

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



ITEM: 3.18
(ID # 17977)

MEETING DATE:

Tuesday, May 23, 2023

FROM : FACILITIES MANAGEMENT:


SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the Telecommunications Lease Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, for the Lamb Canyon Landfill Communication Site, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061 (b)(3); District 5. [\$0] (Clerk to File Notice of Exemption)


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 Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

ACTION:Policy

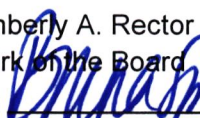

Rose Salgado, Director of Facilities Management 4/10/2023


Hans Kelnkamp, General Manager - Chief Engineer 4/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 23, 2023
xc: FM, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the attached Telecommunications Lease Agreement with Los Angeles SMSA Limited Partnership, dba Verizon Wireless, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete this transaction;
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within (5) working days of approval by the Board; and
5. Direct the Clerk of the Board to return two (2) copies of the Lease to Facilities Management.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: NA-Revenue Lease			Budget Adjustment:	No
			For Fiscal Year: 2022/23-	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 12, 2009, the Economic Development Agency approved a Communications Site Agreement (Agreement) with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, (Verizon) located at the Lamb Canyon Landfill in Beaumont (Property). The leased area measures approximately 800 square feet and is utilized as a telecommunications facility.

The previous Agreement expired on November 30, 2020, and Verizon is currently on a month-to-month term. Facilities Management (FM-RE) negotiated an updated Telecommunications Lease Agreement (Lease) with Verizon to (i) memorialize the modifications to Verizon's equipment, (ii) increase the Property to include additional fiber routes, (iii) replace certain equipment and application exhibits attached to the Lease and (iv) amend the amount and payment date of rent. The monthly payment shall stay the same as the current with the yearly escalation at four (4%) percent.

The Lease has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption and Section 15301, Class - 1 Existing Facility Exemption, 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.

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

A summary of the Lease is as follows:

Lessee: Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless

Premises Location: 16411 Lamb Canyon Road, Beaumont, California

Size: 800 square feet of ground space for Telecommunications Facility

Rent: Maintain four (4%) percent annual increase.

	Dec 2020- Nov 2021	Dec 2021 - Nov 2022	Dec 2022 - Nov 2023	Dec 2023 - Nov 2024	Dec 2024 – Nov 2025
per square foot	\$ 3.70	\$ 3.85	\$ 4.00	\$ 4.16	\$4.33
per month	\$ 2,960.48	\$ 3,078.90	\$ 3,202.06	\$ 3,330.14	\$3,464
per year	\$ 35,525.76	\$ 36,946.80	\$ 38,424.72	\$ 39,961.71	\$41,568

CURRENT

PROPOSED

Term: Month to Month

Five (5) years

Option to Extend: None

Four (4) options for Five (5) years each

Utilities: Lessee pays for electric

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

Impact on Residents and Businesses

This Lease will generate revenue that will serve to enhance public safety for the benefit of both residents and businesses within Riverside County.

Additional Fiscal Information

This is a revenue lease, and all funds will be dispersed according to Board Policy B-26.

Contract History and Price Reasonableness

This is a fifty-four (54) month extension to the current Lease and the lease rate is deemed competitive based upon the current real estate market.

ATTACHMENTS:

- Notice of Exemption

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


- Telecommunications Lease Agreement
- Aerial

SC:sc/08302022/BE011/30.XXX

Veronica Santillan
Veronica Santillan, Principal Management Analyst 5/16/2023

Aaron Gettis
Aaron Gettis, Deputy County Counsel 5/15/2023

County of Riverside
Facilities Management
3450 14th Street, Suite 200
Riverside, CA 92501

FOR COUNTY CLERK USE ONLY		
F I L E D / P O S T E D		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300561 05/24/2023 03:27 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

March 15, 2022

Project Name: Lamb Canyon Communications Site License Agreement with Verizon Wireless, Beaumont

Project Number: FM0473131001100

Project Location: 16411 Lamb Canyon Road; west of Highway 79; Beaumont, CA 92223 California Assessor's Parcel Number (APN) 421-220-025

Description of Project: On November 12, 2009, Riverside County approved a Communications Site Agreement (Agreement) with Los Angeles SMSA Limited Partnership (d/b/a Verizon Wireless) located at 16411 Lamb Canyon Road, Beaumont, Ca. The leased area consists of an area 25 feet x 32 feet (800 square feet) and is used to hold a radio communications facility.

The previous Agreement expired on November 30, 2020, and Verizon Wireless is currently on a month-to-month lease. The County of Riverside Facilities Management has negotiated a new Agreement with Verizon Wireless and desires to have a new Agreement approved to (i) memorialize the modifications to Verizon's equipment within the Premises, (ii) increase the Premises to include additional fiber routes, (iii) replace certain equipment and application exhibits and (iv) amend the amount and payment date of Rent. The new Lease Agreement is for a five-year term with four options to extend for five years each. The Lease Agreement with Verizon is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

MAY 23 2023 318

Telecommunications Lease Agreement
LESSOR: County of Riverside
LESSEE: Los Angeles SMSA Limited Partnership, dba Verizon Wireless
Lamb Canyon Landfill, Riverside County

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PREAMBLE

This Telecommunications Lease Agreement, hereinafter referred to as the "Agreement" shall be effective as of the ____ day of _____, 2023, by and between the COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Los Angeles SMSA Limited Partnership, a California limited partnership dba Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE."

It is hereby agreed as follows:

1. Recitals

a. WHEREAS, COUNTY is the owner of the real estate commonly known as 16411 Lamb Canyon Road, Beaumont, CA 92223, Assessor's Parcel Numbers: 424-170-001, 424-170-003 (collectively, the "Property") per Exhibit A, attached hereto and made a part hereof.

b. WHEREAS, the COUNTY and LESSEE are parties to that certain Communications Site Lease Agreement dated November 12, 2009 ("Existing Lease"), pursuant to which LESSEE leased certain ground space from COUNTY for the operation of a communications facility. The Existing Lease expired on November 30, 2020, with no extension terms; LESSEE is currently at the Property as a month -to -month tenant.

c. LESSEE also subleases antenna space on that certain antenna structure ("Tower") owned by PTI US Towers II, LLC pursuant to that certain Lease Supplement.

d. The COUNTY and LESSEE now hereby desire a new lease on the terms and conditions contained herein.

2. Premises

Subject to the following terms and conditions, COUNTY leases to LESSEE that portion of COUNTY's Property depicted and described in Exhibit B, attached hereto and made a part hereof, consisting of ground space measuring 25 ft. x 32 ft. (800 sq. ft.), including all applicable easements for ingress, egress, and utilities ("Premises").

3. Use

The Premises may be used by LESSEE for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of communications signals on various frequencies and the construction, maintenance and operation of related communications facilities. COUNTY agrees, at no expense to COUNTY, to cooperate with LESSEE, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for LESSEE's intended use of the Premises.

4. Term

a. The term of this Agreement ("Term") shall be fifty-four months commencing as of December 1, 2020 ("Commencement Date") and shall expire May 31, 2025.

b. LESSEE shall have the right to extend the Term of this Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The Renewal Terms shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for the Renewal Terms unless LESSEE notifies COUNTY in writing of LESSEE's intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Term or then-current Renewal Term.

5. Holding Over

Any holding over by LESSEE after the termination or expiration of this Agreement, without exercising an option to extend, shall constitute a month-to-month tenancy and shall be charged at a rate of the last approved rent, and all other terms and conditions of this Agreement shall remain in full force and effect.

6. Rent

a. Commencing on the first day of the month after this Agreement is fully executed ("Rent Commencement Date"), LESSEE shall pay COUNTY, as rent, the sum of Three Thousand Two Hundred Two Dollars and Six Cents (\$3,202.06) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to COUNTY at COUNTY's address specified in Paragraph 26 of this Agreement.

b. Beginning as of December 1, 2021, and on each anniversary thereafter, monthly Rent shall increase by four percent (4%) over the previous year's Rent.

c. COUNTY and LESSEE acknowledge that notwithstanding the termination of the Existing Lease, LESSEE has continued to pay COUNTY and COUNTY has received, rent thereunder and that upon full execution of this Agreement, LESSEE may continue to make such rent payments as well as any other payments that may be due under the Existing Lease. In connection with the foregoing, all of such rent and any other payments made pursuant to the Existing Lease after the Rent Commencement Date shall be applied and credited against any Rent or other payments due under this Agreement. LESSEE shall reconcile all Rent due hereunder (including Rent increases pursuant to Paragraph 6.b. above) and all credits to be received under the Existing Lease and shall pay COUNTY any amounts due hereunder within ninety (90) days after this Agreement is fully executed.

7. Improvements; Access

a. LESSEE has the right to construct, maintain, install, repair, replace and operate on the Premises communications facilities, including but not limited to, transmitting and receiving equipment, batteries, utility lines, transmission lines, transmitting and receiving antennas, a generator, installing fiber connections between the Premises and the nearest appropriate utilities provider(s) and installing additional appurtenant equipment on the Property, including but not limited to a hand hole and related fuel tank as described in the Technical Data Sheet attached as Exhibit C and made a part hereof, and supporting structures and improvements ("LESSEE's Facilities"). In connection therewith the LESSEE has the right to do all work necessary to prepare, add, maintain and alter the Premises for LESSEE's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. LESSEE shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of LESSEE's construction and installation work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner. Title to LESSEE's Facilities and any equipment placed on the Premises by LESSEE shall be held by LESSEE or its equipment lessors or assigns. LESSEE's Facilities shall not be considered fixtures. LESSEE has the right to remove any or all of LESSEE's Facilities at its sole expense on or before the expiration of this Agreement or within sixty (60) days after an early termination of this Agreement. All portions of LESSEE's Facilities brought onto the Property by LESSEE will be and remains LESSEE's personal property and, at LESSEE's option, may be removed by LESSEE at any time during the term of this Agreement. COUNTY covenants and agrees that no part of the communications facility constructed, erected, or placed on the Premises by LESSEE will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the COUNTY that all improvements of every kind and nature constructed, erected, or placed by LESSEE on the Premises will be and remain the property of LESSEE and may be removed by LESSEE at any time during the term of this Agreement.

b. LESSEE shall comply and remain in compliance with all conditions as set forth in any Conditions of Approval issued by the appropriate jurisdiction and all other applicable local, state and federal government requirements and regulations.

c. COUNTY shall provide access to LESSEE, LESSEE's employees, agents, contractors and subcontractors to the leased Premises twenty -four (24) hours a day, seven (7) days a week, provided that the Site Access provisions per Exhibit D and D-1 have been met.

d. COUNTY shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow LESSEE reasonable access. COUNTY shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by LESSEE's use of such roadways. If LESSEE causes any such damage, it shall promptly repair same.

8. Site Safety and Cleanliness

LESSEE shall maintain a clean and safe working environment, in addition to performing weed abatement within its fenced off areas. The COUNTY reserves the right to remove or expel from the site, any personnel, including contractors, observed working in violation of the requirements of Exhibit D-1, attached hereto and made a part hereof.

9. Maintenance, Repairs Right to Enter

a. LESSEE shall at all times from and after the Commencement Date, at its own cost and expense, properly mark and identify LESSEE's equipment, lines and antennas. LESSEE shall maintain the Premises and all of LESSEE's equipment and improvements therein in reasonably clean and good condition and in a reasonably safe operating order. LESSEE shall, prior to expiration of this Agreement or within ninety (90) days after the earlier termination thereof, surrender the Premises to COUNTY in good condition, less ordinary wear and tear.

b. LESSEE shall permit COUNTY, or its authorized representatives, to enter the Premises at all times during the Property's business hours to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that COUNTY may deem necessary, in COUNTY's reasonable discretion, to prevent waste or deterioration within the Premises if LESSEE does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from COUNTY, and (c) that COUNTY may deem reasonably necessary in connection with the expansion, reduction, remodeling, protection or renovation of any COUNTY-constructed or owned facilities on or off of the Premises. Nothing herein contained shall imply any duty on the part of COUNTY to do any such work which, under any provision of this Agreement, LESSEE may be required to do, nor shall COUNTY's performance of any repairs on behalf of LESSEE constitute a waiver of LESSEE's default in failing to do the same. No exercise by COUNTY of any rights herein reserved shall entitle LESSEE to any compensation, damages or abatement of Rent from COUNTY for any injury or inconvenience occasioned thereby, unless the damage is caused by COUNTY's negligence or misconduct.

10. Change in Equipment

LESSEE shall not cause or permit any change of any equipment installed on the Tower by LESSEE, including power outputs or changes in the use of the frequencies described in Exhibit C herein attached, except upon making a written request to COUNTY for each such transaction and the obtaining of COUNTY's prior written consent, said consent not to be unreasonable withheld, conditioned or delayed.

11. Equipment Installation by LESSEE

a. LESSEE shall have the right, but not the obligation, at any time following the full execution of this Agreement, to enter the Premises, provided that the Site Access provisions Per Exhibit D and D-1 above have been met, for the purpose of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for LESSEE's equipment.

b. Starting on the full execution of this Agreement, LESSEE has the right to install, maintain, repair, replace, modernize and operate LESSEE's Facilities on the Premises per Exhibit C.

c. LESSEE shall comply with applicable federal, state or local signage requirements with respect to LESSEE's Facilities and use and occupancy of the Premises. LESSEE shall at its own expense procure all such signage and submit the same to the COUNTY for installation within ninety (90) days after equipment installation is completed.

d. Prior to any subsequent changes to the construction of LESSEE's Facilities and/or Premises, LESSEE shall present construction drawings to COUNTY and COUNTY's site supervisor for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. COUNTY shall have forty-five (45) days to provide comments in writing to LESSEE. If no response has been received by LESSEE within such forty-five (45) days, such drawings and design will be deemed acceptable by COUNTY. Notwithstanding the foregoing, changing of LESEEE's equipment, fixtures and antennas with "like kind" equipment, fixtures or antennas shall not be deemed to be changes to the construction for purposes of this Section. COUNTY shall not be entitled to additional consideration in connection with reviewing any such constructions drawings.

12. Disposition of LESSEE's Equipment

a. During the term of this Agreement, all wires, equipment, and other personal property placed on the Tower or within the Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense, within sixty (60) days after expiration or termination of LESSEE's tenancy.

b. Should LESSEE fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the Agreement, COUNTY may do so at the risk of LESSEE. LESSEE shall pay all costs and expenses reasonably incurred by COUNTY in such removal of LESSEE's personal property and equipment within thirty (30) days after LESSEE's receipt of COUNTY's invoice and reasonable supporting documentation.

c. LESSEE may, however, with written consent of the COUNTY, abandon in place any and all of LESSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the COUNTY and COUNTY shall take possession of such equipment and personal property in their then "as is" condition without any representation or warranty from LESSEE as to their merchantability or fitness for any particular purpose.

13. Contract Support

In the event COUNTY needs to contact LESSEE outside of business hours regarding LESSEE's Facilities, COUNTY shall contact LESSEE's Network Management Center at (800) 264-6620.

14. Utilities

a. LESSEE shall have the right to install utilities, at LESSEE's expense, subject to COUNTY's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed. LESSEE shall have the right to place utilities on COUNTY's Property in order to service the Premises and LESSEE's Facilities. Notwithstanding the foregoing, COUNTY acknowledges and agrees that any utilities installed by LESSEE pursuant to the Existing Lease have been approved by COUNTY.

b. LESSEE shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of LESSEE's Facilities.

15. FCC Licenses

LESSEE represents that it has previously provided the COUNTY with copies of the licenses issued to LESSEE by the Federal Communications Commission ("FCC") for the frequencies within which LESSEE operates at the Property. LESSEE shall insure the licenses are kept current along with all contact information.

16. Interference

a. LESSEE's equipment shall not disturb or interfere with the communications equipment and uses which exist on COUNTY's Property, and LESSEE's operations shall comply with all applicable non-interference rules of the FCC. LESSEE agrees to make no changes to its operating equipment frequencies, without prior written approval of COUNTY, which approval shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for such approval by COUNTY to be withheld, delayed or conditioned if such changes will result in interference with the communications equipment and uses which exist on COUNTY's Property on the date of the changes. LESSEE agrees to operate its equipment within the manufacturers and FCC specifications.

b. In the event LESSEE's installation or operation of its equipment in any way hinders, obstructs, or interferes with the radio or electronic equipment of the COUNTY, or any permitted occupant at the COUNTY's Property existing as of the date of the Existing Lease, LESSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation or reduce power. In the event of LESSEE's inability or refusal to cease such interference or reduce power within 72 hours after receipt of notice of such interference, COUNTY may at its option, terminate this Agreement and evict LESSEE.

c. Any interference and compatibility testing required hereunder for radio interference with other equipment at the COUNTY's Property, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of LESSEE by COUNTY. If the test is satisfactory to the COUNTY representative in its reasonable discretion, a certification of such test signed by both the LESSEE and the COUNTY representative will be forwarded to the COUNTY at the locations indicated in the "Notices" paragraph hereof. All costs reasonably incurred by the COUNTY to conduct compatibility testing will be reimbursed to the COUNTY by LESSEE within thirty (30) days of the receipt of a bill from the COUNTY and reasonable supporting documentation. Should payment not be received (after notice and the expiration of applicable cure periods), COUNTY may at its option, terminate this Agreement and evict the LESSEE.

d. COUNTY shall require compliance with provisions substantially the same as in this Section by all future lessees, or other parties granted or given rights to install or operate communications or other radio frequency transmitting equipment on the Property.

e. If LESSEE or LESSEE's equipment causes interference to other FCC lessees at the Property, LESSEE shall take all steps necessary to correct or eliminate such interference. LESSEE agrees to cure a case of interference or power down within 72 hours after receipt of notification from COUNTY. All such notices will include verifiable evidence of interference, provided to LESSEE by COUNTY or by any site supervisor of COUNTY; COUNTY may require that LESSEE temporarily cease operation of the interfering equipment, provided that it is determined conclusively that the interference is caused by the improper operation or malfunction of LESSEE's equipment, until such interference be cured or eliminated. Without restricting LESSEE's obligations under this Agreement, LESSEE shall indemnify COUNTY against all liability for interference to all COUNTY's tenants' equipment at the Property to the extent caused by improper operation of LESSEE's or LESSEE's equipment.

17. Workmanship Standards

The installation and maintenance of the electronic equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the COUNTY, and be reasonably satisfactory to COUNTY.

18. Employees and Agents of LESSEE

It is understood and agreed that all persons hired or engaged by LESSEE shall be considered to be employees or agents of LESSEE and not of COUNTY.

19. Permits, Licenses and Taxes

a. LESSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and LESSEE shall pay for all fees and taxes levied or required by any authorized public entity. LESSEE recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest. COUNTY will cooperate with LESSEE at no expense to COUNTY, in LESSEE's effort to obtain such approvals in connection with said permits, licenses or other approvals.

b. If personal property taxes are assessed, LESSEE shall pay any portion of such taxes directly attributable to LESSEE's equipment. LESSEE acknowledges that this Agreement may create a possessory interest that will subject the property to taxation, and further agrees to pay any such obligation. The Property is, and shall remain, tax exempt as long as County of Riverside remains the owner of the Property. COUNTY shall pay all real property taxes, assessments and deferred taxes on the Property.

20. Compliance with Laws

LESSEE shall, at LESSEE's sole cost and expense, comply with the requirements of all local, state and federal statutes, laws, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Premises and LESSEE's use of the Premises as provided by this Agreement. The final judgment, decree or order of any Court of competent jurisdiction, or the admission of LESSEE in any action or proceedings against LESSEE, whether LESSEE be a party thereto or not, that LESSEE has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the Premises, shall be conclusive of that fact as between COUNTY and LESSEE.

21. Binding on Successors

LESSEE, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

22. Waiver of Performance

No waiver by COUNTY at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions. No waiver by LESSEE at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

23. Severability

The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

24. Venue

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

25. Attorneys' Fees

In the event of any litigation or arbitration between LESSEE and COUNTY to enforce any of the provisions of this Agreement or any right of either party hereto, each party will pay for their own legal fees.

26. Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSEE:

Los Angeles SMSA Limited Partnership
dba Verizon Wireless
Division
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate
RE: Lamb Canyon

LESSOR

County of Riverside
Facilities Management – Real Estate

3450 14th Street, Suite 200
Riverside, CA 92501
Attn: Deputy Director of Real Estate
Telephone: (951) 955-4820
Other Inquiries: FM-Leasing@rivco.org

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. COUNTY's Representative

COUNTY hereby appoints the County of Riverside Board of Supervisors as its authorized representative to administer this Agreement.

28. Agent for Service of Process

It is expressly understood and agreed that in the event LESSEE is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, LESSEE shall file with COUNTY's Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon LESSEE. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event LESSEE may be personally served with such process out of this COUNTY and that such service shall constitute valid service upon LESSEE. It is further expressly understood and agreed that LESSEE is amendable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

29. Termination by COUNTY

- a. COUNTY shall have the right to immediately terminate this Agreement:
 - 1) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LESSEE as a debtor.

2) In the event that LESSEE makes a general assignment, or LESSEE's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

3) In the event of abandonment of the Premises by LESSEE, which for the purposes of this Agreement shall mean LESSEE's cessation of operations at the Premises other than due to casualty or other causes outside of LESSEE's control.

4) In the event LESSEE fails or refuses to meet its rental obligation, or any of them, hereunder or as otherwise provided by law after receipt of notice the expiration of application cure periods, as provided in Section 31, Default.

5) In the event LESSEE fails or refuses to perform, keep or observe any of its duties or obligations hereunder after receipt of notice the expiration of application cure periods, as provided in Section 31, Default.

30. Termination by LESSEE

a. LESSEE shall have the right to terminate this Agreement in the event COUNTY fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that COUNTY shall have sixty (60) days in which to correct its breach or default after written notice thereof has been served on it by LESSEE; provided, further, that in the event such breach or default is not corrected, LESSEE may elect to terminate this Agreement in its entirety, and such election shall be given by an additional ninety (90) days written notice to COUNTY.

b. LESSEE shall have the option to terminate this Agreement, at any time, by giving written notice to the COUNTY a minimum of ninety (90) days prior to the date when such termination shall become effective.

31. Default

a. The following shall be deemed events of default by LESSEE under this Agreement:

1) The Rent provided for in this Agreement remains unpaid for ten (10) days after LESSEE receives notice from COUNTY that a Rent payment is overdue.

2) LESSEE fails to comply with any of the terms, conditions and covenants herein, (except Section 16, Interference, which shall govern in the event of frequency interference) and does not cure such default within thirty (30) days after written notice thereof to LESSEE or, if such default cannot be cured within the thirty (30) day period with reasonable diligence and in good faith, LESSEE does not cure such default within one hundred twenty (120) days after the date of such notice.

3) The non-renewal, revocation or cancellation of the construction permit and/or license issued to LESSEE by the FCC and/or, CPUC, or any other federal, state or local authority, that is required in order for LESSEE to conduct its communications operation at the Premises, provided that any such non-renewal, revocation or cancellation is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals.

32. Quiet Enjoyment

LESSEE shall have, hold and quietly enjoy the use of the Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Agreement.

33. Free From Liens

LESSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LESSEE, in, upon, or about the Premises, and which may be secured by a mechanics', materialmen's or other lien against the Property of COUNTY or COUNTY's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LESSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, LESSEE shall forthwith pay and discharge said judgment.

34. Insurance.

Without limiting or diminishing the LESSEE's obligation to indemnify or hold the COUNTY harmless, LESSEE shall carry and maintain, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to this insurance section only, the "COUNTY" herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds as their interest may appear under this Agreement.

a. Workers' Compensation:

If the LESSEE has employees as defined by the State of California, the LESSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of \$1,000,000 per person per accident/disease/policy limit. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage based on ISO form or a substitute form providing substantially equivalent coverage, including, premises-operations, contractual liability, products and completed operations liability, personal and advertising injury, and separation of insured coverage, covering claims which may arise from or out of LESSEE's performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured as their interest may appear under this Agreement by blanket additional insured endorsement with respect to this Agreement. Policy's limit of liability shall be \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then LESSEE shall maintain commercial automobile liability insurance covering all owned, non-owned or hired vehicles so used in an amount of \$1,000,000 combined single limit each accident for bodily injury and property damage. Policy shall include the COUNTY as Additional Insureds as their interest may appear under this Agreement.

d. General Insurance Provisions – All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be eligible to do business in the State of California and have an A M BEST rating of not less than A-: VII (A minus:7) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's

Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) LESSEE shall cause LESSEE's insurance representative to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and copies of Blanket Additional insured Endorsements effecting coverage as required herein. Upon receipt of notice from its insurer(s), *LESSEE shall provide the COUNTY Risk Manager with thirty (30) days written notice of cancellation of any required coverage.*

3) In the event of cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance. LESSEE shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and copies of blanket additional insured endorsements. If a claim is denied, if requested, LESSEE shall make its policies available for review by the COUNTY at a local LESSEE office in the presence of a LESSEE representative. Upon completion of the review no copies will be made, and all policies will be returned to LESSEE's Corporate Risk Management Department in Basking Ridge, New Jersey. LESSEE shall provide an ACORD form certificate of insurance signed by its broker.

4) It is understood and agreed to by the parties hereto that the LESSEE's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the use of Premises; or, there is a material change in the equipment on the Premises; or, the term of the Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right, to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the LESSEE has become inadequate.

6) LESSEE shall require any contractors and subcontractors to obtain and maintain substantially the same insurance as required of LESSEE under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance. acceptable to the COUNTY.

8) LESSEE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

35. Acceptance of Premises

COUNTY represents that it has no knowledge of hazardous materials on the Premises or the Property or nearby, nor does it have knowledge of spilled materials, underground fuel storage tanks, septic or drain fields or buried wastes on or within the Premises or Property. LESSEE, at its option and sole cost, may conduct a Phase I Hazardous materials study and COUNTY agrees to cooperate in LESSEE's completion of such study. Otherwise, LESSEE accepts the Premises "As Is" and acknowledges that COUNTY has made no representation concerning the fitness of the Premises for the use intended by LESSEE. LESSEE agrees to keep the Premises free of hazardous materials contamination resulting from the activities of LESSEE, its agents, employees, contractors or invitees, and shall store and use fuels, lubricants, batteries and other similar materials in a safe, code complaint manner, and assumes full responsibilities for such materials use within the Premises.

36. Hold Harmless

LESSEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability to the extent legally permissible by Government Code Section 14662.5 based or asserted upon any act or omission of LESSEE, its officers, employees, subtenants, agents or representatives to the extent arising out of or relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LESSEE, its officers, employees, subtenants, agents or representatives under this Agreement, except to the extent caused by the negligent or intentional acts or omissions of the Indemnitees. LESSEE shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

a. With respect to any action or claim subject to indemnification herein by LESSEE, LESSEE shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LESSEE's indemnification to the Indemnitees as set forth herein.

b. LESSEE's obligation hereunder shall be satisfied when LESSEE has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved, to the extent any such action or claim is not caused by the Indemnitees.

c. The specified insurance limits required in this Agreement shall in no way limit or circumscribe LESSEE's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

d. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the LESSEE from indemnifying the Indemnitees to the fullest extent allowed by law.

37. Assignment

LESSEE shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Agreement or sublease the Premises and its rights herein, in whole or in part, without COUNTY's consent, which consent will not be unreasonably withheld; provided however, that LESSEE may assign without COUNTY's consent its interest to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

38. Hazardous Materials

a. LESSEE agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment.

b. LESSEE shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by LESSEE, its agents, employees, contractors or invitees, except batteries in type and configuration approved by COUNTY, fuel used in an emergency generator, coolants used for cooling systems and reasonable amounts of cleaning supplies or materials usually used within the Premises, provided, however, such supplies or materials are reasonable. Except as provided herein, LESSEE shall not cause or permit any other material classified as hazardous to be brought upon, kept or used in or about

the Premises by LESSEE, its agents, employees, contractors or invitees, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed so long as LESSEE demonstrates to COUNTY's reasonable satisfaction that such hazardous material is necessary to LESSEE's use of the Premises.

c. During the term of this Agreement and any extensions thereof, LESSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises including, but not limited to, soil and groundwater conditions. Further, LESSEE, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials").

d. As used herein, the term "hazardous material(s)" also means (a) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products and their by-products; and (d) any substance which is or becomes regulated by any federal, state or local governmental authority. Any substance which is exempt from regulation under the definitions or exemptions in any of the statutes, regulations or ordinances referenced herein is also excluded from the provisions of this Agreement.

e. COUNTY and LESSEE agree that any hazardous material permitted on the Premises or the Property of which it is a part and all containers therefore shall be used, kept, stored and disposed of in a manner that complies with all applicable federal, state and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.

f. Upon termination of this Agreement and at the written request of COUNTY, LESSEE, at its sole cost and expense, shall remove in the manner required by applicable law any storage tanks or other hazardous materials located upon the Premises solely as a result of LESSEE's actions or the actions of LESSEE's agents, employees, contractors or invitees.

39. Entire Agreement

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements, licenses and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

40. Interpretation of Agreement

The parties hereto negotiated this Agreement at arm's length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against COUNTY solely because it prepared this Agreement in its executed form.

41. Future User's Obligation

In the event COUNTY permits other parties to use space at the Property who are not presently occupying such space and such future parties' equipment causes interference with LESSEE's equipment, COUNTY shall require such future parties to eliminate such interference as provided in Section 16, "Interference."

42. Supersedes Prior

Effective upon acceptance and occupancy of this space hired herein, this Agreement supersedes and voids any prior license or lease between the COUNTY and the LESSEE identified in this Agreement in regard to the Premises.

43. Subrogation

The LESSEE and COUNTY each agree that the LESSEE will be responsible for LESSEE owned equipment located at the Premises and the COUNTY will be responsible for the COUNTY owned property of which the Premises is a part, and each party hereby waives their right of recovery against the other as a result of any loss or damage to the respective property located at the Premises regardless of the proximate cause of said loss or damage.

44. Essence of Time

Time is of the essence for each and all of the terms and provisions of this Agreement and shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

[Signatures appear on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date written below.

COUNTY:


COUNTY OF RIVERSIDE, a political subdivision of the State of California

LESSEE:

Los Angeles SMSA Limited Partnership, a California limited partnership dba Verizon Wireless

By: 
Kevin Jeffries Chair,
Board of Supervisors

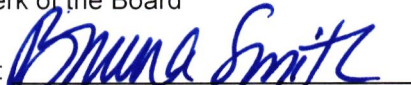
By: AirTouch Cellular Inc., its General Partner

DocuSigned by:

By: Manisha Patel
Name: Manisha Patel
Title: Executive Director - Network Engineering P.

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

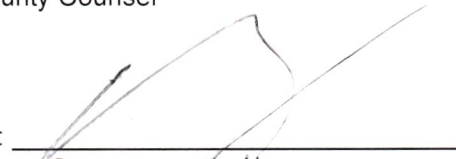
By: 
Name: Braden Holly
Deputy County Counsel

Exhibit A
Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 24, 1867, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LAMB CANYON ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 2, 1956, AS INSTRUMENT NO. 31120, IN BOOK 1905, PAGE 303, OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 6° 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 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE 160.37 FEET; THENCE SOUTH 85° 29' 47" EAST, 1299 FEET, MORE OR LESS, TO THE CENTERLINE OF SAID LAMB CANYON ROAD; THENCE SOUTH 6° 30' 13" WEST ALONG THE CENTERLINE OF SAID LAMB CANYON ROAD, 160.22 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

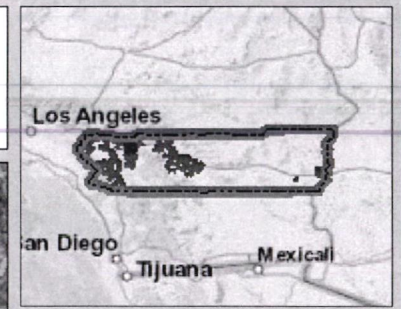
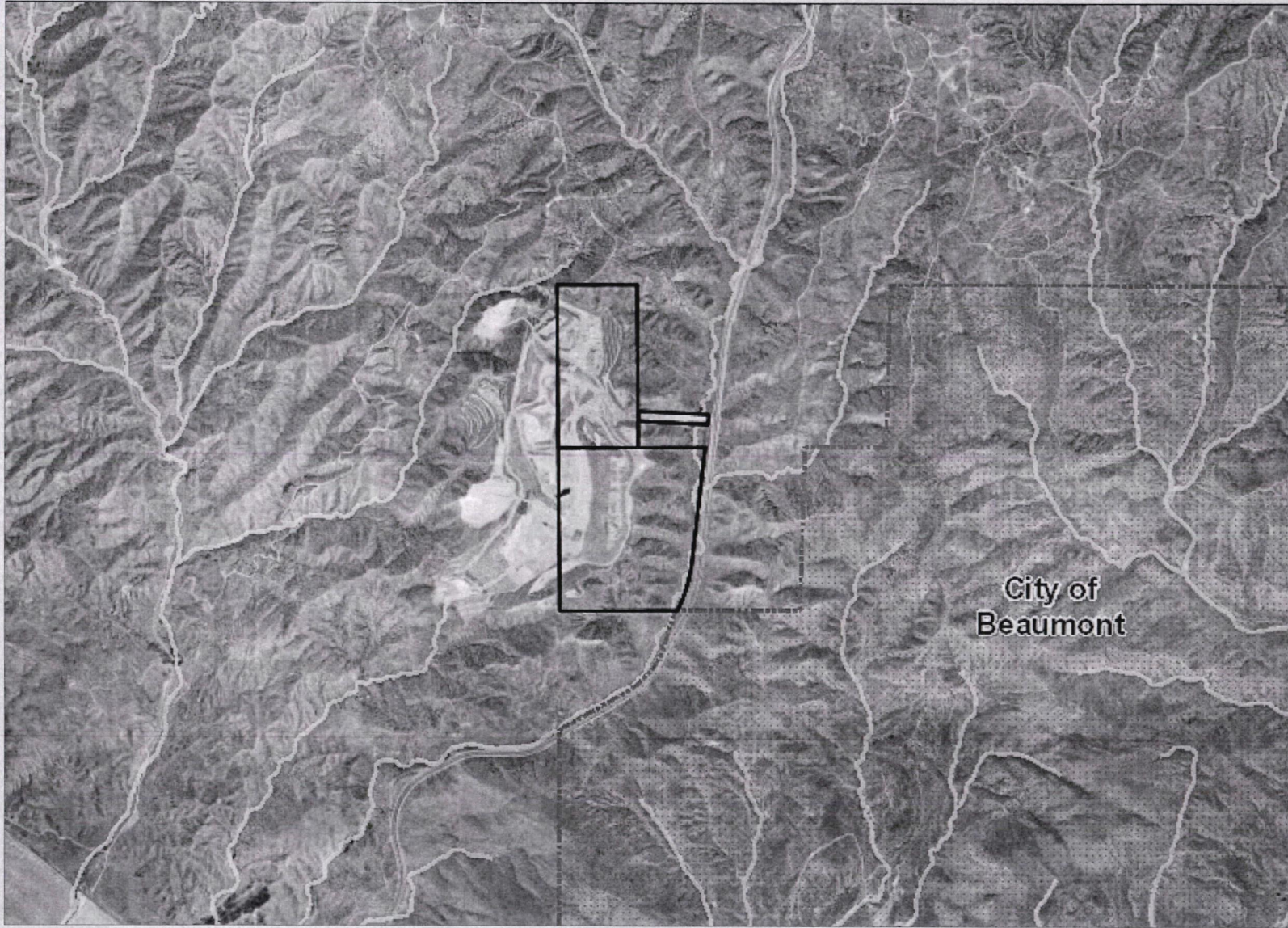
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE FOR LAMB CANYON ROAD BY DEED RECORDED MAY 2, 1956, 31120 IN BOOK 1905, PAGE 303, OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION BY DEED RECORDED APRIL 28, 1994, AS INSTRUMENT NO. 176603, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND SUBSEQUENTLY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 14, 2006, AS INSTRUMENT NO. 2006-0596432, OF OFFICIAL RECORDS.

APN: 424-170-003

Exhibit A

Lamb Canyon

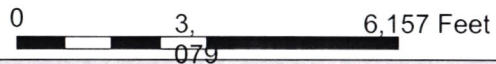


Legend

- Blueline Streams
- ▨ City Areas



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... 4/25/2022 4:13:43 PM

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Notes

APNs:
424170001
424170003
424180001

Exhibit B
Lessee's Facilities on Premises
(Attached behind this page)

Verizon Communication Site

16411 Lamb Canyon Road, Beaumont



Legend



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.

0 192 385 Feet

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Notes

APN
 424-170-001
 424-170-003
 424-180-001
 District 5

SITE NUMBER: BE011
SITE NAME: Lamb Canyon Verizon Wireless

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

VERIZON WIRELESS PREMISES DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF THE LESSOR'S PROPERTY:

THENCE S 56°28'54" E, A DISTANCE OF 31.38 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 00°22'48-9" E A DISTANCE OF 6.5' TO POINT "A";

THENCE CONTINUING N 00°22'49" E, A DISTANCE OF 14.20 FEET TO POINT "B"
THENCE CONTINUING N 00°22'49" E, A DISTANCE OF 11.30 FEET;
THENCE S 86°33'46" E, A DISTANCE OF 25 FEET;
THENCE S 03°26'14" W, A DISTANCE OF 6.00 FEET TO POINT "C";
THENCE CONTINUING S 03°26'14" W, A DISTANCE OF 26 FEET;
THENCE N 86°33'46' W, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING

CONTAINING 800 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A 12.00 FOOT WIDE ACCESS EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS.

BEGINNING AT THE ABOVE DESCRIBED POINT "A";
THENCE N 86°33'46" W, A DISTANCE OF 14.47 FEET
THENCE S 09°14'28" W, A DISTANCE OF 53.67 FEET;
THENCE S 24°22'34" E, A DISTANCE OF 135.79 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIAL LINE BEARING S 60°57'46" W AND A RADIUS OF 40.49 FEET;
THENCE ALONG SAID NON-TANGENT CURVE SOUTHWESTERLY AN ARC DISTANCE OF 106.42 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIAL LINE BEARING S 81°46'07" W AND A RADIS OF 410.71 FEET.
THENCE ALONG SAID NON-TANGENT CURVE NORTHWESTERLY AN ARC DISTANCE OF 321.65 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIAL LINE BEARING N 22°37'41" E AND A RADIUS OF 644.25 FEET;
THENCE ALONG SAID NON-TANGENT CURVE NORTHWESTERLY AN ARC DISTANCE OF 517.21 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIAL LINE BEARING N 86°13'51" E AND A RADIUS OF 116.97 FEET; THENCE ALONG SAID NON-TANGENT CURVE NORTHWESTERLY AN ARC DISTANCE OF 173.49 FEET;
THENCE S 87°53'21" E, A DISTANCE OF 137.95 FEET
THENCE S 88°25'18" E, A DISTANCE OF 1422.31 FEET TO THE WESTERLY RIGHT-OF-WAY OF LAMB CANYON ROAD AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER WITH A 2.00 FOOT WIDE EASEMENT FOR UNDERGROUND COAX CABLES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS;

BEGINNING A THE ABOVE DESCRIBED POINT "C"
THENCE S 86°36'29" E, A DISTANCE OF 16.00 FEET;
THENCE N 72°59'37" E, A DISTANCE OF 2.25 FEET;
THENCE N 52°39'46" E, A DISTANCE OF 14.29 FEET TO THE TERMINUS OF THIS DESCRIPTION.

SITE NUMBER: BE011
SITE NAME: Lamb Canyon Verizon Wireless

(continued)

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

ALSO TOGETHER WITH A 5.00 FOOT WIDE UTILITY EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS;

BEGINNING AT THE ABOVE DESCRIBED POINT "B";
THENCE N 86°33'46" W, A DISTANCE OF 3.00 FEET;
THENCE N 03°26'14" E, A DISTANCE OF 12.75 FEET;
THENCE N 10°48'43" E, A DISTANCE OF 36.41 FEET;
THENCE N 19°06'48" E, A DISTANCE OF 12.35 FEET TO POINT "D";
THENCE CONTINUING N 19°06'48" A DISTANCE OF 7.19 FEET TO AN EXISTING TELCO VAULT;

THENCE CONTINUING FROM THE ABOVE MENTIONED POINT "D" S 70°53'12" E, A DISTANCE OF 5.76 FEET TO AN EXISTING ELECTRICAL VAULT AND THE TERMINUS OF THIS DESCRIPTION.

MORENO VALLEY, CA 92555

(AWS 3 / L-SUB6 ADD)

PROJECT SUMMARY

APPLICANT REPRESENTATIVE:

CORE DEVELOPMENT SERVICES
1511 E. ORANGETHORPE, SUITE D
FULLERTON, CA 92831
CONTACT: AMY SINON
PHONE: 714.729.8404

PROPERTY INFORMATION:

SITE NAME: LAMB CANYON

SITE ADDRESS: 16411 LAMB CANYON RD
MORENO VALLEY, CA 92555

JURISDICTION: RIVERSIDE COUNTY

APPLICANT/LESSEE:

15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618
OFFICE: 949.286.7000



PROPERTY OWNER:

RIVERSIDE COUNTY
1855 CHICAGO AVENUE
RIVERSIDE, CA 92507

ASSESSOR'S PARCEL NUMBER:

APN: 421-140-001

CONSTRUCTION INFORMATION:

AREA OF CONSTRUCTION: N/A

UTILITIES: N/A

DESCRIPTION

FOR A BUILDING PERMIT AND ALL

ANTENNAS (3 PER SECTOR)

S FROM ANTENNA LOCATION (1 PER

UNITED TO EXISTING

ANTENNAS MOUNTED TO EXISTING

BRACKETS (2 TOTAL)

2 SELF-SUPPORTING TOWER

0 (E) ANTENNA MOUNT BRACKETS
2 SELF-SUPPORTING TOWER

ELTER (IF REQ.)

STEM IN (E) SHELTER

TP

10. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND INSPECTIONS WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR THEIR REPRESENTATIVE. CONTRACTOR SHALL OBTAIN THE PERMIT AND MAKE FINAL PAYMENT OF SAID DOCUMENT.

11. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE UNLESS OTHERWISE NOTED.

12. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR SUPPORTS FOR INSTALLATION OF ITEMS INDICATED ON THE DRAWINGS.

13. THE CONTRACTOR SHALL PROVIDE THE FIRE MARSHALL APPROVED MATERIALS TO FILL/SEAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES.

14. NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL AND PAINT COLOR EXCEPT AS NOTED IN THE PLANS.

15. WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AS REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.

16. ALL GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE.

17. ALL DEBRIS AND REFUGE IS TO BE REMOVED FROM THE PROJECT. PREMISES SHALL BE LEFT IN A CLEAN BROOM FINISHED CONDITION AT ALL TIMES.

18. ALL SYMBOLS AND ABBREVIATIONS ARE CONSIDERED CONSTRUCTION INDUSTRY STANDARDS. IF A CONTRACTOR HAS A QUESTION REGARDING THEIR EXACT MEANING THE ARCHITECT/ENGINEER SHALL BE NOTIFIED FOR CLARIFICATIONS.

19. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS, TECHNIQUES AND SEQUENCES OF PROCEDURES TO PERFORM THE WORK. THE SUPERVISION OF THE WORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

20. CONTRACTORS SHALL VISIT THE SITE PRIOR TO BID TO ASCERTAIN CONDITIONS WHICH MAY ADVERSELY AFFECT THE WORK OR COST THEREOF.

21. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSION, ELEVATION, ETC. NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW PORTION OF THE WORK TO THE EXISTING WORK. THE CONTRACTOR SHALL MAKE ALL MEASUREMENTS NECESSARY FOR FABRICATION AND ERECTION OF STRUCTURAL MEMBERS. AND DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

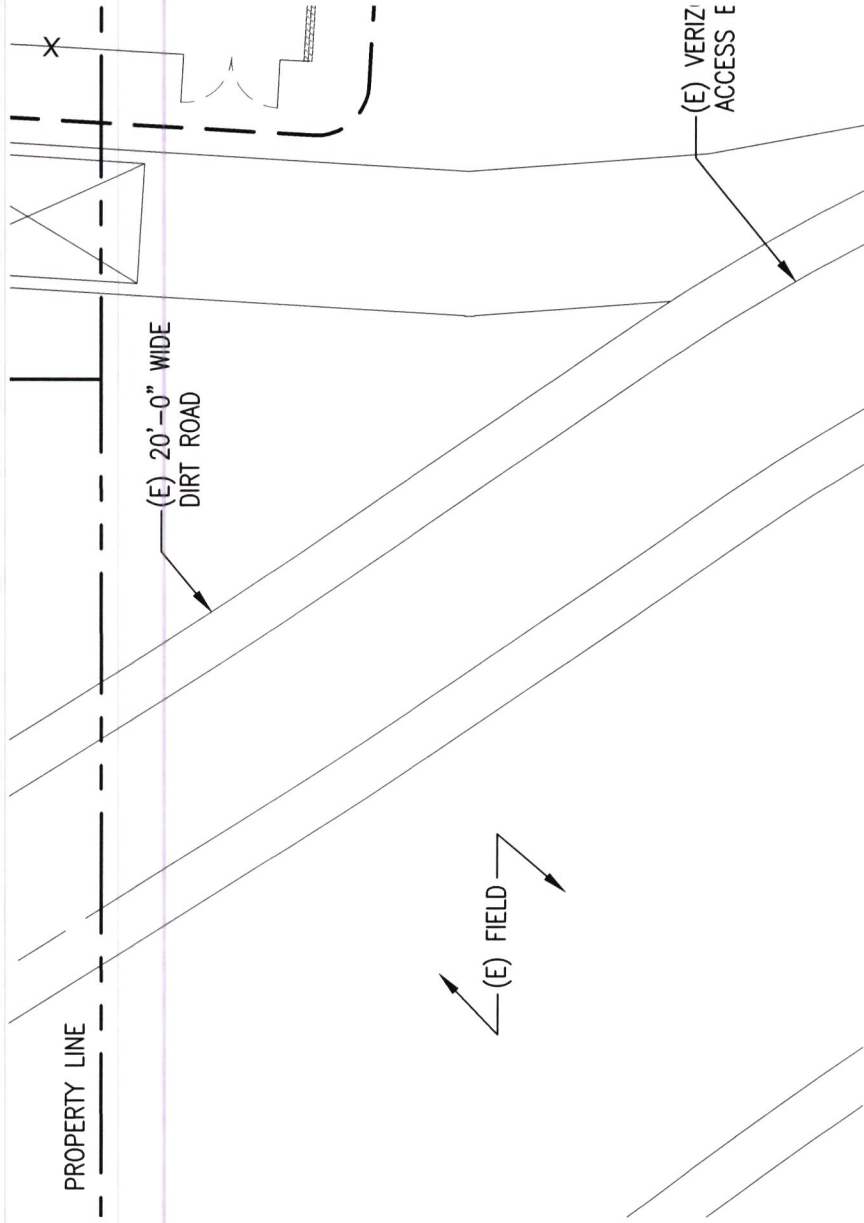
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW.

23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND SHALL BE CAPPED. PLUGGED

(E) ANTENNA TOWER
AND EQUIPMENT
LOCATION -
PROPOSED
MODIFICATION OF
VERIZON ANTENNAS

79

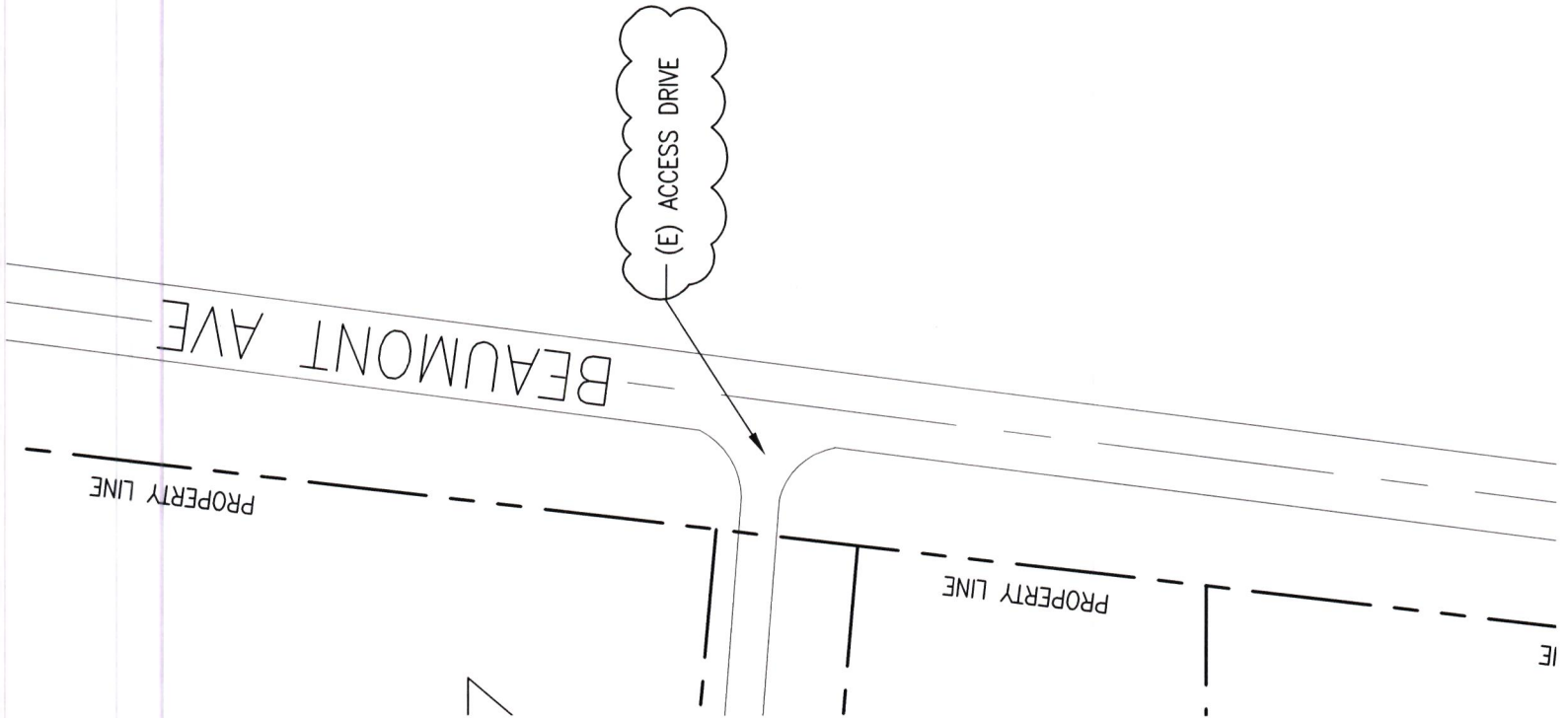
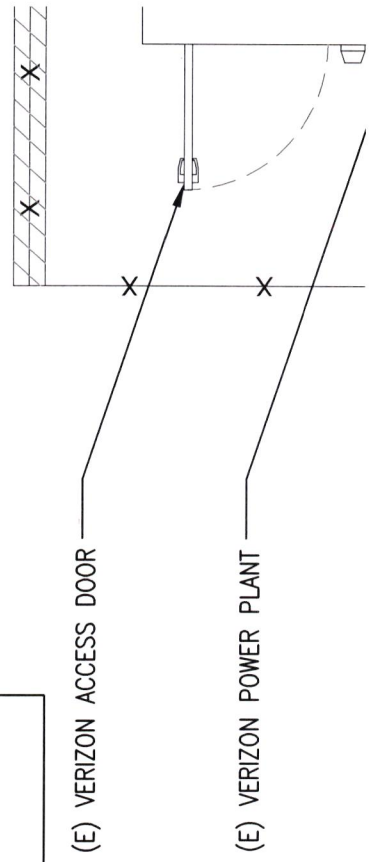




ENLARGED SITE PLAN

EQUIPMENT INSTALLATION NOTES:

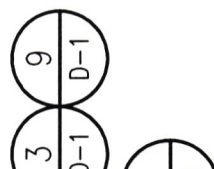
1. A 600 AMP POWER PLANT MINIMUM
2. A DC UP-CONVERTER BE INSTALLED
3. A RAYCAP ALARMING TO MONITOR POWER USE OF LS6 AND SEND THE SIGNAL TO THE UP-CONVERTER



SECTOR	B3	LPD-6513 (796262)	48"	170°
	B4	SBNH-1D6565B 01DT 2130 (308711)	-	170°

SCALE
3/8" = 1'-0"

2



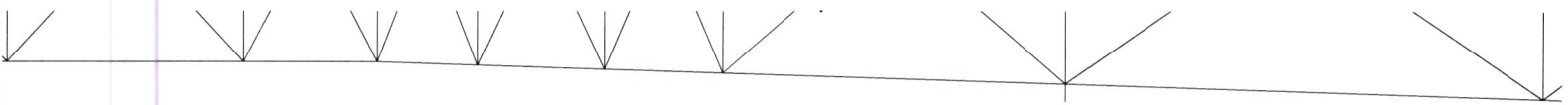
NEW ANTI			
SECTOR	ANTENNA		ANTENNA AZIMUT
	MODEL	SIZE	
A1	-	-	-
	ANDREW		



(E) RRUS12 B4 TO BE REMOVED
 (1 PER SECTOR, 2 TOTAL)

	RAD CENTER OF (N) VERIZON WIRELESS ANTENNAS	99'-6"±
	RAD CENTER OF (E) VERIZON MICROWAVE DISH	145'-0"±
	TOP OF (E) SELF-SUPPORTING TOWER	150'-0"±
	TOP OF (E) VERIZON WIRELESS ANTENNAS	101'-0"±
	RAD CENTER OF (E) VERIZON WIRELESS ANTENNAS	98'-0"±

AL)



RAD CENTER OF (E) VERIZON WIRELESS ANTENNAS

98'-0"±

TOP OF (E) VERIZON WIRELESS ANTENNAS

100'-0"±

TOP OF (E) SELF-SUPPORTING TOWER

150'-0"±

RAD CENTER OF (E) VERIZON MICROWAVE DISH

145'-0"±

RAD CENTER OF (E) VERIZON WIRELESS ANTENNAS

98'-0"±

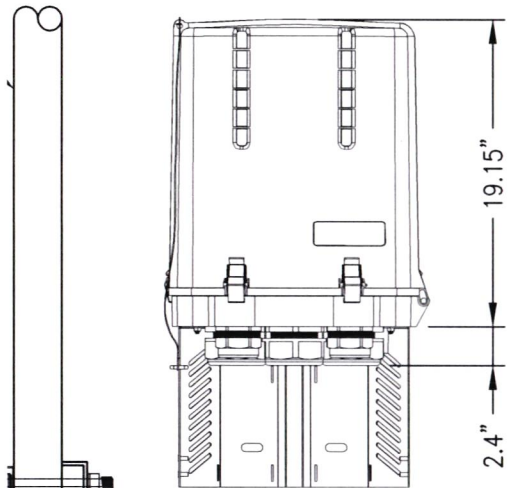
RADIO 4449 SPECS.

DIMENSIONS, WxDxH:

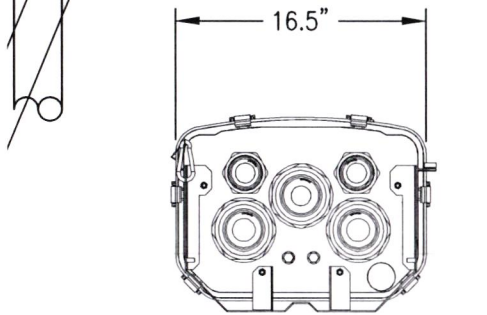
(14.95"Hx13.18"Wx9.25"D)

TOTAL WEIGHT:

74 lbs

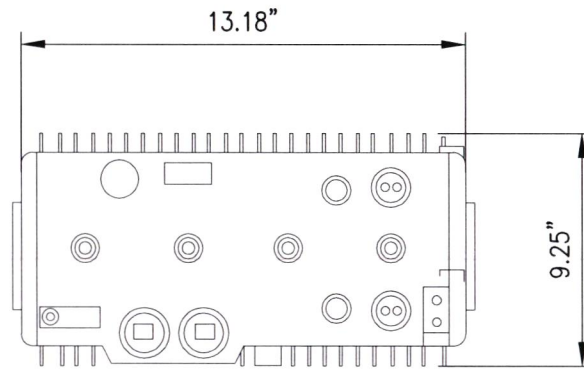
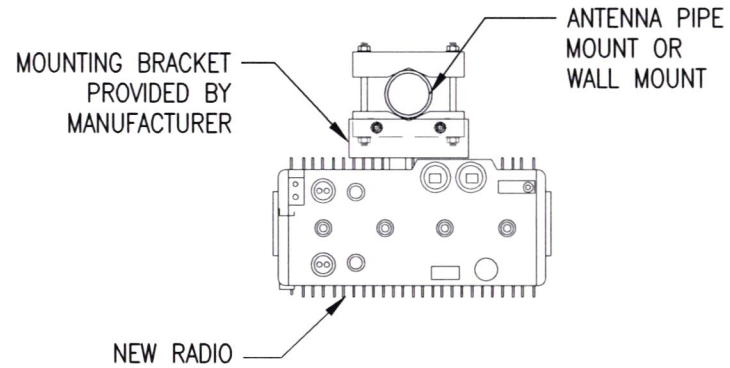


FRONT VIEW

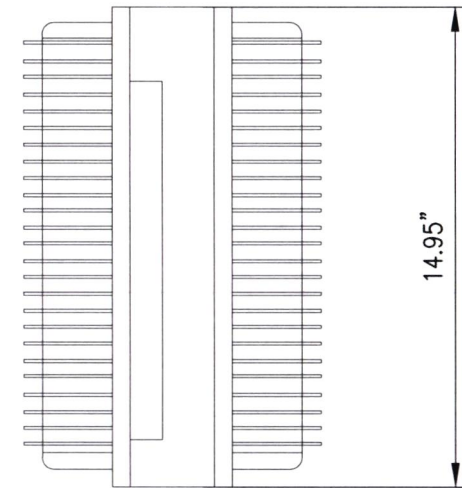


BOTTOM VIEW

POLE
MOUNT



TOP VIEW



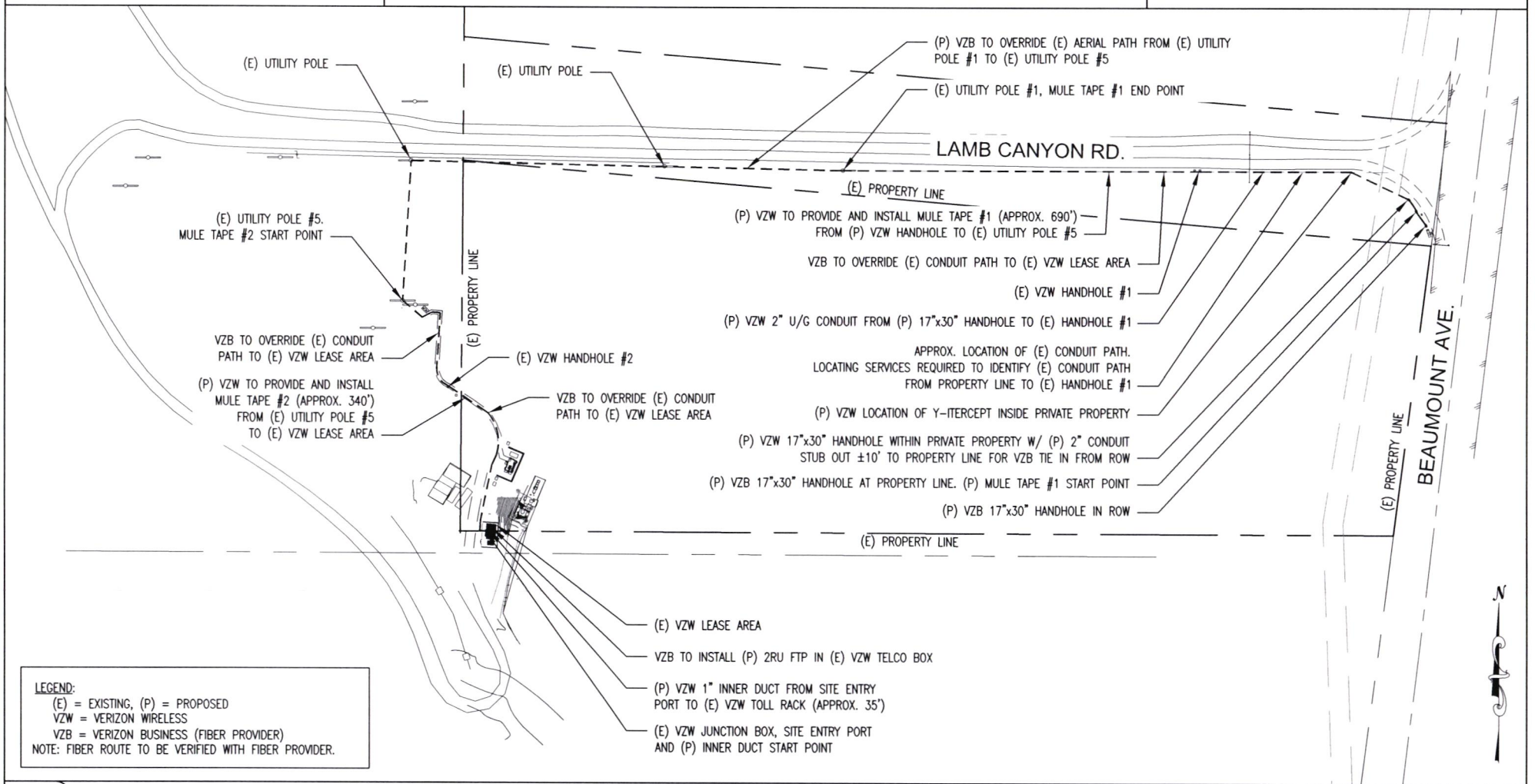
FRONT VIEW



18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 861-2201
FAX: (949) 387-1275



SITE NAME: LAMB CANYON
SITE ADDRESS: 16411 LAMB CYN. RD.,
BEAUMONT CA 92223
DATE: 08-12-20



1 FIBER LEASE EXHIBIT

Exhibit C
Technical Data Sheet
(Attached behind this page)

SITE NUMBER: BE011
 SITE NAME: Lamb Canyon Verizon Wireless

EXHIBIT "C"

TECHNICAL DATA SHEET

RETURN THIS APPLICATION AND FEES TO:			Date Received: _____
Riverside County Facility Management	Jim Force		Revision Dates: _____
3403 10th St. #500	e-mail	jrforce@rivceoda.org	_____
Riverside, CA 92507	Office:	951-955-4822	Site Name: Lamb Canyon Land Fill
	fax:	951-955-4800	Site Number: BE011

APPLICANT INFORMATION

Applicant (Carrier):	Verizon Wireless	Primary Contact Name:	Terri Brock
Applicant Site Name:	Lamb Canyon	Company Name:	RealCom & Associates, LLC
Applicant Site Number:	_____	Primary Contact Number:	949.481.8695
Proposed Installation Date:	_____	Primary Contact Fax:	949.481.8695
Proposed ON AIR Date:	_____	Primary Contact Address:	RealCom Associates, LLC 31617 East Nine Drive Laguna Niguel, CA 92677
Applicant Entity Name on Lease Agreement:	Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless	Primary Contact Email:	tbrock@realcomassoc.com
Notice Address for Lease:	Los Angeles SMSA Limited Partnership dba Verizon Wireless 180 Washington Valley Road Bedminster, NJ 07921 Attn: Network Real Estate RE: Lamb Canyon		
Billing Address:	As above		

ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number:	As above for primary contact
RF Contact Name/Number:	Terry Trinh, 949-286-8765
Legal Review Contact Name/Nº:	McGuire Woods LLP, 310-315-8200
Zoning Contact Name/Number	Cindy Leinert, 714-293-7800
Construction Contact Name/Number:	Gary Holzer
Emergency Contact Name/Number:	NOC, 800-242-7622

BUILDING INFORMATION

Latitude:	N 33	52	.929	Existing Structure Type:	Lattice Tower
Longitude:	W116	59	.694	Existing Structure Height (AGL)	141 feet
				New Equipment Building Size:	11'3"x16'x10'3" CMU
Site Address:	16411 Lamb Canyon Road, Beaumont		County: Riverside	State: CA	Zip: _____

ANTENNAS

Sector	Sector 1	Sector 2	Sector 3	Sector 4	Micro Wave / GPS
Desired Rad Center (ft AGL)	120	120			
Antenna Quantity	2	2			

SITE NUMBER: BE011

SITE NAME: Lamb Canyon Verizon Wireless

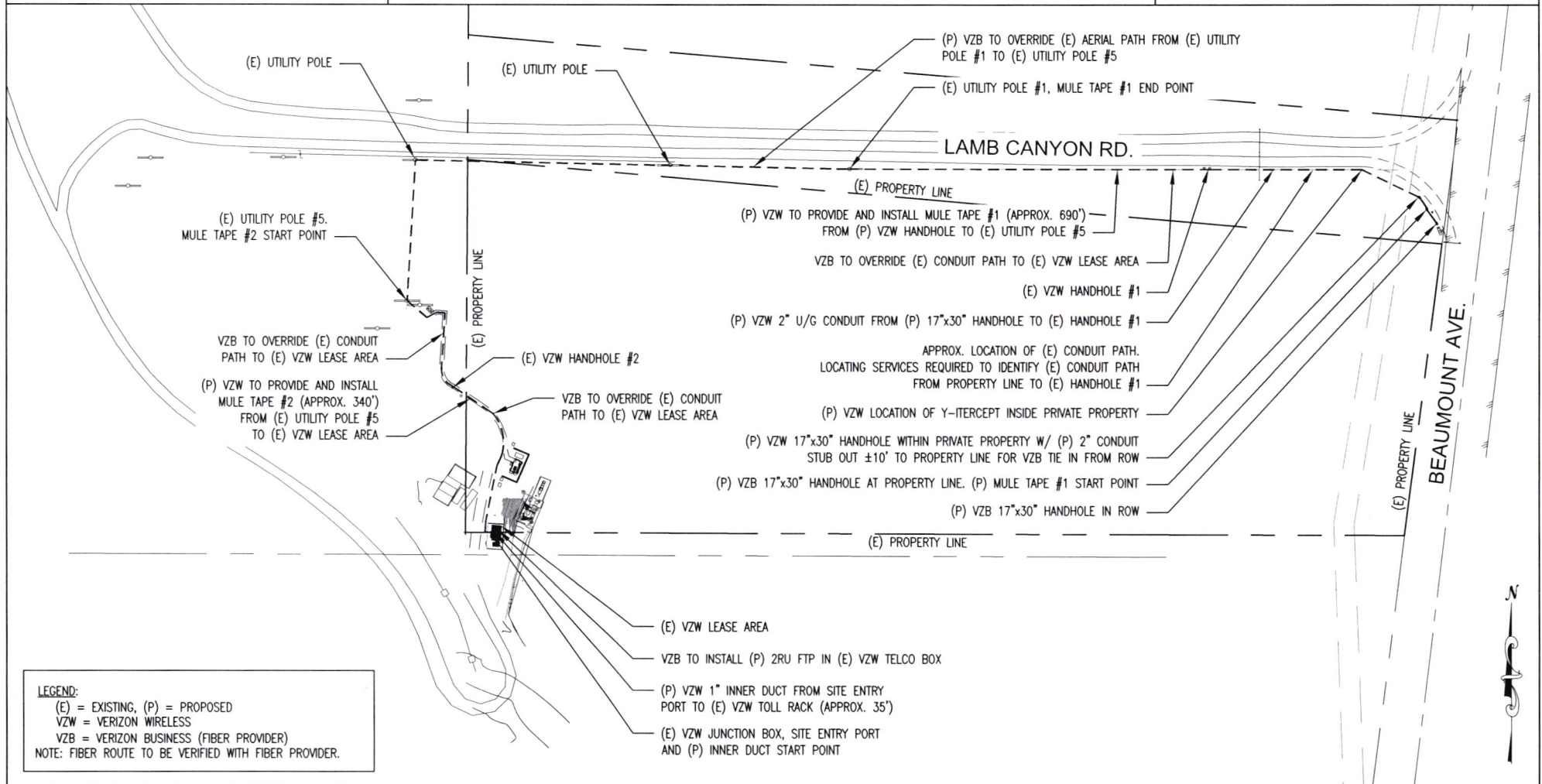
Antenna Manufacturer	Antel	Antel			
Antenna Model (Attach Spec Sheet)	BXA 80063/4	BXA 80063/4			
Weight (lbs per antenna)	9.9 lbs	9.9 lbs			
Antenna Dimensions (HxWxD) (in)	47 x 11 x 4	47 x 11 x 4			
ERP (watts)	300	300			
Antenna Gain (dB)	13	13			
Orientation/Azimuth (Degrees)	20	210			
Mechanical Tilt	0	0			
Channels	6	6			
Mount Mfg and Model (Attach Spec Sheet)	N/A	N/A			
Tower Mount Mounting Height (On Tower)	N/A	N/A			
Transmit Frequency (MHz)	880.0200- 893.9700 & 1965-1970	880.0200- 893.9700 & 1965-1970			
Receive Frequency (MHz)	835.0200- 848.9700 & 1885-1890	835.0200- 848.9700 & 1885-1890			
Number of Coax Cables (PER ANTENNA)	2	2			
Diameter of Coax Cables (in)	7/8	7/8			
Type of Service (i.e CDMA, GSM, TDMA, PAGING):	CDMA, EV-DO, MW				



18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
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FAX: (949) 387-1275



SITE NAME: LAMB CANYON
SITE ADDRESS: 16411 LAMB CYN. RD.,
BEAUMONT CA 92223
DATE: 08-12-20



LEGEND:
(E) = EXISTING, (P) = PROPOSED
VZW = VERIZON WIRELESS
VZB = VERIZON BUSINESS (FIBER PROVIDER)
NOTE: FIBER ROUTE TO BE VERIFIED WITH FIBER PROVIDER.

1 FIBER LEASE EXHIBIT

REFERENCE: FIBER OPTIC FEASIBILITY REPORT LAMB CANYON DATED 02/14/2018

EXHIBIT D
Site Access Provisions
(Attached behind this page)

SITE NUMBER: BE011
SITE NAME: Lamb Canyon Verizon Wireless

EXHIBIT "D"

Ingress / Egress Procedures
Lamb Canyon Landfill
Contact Names and Numbers

Site Supervisor
Brian Stephenson
Office: (951) 769-1577
Cellular: (951) 315-7298

Operation Supervisor
George Solorio
Office: (951) 922-3689
Cellular: (951) 318-1994

Regular Business Hours
Mon-Fri 6:00 AM – 4:30 PM

Operation Supervisor
Randy Marrs
Office: (951) 922-3689
Cellular (951) 640-5840

Site Engineer
Fouad Mina
Office: (951) 486-3244
Cellular: (951) 315-8415

Closed the Following Holidays: Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day After Thanksgiving, Christmas Day, New Year's Day.

Ingress Procedures – Scheduled Maintenance, Regular Business Hours

1. Contact the Site Supervisor *twenty-four hours prior* to scheduled work to be performed. In the event no contact can be made, then:
2. Contact either Operation Supervisor. Notify either the Site Supervisor or the Operation Supervisor of the estimated time and nature of the scheduled work, the number of personnel to be on site, and the number of vehicles expected to be used.

Ingress Procedures – System Outage, Regular Business Hours

1. Contact the Site Supervisor. If no contact can be made, then:
2. Contact either Operation Supervisor. Notify either of the nature of the outage, the estimated time repair personnel will be on site, and the estimated number of staff and vehicles that will be required.

Ingress Procedures – Scheduled Maintenance, After-Hours

1. Contact the Site Supervisor *twenty-four hours prior* to scheduled work to be performed. In the event no contact can be made, then:
2. Contact either Operation Supervisor. Notify either the Site Supervisor or the Operation Supervisor of the estimated time and nature of the scheduled work, the number of personnel to be on site, and the number of vehicles expected to be used.

Ingress Procedures – System Outage, After-Hours

1. Contact the Site Supervisor. If no contact can be made, then:
2. Contact an Operation Supervisor *and the* Site Engineer. Inform the answering party of the nature of the outage, the number of personnel and vehicles required to make the necessary repairs, and the estimated time and duration of the site visit.

Ingress/Egress – Any Time

1. Waste Management may require County staff to accompany vendor personnel at any time, (refer to Paragraph 6c of Lease.

SITE NUMBER: BE011
SITE NAME: Lamb Canyon Verizon Wireless

(cont)

EXHIBIT "D-1"
Landfill Site Rules

1. All children and pets shall remain inside the vehicle at all times. Adults not involved in the unloading of refuse shall remain inside the vehicle at all times.
2. Landfill users must obey all posted traffic signs. Maximum speed throughout the site is 15 MPH.
3. Landfill users must obey instruction of Traffic Directors or other site supervisory staff.
4. Landfill users must dump directly behind the vehicle. Do not throw refuse or unload by means of rapid acceleration and deceleration, pulleys, ropes, chains, or wire.
5. Landfill users must stay within 5 feet of their vehicle at all times.
6. Alcoholic beverages and illegal drugs are not permitted. Landfill users that have obvious signs of intoxication are not permitted to enter the landfill site.
7. Carrying, discharging, or brandishing weapons of any type is not permitted.
8. Smoking is not permitted on the landfill unit or during unloading. In areas not on the landfill unit, smoking is prohibited within 20 feet of any building structure and where posted.
9. Scavenging and salvaging is not permitted.
10. Loitering is not permitted. Landfill users must exit the landfill upon completion of dumping refuse loads.
11. Under no circumstances shall restricted materials be disposed of within any portion of the landfill area. Restricted materials include, but are not limited to: hazardous, radioactive, medical, designated or any waste materials requiring special treatment or handling. Liquid waste is not accepted at any Department landfill except Blythe.
12. All solid waste shall be transported in vehicles or containers in such a manner that the contents will not fall, leak or spill there from, and shall be covered to prevent blowing or loss of material. The Department reserves the right to turn away any load that is not covered.
13. After dumping the bulk of any refuse load, clean out of all customer vehicles shall be performed in designated area as directed by Department staff.
14. Customer vehicles shall remain at least 15 feet away from landfill heavy construction equipment on the active dumping pad.
15. Access for any reason is not permitted outside of operating hours, as posted at the facility entrance, or when closed to the public by the Department staff due to wind or other weather conditions.
16. All commercial refuse disposal vehicles must have an operational back-up alarm. Department staff may verify operation of a back-up alarm prior to allowing landfill access.
17. High visibility safety vests shall be worn by any person outside of the vehicle.
18. Use of site during inclement weather is at customer's own risk. When wind or other weather condition warrant, the landfill will be closed and public access will be suspended.