

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



ITEM: 3.14
(ID # 11907)

MEETING DATE:
Tuesday, May 19, 2020


FROM: FACILITIES MANAGEMENT:


SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): First Amendment to Communications Site Lease Agreement - Lamb Canyon Landfill – New Cingular Wireless PCS, LLC, District 5, CEQA Exempt [\$0](Direct Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) Common Sense Exemption;
2. Approve the attached First Amendment to Communication Site Lease Agreement with New Cingular Wireless PCS, LLC and authorize the Chairman of the Board to execute the document on behalf of the County;

ACTION: Policy


Rose Salgado, Director of Facilities Management 3/5/2020

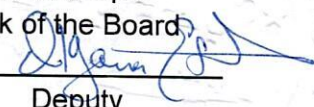

Andrew Cortez 4/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 19, 2020
xc: FM

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

Premises Location: 16411 Lamb Canyon Road
Beaumont, CA 92223

Term: July 5, 2017 – July 4, 2022

Options: Two (2) additional
Five (5) year options

Square Feet: 747 square feet

Rent: \$2,800.00 (Starting July 5, 2022)

Utilities/ Maintenance: Provided by Lessee

Escalator: 3% annually (upon exercise of first option
period or July 5, 2022)

The First Amendment has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3) and Section 15301 Class 1, Existing Facility, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

The attached First Amendment has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The rent derived from this lease is directed to Riverside County Information Technology to help fund and pay for public safety communications which will benefit both businesses and residents alike.

SUPPLEMENTAL:
Additional Fiscal Information

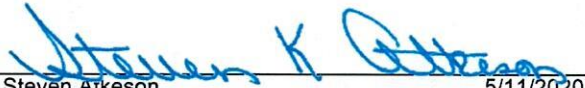
AT&T has agreed to pay the County a one-time fee of five thousand dollars (\$5,000) to offset the administrative costs for processing this transaction.

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

Attachments:

- First Amendment to Communications Site Lease Agreement
- CEQA Notice of Exemption
- Aerial Image
- Memorandum of Lease AATF

JR:ar/042020


Steven Atkeson 5/11/2020


Gregory J. Priamos, Director County Counsel 5/7/2020



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

5-26-2020

Date

DS

Initial

NOTICE OF EXEMPTION

February 6, 2020

Project Name: County of Riverside, Economic Development Agency (EDA) First Amendment to Communications Site Lease, Lamb Canyon Landfill

Project Number: FM0473131001000

Project Location: 16411 Lamb Canyon Road; west of Highway 79; Beaumont, California 92223; Assessor's Parcel Numbers (APNs) 421-220-014, 421-220-023, 421-220-024, 424-220-025, 421-230-009
(See Attached Exhibit)

Description of Project: The County of Riverside (County) has an existing Communications Site Lease with New Cingular Wireless PCS, a Delaware limited liability company doing business as AT&T Wireless dated July 3, 2012 (Lease) that entitles AT&T to maintain a communication facility (including a lattice tower structure) in small area flanking the Lamb Canyon Landfill area of operations. The small area consists of 747 square feet and accommodates the tower, antennas, and shelter, and a non-exclusive portion for all applicable easements for antenna lines and utilities. The existing lease term expires July 4, 2022. AT&T recently approached the County with a request to extend the term with two additional five-year options. The First Amendment to include two additional five-year options to extend the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The use of the site under the First Amendment would occur in the same manner as with the existing use. The operation of the facility will continue to provide communications services and will not result in a change or a substantial expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

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 and New Cingular Wireless PCS, a Delaware limited liability company doing business as AT&T Wireless

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

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Reasons Why Project is Exempt: The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the First Amendment to the Communications Site Lease, which includes the addition of two five-year options to extend the Lease Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical 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 limited to the amendment of a Communications Site Lease that includes the addition of two five-year options to extend the Lease Agreement and is limited to an administrative contractual process. The use of the site would continue in the same manner as under the current lease and would not necessitate additional infrastructure or public services to serve the site; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed First Amendment to the Communication Site Lease will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. The project, as proposed, is limited to the amendment of a Communications Site Lease that includes the addition of two five-year options to extend the Lease Agreement and is limited to an administrative contractual process. No impacts beyond the ongoing, existing use of the site 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: 2/6/20

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Lamb Canyon Landfill First Amendment to Communications Site Lease

Accounting String: 524830-47220-7200400000- FM0473131001000

DATE: February 6, 2020

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: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: February 6, 2020

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0473131001000**
First Amendment to Communication Site Lease, Lamb Canyon Landfill

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: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

Cell Site No. RS0034A
Cell Site Name: LAMB CANYON LANDFILL
Fixed Asset No. 10068761
Market: LOS ANGELES
Address: 16411 Lamb Canyon Road, Beaumont, CA 92223

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("**First Amendment**") dated as of the later date below (the "**Effective Date**") is by and between County of Riverside, a political subdivision of the State of California, having a mailing address at 3403 10th Street, Suite 400, Riverside, CA 92501 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee entered into a Communications Site Lease Agreement dated July 5, 2012 (the "**Lease**"), whereby Lessor leased to Lessee those certain Premises, therein described, that are a portion of the Property located at 16411 Lamb Canyon Road, Beaumont, CA 92223; and

WHEREAS, Lessor and Lessee desire to extend the Term of the Lease; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify scope of Lessee's permitted use of the Premises; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** Section 3 of the Lease is amended as follows: The Term of the Lease shall be extended to provide that the Lease has a new Renewal Term of five (5) years ("**New Renewal Term**") commencing on July 5, 2022. The Lease will automatically renew, commencing on the expiration of the New Renewal Term, for up to two (2) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered a Renewal Term under the Lease), upon the same terms and conditions of the Lease, as amended herein, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Renewal Term or the then current Additional Renewal Term. The New Renewal Term and the Additional Renewal Term are collectively referred to as the Term ("**Term**"). Lessor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Lease as permitted prior to the New Renewal Term.

Cell Site No. RS0034A
Cell Site Name: LAMB CANYON LANDFILL
Fixed Asset No. 10068761
Market: LOS ANGELES
Address: 16411 Lamb Canyon Road, Beaumont, CA 92223

2. **Rent.** Section 4 of the Lease shall be amended as follows:

- a. Commencing on July 5, 2022, the current Rent payable under the Lease shall be Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) per month and shall continue during the Term, subject to adjustment as provided herein.
- b. Beginning on July 5, 2023, and every anniversary date thereafter, the Rent shall be increased by three percent (3%) over the previous year's Rent.

3. **Administrative Fee.** In order to off-set Lessor's costs to process this First Amendment, Lessee hereby agrees to pay to Lessor a one-time, non-refundable amount ("**Administrative Fee**") of Five Thousand and No/100 Dollars (\$5,000.00). The Administrative Fee is due within forty-five (45) days of the Effective Date.

4. **Relocation of Space.** During the Term of the Lease, Lessor shall reserve the right to necessitate the relocation of the communication site facility. Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the Site Equipment. Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk, provided that that Lessor has given Lessee with no less than three hundred and sixty (360) days prior written notice. In the event that Lessee and Lessor cannot agree on an alternative location for the Site Equipment on the Property after using best efforts, either party may terminate the Lease, the effective termination date being one hundred eighty (180) days after expiration of the three hundred and sixty (360) day notice period referenced above and such termination shall be Lessee's sole remedy. If the parties hereto agree on an acceptable alternate location for the Site Equipment, Lessor and Lessee agree to use their best efforts to accomplish the relocation in a manner that does not interrupt Lessee's services provided from the Property and to thereafter amend the Lease to document the new, alternate Site Equipment location ("**Relocation Premises**"), and from and after the date Lessee begins installation of its Site Equipment at the Relocation Premises, such new location shall be deemed the Premises (or part thereof, as applicable) herein. Lessor's right to relocate Lessee shall be limited to a single relocation during the Term of the Lease, at Lessee's expense. During the period of time Lessee is relocating its Site Equipment to the Relocation Premises, Lessee shall have the right to place a temporary cell site on wheels ("**COW**") on the Property at a mutually acceptable location so that Lessee can continue to provide communications service from such location.

5. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 18 of the Lease is hereby deleted in its entirety and replaced with the following:

Cell Site No. RS0034A
Cell Site Name: LAMB CANYON LANDFILL
Fixed Asset No. 10068761
Market: LOS ANGELES
Address: 16411 Lamb Canyon Road, Beaumont, CA 92223

NOTICES: All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: RS0034A; Cell Site Name: LAMB CANYON LANDFILL (CA)
Fixed Asset No.: 10068761
1025 Lenox Park Boulevard NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to either of the addresses above to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site No.: RS0034A; Cell Site Name: LAMB CANYON LANDFILL (CA)
Fixed Asset No.: 10068761
208 South Akard Street
Dallas, Texas, 75202-4206

As to Lessor:

County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92501

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

8. **Miscellaneous.** Time is of the essence in this First Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee.

9. **Effective Date.** This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the parties hereto.

Cell Site No. RS0034A
Cell Site Name: LAMB CANYON LANDFILL
Fixed Asset No. 10068761
Market: LOS ANGELES
Address: 16411 Lamb Canyon Road, Beaumont, CA 92223

10. Counterparts. This First Amendment may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. RS0034A
Cell Site Name: LAMB CANYON LANDFILL
Fixed Asset No. 10068761
Market: LOS ANGELES
Address: 16411 Lamb Canyon Road, Beaumont, CA 92223

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LESSOR:

County of Riverside,
a political subdivision of the State of California


By: 
V. Manuel Perez, Chairman
Board of Supervisors

Date: MAY 19 2020

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Name: Misty Snowden
Title: Area Manager
Date: 04-23-2020

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

By: 
Wesley W. Stanfield
Deputy County Counsel

Recording Requested By
& When Recorded Return To:

Black Dot Wireless
27271 Las Ramblas - Suite 300
Mission Viejo, CA 92691

APN: 421-220-014, 023-024-025 & 421-230-009

(Space Above This Line For Recorder's Use Only)

Re: Cell Site No.: RS0034A
Cell Site Name: LAMB CANYON LANDFILL
Fixed Asset Number: 10068761
State: California
County: Riverside

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 19th day of May, 2020, by and between County of Riverside, a political subdivision, having a mailing address at 3403 10th Street, Suite 500, Riverside, CA 92501 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Communications Site Lease dated July 5, 2012, as amended by a First Amendment to Communications Site Lease dated May 19, 2020 (hereinafter, collectively referred to as the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located at 16411 Lamb Canyon Road, Beaumont, CA 92223. All of the foregoing are set forth in the Lease.
2. The Lease Term initially commenced July 5, 2012 and the parties agree to further extend the Lease for a new initial lease term of five (5) years commencing on July 5, 2022, with two (2) successive five (5) year options to renew.

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3. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.


4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:


County of Riverside,
a political subdivision of the State of California

By: 
Name: V. MANUEL PEREZ
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: MAY 19 2020

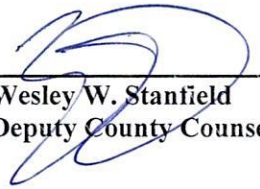
LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Name: Misty Snowden
Title: Area Manager
Date: 04-23-2020

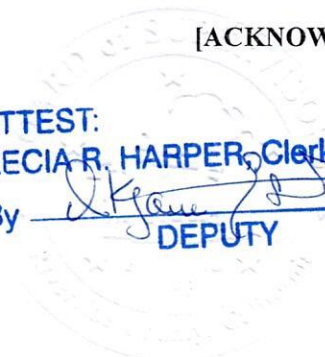
APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Wesley W. Stanfield
Deputy County Counsel

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

ATTEST:
KECIA R. HARPER, Clerk

By: 
DEPUTY



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

On May 19, 2020, before me, Oksana Estrada, Board Assistant, personally appeared V. Manuel Perez, Chairman of the Board of Supervisors, 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 authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

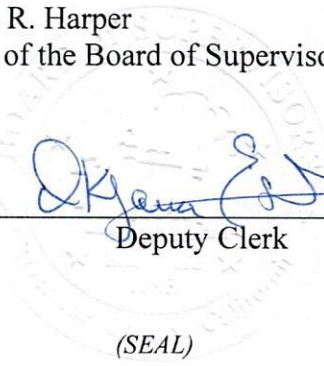
I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia R. Harper
Clerk of the Board of Supervisors

By: 

Deputy Clerk



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On April 23-2020 before me, Joyce Story - Notary Public
(insert name and title of the officer)

personally appeared Misty Snowden,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joyce Story

(Seal)

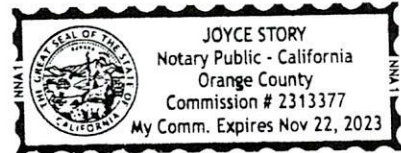


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, 20____, by and between County of Riverside, a political subdivision, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are a portion of the Property located at 16411 Lamb Canyon Road, Beaumont, CA 92223 and legally described and/or depicted as follows:

10.69 ACRES M/L IN POR NW 1/4 OF SEC 28 T3S R1W

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE EAST ON-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 WEST, EXCEPT THEREFROM THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, LYING NORTHERLY OF THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF LAMB CANYON ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 2, 1956, IN BOOK 1905, PAGE 303 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER;

THENCE NORTH 06°30'13" EAST, ALONG THE CENTERLINE OF SAID LAMB CANYON ROAD 357.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 85°29'47" WEST, 1277.7 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION;

THENCE NORTH ALONG SAID WEST LINE 16037 FEET;

THENCE SOUTH 85°29'47" EAST, 1299 FEET, MORE OR LESS, TO THE CENTERLINE OF SAID LAMB CANYON ROAD;

THENCE SOUTH 06°30'13" WEST, ALONG THE CENTERLINE OF SAID LAMB CANYON ROAD 160.22 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO, EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF LAMB CANYON ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 2, 1958 IN BOOK 1905, PAGE 303, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION BY DEEDS RECORDED APRIL 28, 1994 ASA INSTRUMENT NO 178602, 178604 AND 178605, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.