

**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 (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

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: January 6, 2015
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: 2/2

Agenda Number:

3-16

FORM APPROVED COUNTY COUNSEL
7/7/14
DATE
BY: PATRICIA MUNROE

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: 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



Original Negative Declaration/Notice of
Determination was mailed to County
Clerks for posting on.
1/7/15 Date
KBO Initial

NOTICE OF EXEMPTION

July 9, 2014

Project Name: County of Riverside, El Cerrito Sports Park, First Amendment with CCTMO LLC

Project Number: FM0473166002600

Project Location: 7500 El Cerrito Road, Corona, California. Assessor Parcel Number 277-210-009
Latitude: 33° 49' 59.69" N, Longitude: -117° 31' 46.45" W. (See attached exhibit).

Description of Project: In 2010, the County of Riverside entered into a Communications Site Lease Agreement with T-Mobile West Corporation, a Delaware 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 successor in interest is T-Mobile West Tower, LLC, a Delaware limited liability corporation. The real property, together with access and utility easements, is located at El Cerrito Sports Park. The current lease expires on July 7, 2015. The First Amendment to Lease is entered into by and between the County of Riverside and T-Mobile West Tower, LLC, by and through its attorney-in-fact, CCTMO, LLC, a Delaware limited liability company. The amendment to the lease provides options to extend the term for future consecutive terms of five years each and contains a provision to enable CCTMO, LLC to expand the leasehold area in order to sublease to Verizon Wireless for the development of a secondary pad site along with utilization of the existing T-Mobile Tower structure. Only minimal construction impacts would occur if Verizon follows through with the sublease and gets zoning approval and permits through the City of Corona, in which case they would go through their own subsequent CEQA process. Once operational, no additional direct or indirect physical environmental impacts are anticipated with the operation of the site beyond occasional maintenance activities. The expanded lease area is in an already developed park with existing tower structures. No unique biological habitat would be impacted and, given the existing towers and light standards, no visual or aesthetic impacts would occur. Any construction for the inclusion of additional telecommunication equipment at the site would be minimal.

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; Section 15303, Class 3; 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

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Parking
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Real Property
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Workforce Development

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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 amendment to the lease for an existing wireless facility and the minimal expansion of the leased premises and the construction of a secondary pad site is not anticipated to result in any significant physical environmental impacts.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the lease and minor physical improvement of an existing telecommunications facility. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. The site is located in an already developed park with existing telecommunications towers and equipment cabinets. Therefore, the project meets the scope and intent of the Class 1 Exemption.
- 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 and minor improvements to an already existing telecommunications 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. Only minimal service calls would be required at the facility. Construction activities will be limited and once operational, no impacts are anticipated. As stated, the site is located in an already developed park with existing telecommunications towers and equipment cabinets. No unique biological habitat would be impacted and, given the existing towers and light standards, no visual or aesthetic impacts would occur. 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

El Cerrito Sports Park Lease



Selected parcel(s):
277-210-009

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Tue Jul 01 16:31:07 2014

Version 131127



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 # FM0473166002600**
El Cerrito Sports Park, First Amendment with CCTMO LLC
Assessor Parcel Number 277-210-009

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: El Cerrito Sports Park, First Amendment with CCTMO LLC

Accounting String: 524830-47220-7200400000- FM0473166002600

DATE: July 9, 2014

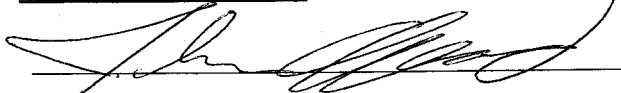
AGENCY: Riverside County Economic Development Agency

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) -

1 **FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

2 El Cerrito Sports Park,
3 7500 El Cerrito Road, Corona, California
4

5 This FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE
6 AGREEMENT (the "First Amendment") is entered into this 16th day of
7 January, 2015, by and between the COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California, ("Lessor") and T-MOBILE WEST TOWER LLC, a
9 Delaware limited liability company, by and through CCTMO LLC, a Delaware limited
10 liability company, its attorney in fact ("Lessee") .

11
12 **RECITALS**
13

14 WHEREAS, Lessor and T-Mobile West Corporation ("Original Lessee") entered
15 into a Communications Site Lease Agreement dated June 8, 2010 (the "Lease")
16 whereby Original Lessee leased certain real property, together with access and utility
17 easements, legally described in Exhibit "A" to the Lease commonly known as 7500 El
18 Cerrito Road, Corona, CA 92881, located at El Cerrito Sports Park, as more particularly
19 described in the Lease (the "Premises"), all located within certain real property owned
20 by Lessor ("Lessor's Property"); and

21 WHEREAS, T-MOBILE WEST TOWER LLC is currently the Lessee under the
22 Lease as successor in interest to the Original Lessee; and

23 WHEREAS, T-MOBILE WEST TOWER LLC has granted CCTMO LLC a Limited
24 Power of Attorney to execute certain documents, including this First Amendment; and

25 WHEREAS, the Premises may be used for the purpose of constructing,
26 maintaining and operating a communications facility, including tower structures,
27 equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related
28 improvements and structures and uses incidental thereto; and

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 10th day of January, 2015.

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: Marion Ashley
16 Marion Ashley, Chairman
17 Board of Supervisors

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

18 By: W. H. Hest
19 Print Name: WILLIAM HEST
20 Title: DISTRICT MANAGER

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

23 By: Patricia Munroe
24 Patricia Munroe
25 Deputy County Counsel

26 ATTEST:
27 KECIA HARPER-IHEM, Clerk
28 By: Kecia Harper-Ihem
DEPUTY

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;

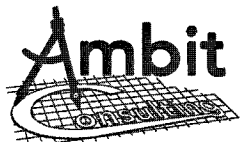
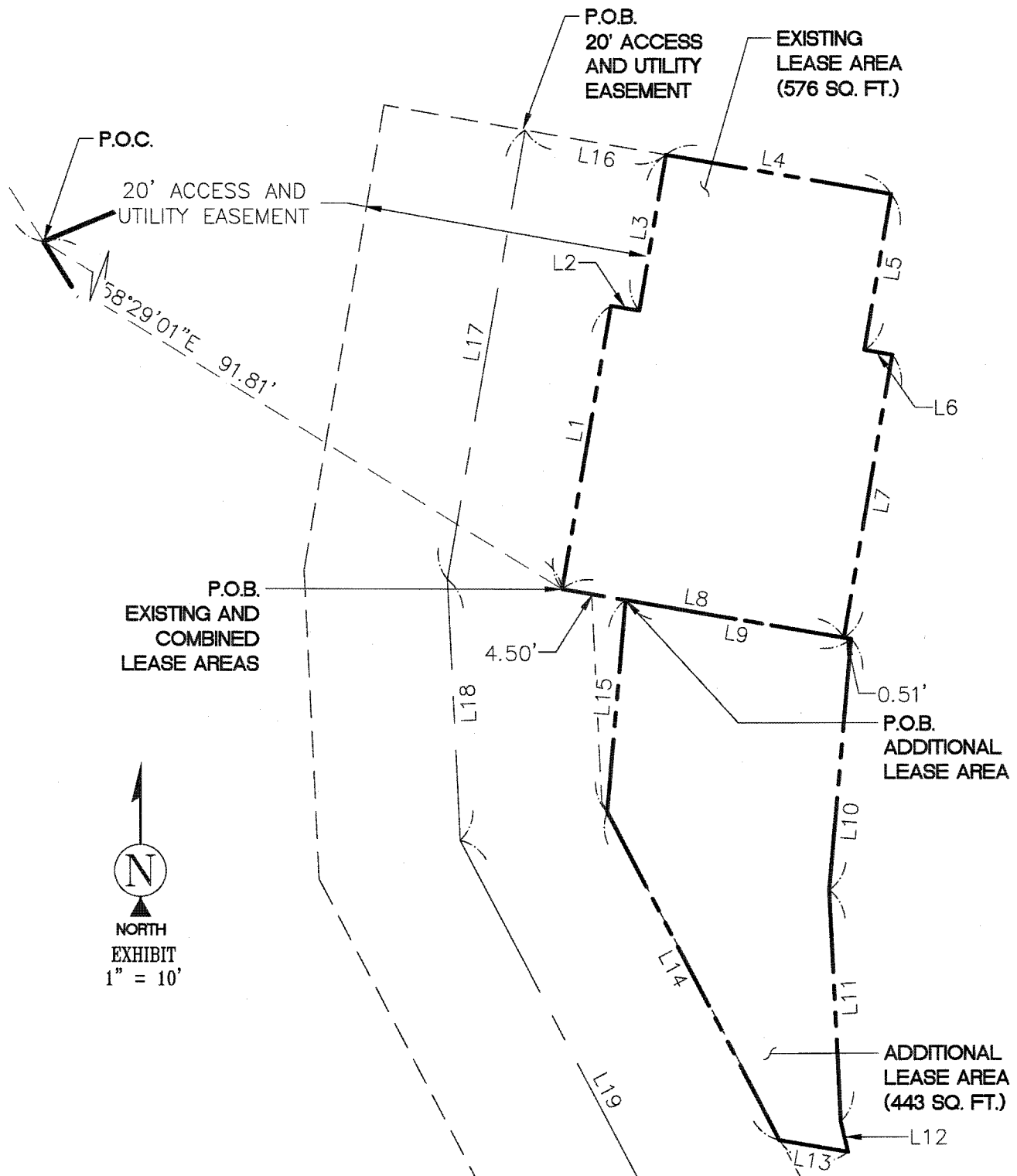
THENCE SOUTH 58°29'01" EAST, A DISTANCE OF 91.81 FEET TO THE POINT OF BEGINNING;

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

EXHIBIT D-1

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Riverside County Wireless Facility Application Form

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

APPLICANT INFORMATION

Applicant (Carrier): Los Angeles SMSA d/b/a Verizon Wireless Applicant Site Name: Crown 824641 T-Mobile IE24030C Verizon Wiskey Creek Applicant Site Number: N/A Proposed Installation Date: 12/01/2014 Proposed ON AIR Date: 1/15/2015 Applicant Entity Name on Lease Agreement: Los Angeles SMSA d/b/a Verizon Wireless Notice Address for Lease: 180 Washington Valley Road Bedminster, NJ 07921 Billing Address: _____	Primary Contact Name: Veronica Arvizu Company Name: Smartlink LLC Primary Contact Number: 858-602-6380 Primary Contact Fax: N/A Primary Contact Address: 29970 Technology Drive Suite #219 Murrieta, CA 92563 Primary Contact Email: Veronica.arvizu@smartlinkllc.com
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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)	72.7X11.9X7.1	72.7X11.9X7.1	72.7X11.9X7.1	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'		

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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				

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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' 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 VISIBILITY 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.