

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.2  
(ID # 19620)

**MEETING DATE:**  
Tuesday, September 20, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Anza Basin Lease Amendment Number Three and Memorandum of Lease to District-Owned Real Property, Portion of Assessor's Parcel Number 191-260-014, Project No. 1-0-00150, CEQA Exempt, District 1. [\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301 "Existing Facilities" exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the Lease Amendment Number Three and Memorandum of Lease between the Riverside County Flood Control and Water Conservation District ("District") and SBA Steel, LLC, a Florida limited liability company ("Lessee"), and authorize the Chair of the District's Board of Supervisors ("Board") to execute the same on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) executed Lease Amendments Number Three to the District.

**ACTION:Policy**

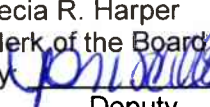
  
Edwin Quinonez 9/8/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: September 20, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By   
Deputy



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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Contract Revenue			<b>Budget Adjustment:</b> No	
			For Fiscal Year: 22/23	

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

**BACKGROUND:**

**Summary**

On July 29, 2003, the Board approved the Lease ("Original Lease") between Sprint PCS, LLC ("Lessee") and the Riverside County Flood Control and Water Conservation District ("District") for commercial mobile radio services and personal communication service equipment, and ground space for one (1) sixty-foot (60') high "monopine" for antenna(s) and space as may be reasonably required by Lessee, which are situated on District's parcel known as APN 191-260-014.

On September 23, 2008, TowerCo Assets, LLC became the assignee and successor-in-interest to Sprint PCS, LLC and on October 1, 2012, TowerCo Assets, LLC changed its name to SBA 2012 TC Assets, LLC. The Original Lease was for a term of ten (10) years commencing upon completion of the improvements upon the property, which occurred on January 1, 2004.

On January 14, 2014, the Original Lease was extended for an additional ten (10) years terminating January 1, 2024. Subsequently, on May 20, 2014, the Original Lease was amended a second time to acknowledge the ultimate assignment between SBA 2012 TC Assets, LLC and SBA Steel, LLC recognizing SBA Steel, LLC, a Florida limited liability company as the Lessee of the Lease; all other terms and conditions remain the same. The parties recorded the Memorandum of Lease in the Office of the Recorder to provide constructive notice of the extended lease term.

The subject Amendment Number Three is for an additional ten (10) years and will terminate on January 1, 2034. Lessee shall pay \$48,619.70 annually, plus an annual increase of 4%, with the first payment beginning October 1, 2022. Lessee shall also pay a one-time up-front preparation fee of \$3,557.26 to the District for Board approval fees for this Amendment Number Three. Upon approval of the Lease Amendment Number Three the parties intend to record the attached Memorandum of Lease in the Office of the Recorder to provide constructive notice of the extended lease term.

Pursuant to the California Environmental Quality Act (CEQA), the Lease Amendment Number Three was reviewed and determined to be categorically exempt from CEQA under the State CEQA Guidelines section 15301, Class 1 – "Existing Facilities" exemption, and section



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15061(b)(3), "Common Sense" exemption. The proposed Lease Amendment Number Three involves existing facilities, and no expansion of an existing use will occur.

The attached Lease Amendment Number Three and Memorandum of Lease have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

Continued communications via cell tower to the private citizens of Riverside County.

**Contract History and Price Reasonableness**

This contract has been in place since July 29, 2003.

**ATTACHMENTS:**

1. Lease Amendment Number Three
2. Memorandum of Lease
3. Vicinity Map

MH:amh  
P8/244435



Jason Farin, Principal Management Analyst

9/12/2022



Aaron Gettis, Deputy County Counsel

9/8/2022



**THIRD AMENDMENT NUMBER THREE**  
**SBA STEEL, LLC, a Florida limited liability company**  
**Don Lorenzi Sports Complex; 4230 Jackson Street, Riverside, California**  
**A portion of APN 191-260-014 aka Anza Basin**

This Lease Amendment Number Three ("Amendment No. 3") is entered into this 1st day of July, 2022 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), with a mailing address of 1995 Market Street, Riverside, CA 92501, and SBA STEEL LLC, a Florida limited liability company ("LESSEE"), with a mailing address of 8051 Congress Avenue, Boca Raton, FL 33487 sometimes together referred to as the "Parties".

**RECITALS**

A. DISTRICT and LESSEE entered into that certain Lease dated July 29, 2003, originally by and between DISTRICT and Sprint PCS Assets, L.L.C., a Delaware limited liability company, as evidenced by that certain Memorandum of Agreement dated July 29, 2003, and recorded August 28, 2003, as Document No. 2003-664207 and ultimately assigned to LESSEE, as evidenced by that certain Memorandum of Assignment dated April 18, 2013, and recorded May 9, 2014 as Document No. 2014-0169684 both recordings in the Official Records of Riverside County, California, as amended and assignment from time-to-time (hereinafter referred to collectively, as "Lease") pursuant to which DISTRICT agreed to lease to LESSEE and LESSEE agreed to lease from DISTRICT approximately five hundred fifty-one (551) square feet in an area for commercial mobile radio services and personal communication services equipment, which includes ground space for (1) sixty-foot (60') high "monopine" for antenna(s) and space as may be reasonably required by LESSEE to establish connections to and/or between LESSEE's equipment and antenna installation, all of which are situated at District owned property (hereinafter referred to as "Parent Parcel") near the west line of the intersection of California Avenue and Jackson Street in the city of Riverside, California, also known as Assessor's Parcel Number 191-260-014 ("Leased Premises") more particularly described in Exhibit "A" attached hereto and by this reference made a part of this Lease.

B. The Original Lease has been amended by:







i. That certain Lease Amendment Number One dated January 14, 2014 between DISTRICT and Lessee ("Amendment No. 1"), which amended the Lease to extend the term period.

ii. That certain Lease Amendment Number Two dated May 20, 2014 between DISTRICT and Lessee ("Amendment No. 2") which amended the Lease to extend the term period and acknowledge the assignment between SBA 2012 TC ASSETS, LLC and SBA STEEL, LLC, recognizing SBA STEEL, LLC, a Florida limited company, as the Lessee of the Original Lease.

C. The Original lease, as heretofore, currently, or hereafter amended and assigned, shall hereafter be referred to as the "Lease"

D. The District and Lessee desire to further amend the Lease to extend the lease term ten (10) years and modify the rent.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. TERM.

Subsection (a) of Section 4 of the Lease is hereby amended to include the following:

"Section 4 (a). The term of this Lease shall be extended for a period of ten (10) years ("Extension Term") commencing January 2, 2024, and terminating on January 1, 2034."

2. RENT.

(a) Subsection (a) of Section 6 of the Original Lease is hereby amended to include the following:

"Section 6 (a). LESSEE's current annual rental payment is Forty-Eight Thousand Six Hundred Nineteen and 70/100 Dollars (\$48,619.70) for the Leased Premises (hereinafter referred to as "Rent"), payable each year in full, in advance.

(b) Subsection (b) of Section 6 of the Original Lease is hereby amended to include the following:

"Section 6 (b). LESSEE shall pay a one (1) time, up-front preparation fee of Three Thousand Five Hundred Fifty-Seven and No/100 Dollars (\$3,557.26) to DISTRICT for Board Fees for this Amendment No. 3."



(c) Subsection (d) of Section 6 of the Original Lease is hereby amended to include the following:

“Section 6 (d). The Rent shall increase on October 1, 2022, by an amount equal to four percent (4%) of the then-current rent.”

3. CAPITALIZED TERMS: AMENDMENT NO. 3 TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Amendment No.3 shall prevail over any inconsistency or conflicting provision of the Lease as heretofore amended and shall supplement the remaining provision thereof.

4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment No. 3 and the Lease and each and all 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 provision of this Amendment No. 3 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 DISTRICT or LESSEE. Neither this Amendment No. 3, the Lease, nor any notice or memorandum regarding the terms hereof shall be recorded by LESSEE.

5. EFFECTIVE DATE. This Amendment No. 3 to Lease has been approved and shall be executed by the Chair of the Board of Supervisors for the DISTRICT.

[Signatures on Following Page]





IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date indicated on Page 1.

**DISTRICT:**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic

By: Karen S. Spiegel  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

**RECOMMENDED FOR APPROVAL**

for Edwin Quinonez  
By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

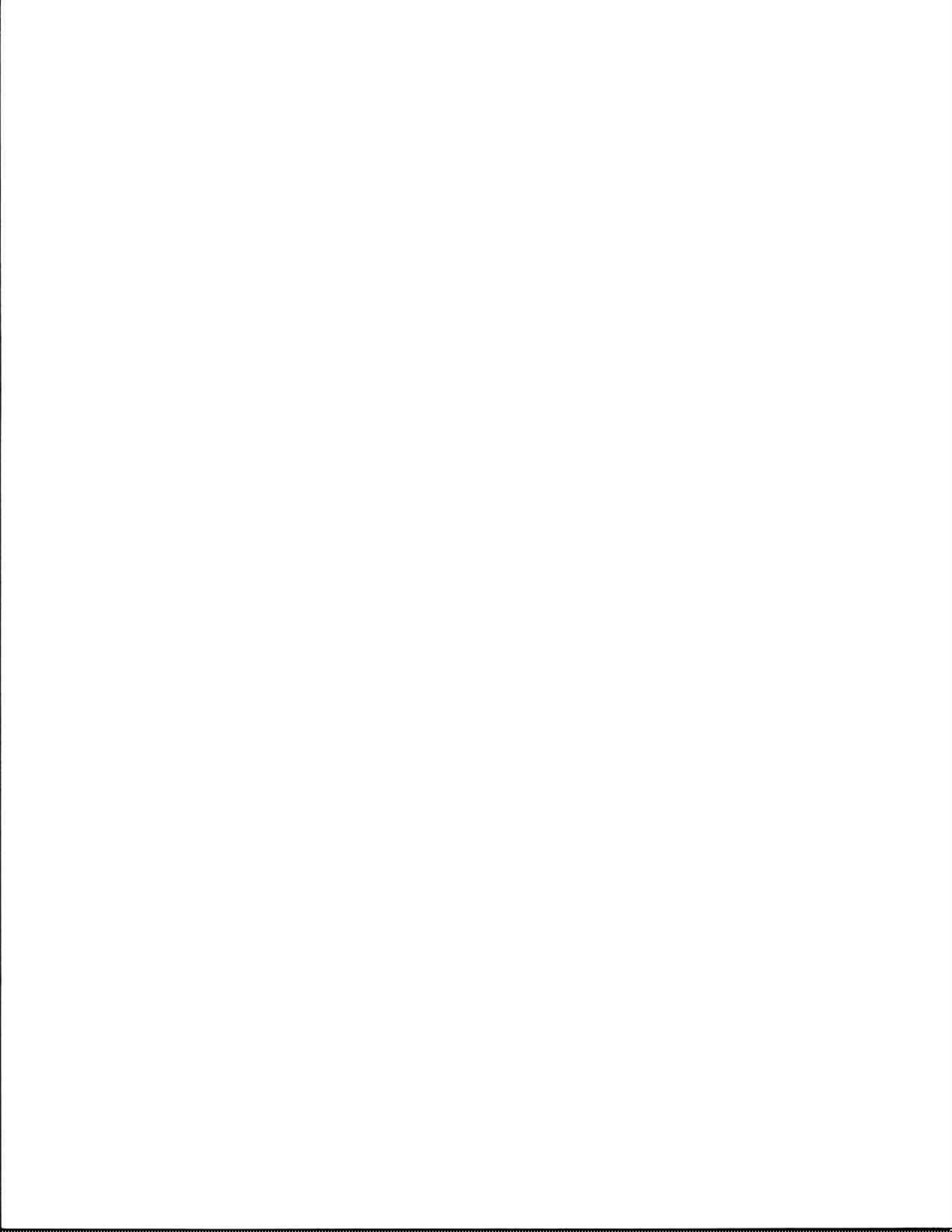
**ATTEST:**

KECIA R. HARPER  
Clerk of the Board

By: Michelle Kasir  
Deputy

**APPROVED AS TO FORM:**  
County Counsel

By: Ryan Yabko  
RYAN YABKO  
Deputy County Counsel



WITNESSES:

LESSEE:

[Signature]  
Print Name: Brett Rigby

SBA STEEL, LLC, a Florida limited liability company

[Signature]  
Print Name: Ashley Carrillo

By: [Signature]  
Martin Aljovin  
Vice President, Asset Optimization

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of July, 2022 by Martin Aljovin, Vice President, Asset Optimization of SBA Steel, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

[Signature]  
Notary Public  
Print Name: Brett Rigby  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



[Handwritten mark]





**EXHIBIT "A"****LEGAL DESCRIPTION****A PORTION OF THE FOLLOWING:****Legal Description**

Lot 16 in block 9 of lands of Riverside land and irrigation Company, in the City of Riverside, County of Riverside, State of California, as per map recorded in book 1, page 70, of maps, in the Office of the County Recorder of said county.

Excepting from said lot 16 that portion described as follows:

Beginning at the most easterly corner of said lot 16; thence southwesterly along the southeasterly line of said lot 16, 154 feet; thence northwesterly and parallel with northeasterly line of said lot 16, 154 feet; thence northwesterly and parallel with the northeasterly line of said lot 16, 154 feet to a point on the northeasterly line of said lot 16; thence southeasterly along the northeasterly line of said lot 16, 154 feet to the point of beginning.

Also excepting that portion thereof conveyed to the City of Riverside, a municipal corporation, by deed recorded May 14, 1976 as instrument no. 67297, official records.

**Assessor's Parcel No.:**

191-280-014



Prepared by: Catherine Hutchison  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Ph: 1-800-487-7483 ext. 7795

**MEMORANDUM TO LEASE AMENDMENT NUMBER THREE**

THIS MEMORANDUM TO LEASE AMENDMENT NUMBER THREE ("Memorandum to Amendment No. 3") is made this 1st day of July, 20  , by and between **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, having an address of 1995 Market Street, Riverside, California 92501 ("District") and **SBA STEEL LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, District and Lessee entered into that certain Third Amendment to Lease dated \_\_\_\_\_, 20  , ("herein Third Amendment") whereby, District shall continue to lease to Lessee the land described in **Exhibit "A"** attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease; and

WHEREAS, District and Lessee entered into that certain Lease Amendment Number One dated January 14, 2014, between District and Lessee ("Amendment No. 1") amended the Lease to extend the term period; and

WHEREAS, District and Lessee entered into that certain Lease Amendment Number Two dated May 20, 2014, between District and Lessee ("Amendment No. 2") amended the Lease to acknowledge the Ultimate Assignment between SBA 2012 TC ASSETS LLC and SBA STEEL LLC recognizing SBA STEEL LLC, a Florida limited company as the Lessee of the Lease; and

WHEREAS, District and Lessee desire to enter into this Memorandum to give notice of said Memorandum to Amendment No. 3 and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

Site Name: Don Lorenzo Park  
Site No: CA45910-A



*gt*

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NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Amendment No. 3, District and Lessee do hereby covenant, promise and agree as follows:

1. The Amendment No. 3 provides in part that District leases to Lessee a portion of the real property located at 4230 Jackson Street, Riverside, CA 92503, consisting of approximately 551 square feet ("Leased Premises") within the property of or under the control of District which is legally described in **Exhibit "A"** attached hereto and made a part hereof.
2. Lessee shall lease the Leased Premises from District, together with all easements for ingress, egress and utilities as more particularly described in the Amendment No. 3, all upon the terms and conditions more particularly set forth in the Amendment No. 3 for an additional term of ten (10) years, commencing on January 2, 2024.
3. The sole purpose of this instrument is to give notice of said Amendment No. 3 and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Third Amendment contains certain other rights and obligations in favor of District and Lessee which are more fully set forth therein.
4. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Third Amendment shall run with the land described in **Exhibit "A"**.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES FOLLOW.

Site Name: Don Lorenzo Park  
Site No: CA45910-A



9/8



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

**DISTRICT:**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic

By: Karen S. Spiegel  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

**RECOMMENDED FOR APPROVAL**

By: for Edwin Quinsong  
JASON E. UHLEY  
General Manager-Chief Engineer

**ATTEST:**

KECIA R. HARPER  
Clerk of the Board

By: Yvonne Rast  
Deputy

**APPROVED AS TO FORM:**

By: [Signature]  
RYAN YABKO  
Deputy County Counsel



*94*





**WITNESSES:**

**LESSEE:**

**SBA STEEL LLC, a Florida limited liability company**

[Signature]  
Print Name Brett Rigby

By: [Signature]  
Martin Aljovin  
Vice President – Asset Optimization

[Signature]  
Print Name Ashley Carrillo

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 1 day of July, 2022 by Martin Aljovin, Vice President – Asset Optimization of SBA Steel LLC, a Florida limited liability company on behalf of the company, who is personally known to me and did not take an oath.

[Signature]  
Notary Public  
Print Name: Brett Rigby  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



Brett J. Rigby  
Comm. #HH017994  
Expires: July 15, 2024  
Bonded Thru Aaron Notary





**EXHIBIT "A"**  
**Legal Description**

The Leased Premises shall consist of approximately 551 square feet ground space along with easement rights for access to the Leased Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Parent Parcel in the approximate locations as depicted below:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PORTION OF THE FOLLOWING:

**Legal Description**

**Lot 16 in block 9 of lands of Riverside land and irrigation Company, in the City of Riverside, County of Riverside, State of California, as per map recorded in book 1, page 70, of maps, in the Office of the County Recorder of said county.**

**Excepting from said lot 16 that portion described as follows:**

**Beginning at the most easterly corner of said lot 16; thence southwesterly along the southeasterly line of said lot 16, 154 feet; thence northwesterly and parallel with northeasterly line of said lot 16, 154 feet; thence northwesterly and parallel with the northeasterly line of said lot 16, 154 feet to a point on the northeasterly line of said lot 16; thence southeasterly along the northeasterly line of said lot 16, 154 feet to the point of beginning.**

**Also excepting that portion thereof conveyed to the City of Riverside, a municipal corporation, by deed recorded May 14, 1976 as instrument no. 67297, official records.**

**Assessor's Parcel No.:**

**191-260-014**

Site Name: Don Lorenzo Park  
Site No: CA45910-A



*GA*



**IN WITNESS WHEREOF**, the parties have executed this Third Amendment as of the day and year first above written.

**DISTRICT:**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic

By: \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

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 \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_ personally appeared Karen Spiegel as Chair of Riverside County Flood Control and Water Conservation District 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 who 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

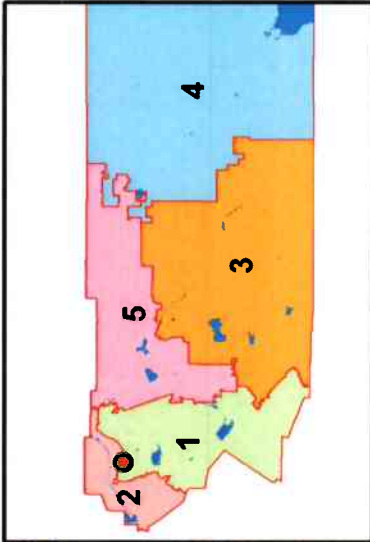
(NOTARY SEAL)



9A







- Legend**
- Cell Tower
  - ▭ Assessor Parcel
  - ▭ RCFC Parcel
  - Supervisorial District

**Description**

APN 191-260-014  
 RCFC Parcel #1150-13A



**Vicinity Map**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, CellTower



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 Lease Amendment - Anza Basin



