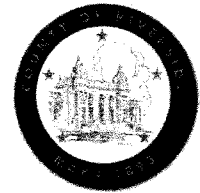


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



247

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
September 16, 2010

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

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

1. Approve the attached First Amendment to Communication Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside (County); and
2. Authorize the Assistant County Executive Officer of the Economic Development Agency, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

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

Robert Field  
Assistant County Executive Officer/EDA

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

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

<b>SOURCE OF FUNDS:</b> N/A	<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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: September 28, 2010  
xc: EDA, Waste

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**3.29**

Prev. Agn. Ref.: N/A

District: 5

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD.

FORM APPROVED COUNTY COUNSEL  
BY:   
CYNTHIA M. GUNZEL  
DA

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

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

**BACKGROUND:**

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

Board Policy B-26 requires that the income generated by this lease agreement shall be set aside for public safety, into a fund that is controlled by the Executive Office. Waste Management has consented to this extension of the tenancy and has reviewed and approved of the lease form and content.

Lessee: T-Mobile West Corporation

Premises Location: 16411 Lamb Canyon Road  
Beaumont, California

Term: Three consecutive options to extend the term for five years each,  
commencing September 1, 2013.

Size: 877 square feet of ground space

Rent: \$2,163.20 per month  
\$25,958.40 per year  
4% annual increases

Utilities: Provided by Lessee

Maintenance: Provided by Lessee

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

**FINANCIAL DATA:**

There are no costs associated with this Form 11.

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1107, Riverside, Ca 92502-1147  
Thank you.

## FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (this "First Amendment") is dated as of OCT 15 2010, 2010, by and between County of Riverside, a political subdivision ("Lessor" or "County"), and T-Mobile West Corporation, a Delaware corporation ("Lessee" or "Tenant"). Lessor and Lessee are herein collectively referred to as the "Parties". Any capitalized terms used in this First Amendment shall, unless otherwise defined or the context otherwise requires, have the meaning given in the Lease.

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

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

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

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

1. **AT&T Sublease.**

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

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

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

SEP 28 2010 3:29  
2010-12-104564

2. **Verizon Sublease.**

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

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

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

3. **Renewal Terms.** The current Term of the Lease shall expire on August 31, 2013. Notwithstanding anything to the contrary in any renewal provision of the Lease, commencing on September 1, 2013, Lessee shall have the right to renew the Lease for up to three (3) additional terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Lessee, unless Lessee provides Lessor with written notice of its intention not to renew the Lease at least thirty (30) days prior to the end of the current Term or any Renewal Term.

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

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

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

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

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

5. **Miscellaneous.**

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

[SIGNATURES NEXT PAGE]

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

**LESSOR:**

County of Riverside, a political subdivision

**LESSEE:**

T-Mobile West Corporation, a Delaware corporation

By: Marion Ashley

By: Allan Tantillo

Print Name: Marion Ashley

Print Name: Allan Tantillo

Title: Chairman of the Board of Supervisors

Title: Director - Tower Asset Management

Date: SEP 28 2010

Date: OCT 15 2010

**APPROVED AS TO FORM:**

Synthia M. Gunzel, County Counsel

By: Synthia M. Gunzel

Print Name: Synthia M. Gunzel

Title: Deputy County Counsel

ATTEST  
KEDIA HARRER-JHEM Clerk  
By: Kedia Harrer-Jhem  
DEPUTY

SEP 28 2010 329

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On September 29, 20 10 before me, Karen Burton, Board Assistant  
(name and title of officer) personally appeared Marion Ashley, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorize capacity, and that by his signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karen Burton

(Seal)

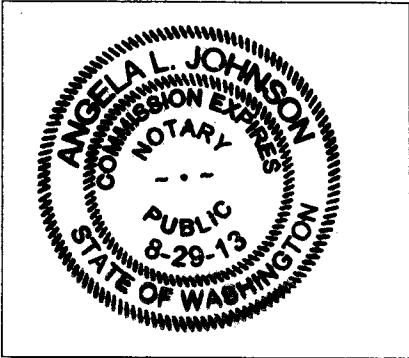
Market: Inland Empire  
Site Number: IE04507A  
Site Name: CM507 Lamb Canyon Landfill

**LESSEE ACKNOWLEDGEMENT**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that Allan Tantillo is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director - Tower Asset Management of T-Mobile West Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 15, 2010



Angela L. Johnson  
\_\_\_\_\_  
Notary Public                   Angela L. Johnson  
Print Name  
My commission expires 8/29/13

(Use this space for notary stamp/seal)