease with  
7 Lessee; and

8 WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and  
9 conditions contained herein.

10 NOW THEREFORE, for good and valuable consideration, the receipt and  
11 sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

12 1. Recitals; Defined Terms. The parties acknowledge the accuracy of the  
13 foregoing recitals. Any capitalized terms not defined herein shall have the meanings  
14 ascribed to them in the Lease.

15 2. Premises. Section 1 of the Lease shall be amended as follows:  
16 The lease space footage of the Premises for this Lease shall be expanded from 576  
17 square feet to 1019 square feet as shown on Exhibit B-1 to this Lease.  
18 Notwithstanding anything to the contrary set forth in this Section, Lessee is not  
19 relinquishing any rights to the Lease area, access easements, and/or utility easements  
20 that it legally possessed prior to the date of this First Amendment. Lessee's leasehold  
21 rights and access and utility easement rights over such areas shall remain in full force  
22 and effect and the Premises shall be deemed to include such areas.

23 3. Rent. Section 5 of the Lease shall be amended as follows:  
24 Commencing, on the first day of the first month following building permit issuance to  
25 Lessee for the improvements to be installed in the Expanded Premises area, Lessee  
26 shall pay the increased base monthly rent of Three Thousand Seven Hundred Twenty-  
27 Two and 66/100 Dollars (\$3,722.66), as rent for the Premises, payable in advance, on  
28 the first day of the month or soon thereafter.

1           4.     Term. Section 4 of the Lease is hereby deleted in its entirety and the  
2 following is inserted in its place:

3 The initial term of this Lease shall be for a period of five (5) years, commencing on  
4 September 8, 2010 and expiring on September 7, 2015 (the "Initial Term"). At the  
5 conclusion of the Initial Term, Lessee shall be entitled to four (4) extensions of five (5)  
6 years each, with the final lease extension expiring on September 7, 2035 (each  
7 extension is referred to as a "Renewal Term"). The Initial Term and any Renewal Term  
8 shall be collectively referred to as the "Lease Term." The Lease Term shall  
9 automatically be extended for each successive Renewal Term unless Lessee notifies  
10 Lessor of its intention not to renew in writing at least thirty (30) days prior to the  
11 expiration of the then current five (5) year term. Lessor and Lessee hereby  
12 acknowledge that Lessee has not yet exercised its first Renewal Term, and therefore  
13 has a balance of four (4) Renewal Terms.

14           5.     Technical Data Sheet. The Technical Data Sheet attached as Exhibit D  
15 to the Lease is hereby supplemented with the information set forth on the Technical  
16 Data Sheet attached to this First Amendment as Exhibit D-1.

17           6.     Assignment and Subleasing. Section 15 of the Lease is hereby deleted  
18 in its entirety and the following inserted in its place:

19 Lessee shall not have the right to assign this Lease, in whole or in part, without  
20 Lessor's prior written consent, which consent will not be unreasonably withheld;  
21 provided however, that Lessee may assign this Lease without Lessor's consent to its  
22 parent company, a subsidiary or affiliate, or to any successor-in-interest or entity  
23 acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing  
24 entity's interest, if any. Lessee will notify Lessor of any such assignment pursuant to a  
25 change in ownership that does not require consent. Upon the effective date of any  
26 assignment, assignee shall be bound to all of Lessee's liabilities and obligations of this  
27 Lease. Lessee shall have the right, upon written notification to Lessor, to sublease  
28 space or grant a similar right of use or occupancy within the Premises to a third party

1 for the installation of telecommunications equipment and antennas in connection with  
2 the operation of Lessee's business at the Premises.

3       7. Additional Rent. In addition to the rent currently paid by Lessee to  
4 Lessor pursuant to the Lease, as further consideration for the right of Lessee to  
5 exclusively use and sublease the Premises, Lessee shall pay additional rent if, after full  
6 execution of this First Amendment, Lessee subleases, licenses or grants a similar right  
7 of use or occupancy in the Premises to an unaffiliated third party Broadband Tenant  
8 that is not already a subtenant on the Premises (a "Future Broadband Sublease"),  
9 Lessee agrees to pay to Lessor twenty-five percent (25%) of the rental, license or  
10 similar payments actually received by Lessee (excluding any reimbursement of taxes,  
11 construction costs, installation costs, revenue share reimbursement or other expenses  
12 incurred by Lessee) (the "Additional Rent") within sixty (60) days after receipt of  
13 payment pursuant to a Future Broadband Sublease. Lessee shall have no obligation  
14 for payment to Lessor of such share of Additional Rent if not actually received by  
15 Lessee. Non-payment of such rental, license or other similar payment pursuant to a  
16 Future Broadband Sublease shall not be a default under the Lease and Lessor shall  
17 have no recourse against Lessee as a result of failure of payment thereof. Lessee  
18 shall have sole discretion, subject to terms of the Lease, as to whether, and on what  
19 terms, to sublease, license or otherwise allow occupancy of the Premises and there  
20 shall be no express or implied obligation for Lessee to do so. If any Future Broadband  
21 Sublease expires or terminates for any reason, Lessee shall no longer be obligated to  
22 pay Additional Rent for such Future Broadband Sublease. Notwithstanding anything in  
23 this paragraph to the contrary, Lessor shall not be entitled to Additional Rent for any  
24 sublease or license to any subtenant of Lessee or any successors and/or its assignees  
25 of each subtenant who commenced use of Premises or executed a sublease or license  
26 prior to the effective date of this First Amendment. As used herein, "Broadband  
27 Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service  
28

1 ("CMRS") provider (as defined in 47 C.F.R. 20.3) engaged primarily in the business of  
2 providing wireless telephony services to its customers.

3 8. Business Summary Report. Once per calendar year, Lessor may submit  
4 a written request to Lessee for a business summary report pertaining to Lessee's rent  
5 obligations for the prior twelve (12) month period, and Lessee shall provide such  
6 written accounting to Lessor within sixty (60) days after Lessee's receipt of such written  
7 request.

8 9. Governmental Approvals. If requested by Lessee, Lessor will execute, at  
9 Lessee's sole cost and expense, all documents required by any governmental authority  
10 in connection with any development of, or construction on, the Premises, including  
11 documents necessary to petition the appropriate public bodies for certificates, permits,  
12 licenses and other approvals deemed necessary by Lessee in Lessee's absolute  
13 discretion to utilize the Premises for the purpose of constructing, maintaining and  
14 operating a communications facility, including without limitation, tower structures,  
15 antenna support structures, cabinets, meter boards, buildings, antennas, cables,  
16 equipment and uses incidental thereto. Lessor agrees to be named applicant if  
17 requested by Lessee. Lessor shall be entitled to no further consideration with respect  
18 to any of the foregoing matters.

19 10. Ratification.

20 a) Lessor and Lessee agree that Lessee is the current Lessee under the  
21 Lease, the Lease is in full force and effect, as amended herein, and the Lease contains  
22 the entire agreement between Lessor and Lessee with respect to the Premises.

23 b) Lessor agrees that any and all actions or inactions that have occurred or  
24 should have occurred prior to the date of this First Amendment are approved and  
25 ratified and that no breaches or defaults exist as of the date of this First Amendment.

26 c) Lessor represents and warrants that Lessor is duly authorized and has  
27 the full power, right and authority to enter into this First Amendment and to perform all  
28 of its obligations under the Lease as amended.





1 shall be construed according to its normal and usual meaning and not strictly for or  
2 against either Lessor or Lessee. Neither this Amendment, nor the Lease, nor any  
3 notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

4 15. Approval. Anything to the contrary notwithstanding, this First Amendment  
5 shall not be binding or effective until its approval and execution by the Chairman of the  
6 Riverside County Board of Supervisors.

7  
8 IN WITNESS WHEREOF, LESSOR and LESSEE have executed this First  
9 Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

10  
11 LESSOR:


LESSEE:

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

T-MOBILE WEST TOWER LLC,  
a Delaware limited liability company

14  
15 By: \_\_\_\_\_  
16 Marion Ashley, Chairman  
17 Board of Supervisors

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

18 By:   
19 Print Name: WILLIAM HEATH  
20 Title: DISTRICT MANAGER

21 APPROVED AS TO FORM:  
22 Gregory P. Priamos, County Counsel

23 By:   
24 Patricia Munroe  
25 Deputy County Counsel

**EXHIBIT B-1**

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**EXHIBIT B-1**  
**LEASE AREA LEGAL DESCRIPTION**

A PORTION OF GOVERNMENT LOT 11, IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS DESCRIBED IN A DEED RECORDED FEBRUARY 2, 1986 AS INSTRUMENT NO. 86-30275 OF OFFICIAL RECORDS, ALSO SHOWN ON A MAP FILED IN BOOK 128 OF MAPS, PAGE 89 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE NORTHWEST CORNER OF SAID PROPERTY, FROM WHENCE AN IRON PIPE BEARS NORTH 32°32'12" WEST, A MEASURED DISTANCE OF 26.66 FEET, SHOWN ON SAID RECORD OF SURVEY, AS BEING ON THE WESTERLY LINE OF A PARCEL OF LAND SHOWN THEREON AS, INST. NO. 00-019642, OFFICIAL RECORDS, RECORDED JANUARY 20, 2000;

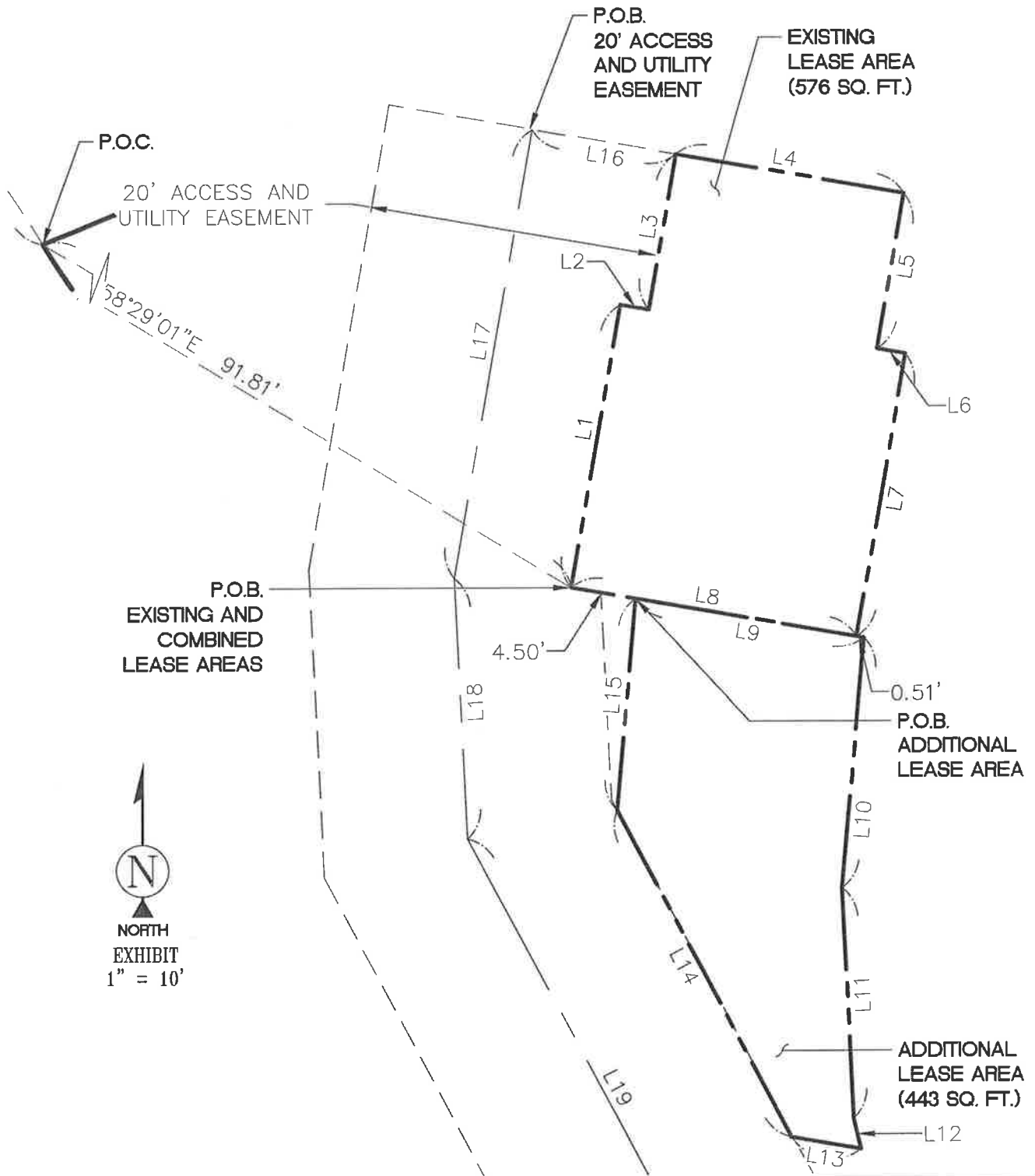
THENCE SOUTH 58°29'01" EAST, A DISTANCE OF 91.81 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 09°56'12" EAST, A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 80°03'48" EAST, A DISTANCE OF 2.00 FEET;  
THENCE NORTH 09°56'12" EAST, A DISTANCE OF 11.00 FEET;  
THENCE SOUTH 80°03'48" EAST, A DISTANCE OF 16.00 FEET;  
THENCE SOUTH 09°56'12" WEST, A DISTANCE OF 11.00 FEET;  
THENCE SOUTH 80°03'48" EAST, A DISTANCE OF 2.00 FEET;  
THENCE SOUTH 09°56'12" WEST, A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 80°03'48" EAST, A DISTANCE OF 0.51 FEET;  
THENCE SOUTH 04°50'07" WEST, A DISTANCE OF 16.85 FEET;  
THENCE SOUTH 02°48'20" EAST, A DISTANCE OF 16.14 FEET;  
THENCE SOUTH 13°21'10" EAST, A DISTANCE OF 2.69 FEET;  
THENCE NORTH 80°03'48" WEST, A DISTANCE OF 5.00 FEET;  
THENCE NORTH 28°10'17" WEST, A DISTANCE OF 25.72 FEET;  
THENCE NORTH 04°50'07" EAST, A DISTANCE OF 14.82 FEET;  
THENCE NORTH 80°03'48" WEST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1019 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

# EXHIBIT "B-1"

## LEGAL DESCRIPTION FOR THE PREMISES



428 MAIN STREET SUITE 206  
HUNTINGTON BEACH, CA 92648 (602)463-0472



SHEET 2 OF 3

| REV: | BY: | DATE:    |
|------|-----|----------|
| 0    | DRH | 10/29/14 |
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|      |     |          |
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**EXHIBIT D-1**

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## Riverside County Wireless Facility Application Form

|  |  |   |
|--|--|---|
| <b>RETURN THIS APPLICATION AND FEES TO:</b>  |  | Date Received: 3/28/2014  |
| County of Riverside<br>Economic Development Agency<br>3403 10 <sup>th</sup> Street, Suite 400<br>Riverside, CA 92501 | Attn: Jim Force<br><br>e-mail: JRForce@rivcoeda.org<br>Office: 951-955-4822<br>fax: 951-955-4800 | Revision Dates: _____<br>_____<br>_____<br>Site Name: <u>Wiskey Creek</u><br>Site Number: _____ |

### APPLICANT INFORMATION

|   |  |
|---|--|
| Applicant (Carrier): Los Angeles SMSA d/b/a<br>Verizon Wireless                             | Primary Contact Name: <b>Veronica Arvizu</b>   |
| Applicant Site Name: <b>Crown 824641<br/>T-Mobile IE24030C<br/>Verizon Wiskey Creek</b>     | Company Name: <b>Smartlink LLC</b>   |
| Applicant Site Number: <b>N/A</b>   | Primary Contact Number: <b>858-602-6380</b>  |
| <b>Proposed Installation Date:</b> <u>12/01/2014</u>  | Primary Contact Fax: <b>N/A</b>  |
| <b>Proposed ON AIR Date:</b> <u>1/15/2015</u>   |  |
| Applicant Entity Name on Lease Agreement:<br><br>Los Angeles SMSA d/b/a<br>Verizon Wireless | Primary Contact Address: <b>29970 Technology Drive<br/>Suite #219<br/>Murrieta, CA 92563</b> |
| Notice Address for Lease: <b>180 Washington Valley<br/>Road<br/>Bedminster, NJ 07921</b>    |  |
| Billing Address: _____  | Primary Contact Email: <b>Veronica.arvizu@smartlinkllc.com</b>                               |

### ADDITIONAL CARRIER INFORMATION

|                                   |   |
|-----------------------------------|---|
| Leasing Contact Name/Number:      | Veronica Arvizu- Smartlink 858-602-6380 |
| RF Contact Name/Number:           | Carlos Herrera 949-275-3021             |
| Legal Review Contact Name/Number: | N/A                                     |
| Zoning Contact Name/Number:       | Shanna Reyes 949-350-0716               |
| Construction Contact Name/Number: | John Dang 949-422-4471                  |
| Emergency Contact Name/Number:    |   |

### BUILDING INFORMATION

|                                   |   |
|-----------------------------------|---|
| Latitude: 33 N 49 59.8            | Existing Structure Type: Steel Frame and stucco |
| Longitude: 117 W 31 46.3          | Existing Structure Height (ft AGL): 70'         |
| Site Address: 7500 El Cerrito Rd. | County: Riverside State: CA Zip: 92881          |

### ANTENNAS

| Sector                                  | Sector 1          | Sector 2          | Sector 3          | Sector 4 | Micro Wave / GPS             |
|---|-------------------|-------------------|-------------------|----------|------------------------------|
| Desired Rad Center (ft AGL)             | 50'               | 50'               | 50'               | N/A      | 4' MW TBD                    |
| Antenna Quantity                        | 4                 | 4                 | 4                 | N/A      |                              |
| Antenna Manufacturer                    | Andrew            | Andrew            | Andrew            | N/A      | 3 Ericsson AIR/ 1 per sector |
| Antenna Model (Attach Spec Sheet)       | SBNH-1D6565B      | SBNH-1D6565B      | SBNH-1D6565B      | N/A      |                              |
| Weight (lbs per antenna)                | 47.4lbs           | 47.4lbs           | 47.4lbs           | N/A      |                              |
| Antenna Dimensions (HxWxD) (in)         | 72.7X11.9<br>X7.1 | 72.7X11.9<br>X7.1 | 72.7X11.9<br>X7.1 | N/A      |                              |
| ERP (watts)                             | 500               | 500               | 500               |          |                              |
| Antenna Gain (dB)                       | 11.2              | 11.2              | 11.2              |          | 17 for AIR                   |
| Orientation/Azimuth (Degrees)           | 110               | 230               | 350               |          |                              |
| Mechanical Tilt                         | 0                 | 0                 | 0                 |          |                              |
| Channels                                | 1900              | 1900              | 1900              |          |                              |
| Mount Mfg and Model (Attach Spec Sheet) | TBD               | TBD               | TBD               |          |                              |
| Tower Mount Mounting Height (On Tower)  | 50'               | 50'               | 50'               |          |                              |

## Riverside County Wireless Facility Application Form

|  |           |           |           |     |                |
|--|-----------|-----------|-----------|-----|----------------|
| Transmit Frequency (MHz)                       | 698-896   | 698-896   | 698-896   |     |                |
| Receive Frequency (MHz)                        | 1710-2180 | 1710-2180 | 1710-2180 |     |                |
| Number of Coax Cables (PER ANTENNA)            | 1         | 1         | 1         |     | I MW/s hybrids |
| Diameter of Coax Cables (in)                   | 7/8"      | 7/8"      | 7/8"      | n/a | 7/8"           |
| Type of Service (i.e CDMA, GSM, TDMA, PAGING): | CDMA      |           |           |     |                |

## Riverside County Wireless Facility Application Form

### EQUIPMENT SPACE REQUIREMENTS

|   |                                    |
|---|------------------------------------|
| Equip. Enclosure Type: <u>NA</u>        | Number of Radio Cabinets: <u>4</u> |
| Total Lease Area Requested (HxWxD)(ft): | 443 square feet irregular shape    |
| Actual Cabinet Dimensions (HxWxD)(ft):  | 4'4" X 2'6" X 5'                   |
|   |                                    |

### POWER REQUIREMENTS

|                              |  |                                      |     |
|------------------------------|--|--------------------------------------|-----|
| AC Voltage Requirements      | 1PhØ <input checked="" type="checkbox"/> 3PhØ <input type="checkbox"/> | Total Amperage Requirements:         | 400 |
| Electrical Service Provider: | SCE  | Electrical Service Telephone Number: |     |
|                              |  |                                      |     |

### GENERATOR INFORMATION

|   |                                 |                                  |  |
|---|---------------------------------|----------------------------------|--|
| Generator Ground Space Requirement (HxWxD)(ft): | 6' x 3' x 4'<br>On concrete pad | Fuel Type (Natural Gas, Diesel): | Diesel   |
| Generator Owner:                                | Verizon                         | Fuel Tank Location:              | <u>Attached</u> <u>X</u> <u>Separate</u> <u>None</u> |
| Capacity (KW):                                  | 10                              | Fuel Tank Size (Gallons):        | 55   |

### 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.