

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



ITEM: 11.7
(ID # 21888)

MEETING DATE:

Tuesday, May 23, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Lease Agreement Between the Riverside County Flood Control and Water Conservation District and New Cingular Wireless PCS, LLC, for a Portion of the Property Known as the Oak Street Channel, Located at the Intersection of Mangular Avenue and Chase Drive (RCFC Parcel No. 2070-101, Portion of Assessor's Parcel Number 112-310-002), CEQA Exempt per State CEQA Guidelines Section 15301 and 15061(b)(3), District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Lease Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, the "Existing Facilities" exemption, and Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Lease Agreement between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, for a portion of the property known as the Oak Street Channel, located at the intersection of Mangular Avenue and Chase Drive, and authorize the Chair of the District's Board of Supervisors to execute the same on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) executed Lease Agreements to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/10/2023

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: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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: N/A			Budget Adjustment: No	
			For Fiscal Year: 2022/2023	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District acquired fee interest of Assessor's Parcel Number 112-310-002 and constructed the Oak Street Channel in the city of Corona, located at the intersection of Mangular Avenue and Chase Drive. The District now intends to enter into a Lease Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee"), to allow them to install a 60-foot cell tower on 8,646 square feet ("Lease"). The District will grant to Southern California Edison an easement for transformer underground electrical supply and communication systems that will be bored and connected to Lessee's utility enclosure with the right of access for ingress to and egress from the leased premises.

The Lease contains a five-year lease term, which will automatically renew for two additional five-year terms. Lessee shall pay to District Two Thousand Two Hundred Fifty Dollars (\$2,250) per month, plus an annual increase of 3% over the rent paid during the previous year. Lessee has paid a one-time processing fee of Ten Thousand Dollars (\$10,000) payable to the District for the benefit of the District.

Pursuant to CEQA, the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 "Existing Facilities" exemption, and Section 15061(b)(3), "Common Sense" exemption. The proposed Lease involves existing facilities, and no expansion of an existing use will occur.

The District consulted with the California Department of Housing and Community Development Specialist, which determined the Lease does not fall under the Surplus Land Act.

Impact on Residents and Businesses

The District concludes that there will be no fiscal impact on private residents or private businesses as a result of its Board's approval of the Lease.

Additional Fiscal Information

Term: Five years; automatically renews for two additional five-year terms
 Rent: \$2,250 monthly
 Rent increase: 3% annually

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Contract History and Price Reasonableness

Approving the subject Lease aligns the rental rate with the current market conditions.

ATTACHMENTS:

- Lease Agreement
- Vicinity Map

YKW:ju
P8/250881



Jason Farin, Principal Management Analyst 5/16/2023



Aaron Gettis, Deputy County Counsel 5/15/2023

LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is entered into this 23rd day of May, 2023 ("Effective Date") by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "LESSOR") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (hereinafter called "LESSEE").

WITNESSETH

WHEREAS, DISTRICT owns real property and operates a flood control basin known as the Oak Street Channel located at the intersection of Mangular Avenue and Chase Drive also known as Assessor's Parcel Number 112-310-002 ("Property"), referenced as RCFC Parcel Number 2070-101.

WHEREAS, DISTRICT hereby leases to LESSEE, and LESSEE hereby leases from DISTRICT, a portion of the Property ("Leased Premises") for the installation of a 60-foot cell tower on eight thousand six hundred forty-six (8,646) square feet as legally described in Exhibit "A" and more particularly depicted in Exhibit "B" attached hereto and made a part hereof.

WHEREAS, the DISTRICT will grant to Southern California Edison an easement for transformer underground electrical supply and communication systems, consisting of wires, underground conduit, cables, vaults and including above ground enclosures, markers, concrete pads and other appurtenant fixtures and equipment necessary for distributing electrical energy for transmitting data and/or communications in, on, over, under across and along the Leased Premises ("Easement"). The Easement is attached hereto as Exhibit "C" and made a part hereof.

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

1. Premises. DISTRICT leases to LESSEE that portion of the Property consisting of an area of eight thousand six hundred forty-six (8,646) square feet, as legally described in Exhibit "A" and more particularly depicted in Exhibit "B" ("Leased Premises"). Leasing of said real property is in the public interest and the use thereof will not substantially conflict or interfere with DISTRICT's use of its own equipment nearby.

2. Use. The Leased Premises may be used by LESSEE for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables accessories and improvements, which may include associated antennas, equipment shelters or cabinets, fencing and any other items necessary to the successful and secure use of the Leased Premises ("LESSEE's Facility"). DISTRICT agrees, at no expense to DISTRICT, to cooperate with LESSEE in making applications for and obtaining all licenses, permits and any and all other necessary approvals that may be required for LESSEE's and LESSEE's sublessees or licensees intended use of the Leased Premises. LESSEE will be allowed to make such alterations to the Leased Premises in order to ensure that the LESSEE's Facility complies with all applicable federal, state, or local laws, rules or regulations.

3. Term.

a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

b) This Agreement will automatically renew for two (2) additional five (5) year term(s). Each additional five (5) year term shall be defined as an "Extension Term", upon the same terms and conditions set forth herein unless LESSEE notifies DISTRICT in writing of LESSEE's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

c) If LESSEE remains in possession of the Leased Premises after the termination of this Agreement, then LESSEE will be deemed to be occupying the Leased Premises on a month-to-month basis ("Holdover Term"), subject to the terms and conditions of this Agreement.

d) The Initial Term, any Extension Term, and any Holdover Term are collectively referred to as the "Term."

4. Rent.

a) Commencing on the first day of the month following the date that LESSEE commences construction ("Rent Commencement Date"), LESSEE shall pay DISTRICT, as rent, the sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) ("Rent") per month. Rent shall be payable on the fifth (5th) day of each month in advance to DISTRICT at DISTRICT's address specified in Paragraph 19 of this Lease. In any partial month occurring before and after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by LESSEE to LESSOR within forty-five (45) days after the Rent Commencement Date.

b) Upon commencement of year two (2) of the Initial Term and each year thereafter, including throughout any Extension Term exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

5. Improvements Access.

a) 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 Facility and any equipment placed on the Leased Premises by LESSEE shall be held by LESSEE, its subtenants or their respective equipment, successors or assigns. LESSEE's Facility shall not be considered fixtures. LESSEE has the right to remove any or all of LESSEE's Facility at its sole expense on or before the expiration of this Lease or within ninety (90) days after an early termination of this Lease. All portions of LESSEE's Facility 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. DISTRICT covenants and agrees that no part of the LESSEE's Facility constructed, erected or placed on the Leased 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 DISTRICT that all improvements of every kind and nature constructed, erected or placed by LESSEE on the Leased Premises will be and remain the property of the LESSEE and may be removed by LESSEE at any time during the Term. Notwithstanding the foregoing, LESSEE will be responsible for the replacement of any trees, shrubs, or other vegetation if removed or destroyed by LESSEE during the LESSEE's equipment removal process. At DISTRICT's option, LESSEE will be required to remove from the Leased Premises or the Property foundations to a depth of three (3) feet below ground, underground utilities (except footings and conduit), equipment

building and antenna support structure used in connection with the LESSEE's Facility. LESSEE will repair any damage to the Leased Premises resulting from removal activities. Any portions of the LESSEE's Facility the LESSEE does not remove within one hundred twenty (120) days after the end of the Term and cessation of LESSEE operations at the Leased Premises shall be deemed abandoned and owned by the DISTRICT. Notwithstanding the foregoing, LESSEE will be responsible for the replacement of any trees, shrubs, or other vegetation.

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 local, state and federal government requirements and regulations.

c) DISTRICT shall provide access to LESSEE, LESSEE's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. DISTRICT represents and warrants that it has full rights of ingress and egress from a public right of way to and from the Leased Premises, and hereby grants such rights to LESSEE to the extent required to construct, maintain, install and operate LESSEE's Facility on the Leased Premises, and to remove them there from. LESSEE's exercise of such access rights shall not cause undue inconvenience to DISTRICT.

d) DISTRICT shall maintain all access roadways from the nearest public roadway to the Leased Premises in a manner sufficient to allow reasonable access. DISTRICT 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 the same.

e) LESSEE shall have the right to install utilities, at LESSEE's expense, subject to DISTRICT's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed, which existing utilities servicing the Leased Premises are deemed approved by DISTRICT. LESSEE shall have the right to place utilities on DISTRICT's Property in order to service the Leased Premises and LESSEE's Facility.

f) LESSEE shall fully and promptly pay for all utilities furnished to the Leased Premises for the use, operation and maintenance of LESSEE's Facility.

g) Upon the expiration, cancellation or termination of this Lease, LESSEE shall surrender the Leased Premises to DISTRICT in good condition, less ordinary wear and tear.

h) Notwithstanding anything to the contrary in this Lease, LESSEE (or its successors or assigns) shall remove LESSEE's Facility completely from DISTRICT's Property in the event of Abandonment of LESSEE's Facility. ("Abandonment of LESSEE's Facility" shall have the meaning provided in County of Riverside ("County") Ordinance No. 348.)

6. Maintenance, Repairs, Right to Enter.

a) LESSEE shall at all times from and after the Rent Commencement Date, at its own cost and expense, maintain the Leased Premises and all of LESSEE's equipment and improvements in a commercially reasonable condition. Upon surrender of the Leased Premises, LESSEE shall deliver to DISTRICT in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear.

b) If LESSEE refuses or neglects to repair, replace, or maintain the Leased Premises, or any part thereof, DISTRICT shall have the right, upon giving LESSEE reasonable written notice of its election to do so, to make such repairs or perform such maintenance or maintenance on behalf of and for the account of LESSEE. If DISTRICT makes or causes any such repairs to be made or performed, as provided for herein, LESSEE shall pay the cost thereof to DISTRICT, as additional rent, promptly upon receipt of an invoice together with reasonable evidence of the cost therefore.

c) LESSEE will be responsible for paying on a monthly or quarterly basis all utility charges for electricity, telephone service, or any other utility used or consumed by LESSEE on the Leased Premises.

d) LESSEE will have the right to install utilities at LESSEE expense on the Leased Premises. DISTRICT hereby grants to Southern California Edison, a California publicly regulated private utility company ("SCE"), providing utility or similar services, including electrical power and telecommunications, to LESSEE an easement over the Property to the Leased Premises for the purpose of constructing, operating and maintaining such lines, wires, circuits and conduits, associated equipment cables and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Leased Premises. Upon LESSEES request, the DISTRICT will execute a separate recordable grant of easement provided by SCE evidencing this grant at no cost to the LESSEE or the service company.

7. Interference with Communications.

a) LESSEE agrees not to cause interference to the radio frequency communication operations of DISTRICT, DISTRICT's tenants or anyone holding an agreement with DISTRICT to operate on the Property, so long as equipment utilized in such operations is installed prior to the execution of this Lease.

b) After the execution of this Lease, DISTRICT shall not install or modify or permit the installation or modification of any equipment such that it will interfere with or restrict the operations of LESSEE. Such interference shall be deemed a material breach of this Lease by DISTRICT. Should DISTRICT have knowledge of any interference (actual or contemplated) or should any such interference occur, DISTRICT shall promptly take all necessary action, at no cost to LESSEE, to eliminate the cause of said interference, including, if necessary, removing, or causing any tenant to remove equipment creating said interference.

c) LESSEE shall operate its facility in compliance with all Federal Communications Commission ("FCC") regulations.

8. Taxes. If personal property taxes are assessed, LESSEE shall pay any portion of such taxes directly attributable to LESSEE's Facility. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and further agrees to pay any such obligation during the Term. The Property is and shall remain tax exempt so long as DISTRICT remains the owner of the Property.

9. Defaults and Termination.

a) This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition

or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided both DISTRICT and LESSEE shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and the cure commences within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion.

b) This Lease may also be terminated by LESSEE without further liability on thirty (30) days prior written notice (i) if LESSEE is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting LESSEE from installing, removing, replacing, maintaining or operating LESSEE's Facility or using the Leased Premises in the manner described in Section 2 above; or (ii) if LESSEE determines that the Leased Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength, coverage or interference.

c) DISTRICT shall have the right to terminate this Lease forthwith:

- i. In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LESSEE as a debtor.
- ii. In the event LESSEE's interest hereunder is assigned involuntarily or by operation of law for the benefit of creditors.
- iii. In the event of abandonment of the Leased Premises by LESSEE for more than ninety (90) consecutive days, and LESSEE's failure to place ad copy on the structure shall not be considered abandonment.
- iv. Without cause, upon providing LESSEE with sixty (60) days written notice.

d) Upon termination of this Agreement, DISTRICT may immediately enter and take possession of the Leased Premises.

10. Destruction of Leased Premises. If the Leased Premises or the LESSEE's Facility is destroyed or damaged, in LESSEE's judgment, to the extent that the Leased Premises or LESSEE's Facility are unusable by LESSEE for uses consistent with LESSEE's existing use immediately preceding such damage or destruction, DISTRICT shall make available to LESSEE within a reasonable amount of time a temporary site on the Property; provided such temporary site is available, is reasonably practicable and is reasonably acceptable to LESSEE. LESSEE may construct, operate and maintain LESSEE's Facility thereon until LESSEE's Facility are fully restored and operational on the Leased Premises. In the event a temporary site is not available and LESSEE is unable to operate LESSEE's Facility on the Property for uses consistent with LESSEE's existing use immediately preceding such damage or destruction, Rent shall abate in full until such time LESSEE Facility is fully restored and operational on the Leased Premises. Alternatively, LESSEE may elect to terminate this Lease as of the date of the damage or destruction by notifying DISTRICT in writing within thirty (30) days following the date that the parties have determined, in good faith, whether or not a reasonably practical and acceptable temporary site is available.

11. Condemnation. If DISTRICT receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the easements, DISTRICT will notify LESSEE of the proposed taking within five (5) days of receiving said notice and LESSEE will have the option to: (i) declare this Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and easements that will not be taken, in which event there shall be an equitable adjustment in Rent on

account of the portion of the Leased Premises and easements so taken. With either option LESSEE shall have the right to contest the taking and directly pursue an award.

12. Insurance. Without limiting or diminishing LESSEE's obligation to indemnify or hold the DISTRICT harmless, LESSEE shall carry and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the Term of this Lease. "DISTRICT", only as used in this Insurance Section, means the DISTRICT, its Agencies, Special DISTRICT's and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

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 accident/ per disease, per employee/ per disease, policy limits. To the extent permitted by law, the policy shall be endorsed to waive subrogation in favor of DISTRICT and include the DISTRICT as additional insureds.

b) Commercial General Liability: Commercial General Liability insurance coverage per ISO form CG 00 01 or equivalent, including, Leased Premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may be caused, in whole or in part, by LESSEE's performance of its obligations hereunder. The policy shall include DISTRICT as additional insured by endorsement as respects to this Agreement. Policy's limit of liability shall be \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be two (2) times the occurrence limit.

c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then LESSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount of \$1,000,000 per accident combined single limit. The policy shall include DISTRICT as additional insureds by endorsement as respects to this Agreement.

d) General Insurance Provisions – All lines:

i. Any insurance carrier providing insurance coverage hereunder shall be eligible in the State of California and have an A.M. BEST rating of not less than A-:VII. If the County Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

ii. The LESSEE must declare its insurance self-insured retention for each coverage required herein. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the County Risk Manager, LESSEE's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Lease with the DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

iii. LESSEE shall cause LESSEE's insurance carrier(s) to furnish DISTRICT with a properly executed original Certificate(s) of Insurance and copies of endorsements effecting coverage as required herein. Policies shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to cancellation, except for non-payment of premium. LESSEE will provide DISTRICT

written notice within five (5) days upon receipt of any notice of modification or reduction in policy limits or coverages affecting the requirements herein.

iv. In the event of cancellation, expiration or any required coverages not being replaced, this Lease shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverages set forth herein and the insurance required herein is in effect. LESSEE shall not commence operations until DISTRICT has been furnished original Certificate(s) of Insurance and copies of endorsements and all other attachments as required in this Section. Certificates of Insurance shall be completed and signed by the insured's broker authorized by the insured to bind coverage on its behalf.

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

vi. If during the Term of this Lease or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work, which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the Term of this Lease, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Section with 60 days advanced written notice to LESSEE, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by LESSEE has become inadequate.

vii. LESSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

viii. The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to DISTRICT.

ix. LESSEE agrees to notify DISTRICT of any notice of claim by a third party arising from LESSEE's tenancy pursuant to this Lease.

13. Assignment and Subleasing. LESSEE shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Lease or sublease the Leased Premises and its rights herein, in whole or in part, without DISTRICT's consent, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that LESSEE may assign or sublease without DISTRICT's consent its interest to its parent company or any of their respective subsidiaries or affiliates or to any of their respective successors-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease acknowledged by written notice to DISTRICT; and further provided, however, DISTRICT hereby agrees that its consent shall be deemed to have been given unless LESSEE receives written notice of DISTRICT's objection within thirty (30) days following DISTRICT's receipt of a request for consent pursuant to the terms of this Section 13. Upon written consent, or deemed consent, of DISTRICT of such third-party assignment, LESSEE will be relieved of all future performance, liabilities and obligations under this Lease. Assignee shall be bound to all of LESSEE's liabilities and obligations of this Lease. Notwithstanding anything in Section 13 to the contrary, LESSEE may mortgage or grant a security interest in this Lease and LESSEE's Facility, and may assign this Lease and LESSEE's Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, DISTRICT shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

14. Title and Quiet Enjoyment.

(a) DISTRICT represents and warrants that it has full right, power and authority to execute this Lease. DISTRICT further warrants that LESSEE shall have quiet enjoyment of the Leased Premises during the Term of this Lease or any renewal term. DISTRICT hereby represents and warrants that it has obtained all necessary approvals and consents and has taken all necessary action to enable DISTRICT to enter into this Lease and allow LESSEE to install and operate LESSEE's Facility on the Leased Premises, including, without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of DISTRICT's Property.

(b) LESSEE has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of LESSEE, such title report shows any defects of title or any liens or encumbrances which may adversely affect LESSEE's use of the Leased Premises, LESSEE shall have the right to terminate this Lease immediately upon written notice to DISTRICT.

15. Repairs. LESSEE shall not be required to make any repairs to the Leased Premises except for damages to the Leased Premises caused by LESSEE, its employees, agents, contractors or subcontractors.

16. Environmental. During the Term of this Lease 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 Leased Premises, in connection with LESSEE's operation thereon, including, but not limited to, soil and groundwater conditions. Further, LESSEE, its tenants, successors or assigns, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious of themselves or in combination with other materials (collectively, "hazardous materials") except for those contained in back-up power batteries (lead-acid batteries), fuel for the emergency generator and common materials used in telecommunications operations, e.g., cleaning solvents. LESSEE will treat all hazardous materials brought onto the Leased Premises by it in accordance with all federal, state and local laws and regulations. For the purpose of this Lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws. DISTRICT does not represent that the Leased Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, DISTRICT does not represent that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls ("PCB's"), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on the Leased Premises. DISTRICT agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within the Leased Premises in violation of any law or regulation. DISTRICT and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from any breach of any warranty or agreement contained in this paragraph.

17. Indemnity.

a) LESSEE shall indemnify and hold harmless DISTRICT, its Agencies, Special DISTRICTs and Departments, 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 whatsoever, based or asserted upon any services of LESSEE, its officers, employees, subtenants, agents or representatives arising out of or in any way relating to LESSEE's operations of LESSEE's Facility on the Leased Premises, 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 from this Lease, except in the event of Indemnitees' negligence, acts or omissions, or willful misconduct. LESSEE shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action as required herein.

b) 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 their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LESSEE's indemnification to Indemnitees as set forth herein.

c) LESSEE's obligation hereunder shall be satisfied when LESSEE has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

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

e) In the event there is conflict between this Section and California Civil Code Section 2782, this Section 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.

18. Limitation of Liability. Neither party shall be liable to the other, or any of their respective agents, representatives or employees, for any lost anticipatory profits, incidental, punitive, indirect, special or consequential damages, or loss of data, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. Notice. Notices shall be in writing and shall be delivered to the following:

LESSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CSL04985;
Cell Site Name: Oak Street Channel (CA)
Fixed Asset #: 10574388
1025 Lenox Park Boulevard NE, 3rd Floor
Atlanta, GA 30319

DISTRICT:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Yolanda King Wilder,
Principal Real Estate Services
951.955.1304
Yking@rivco.org

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Dept – Network Operations
Re: Cell Site #: CSL04985;
Cell Site Name: Oak Street Channel (CA)
Fixed Asset #: 10574388
208 S. Akard Street
Dallas, TX 75202-4206

Delivery of said notices as referenced above or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. Miscellaneous.

a) This Lease shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

b) If LESSEE is to pay Rent to a payee other than the DISTRICT, DISTRICT shall notify LESSEE of the payee's name and address in writing at least thirty (30) days before the next Rent payment due date. As a condition of payment to a party other than DISTRICT as directed by DISTRICT, DISTRICT agrees to provide to LESSEE a completed IRS Form W-9, or its equivalent and other reasonable documents requested by Tenant to effectuate the change in payment to such third party.

c) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

d) This Lease shall be governed under California law and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. 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 Lease 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.

e) This Lease constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth

herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

f) The submission of this Lease for examination does not constitute an offer to lease the Leased Premises and this Lease becomes effective only upon the full execution of this Lease by the parties. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease. The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

g) LESSEE has paid a one-time processing fee of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Processing Fee"), payable to DISTRICT for the benefit of the Riverside County Flood Control and Water Conservation DISTRICT.

21. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on Following Page]


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

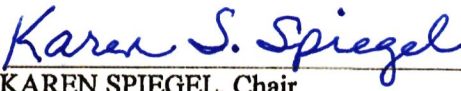
MAILING ADDRESS OF DISTRICT:

1995 Market Street
Riverside, CA 92501

DISTRICT
RECOMMENDED FOR APPROVAL

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

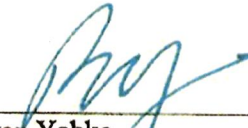
By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation DISTRICT Board of Supervisors

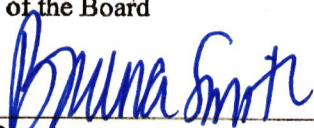
Date: 5/15/2023

Date: 5/23/23

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

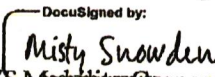
By: 
Ryan Yabko
Deputy County Counsel

By: 
Deputy

MAILING ADDRESS OF LESSEE:

1025 Lenox Park Boulevard NE
3rd Floor
Atlanta, GA 30319

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: 
Misty Snowden
By: AT&T Mobility Corporation
Its: Manager

By: _____
Misty Snowden

Its: _____
Area Manager Network Engineering

MAY 23 2023 11.7

EXHIBIT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

OAK STREET BASIN

Lease Area

APN: 112-310-002

In the City of Corona, County of Riverside, State of California, being that portion of Parcel 2070-101 as shown on that Record of Survey, filed in Book 64, Pages 75 through 79, inclusive, of Records of Surveys, records of said county, described as follows:

Beginning at the westerly terminus of that line cited as North 81°56'26" West 20.00 feet as shown on said Record of Survey;

Thence North 08°03'45" East 30.00 feet along the westerly line of said Parcel 2070-101 to a line parallel with and 30.00 feet northerly of that line cited as North 81°56'26" West 20.00 feet as shown on said Record of Survey;

Thence South 81°56'15" East 30.00 feet along said parallel line to a line parallel with and 30.00 feet easterly of said westerly line;

Thence North 08°03'45" East 9.85 feet along said parallel line to a line parallel with and 39.85 feet northerly of that line cited as North 81°56'26" West 20.00 feet as shown on said Record of Survey;

Thence South 81°56'15" East 38.16 feet along said parallel line;

Thence North 70°38'18" East 92.00 feet;

Thence South 12°05'40" East 87.59 feet to the easterly prolongation of that line cited as North 81°56'26" West 20.00 feet as shown on said Record of Survey;

Thence North 81°56'15" West 180.00 feet along said line to the **Point of Beginning**.

Containing 8,646 square feet / 0.198 acres more or less.

See Exhibit "B" attached hereto and made a part hereof.




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-1-22

EXHIBIT "B"

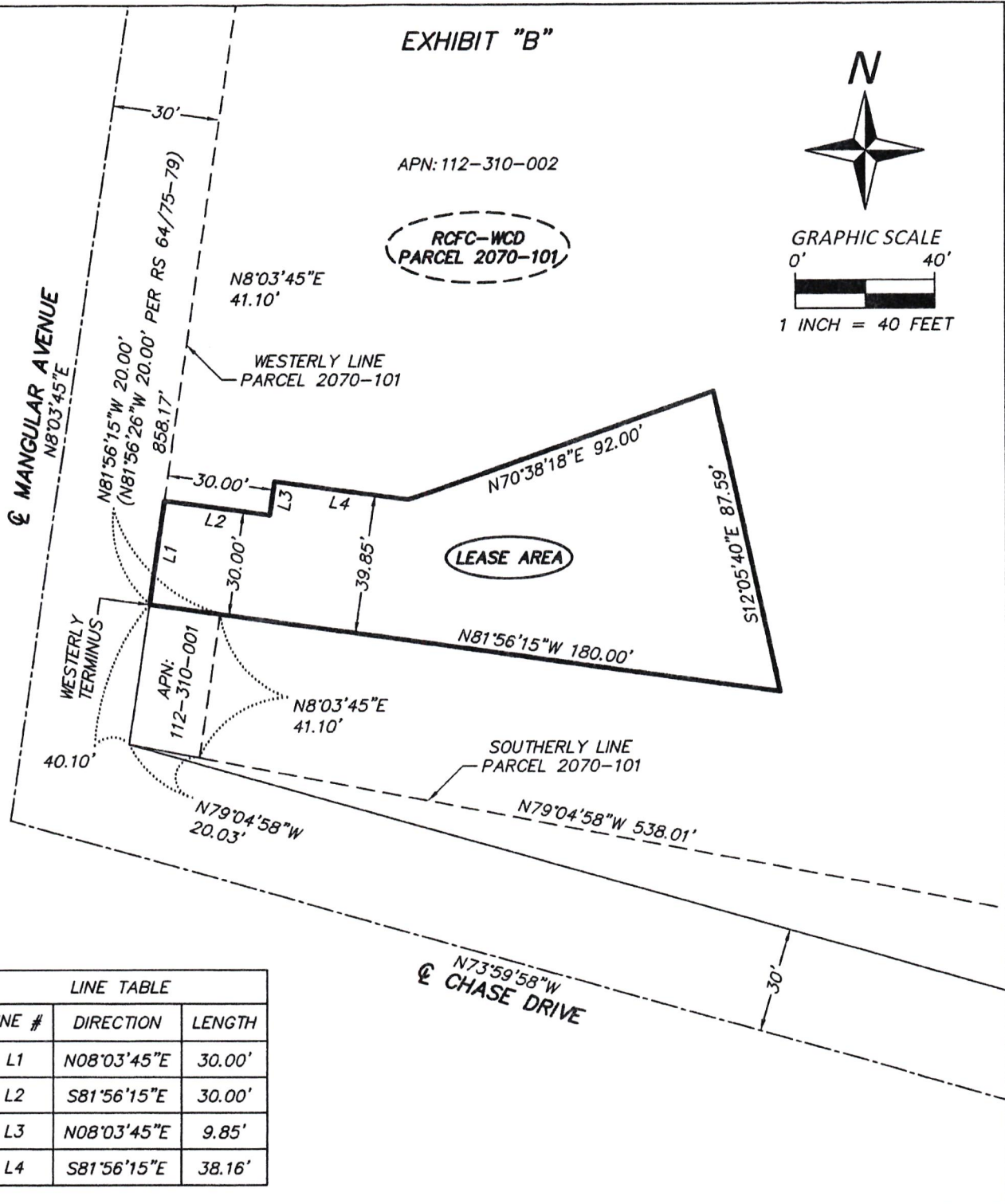
EXHIBIT "B"

APN: 112-310-002

RCFC-WCD
PARCEL 2070-101



GRAPHIC SCALE
0' 40'
1 INCH = 40 FEET



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N08°03'45"E	30.00'
L2	S81°56'15"E	30.00'
L3	N08°03'45"E	9.85'
L4	S81°56'15"E	38.16'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	OAK STREET BASIN	SCALE 1"=40'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	LEASE AREA	DATE 10/6/22	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	2-6-00071	SHEET NO. 1 OF 1	

EXHIBIT "C"

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Ontario	SERVICE ORDER TD2021355	SERIAL NO.	MAP SIZE
SCE Company		FIM 613-1590-0	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 112-310-002	VEGETATION & LAND MANAGEMENT	SLS/CG	02/15/23

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

Signature

Print Name

Title

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 _____ before me, _____, a Notary Public, personally

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this ____ day of _____, 20 ____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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 _____ before me, _____, a Notary Public, personally

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 2070-101, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 64, PAGES 75 THROUGH 79 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

STRIP #1 (4.00 FEET WIDE).

THE SOUTHERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF SAID PARCEL 2070-101, SHOWN ON SAID RECORD OF SURVEY AS HAVING A BEARING AND LENGTH OF "NORTH 81°56'26" WEST 20.00 FEET"; THENCE ALONG SAID CERTAIN COURSE AND ITS EASTERLY PROLONGATION, SOUTH 81°56'26" EAST 24.00 FEET TO A POINT OF ENDING.

STRIP #2 (10.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF SAID PARCEL 2070-101, SHOWN ON SAID RECORD OF SURVEY AS HAVING A BEARING AND LENGTH OF "NORTH 08°03'34" EAST 41.00 FEET"; THENCE ALONG SAID CERTAIN COURSE, SOUTH 08°03'34" WEST 4.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 81°56'26" EAST 10.73 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "A".

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE SOUTH 80°45'00" EAST 64.25 FEET; THENCE NORTH 35°12'00" EAST 40.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE EASTERLY LINE OF STRIP #2 DESCRIBED HEREINABOVE, AND TO JOIN AT THE ANGLE POINT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

Dated: Mar. 6, 2023



Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2023

EXHIBIT "B"



DETAIL "A"

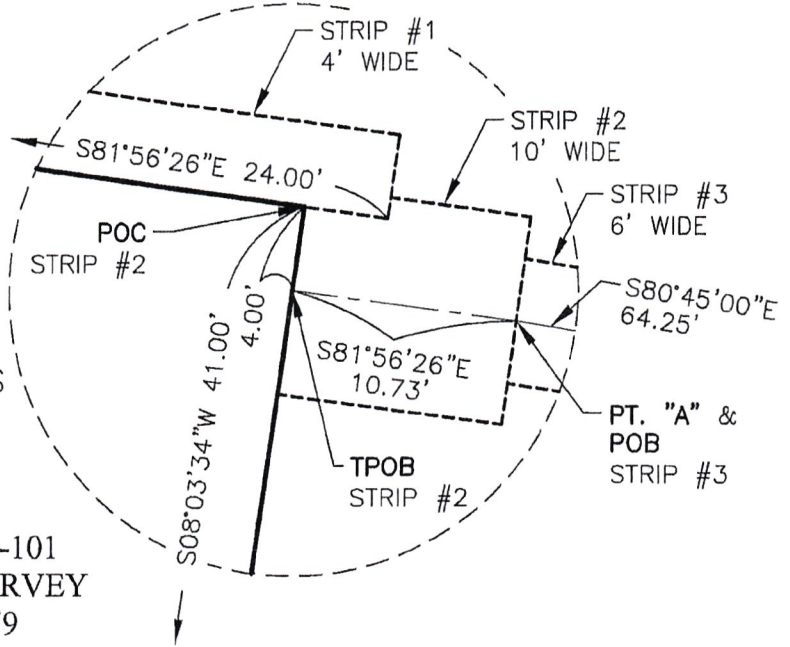
N.T.S.

MANGULAR AVENUE

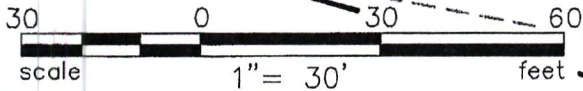
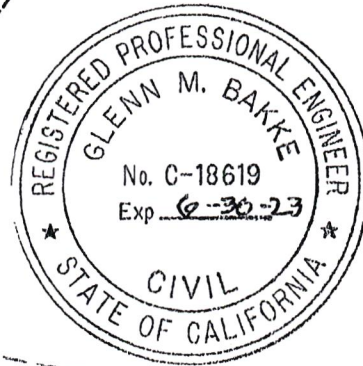
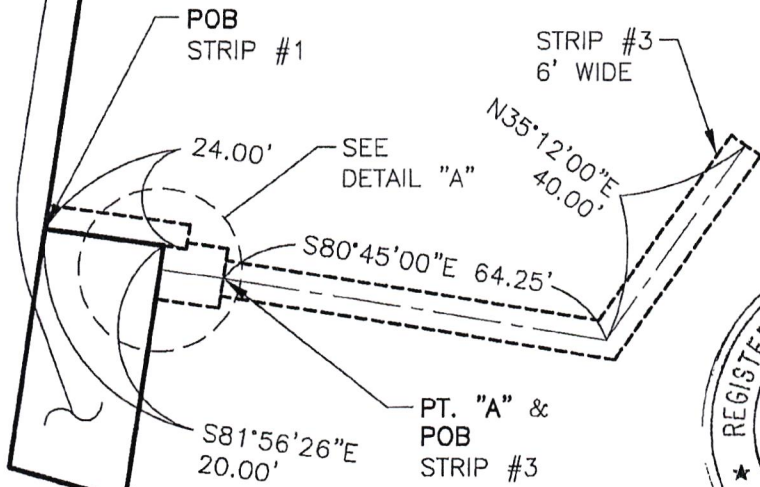
30'

POR. LOT 3
CORONA HEIGHTS
NUMBER 1
M.B. 7/29

PARCEL 2070-101
RECORD OF SURVEY
R.S. 64/75-79



POR. LOT 3
CORONA HEIGHTS
NUMBER 1
M.B. 7/29



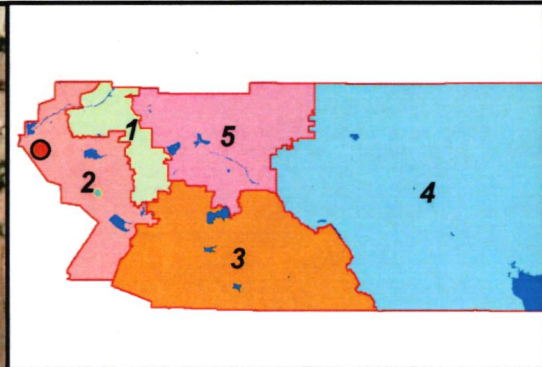
CHASE DRIVE

Dated Mar. 6, 2023

Glenn M Bakke
 Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-23

LEGEND

- DENOTES SCE EASEMENT AREA
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- POB = TRUE POINT OF BEGINNING

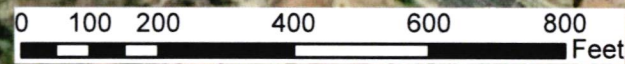


Legend

- Cell Tower
- Assessor Parcel
- RCFC Parcel
- Supervisorial District

Description

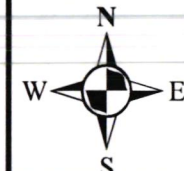
Lease Agreement with
 New Cingular Wireless, PCS LLC
 Subject Property APN 112-310-002
 RCFC Parcel 2070-101



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



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 Cell Tower Lease Agreement
 Assessor Parcel 112-310-002 RCFC Parcel 2070-101



Vicinity Map