

**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 Costs	POLICY/BOARD/STAFF (per Executive Order)
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

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 29, 2014
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.29 of 9/28/10

District: 5/5

Agenda Number:

3-23

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
DATE: 6/23/14
Departmental Concurrence

A-30
 Positions Added
 4/5 Vote
 Change Order

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

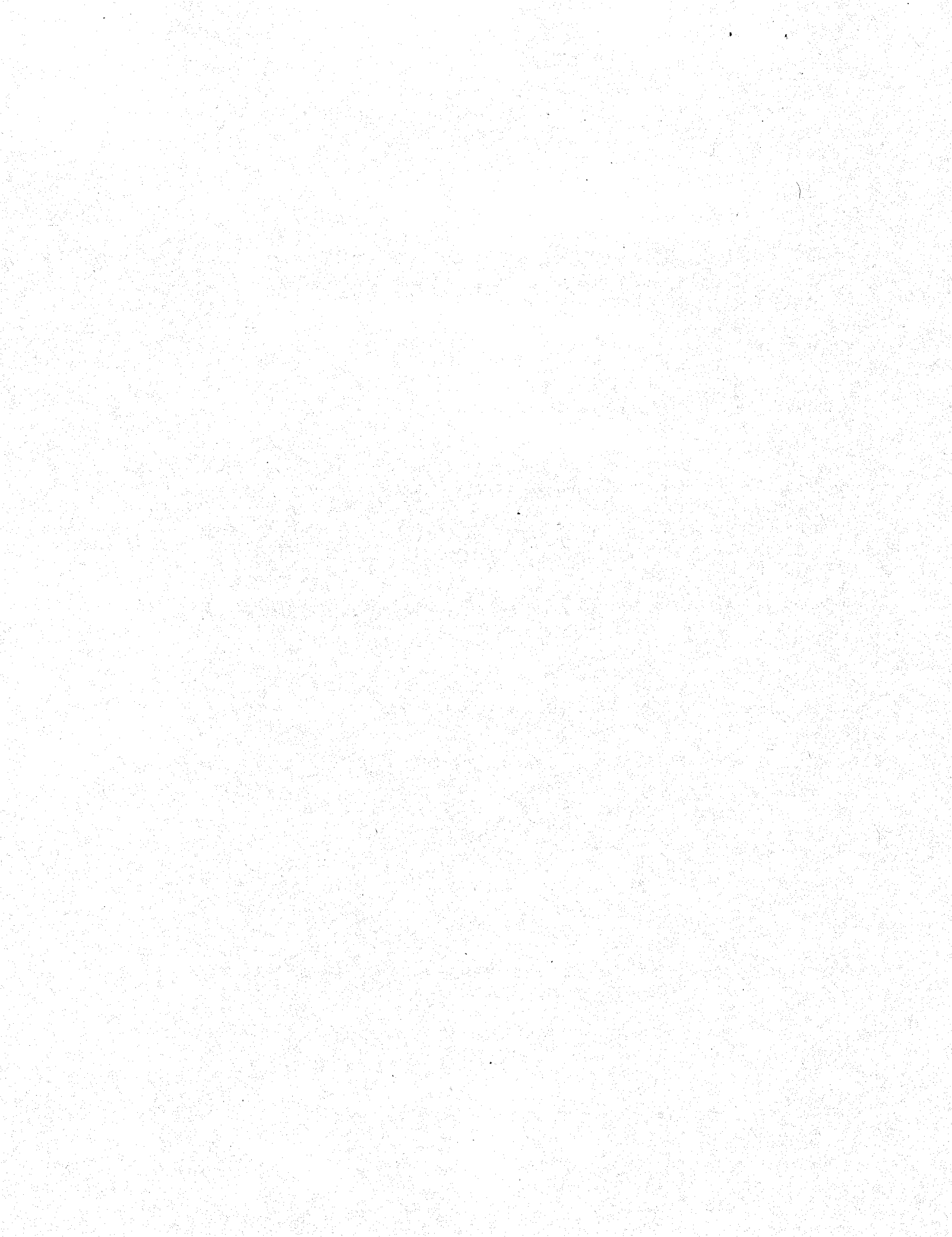
In 1998, the County entered into a ground lease agreement with Pac Bell Mobile Services that entitled Pac Bell to install and maintain a communication facility (including a tower structure) in a small area flanking the Lamb Canyon Landfill area of operations. Over the years, the leasehold interest was 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)



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
Page 3 of 3

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



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

8/1/14 _____
Date Initial

Date: July 9, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project # FM04713100600
Lamb Canyon Landfill Lease Agreement
Assessor Parcel Number 421-220-025

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Lamb Canyon Landfill Lease Agreement

Accounting String: 524830-47220-7200400000- FM04713100600

DATE: July 9, 2014

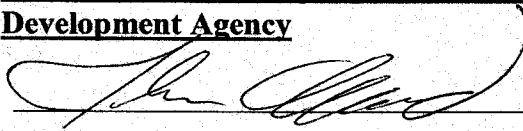
AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: _____



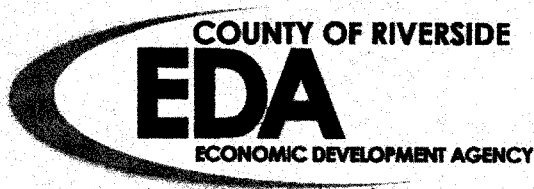
PRESENTED BY: Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



NOTICE OF EXEMPTION

July 9, 2014

Project Name: County of Riverside, Lamb Canyon Landfill Lease Agreement

Project Number: FM04713100600

Project Location: 16411 Lamb Canyon Road, Beaumont, CA; Assessor Parcel Number: 421-220-025
Latitude: 33° 53' 2.06", Longitude: -116° 59' 16.85"

Description of Project: In 1998, the County of Riverside 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.

The project does not involve any changes to land use, the existing structure, or to the environment. The renewed site license will not alter or increase any continuing activities or uses of the site and no direct or indirect physical environmental impacts are anticipated with the operation of the site beyond occasional maintenance activities.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1 – Existing Facilities; General Rule Exemption Section 15061.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The renewal of the site lease agreement for radio communications is not anticipated to result in any significant physical environmental impacts.

JUL 29 2014 3-23

- Section 15301 – Class 1 Existing Facilities Exemption. The project as proposed is the re-letting of property and serves the communication needs of governmental and private communication entities. The lease for the existing public structure has been ongoing since 1998. Neither the lease renewal nor changes to the language of the lease will expand the ongoing use of the site as a communication facility. No substantial construction impacts are anticipated and the site will operate as is.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The lease to an already existing communications facility will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 7/09/14

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

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

SECOND AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT (this "Second Amendment") is dated as of February 28th, 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 10th 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 38th 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: Jeff Stone
Name: Jeff Stone
Title: Chairman of the Board of Supervisors
Date: JUL 29 2014

APPROVED AS TO FORM:
Pamela Walls, County Counsel

By: Patricia Monroe
Printed Name: Patricia Monroe
Title: DEPUTY COUNTY COUNSEL

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

By: Heather Gastelum
Name: Heather Gastelum
Title: Sr. Manager, Engineering, Tower Operations
Date: 2/28/14

ATTEST:
KECIA HARPER-IHEM, Clerk
BY: [Signature]
DEPUTY

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, _____

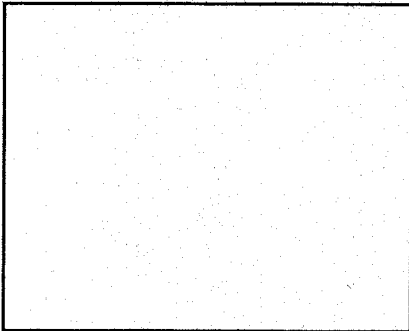
who proved to me the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to me within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person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

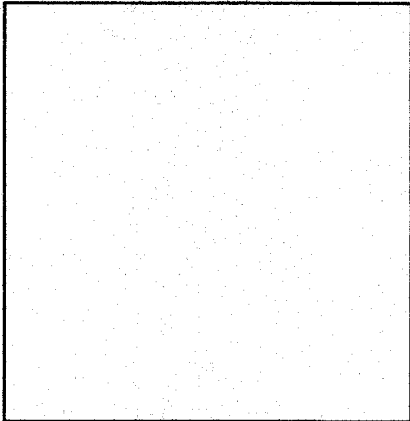
STATE OF WASHINGTON)

) 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 _____