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



ITEM: 3.11 (ID # 21433) MEETING DATE: Tuesday, January 30, 2024

FROM: FACILITIES MANAGEMENT AND OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND OFFICE OF ECONOMIC DEVELOPMENT: Approval of Telecommunications Ground Lease Agreement with New Cingular Wireless PCS, LLC, Cherry Valley, Five Year Ground Lease; California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 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;
- 2. Approve the attached Telecommunications Ground Lease between the County of Riverside, a political subdivision of the State of California, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, and authorize the Chairman of the Board to execute the same on behalf of the County;
- 3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
- 4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy

Suzanne Halland, Director of Office of Economic Development 12/14/2023 Rose Salgado, Director of Facilities Management 12/21/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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 Kimberly A. Rector
Absent: None Clerk of the Board

Date: January 30, 2024

xc: FM-RE, OED, Recorder

By: Many 1.

Deputy

SUBMITTAL TO THE BOARD 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				
SOURCE OF FUNDS	S:	Budget Adjus	Budget Adjustment: No				
		For Fiscal Ye	For Fiscal Year: 23/24 – 28/29				

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside owns and operates the Edward Dean Museum and Gardens located at 9401 Oak Glen Road, Cherry Valley, also identified by Assessor's Parcel Numbers 401-080-017 and 401-080-018 (Property). The Property is managed by the Riverside County Office of Economic Development and hosts a variety of special events and exhibitions for the community.

New Cingular Wireless PCS LLC., approached the County requesting a ground lease to accommodate the installation of a new cell tower which will provide improved services and connectivity to the surrounding community. The leased area and cell tower will be located away from the main event area of the Museum and will not interfere with its operations.

Pursuant to the California Environmental Quality Act (CEQA), the Ground Lease was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the Ground Lease, is the letting of property involving existing facilities.

Facilities Management-Real Estate (FM-RE) negotiated the terms on the attached Telecommunications Ground Lease Agreement (Ground Lease).

This is a revenue lease and is summarized below:

Lessee: New Cingular Wireless PCS, LLC

Premises: 9401 Oak Glen Road, Cherry Valley, California 92223

Assessor's Parcel Number 401-080-017

Size: 864 square feet

Term: Five (5) years, commencing upon full execution of agreement

Options: Four (4) extension options, five (5) years each, with notice to the

County at least 60 days prior to the expiration of the prior Term.

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

Rent: \$3.56 per square foot

\$3,078.90 per month \$36,946.80 per year

Annual

Escalator: Monthly rent shall be increased three percent (3%) on each anniversary

of the lease.

Utilities: Provided by Lessee

Maintenance: Provided by Lessee

Impact on Residents and Businesses

The proposed Ground Lease will enable New Cingular Wireless PCS, LLC to install a telecommunication tower that will provide improved telecommunication services for its customers in this region of the 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

The lease rate is deemed competitive based on the current real estate market.

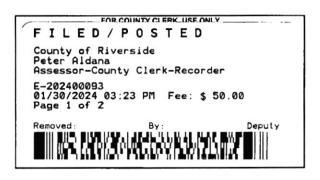
ATTACHMENT

- · Telecommunications Ground Lease Agreement
- Notice of Exemption
- Aerial

Veronica Santillan
Veronica Santillan
Veronica Santillan Principal Management Analyst 1/23/2024

Aaron Gettis, Deputy County Journel 1/19/2024

County of Riverside
Facilities Management
3450 14th Street, Second Floor, Riverside, CA



NOTICE OF EXEMPTION

March 15, 2023

Project Name: Edward Dean Museum and Gardens Ground Lease Agreement with New Cingular Wireless PCS, LLC at 9401 Oak Glen Road, Cherry Valley

Project Number: FM0411930444

Project Location: 9401 Oak Glen Road, north of Cherry Oak Road, Cherry Valley, California 92223 Assessor's Parcel Numbers (APNs): 401-080-017, 401-080-018

Description of Project: The County of Riverside owns and operated the Edward Dean Museum and Gardens located at 9401 Oak Glen Road, Cherry Valley, identified by APNs 401-080-017 and 401-080-018. The museum and property were deeded to the County of Riverside in 1964 and is overseen by the Riverside County Office of Economic Development.

New Cingular Wireless PCS, LLC approached the County requesting a ground lease to accommodate the installation of a telecommunication tower, which will provide cellular connectivity to the surrounding area. The ground lease area measures approximately 864 square feet. The Ground Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of the existing facility will occur. The operation of the facility will continue to serve as a County facility that provides public services. The Ground Lease will not result in an increase in capacity or the intensity of the use of the site. 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 California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption, Section 15303 New Construction or Conversion of Small Structures Exemption; and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15301, and 15303.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Ground Lease.

- Section 15301 Class 1 Existing Facilities Exemption: This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a new Ground Lease Agreement to provide communication services at an existing facility. The provision of these services wound not result in a change in the ongoing use, operation, and maintenance of the facility. No expansion of public services would be required to accommodate the leased area or resulting communication equipment. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15303 (c) -New Construction or Conversion of Small Structures: This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made. These activities are exempt if not involving the use of significant amounts of hazardous substances, public services and facilities are available, and the project site and surrounding area is not environmentally sensitive. The project would result in the installation of a new 864 square-foot area with a 70-foot communications tower on an existing developed site. The location is under 10,000 square feet, and consistent with the public facility zoning. The operation of the communications site is not located in an environmentally sensitive area and the operation of the equipment would not result in the use of a significant amount of hazardous substances and would provide public services at the facility. The location is within the center of a developed site, that has overhead power lines, large mature trees adjacent to the existing parking lot. The area would be screened, the tower is designed to resemble a tree, and would not obstruct any scenic views or scenic resources or other environmental effects. Therefore, the project is exempt as the project meets the scope and intent of the Categorical Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Ground Lease which will result in the installation of a 864-square foot communications site is in an already developed area, and is not located in a sensitive environment; would not contribute to a cumulatively significant impact; would not result in a significant effect due to unusual circumstances; would not affect scenic resources within a scenic highway; is not located on a listed hazardous materials site; and would not affect historic resources. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:	Mal The	Date:	3-16-2023	
	Mike Sullivan Senior Environmental Planner			

County of Riverside, Facilities Management

Telecommunications Ground Lease Agreement

LESSOR: County of Riverside

LESSEE: New Cingular Wireless PCS, LLC

Lessee Site CSL00343 / FA# 13025607

Edward Dean Museum and Gardens, Riverside County

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PREAMBLE

This Telecommunications Ground Lease Agreement, hereinafter referred to as the "Agreement" dated as of the latter of the signature dates below (the "Effective Date"), is entered into by and between the COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "LESSOR" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, hereinafter referred to as "LESSEE". It is hereby agreed as follows:

1. Property and Premises

COUNTY is the owner of the real estate commonly known as the Edward Dean Museum and Gardens at 9401 Oak Glen Road, Cherry Valley, CA 92223 with Assessor's Parcel Numbers 401-080-017 and 401-080-018 ("Property") as described on attached Exhibit "A". Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's Property depicted and described in Exhibit "B", consisting of ground and aerial space for the tower and equipment area measuring approximately 864 square feet including all applicable easements for antenna lines and utilities as depicted and described in Exhibit "C" (collectively, the "Premises").

2. Use

The Premises may be used by LESSEE for any lawful activity in connection with the provision of communications services, including without limitation, the transmission and the reception of communications signals on various frequencies and the construction, maintenance, repair, replacement, upgrade 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.

3. Term

- a. The initial term of this Agreement ("Initial Term") shall be five (5) years commencing on the Effective Date.
- b. LESSEE shall have the right to renew this Agreement for four (4) additional five (5) year terms (each a "Renewal Term"), provided Lessee notifies County in writing of its intention to extend this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and the Renewal Term, if any, shall be collectively referred to as the "Term." In no case shall any further extensions be granted without the approval of the Riverside County Board of Supervisors.

4. Holding Over

Any holding over by LESSEE after the termination or expiration of this Agreement shall constitute a month-to-month tenancy and shall be charged at a rate of the last Rent paid before the expiration or termination of the Agreement, and all other terms and conditions of this Agreement shall remain in full force and effect.

5. Rent

- a. Commencing on the first day of the month after the COUNTY has approved all required permits and approvals for LESSEE to start construction of the LESSEE's Facilities ("Rent Commencement Date"), LESSEE shall pay COUNTY, as rent, the sum of Three Thousand Seventy-Eight Dollars and Ninety Cents (\$3,078.90) ("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 25 of this Agreement. COUNTY and LESSEE acknowledge the initial payment of Rent for the first and second months will not actually be sent until up to 60 days following the Rent Commencement Date. In any partial month occurring after the Rent Commencement Date, Rent will be prorated.
- b. On the anniversary of the Rent Commencement Date during the Initial Term, and each year thereafter, including throughout any Renewal Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

6. Improvements; Access

- a. LESSEE has the right to construct, maintain, install, repair, replace, upgrade 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 Exhibit "B" 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 ninety (90) 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 LESSEE's Facilities 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. All access to the Premises by LESSEE shall be subject to, and conducted in accordance with, the ingress and egress procedures set forth in Exhibit "D" to this Agreement, which is attached hereto and incorporated herein by reference.
- 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.

7. 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 Property & Premises, any personnel, including contractors, observed working in violation of the requirements of Exhibit D-1, attached hereto and incorporated herein by reference.

8. 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.
- LESSEE shall, upon receipt of no less than seventy-two (72) hours prior, written notice and in the presence of a Lessee representative, permit COUNTY, or its authorized representatives, to enter the Premises at all times during usual business hours (identified as Monday through Friday between the hours of 8:00am and 4:00pm) 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.

9. Change in Equipment

LESSEE shall not cause or permit any change of any equipment installed by LESSEE pursuant to this Agreement which materially and adversely affects the aesthetic appearance of Lessee's Facilities, as initially approved by County hereunder, when viewed by the general public from areas which are readily accessible to the general public at street level and in the immediate vicinity of the Premises, 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. Upon notification of County's written consent pursuant to this Section 9, Lessee shall notify Edward Dean staff at the address included in Section 25 below. Notwithstanding the foregoing, Lessee shall, upon notice to County, be permitted to perform equipment replacements with equipment that is of a "like kind" or substantially similar in nature. Further, in no event shall Lessee be required to obtain County's approval for any equipment changes or improvements within the footprint of the Premises leased to Lessee, or for any other changes or improvements which do not materially and adversely affect the aesthetic appearance of Lessee's Facilities initially approved by County hereunder, when viewed by the general public from areas which are readily accessible to the general public at street level and in the immediate vicinity of the Premises. For those alterations or improvements requiring County permits, entitlements, or approvals, in no event shall Lessor condition any such approvals on any increase in Rent or any other direct or indirect costs or fees to Lessee under this Agreement.

10. Equipment Installation by LESSEE

- a. LESSEE shall have the right, but not the obligation, at any time following the Effective Date of this Agreement, to enter the Premises, provided that the Site Access provisions Per Exhibit D 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 operations.
- b. Starting on the Effective Date of this Agreement, LESSEE has the right to install, maintain, repair, replace, modernize, and operate LESSEE's Facilities on the Premises in compliance with the terms of this Agreement.
- 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 Edward Dean staff for review and approval, which shall not be unreasonably withheld, conditioned or delayed, for installation within 90 (ninety) days after equipment installation is completed.
- d. Prior to any 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 approved by COUNTY. Notwithstanding the foregoing, COUNTY shall not be entitled to additional consideration in connection with reviewing any such constructions drawings.

11. Disposition of LESSEE's Equipment

- a. During the Term of this Agreement, all wires, equipment, and other personal property placed on within the Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense, within ninety (90) days after expiration or termination of LESSEE's tenancy.
- b. Should LESSEE fail to remove said equipment and personal property within ninety (90) 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 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.

12. Contract Support

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

13. 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.
- b. LESSEE shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of LESSEE's Facilities.

14. FCC Licenses

LESSEE represents that it previously has 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 ensure the licenses are kept current including updating any contact information contained in the FCC licenses.

15. Interference

a. LESSEE agrees to operate within its respective licensed frequencies and not cause interference to the radio frequency communication operations of LESSOR, LESSOR's tenants, or anyone holding an agreement with LESSOR to operate on the Property so long as equipment utilized in such operations is installed in accordance with applicable laws and regulations prior to the execution of this Agreement and so long as any such pre-existing radio frequency communication operators continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

- b. In the event LESSEE installs or operates its equipment in violation of Paragraph 15.a. above, LESSEE shall, at its sole cost and expense, cease the interfering installation or operation or reduce power until such interference is corrected. 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, LESSEE will cease operations of the equipment causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- c. After the execution of this Agreement, LESSOR shall not install or modify, or permit the installation or modification of, any equipment within the Property such that it will materially and adversely interfere with or in any way restrict the operations of LESSEE. Such interference shall be deemed a material breach of this Agreement by LESSOR. Should LESSOR have knowledge of any interference (actual or contemplated) or should any such interference occur, LESSOR shall promptly take all reasonably necessary action, at no cost to LESSEE, to eliminate the cause of said interference within seventy-two (72) hours, including, if necessary removing, or providing notice to any tenant to remove, equipment creating said interference. In the event any such interference does not cease within the aforementioned cure period, LESSOR shall take all reasonably necessary actions to cause the cessation of operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- d. COUNTY shall require compliance with provisions substantially the same as in this Paragraph 15 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 which pre-dates Lessee's installation, 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. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the LESSEE's Facilities.

16. 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 applicable required fire, safety and construction standards applicable to such installation by the COUNTY as required by state, federal, or local law.

17. 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.

18. Permits, Licenses and Taxes

- a. LESSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain to lawfully undertake any work to be performed pursuant to this Agreement, and LESSEE shall pay for all required fees and taxes in connection therewith. 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. 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. 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.

19. 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 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.

20. Binding on Successors

LESSEE and 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.

21. 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.

22. 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.

23. 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.

24. Attorneys' Fees

In the event of any litigation 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.

25. 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):

LESSOR

County of Riverside Facilities Management – Real Estate Division 3450 14th Street, Suite 200 Riverside, CA 92501

Attn: Deputy Director – Real Estate Telephone: (951)955-4820

FM-Leasing@rivco.org

With a copy to:

Edward-Dean Museum

9401 Oak Glen Road

Cherry Valley, CA 92223 Telephone: (951)766-2522 Email: bizinfo@rivco.org

LESSEE:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: CSL00343; Cell Site Name: Edward Dean Museum (CA)

Fixed Asset #: 13025607

1025 Lenox Park Blvd NE, 3rd Floor

Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Dept - Network Operations

Re: Cell Site #: CSL00343; Cell Site Name: Edward Dean Museum (CA)

Fixed Asset #: 13025607 208 S. Akard Street Dallas, TX 75202-4206

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

26. COUNTY's Representative

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

27. Termination

- (a) This Agreement, 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 thirty (30) days of receipt of written notice of default, provided, both Lessor and Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the cure commences within the thirty (30) day period and the party thereafter continuously and diligently pursues the cure to completion. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor or Lessee, as the case may be.
- (b) This Agreement may also be terminated by Lessee without further liability on sixty (60) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or zoning approval from any governmental authority, thus, limiting in any way Lessee from installing, removing, replacing, maintaining, upgrading or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above, or if Lessee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

28. 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 thirty (30) 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.

29. 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.

30. 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.

31. 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 insurance coverages set forth in this Section 31 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 included by endorsement 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. To the extent permitted by law, 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 CG 00 01 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 by blanket additional insured endorsement with respect to 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).
- 2) LESSEE shall cause LESSEE's insurance broker 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 that is not replaced.
- 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 by written request to LESSEE, LESSEE shall make its policies available for review by the COUNTY at a local LESSEE office in the presence of a LESSEE Risk Management representative subject to the COUNTY first executing LESSEE's standard non-disclosure agreement. The policy review is limited to no more than three days during a consecutive six-month period and upon completion of the review no copies will be made, and all policies will be returned to LESSEE's Corporate Risk

Management Department. LESSEE shall provide an ACORD form certificate of insurance completed and signed by the insured's broker authorized by the insured to bind coverage on its behalf.

- 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 upon providing LESSEE with at least sixty (60) days prior written notice, 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.
- 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.

32. 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 compliant manner, and assumes full responsibilities for such materials use by LESSEE within the Premises.

33. Hold Harmless

(a) 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 permitted by law 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.

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

34. 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, conditioned or delayed; 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.

35. 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, 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 reasonably necessary to conduct any improvements, repairs, maintenance, or changes in equipment contemplated in this Agreement. 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, codified as 42 U.S.C. Section 6901, et seq., 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, codified as 42 U.S.C. Section 9601, et seq., and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), California Code of Regulations, Title 27, Section 25102, et seq., as amended from time to time, and regulations promulgated thereunder; (c) any "acutely hazardous waste," "extremely hazardous waste," or "hazardous waste" as defined in Chapter 6.5, Article 2 of the California Health and Safety Code, Section 25110, et seq., (d) any oil, petroleum products and their by-products; and (e) 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 therefor, 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 by LESSEE solely as a result of LESSEE's actions or the actions of LESSEE's agents, employees, contractors or invitees.

36. 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.

37. 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.

38. 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 15, "Interference."

39. 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 their respective property located at the Premises unless said loss or damage is caused by the negligent or intentional act of the other party, as the case may be.

40. 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 begin on next 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

By: Chuck Washington, Chair, Board of Supervisors

LESSEE:

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

By: AT&T Mobility Corporation

Its: Manager

Name:

7/12/23

ATTEST:

Kimberly A. Rector Clerk of the Board

Deputy

APPROVED AS TO FORM:

Minh C, Tran, County Counsel

By;

Braden Holly

Deputy County Counsel

Exhibit A Legal Description and Depiction of Property

Parcel 1:

Beginning at the Southerly corner of said Lot 2 of said tract; thence Northwesterly along the Southwesterly line thereof, North 44° 18′ 30 " West, 160 feet thence North 50° 49′ 30" West, 300.05 feet; North 42° 16′ 30 " West, 234.10 feet to the Westerly corner of said Lot 2; thence North 52° 20 " East, 340 feet to the Northly corner of said Lot 2; thence South 9° 57′ 30 " Est along a line between said Lots 2 & 1, 131.42 feet; thence South 51° 15′ 40 " East, across said Lot 1 and crossing said line between Lots 1 & 2, 459.81 feet to a point in the Southeasterly line of said Lot 2, distant South 45° 41′ 30 " West, 19 feet from the Easterly corner of said Lot 2; thence South 45° 41′ 30 " West, along said Southeasterly line of Lot 2, 281 feet to point of beginning.

APN Number:

401-080-018

Parcel 2:

Beginning at a point on the East Line of West half of West half of East half of said Section, which bears North 0 ° 59 ' East, formerly recorded North 0 ° 58 ' 50 " East, 776.31 feet from the Northeast corner of Lot 1 of Bonita Vista Rancho Unit No. 1 as shown by Map on file in Book 22 pages 84 and 85 of Maps, Riverside County Records; thence South 0 ' 59 ' West, (formerly recorded South 0° 58 ' 50 " West) along the East line of West half of West half of East half of said Section, 776.31 feet to said Northeast corner of Lot 1 of Bonita Vista Rancho Unit No. 1; thence South 73° 18 ' 30 " West along the Northerly line of said Lot 1, 739.22 Feet to the Northwesterly corner thereof; thence North 9° 57 ' 30 " West along the Northeasterly line of Lot 2 of said Bonita Vista Rancho Unit no 1, 25.12 feet to the most Northerly corner of said Lot 2; thence North 20° 00 ' East , 789.90 feet; thence North 64° 00 ' East, 504.00 feet to the point of beginning;

APN Number:

401-080-017

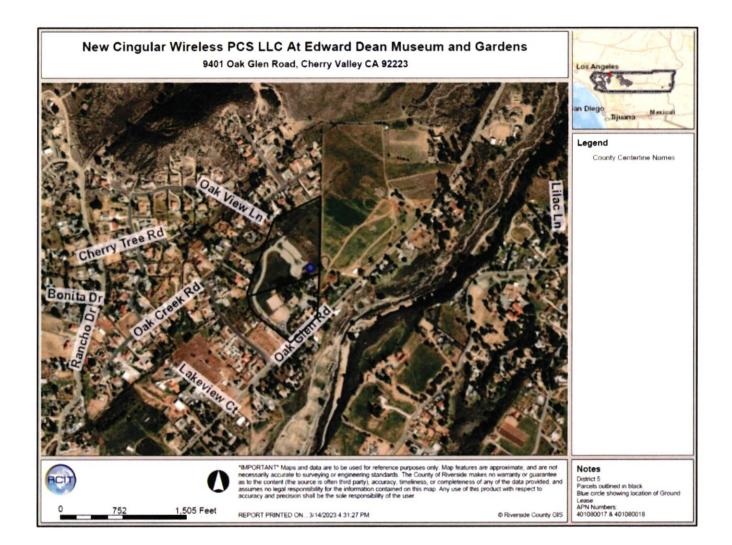


Exhibit B Lessee's Faciltiies on Premises and Description of Premises

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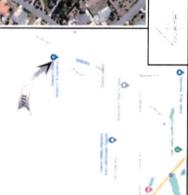
SITE NAME: EDWARD DEAN MUSEUM SITE NUMBER: CSL00343 - NSB

FA#: 13025607

CHERRY VALLEY, CA 92223 9401 OAK GLEN ROAD USID#: 314210



VICINITY MAP



SITE INFORMATION

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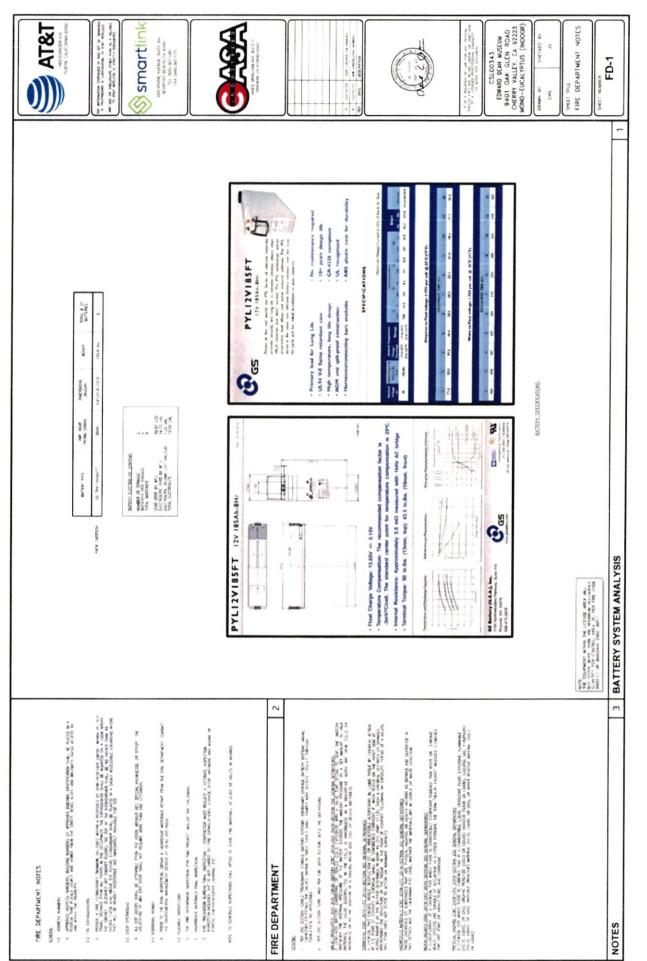
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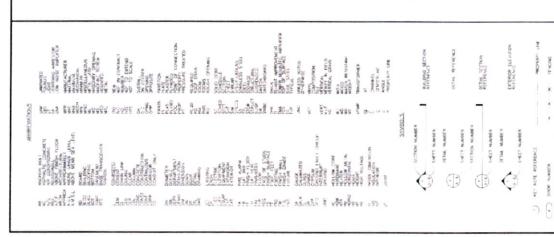
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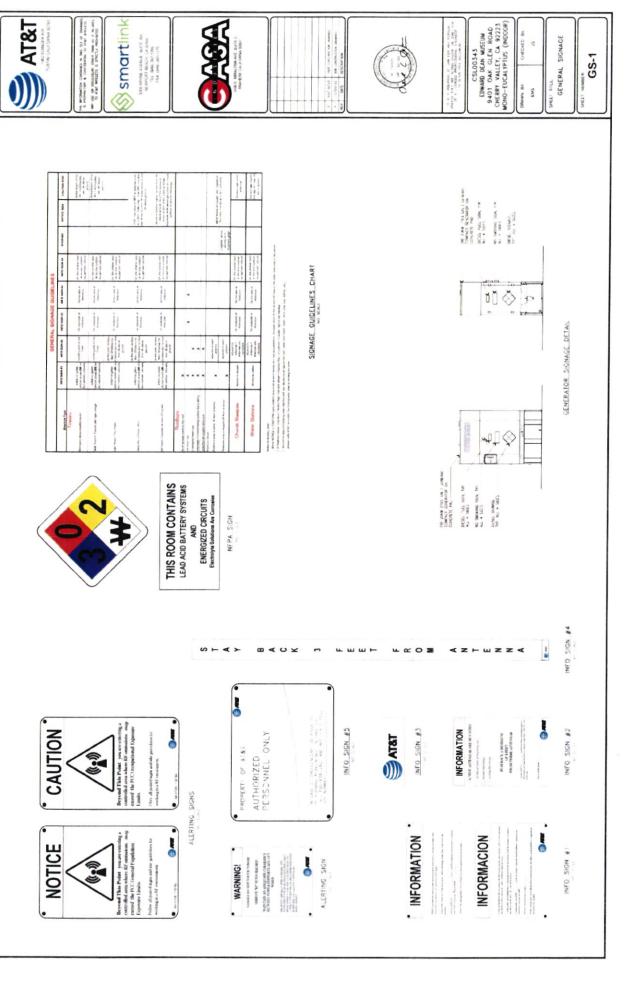
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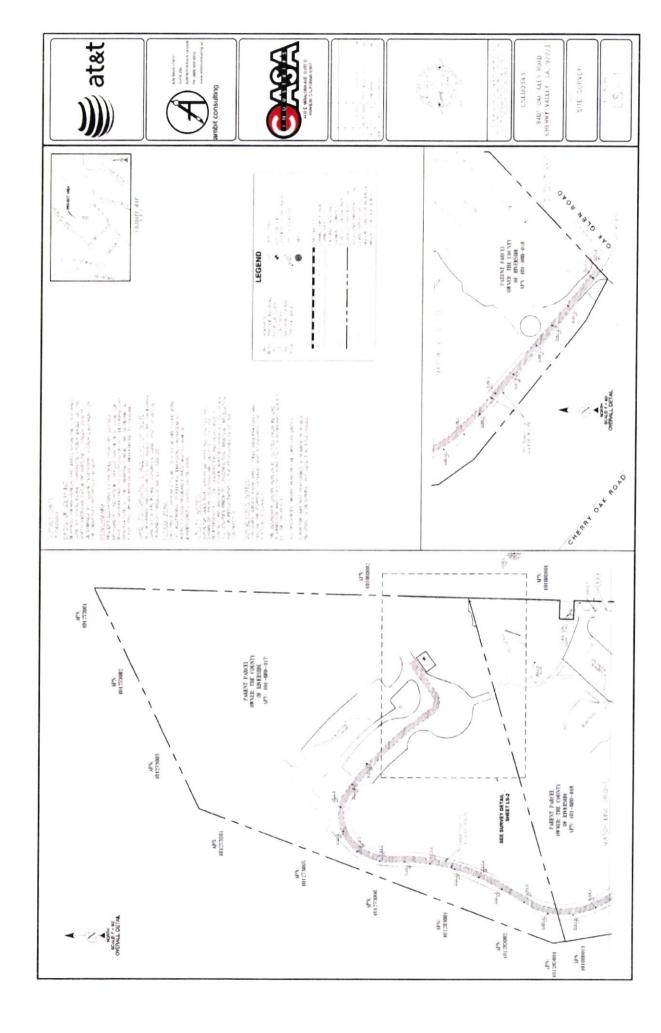
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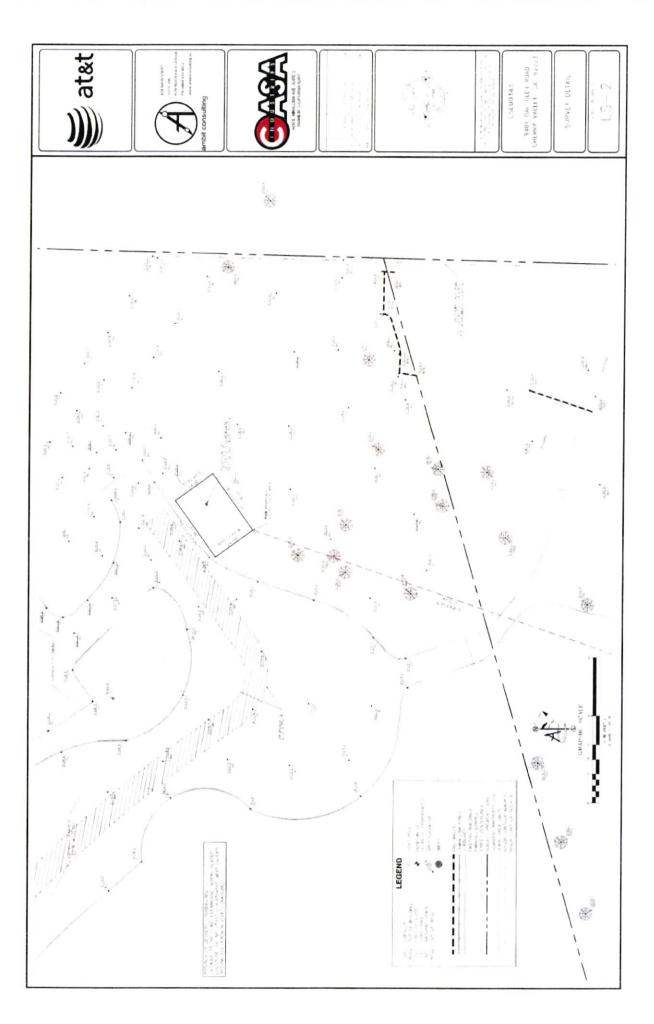
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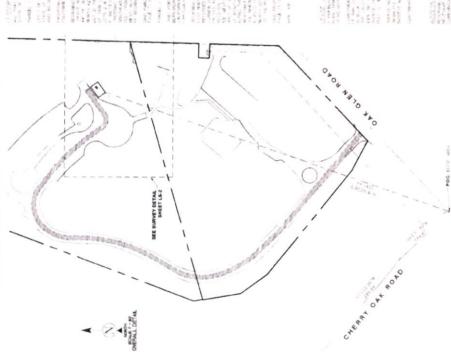
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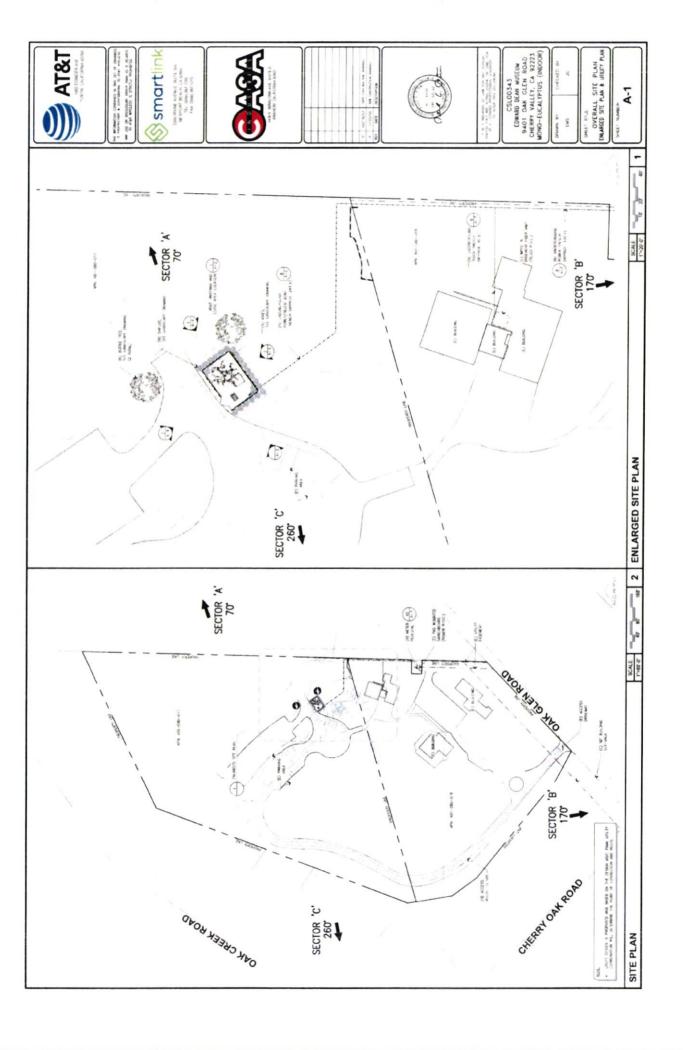
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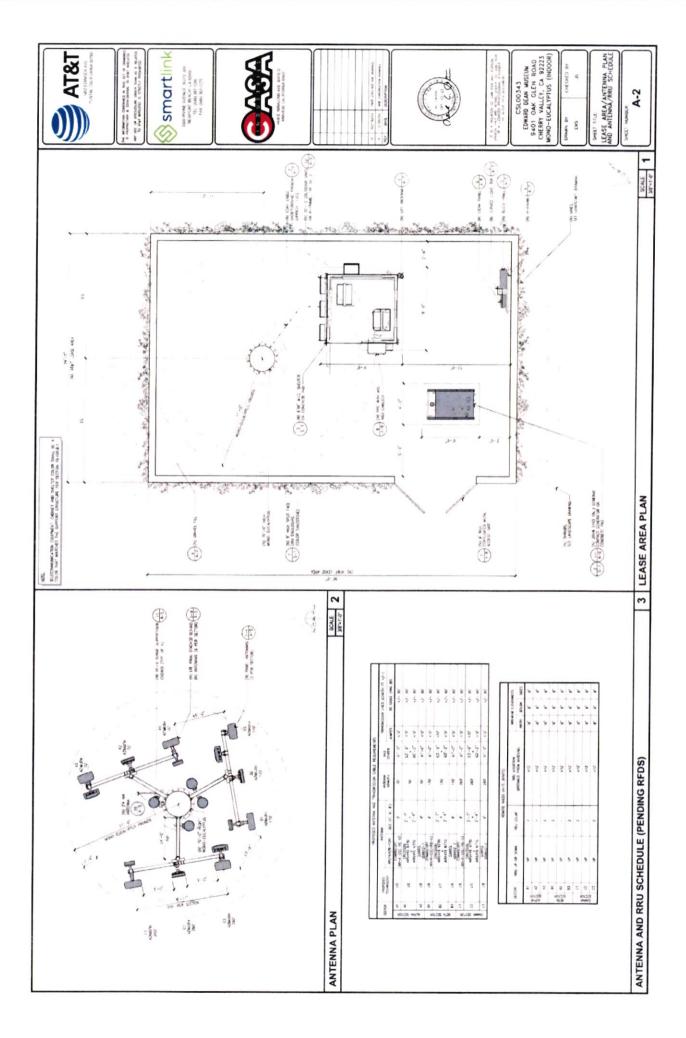
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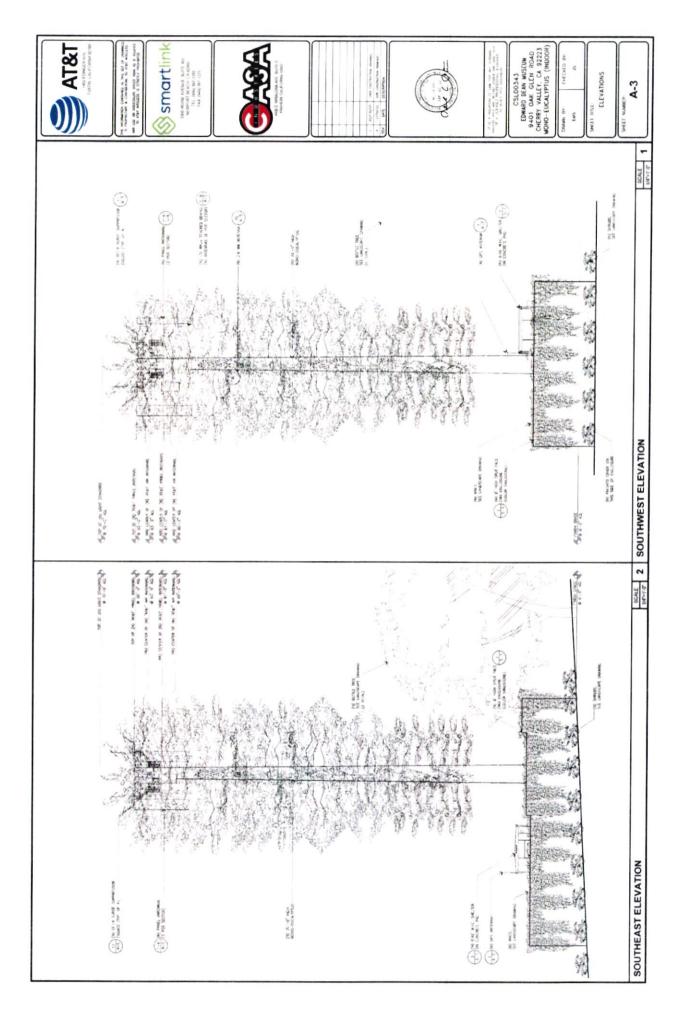
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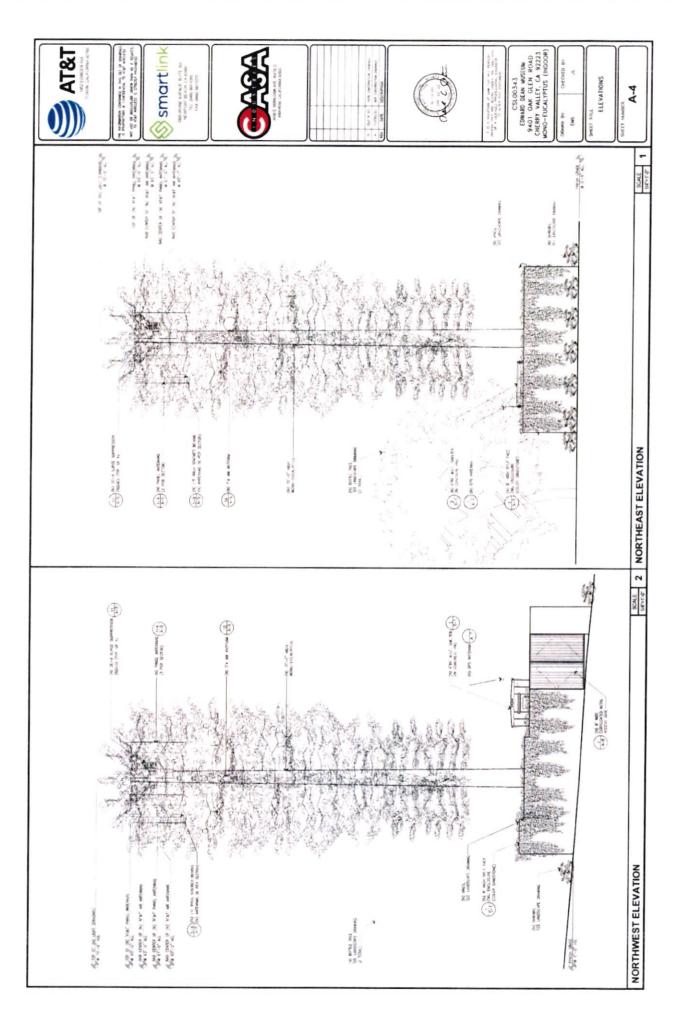
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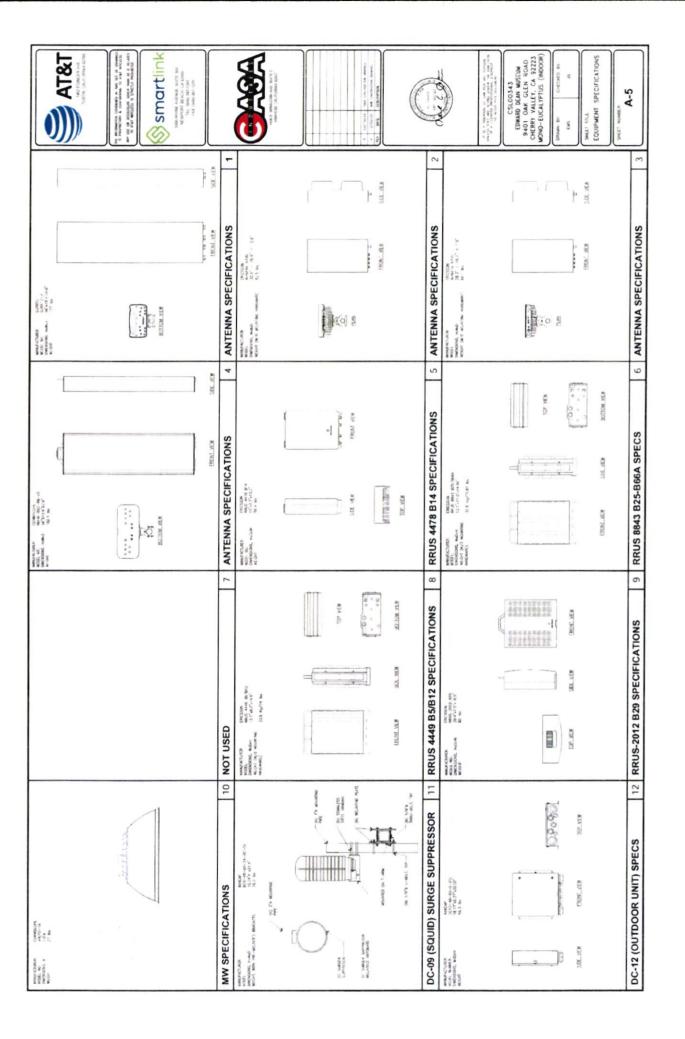
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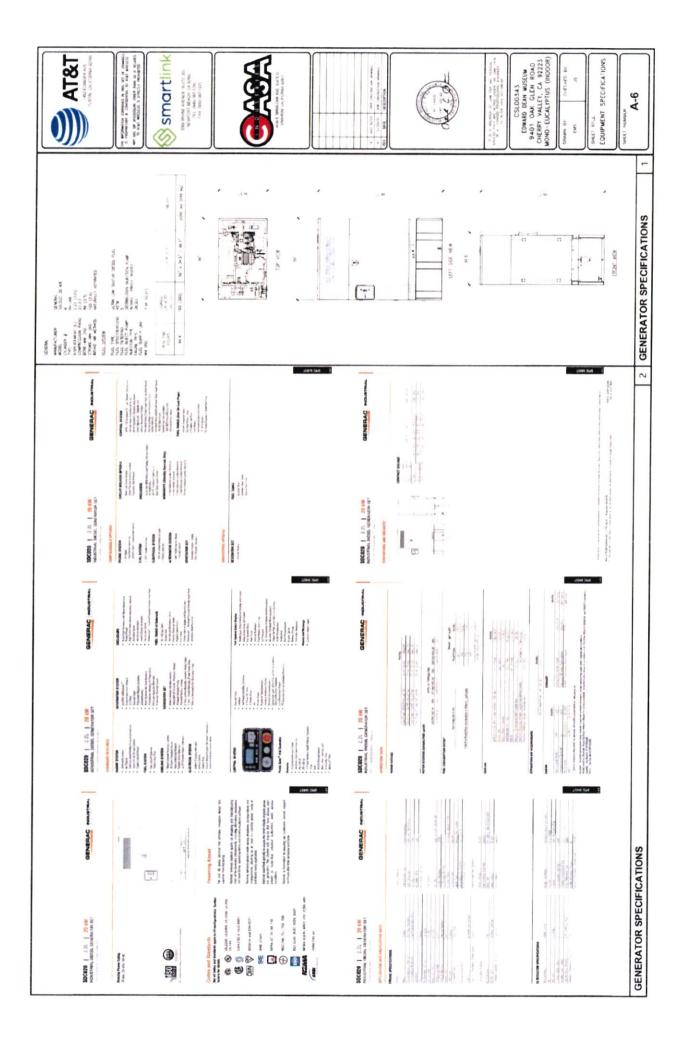


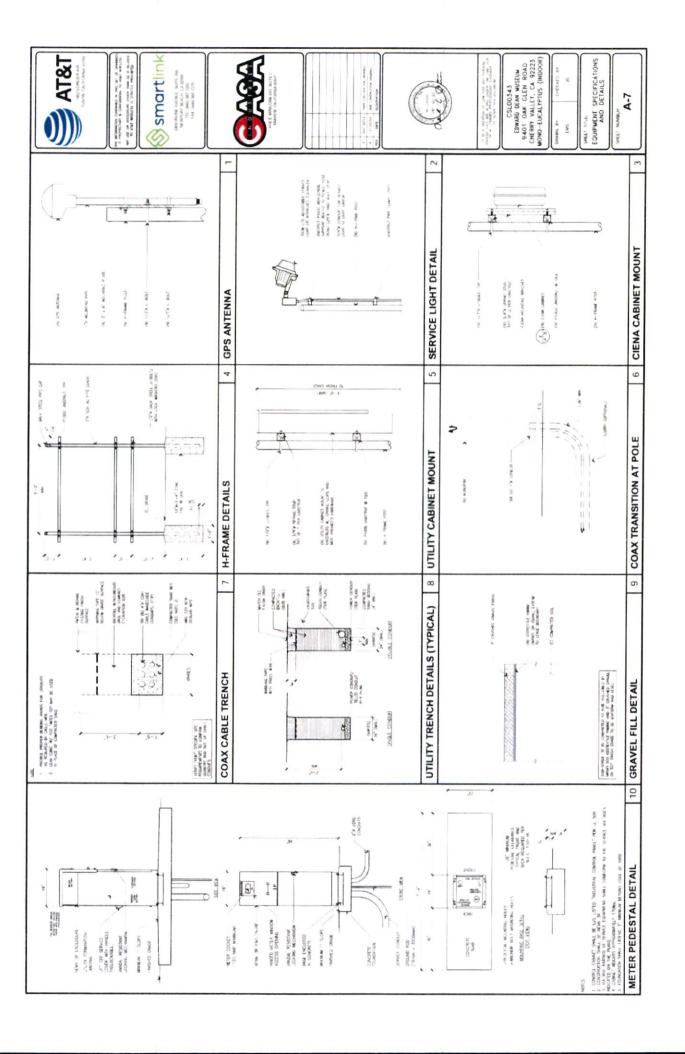


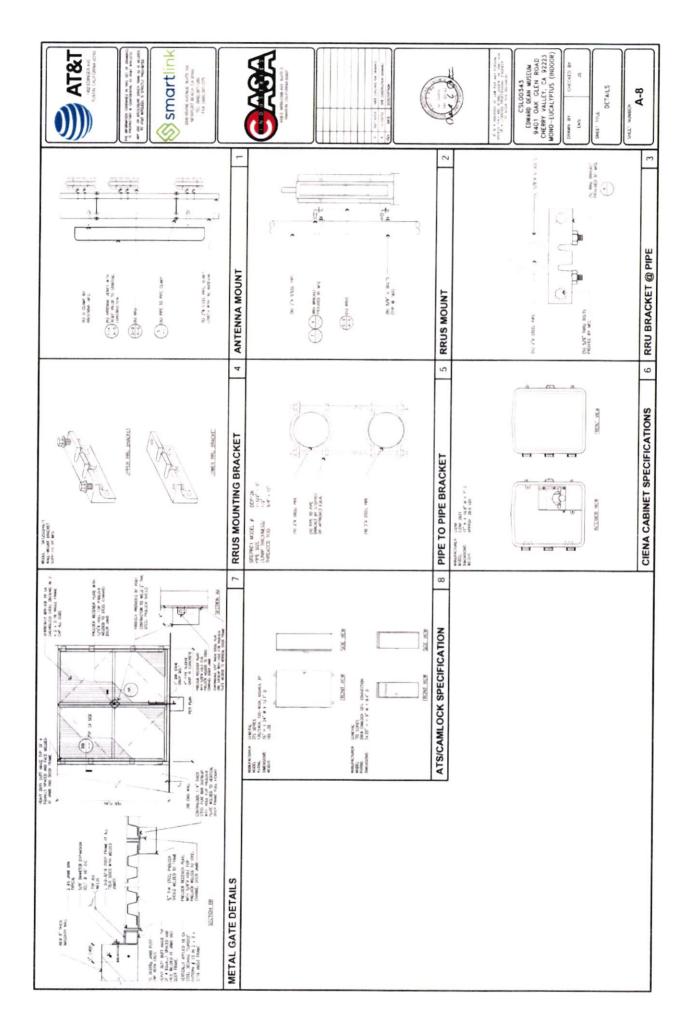


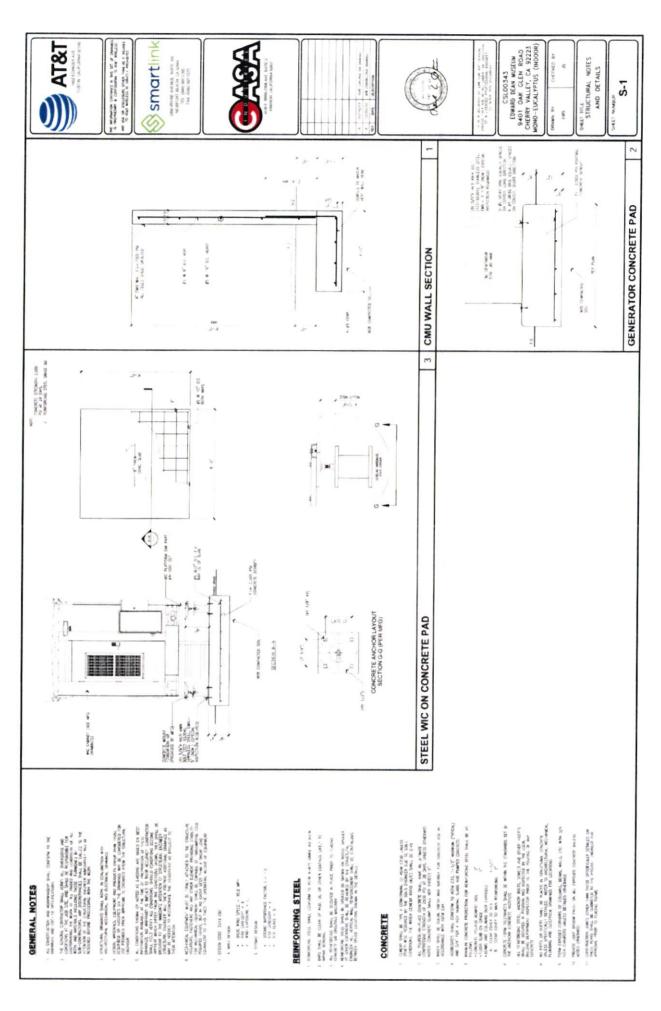


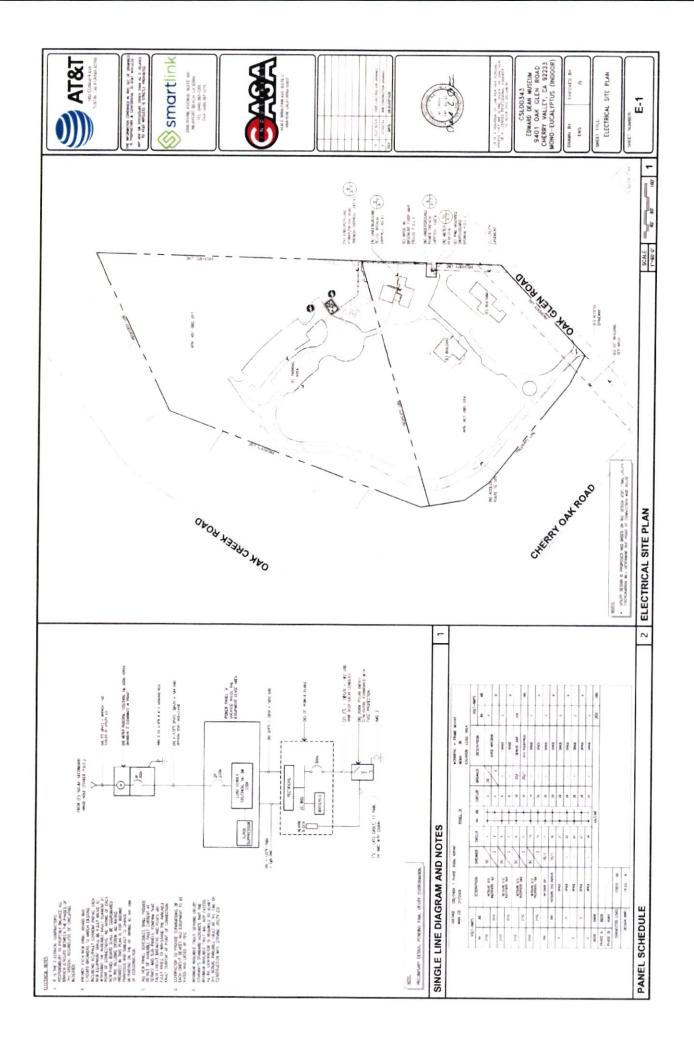


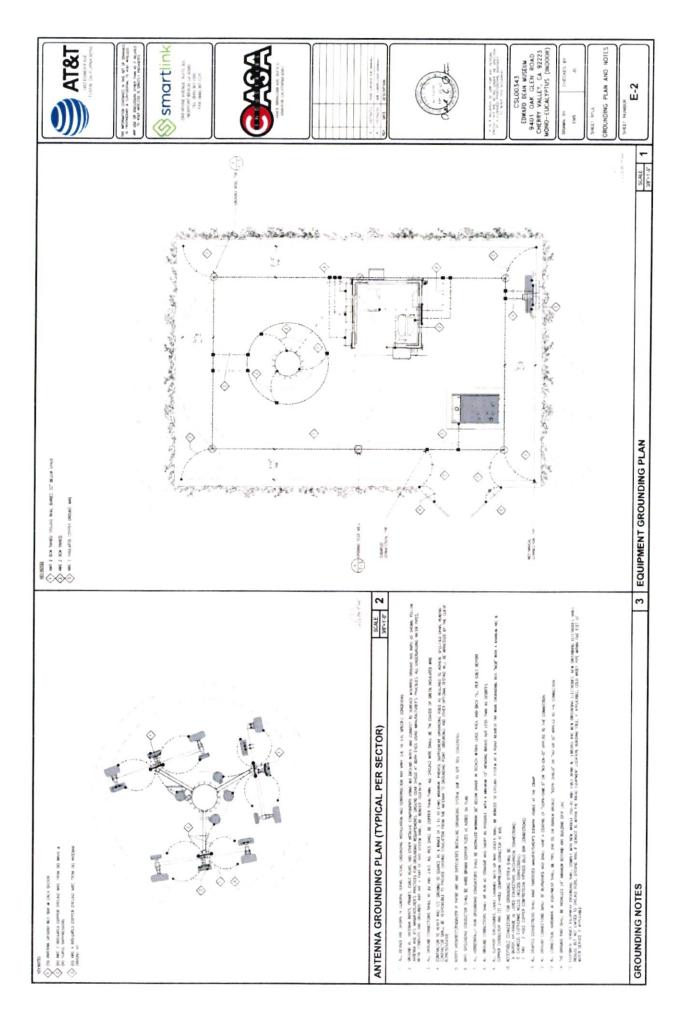


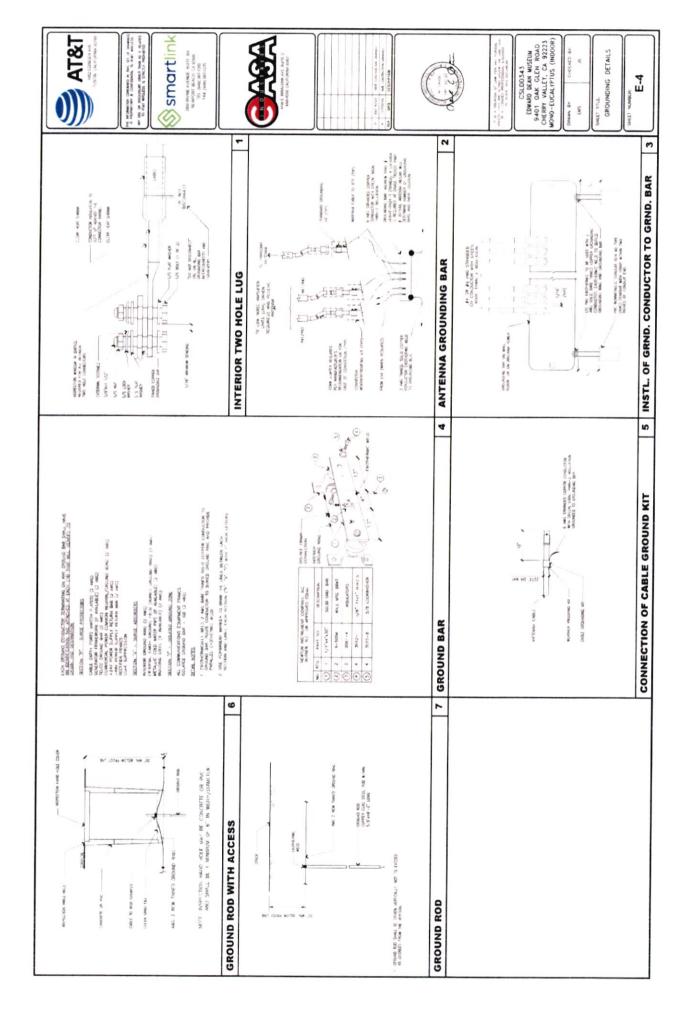


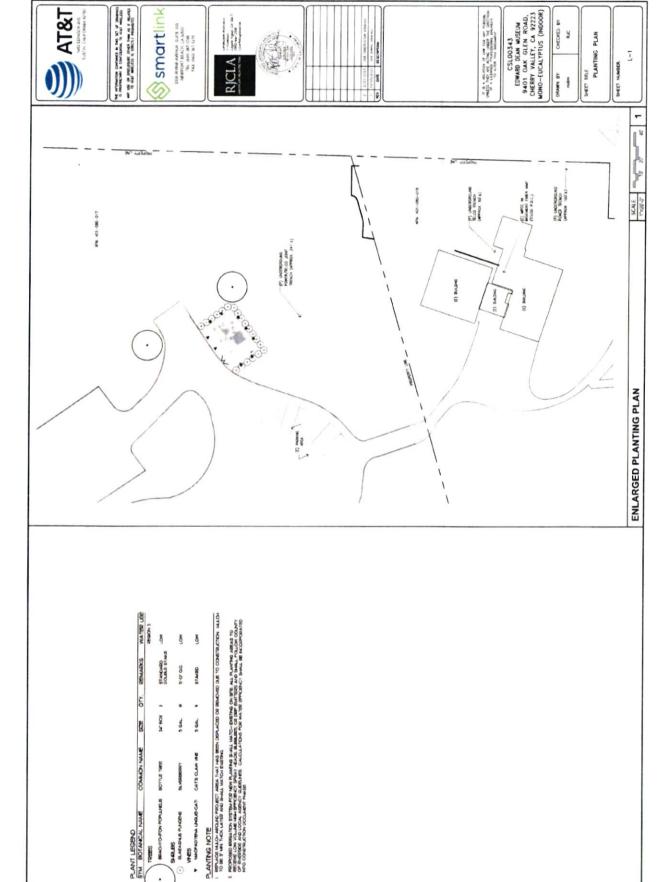


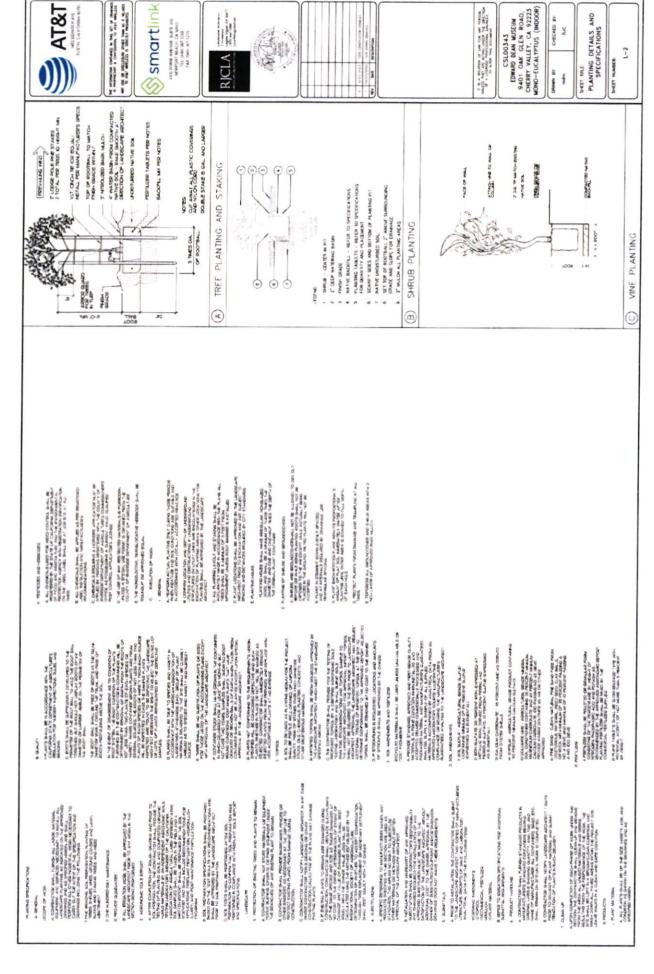










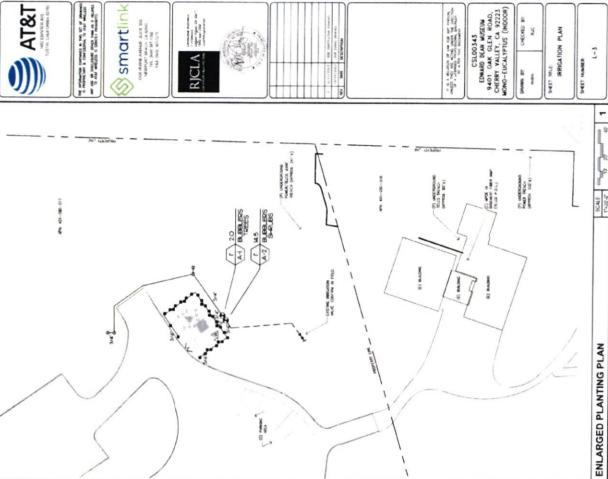


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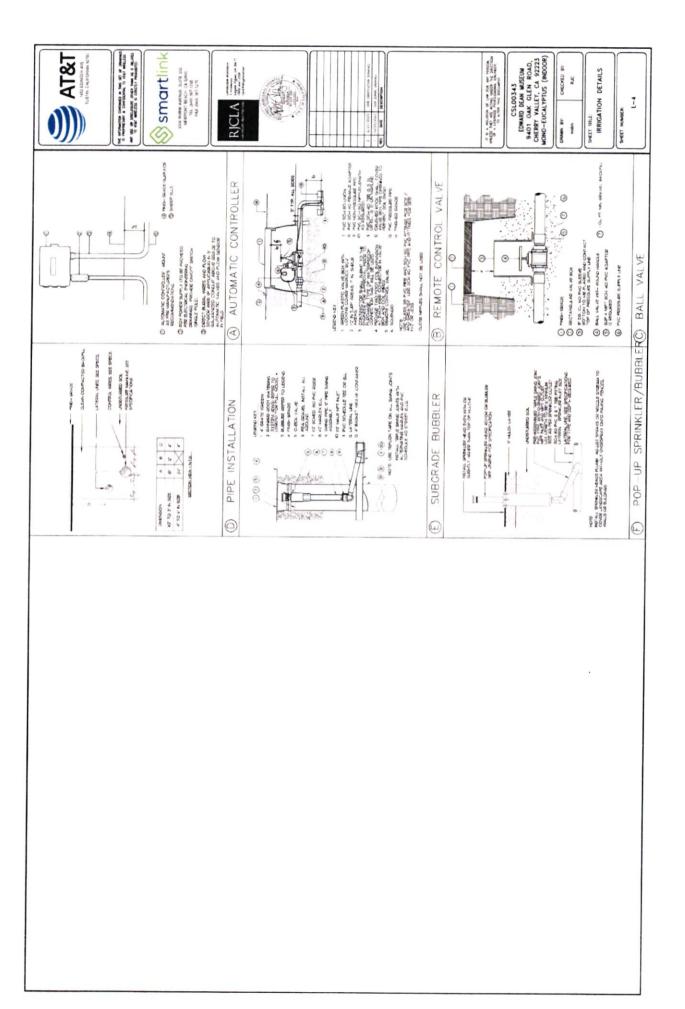
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a halfau, atronice souvant asup nou vivin, couckos mes (nvo) Proprey mande pipe and de en vih an approved Pricipipe auter saugned only for visa purcosa. his presidente de spisak di kabitani, seda jabina krisil saa amiy the kolisaksi. Kabinate seda biy kine papa kabitanisani Cabinat kabisani sabinat kabisani sada pipa

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After each accessing consists with the letter or notice the gration of the days give consists that we consist the indicated in a ready to include the accessing to a water given some of the order of the source.

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F 6 A WOLDON OF LAW FOR ANY PRODUCE THE ACT OF LOCATION OF LICENSESS WINDOWS THE DESCRIPTION OF THE DESCRIPT

CSLOO343
EDWARD DEAN MISEUM
9401 OAK GLEN ROAD,
CHERRY VALLEY, CA 92223
MONG-EUCALYFTUS (INDOOR)

CHECKED BY 3 DRAWN BY: mem

IRRIGATION SPECIFICATIONS SHEET WILL

SPECT NUMBER.

5



9401 OAK GLEN ROAD

70:-0" MONOEUCALYPTUS SILE # C2F00343

EDWARD DEAN MUSEUM

TITLE SHEET



A1212-0784-231

MP-1

VECTOR

JOB #: 23-008

5401 S. CANADA PLACE TUCSON, AZ 85706 PH: (520) 663-1330

CELL TREES

SMARTLINK

EDWARD DEAN MUSEUM

SITE #: CSL00343

70'-0" MONOEUCALYPTUS

CELL TREES, INC. Job: 23-008

LOCATION

CHERRY VALLEY, CA 92223 9401 OAK GLEN ROAD RIVERSIDE COUNTY

MP-1 TITLE SHEET
MP-2 NOTES & SPECIFICATIONS

DRAWING INDEX

MP-3 ELEVATION VIEWS

MP-4 DETAILS
MP-5 ANTENNA MOUNT DETAILS
MP-6 FOUNDATION
MP-7 BRANCH LAYOUT

	Ш	SUMMARY OF SPECIAL INSPECT		04
	Š.		INSPECTION TYPE	<i>S</i>
	. 4	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND THAT THE		00
		MATERIALS BELOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY	PERIODIC	, ,
_	8		PERIODIC	3
	ರ	VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	CONTINUOUS	*
	ď	PRIOR TO PLACEMENT OF VERIFY THAT IT HAS BEED	PERIODIC	
_	2	REQUIRED INSPECTIONS FOR CAST-IN-PLACE DEEP FOUNDATION ELEMENTS		
	4	INSPECT DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT	CONTINUOUS	
	ත්	VERIFY PLA		- 25
		S, BELL DIAMETERS (IF APPLICABLE), LENGTHS,	CONTINUOUS	2
		BEDROCK (IF APPLICABLE) AND ADEQUATE END-BEARING STRATA CAPACITY. RECORD CONCRETE OR GROUT VOLUMES.	2000	S
	ď.	REQUIRED INSPECTIONS FOR CONCRETE CONSTRUCTION		
	4	AND VERIFY PLA	PERIODIC	
	œi	INSPECT ANCHORS CAST IN CONCRETE - PLUMBNESS, ORIENTATION, TOP		
		AND BOTTOM TEMPLATES ARE INSTALLED, AND THAT THE MINIMUM EMBEDMENT SPECIFIED BY THE FOUNDATION DESIGNER IS MET.	PERIODIC	
	Ú	VERIFY USE OF REQUIRED DESIGN MIX AND COURS WITH ACT 318-19	DEBIONIC	
	ď	PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS	20000	
		CONTENT TESTS, AND	CONTINUOUS	
	u	INSPECT CONCRETE PLACEMENT FOR PROPER ADDITION TECHNIOLIES	CONTINUOUS	
_	u	VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	PERIODIC	
_	ර	INSPECT FORMWORK FOR PROPER SHAPE, LOCATION AND I	PERIODIC	
_	4	BOLTING		- 12
	4	SHALL BE INSTALLED WITH	PERIODIC	æ
	α	ALL MICH STRENGTU BOLTS AND SUMIL DE TROUTSUED TO THE THOU AS		'
	ś	METHOD AS DEFINED BY ASC	PERIODIC	38 (
	Š	FIELD WELDING:		7 -
	4	NO FIELD WELDING SHALL BE PERMITTED EXCEPT WHERE SPECIFICALLY MOTED ON THE STRUCTURAL DRAWMYS	= 5/16, PERIODIC</td <td>•</td>	•
	9		2 3/ 16, CUNTINUOUS	F
	ď	ALL SHOP WELDING OF STRUCTURAL STEEL SHALL BE PERFORMED BY AN	DDOLINE OFFITE	2 2
_		ROVED FABRICATOR'S SHOP PER 2022 C	PROVIDE CERTS.	5
	യ്	ALL WELDED CONNECTIONS SHALL CONFORM WITH THE LATEST	N/A	M
	Ü	WELD ELECTRODES SHALL BE LOW HYDROGEN F70XX LLN.O.	N/A	
	ó	VISUAL INSPECTION OF ALL WELDS SHALL BE	NEDECT AND DEDODE	
	-	LVANIZING.	INSPECT AND REPORT	
	نا	IF A WELD IS IN QUESTION PER THE VISUAL INSPECTION THEN IT SHALL BE TESTED USING AN APPROPRIATE TEST, I.E. DIE PENETRATION, MAGNETIC	INSPECT AND REPORT	
_		PARTICLE, U.T., ETC.	and but the rate that will	

SPECIAL INSPECTION:

- 2
- SPECIAL INSPECTION SHALL BE PERFORMED ACCORDING TO 2022 CBC.
 THE SPECIAL INSPECTIOR SHALL BE APPROVED BY THE LOCAL JURISDICTION TO PERFORM THE TYPES OF INSPECTION REQUIRED.

 WAY SUPPORT SERVICE PERFORMED BY THE ENGINEER OF RECORD DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ENCHINEER OF RECORD ARE ONLY FOR THE PURPOSE OF ASSISTING IN THE OLUMETY CONTROL, AND IN ACHIEVEM CONFIGNACE WITH THE CONTRACT DOCUMENTS. THIS SUPPORT DOES NOT GUARANTEE THE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUCTOR.

STRUCTURAL DESIGN IS BASED ON THE CALIFORNIA BUILDING CODE, 2022 EDITION (2021 IBC) AND THE TA-222-H STANDARD

JESIGN LOADS:

WIND: WIND SPEED = 96 MPH (3-SEC GUST) PER THE ASCE 7-16 STANDARD CREST HEIGHT: 0 FT ELEVATION: 3,135 FT ABOVE SEA LEVEL TOPOGRAPHIC CATEGORY: 1 RISK CATEGORY: II

NONE PER THE TIA-222-H STANDARD ÇĖ

EISMIC

BASIC SESMIC-FORCE—RESISTING—SYSTEL:
TRECOMMUNICATION TOWER STEEL POLE
SEISMIC BASE SHEAR, V. 11.4 K
SEISMIC RESPONSE COFFIDENT, Cz. 0.511
RESPONSE MODIFICATION FACTOR, R. 1.5
AWLYSS PROCEDURE: EQUINALISH LATERAL FORCE RISK CATEGORY: II
MAPPED SPECTRAL RESPONSE ACCELERATIONS:
Sr = 2.424g, Sr = 0.828g
SITE CLASS: D SPECTRAL RESPONSE COEFFICIENTS: Sns = 1.939g, Sn = 0.938g SEISMIC DESIGN CATEGORY: E IMPORTANCE FACTOR: 1.00

MSE DESIGN REACTIONS:

MOMENT, M = 1,354 K-FT (1.0 WIND) SHEAR, V = 26.5 K (1.0 WIND) AXML, P = 26.6 K (1.2 DEAD)

THE MONOPOLE, BASE PLATE, AND FOUNDATION ARE DESIGNED FOR THE DESIGN LOADING. THE ANTENNA MOUNTS ARE ONLY JESIGNED FOR THE INITIAL LOADING. SEE DTL 2/MP-3.

STRUCTURAL STEEL:

- 1. POLYGONAL MONOPOLE SHAFT STEEL SHALL CONFORM "/ STM AS72 GR. 65, U.N.O.
 2. BASEPLATE STEEL SHALL CONFORM "/ ASTM A572 GR. 50, U.N.O.
 3. ALL STEEL PIPE SHALL CONFORM "/ ASTM A53 GR. B
- (35 KSI), U.N.O.
 - 4. ALL STEEL RECTANGULAR TUBES (HSS) SHALL CONFORM
- GR. 65, U.N.O. ALL OTHER STEEL SHAPES & PLATES SHALL CONFORM W/ ASTM A36, U.N.O. */ ASTM A500 GR. B (46 KSJ), U.N.O.
 5. REINFORCED PORT STEEL SHALL CONFORM */ ASTM A572

STRUCTURAL STEEL (CONT.)

7. ALL BOLTS FOR STEEL-TO-STEEL CONNECTIONS SHALL BE CONFORM #/ ASTM F3125 GR. AZES, U.N.O. AND SHALL BE TIGHTENED PER THE "TURN-OF-NUT" METHOD AS DEFINED

BY AISC. 8. ALL ANCHOR BOLTS SHALL CONFORM #/ ASTM A615 GR. 75, U.N.O.

9. ALL WEDING SHALL BE PERFORMED BY CERTIFED WELDERS IN ACCORDING SHALL BE BY WELDING SOCIETY AWS D1.1. STEEL WELDS SHALL BE BY FOXX LOW HYDROGHY ELECTRODES, U.M.O. 10. ALL STEEL SUFFACES SHALL BE CALVANIZED IN ACCORDANCE AND ASTA F2239 STANDARDS. ANY GALVANIZED SURFACES THAT BECOME DAMACED DURING SHIPPING, WELDING, OR REPETION MUST BE COATED WITH A MINIMALLY OF TWO COATS OF COLD CALVANIZING COMPOUND THAT COMPULED.

DISCLAIMERS

- ALL STRUCTURAL COMPONENTS TO BE CONNECTED TOGETHER SHALL BE COMPLETEY FIT UP ON THE GROUND OR OTHERWISE VERHELD FOR COMPATIBILITY PRIOR TO LITING ANY COMPONENT INTO PLACE. REPAIRS REQUIRED DUE TO FIT—UP OR CONNECTION COMPATIBILITY PROBLEMS AFTER PARTIAL ERECPION ARE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR.
- 2. WHERE EFFECTIVE PROJECTED AREAS (EPA) ARE USED. IT IS THE RESPONDANCE OF OTHERS TO VERPY INSTALLED. TO REPAY WEST WITHOUT DOSINGARISH OF OTHERS TO VERPY INSTALLED. SOUR FILECOMMUNICATIONS STRUCTURES ARE SUSCEPTIBLE. IN WIND-HOUCED SOLICALITONS ARE OUTLINESS AND OCCUR AT LOW OR MODERATE WIND SPEEDS. TA PROPUNES NO STRUCTURAL ENGINEERING RECOLUMINGS. VECTOR STRUCTURAL ENGINEERING RECOLUMINGS. VECTOR STRUCTURAL ENGINEERING RECOLUMINGS. VECTOR OF A WIND-HOUCED STRUCTURAL COSCILLATION S. VECTOR STRUCTURAL CONDITION ASSESSMENTS TO BENETY FATGUE COACHING. LOUGH OR MISSING FOR PURITHE EVALUATION AND PRECULAR CONDITION ASSESSMENTS TO BENETY FATGUE COACHING. AND ANY OTHER STRUCTURAL DEFECTS. AND OSCILLATION AND PROSEILE REPARTS OR MODIFICATIONS WHICH MAY BE REQUIRED AT THE OMNETY ENERGY. SPENSE.

 4. THE COMPANDED SHE REPORTED TO VECTOR STRUCTURAL DEFECTS AND PROPERTY IN ACCORDANCE METH CHARGES OF ONSTRUCTION OF THE PROPERTY IN ACCORDANCE WITH CHARLALLY ACCEPTED CONSTRUCTION PRACTICES. THIS REQUIREMENT APPRIES. AND INCLUDING THE SAFETY OF ALL PRESONS AND PROPERTY IN ACCORDANCE WITH CHARLALLY ACCEPTED CONSTRUCTION PRACTICES. THIS REQUIREMENT APPRIES.







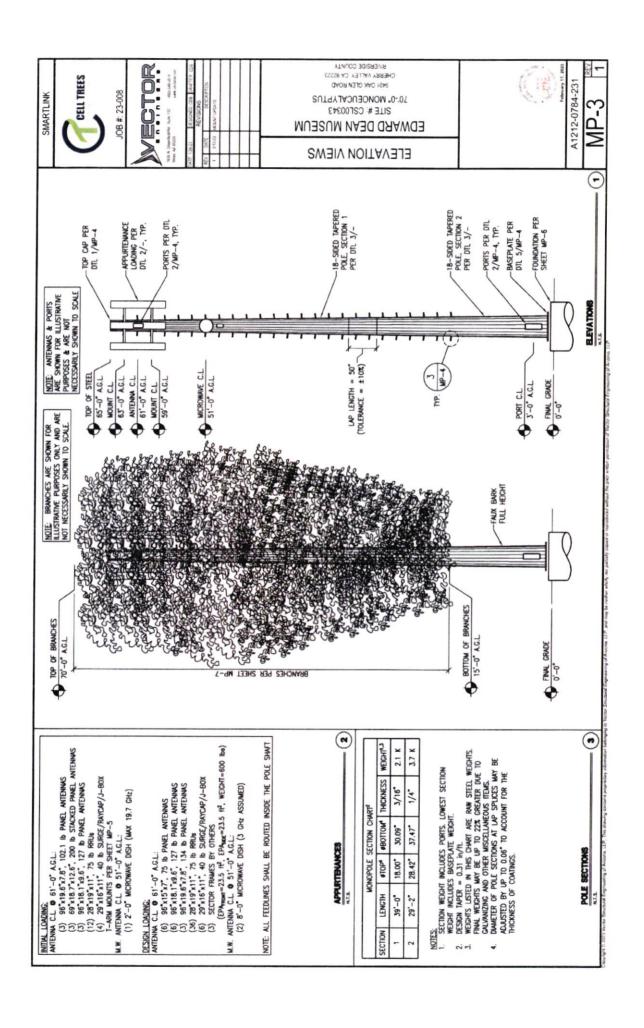


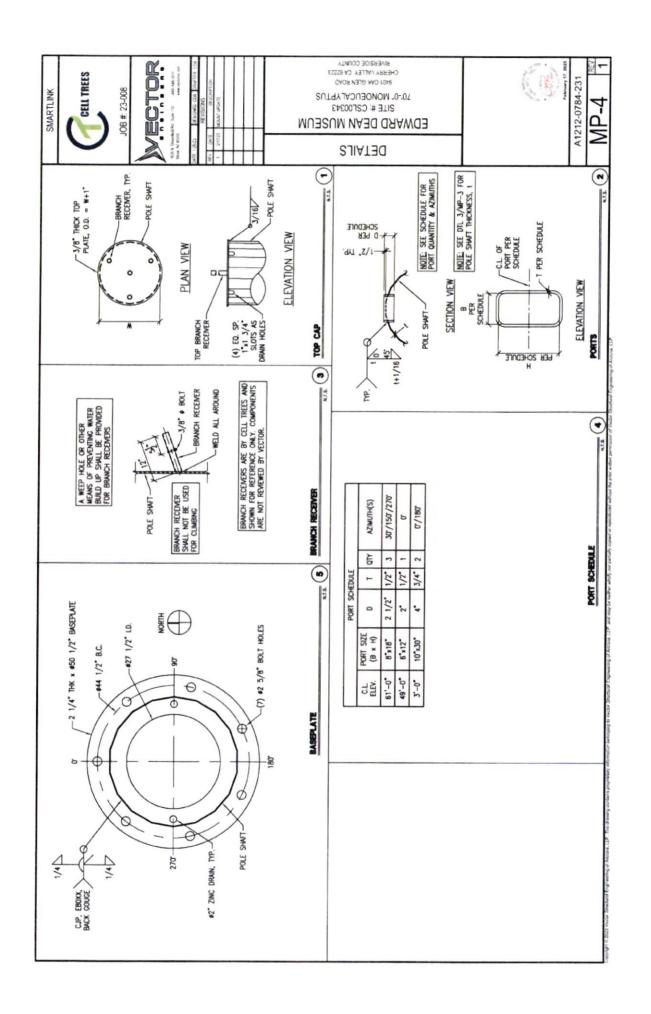
NOTES & SPECIFICATIONS

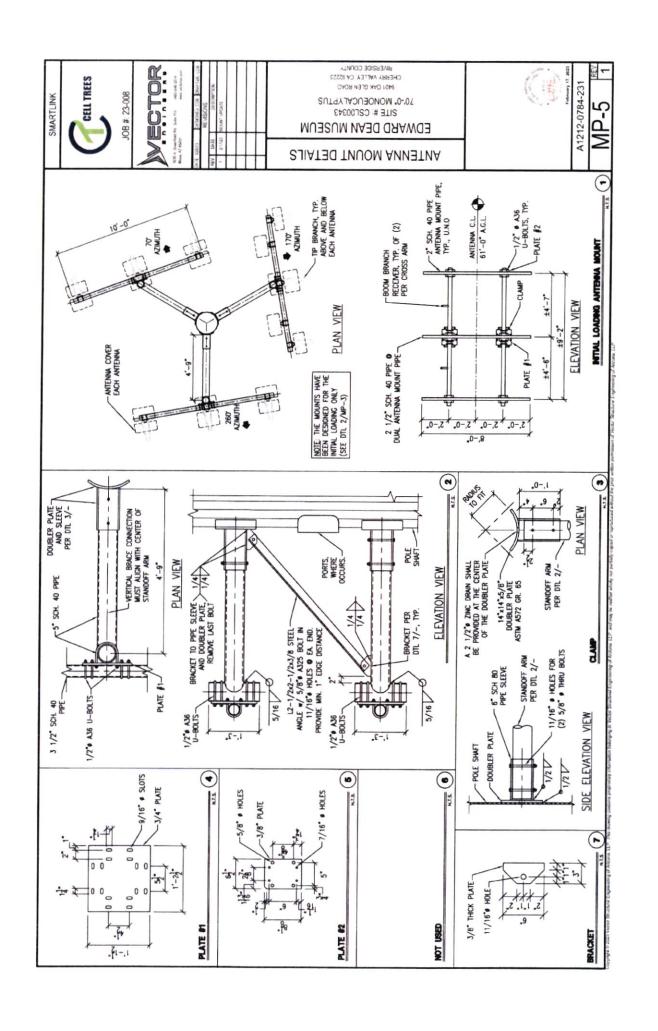


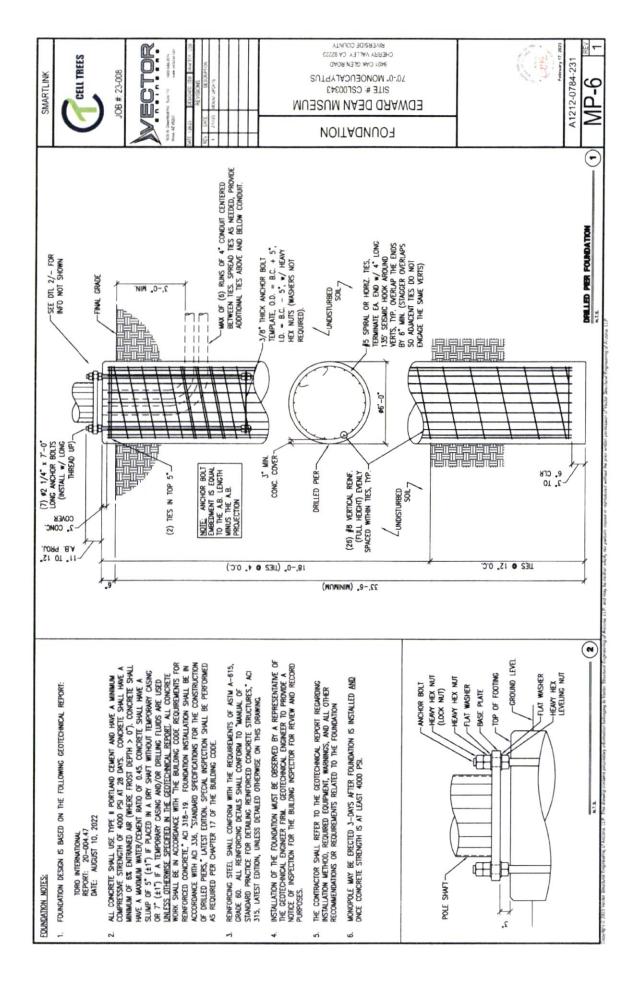
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MP-2









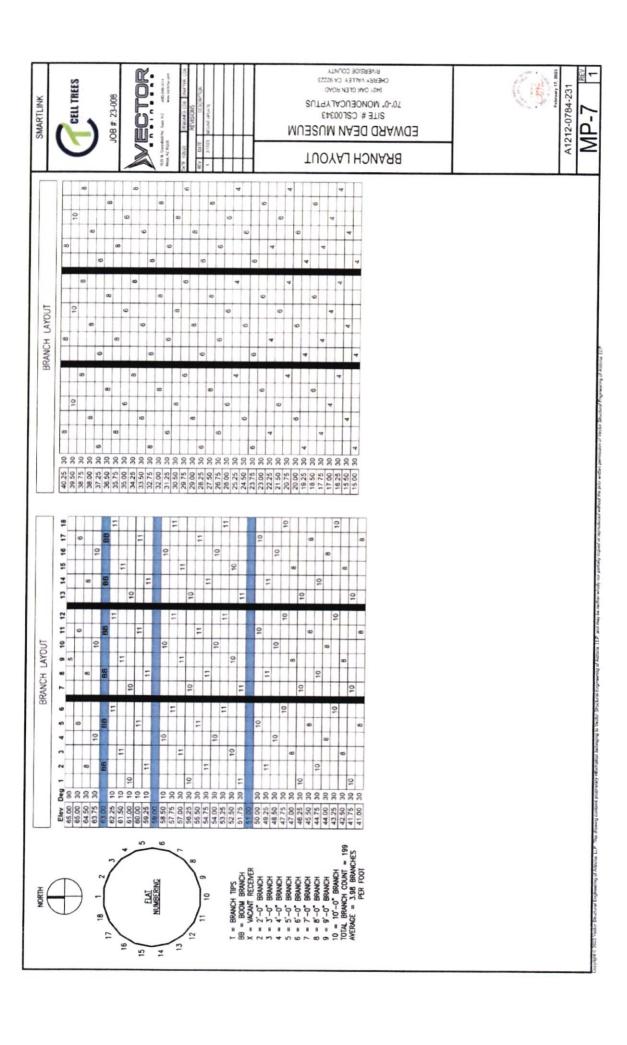


Exhibit C
Easements for Utilities

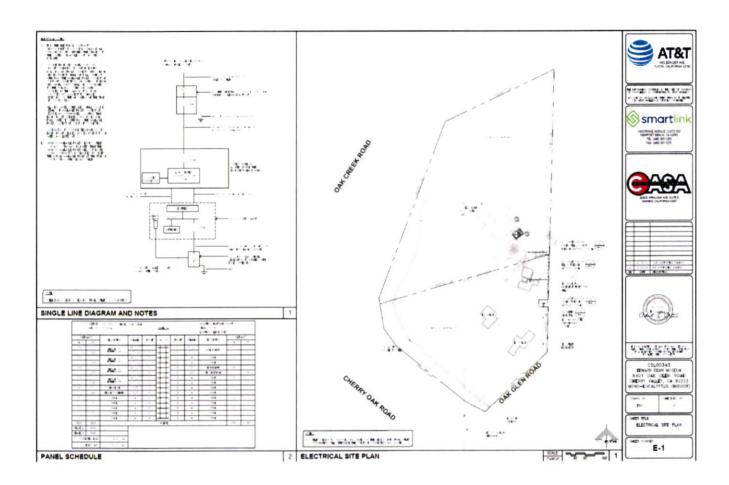


EXHIBIT D

Site Access Provisions Ingress & Egress Procedures County of Riverside Edward Dean Museum

Contact Names and Numbers:

Primary Contact Number - 24/7/365 - After Hours Line (951) 955-3580 or 951-529-4638

1. Check in - check out procedure

- · Central call-in number for site personnel
- · Installers/techs to provide work authorization number provided by County prior to work performed.

2. Ingress Procedures

To access the Tower, contact the PSEC Radio Maintenance Group at 951-955-3580 pursuant to the advanced notice requirements prescribed below. Prior to the commencement of any work on the Tower Facility, Licensee shall have all individuals working on the site cleared through the Riverside Sheriff's Office background process. The Licensee shall contact the PSEC Site manager for pre-approval. The Licensee shall have the right of ingress to and egress from said Premises.

This number is to be used during regular business hours and after hours. (951)766-2522 Our regular business hours are:

Tuesday-Friday 7:030 AM - 5 PM

Saturday 7:30am to 5pm

<u>Closed the Following Holidays:</u> New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, day after Thanksgiving, Christmas Day.

When Christmas or New Year's Day falls on a Tuesday, the County will be closed the day before the holiday. When Christmas or New Year's Day falls on a Thursday, the County will be closed the day after the holiday.

Ingress Procedures - Scheduled Maintenance, Regular Business Hours

Contact the PSEC Radio Maintenance Group (Radio Shop) three (3) business days prior to the scheduled work to be performed. Notify the Radio Shop of the estimated duration 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 - Scheduled Maintenance, After-Hours

Contact the Radio Shop three (3) business days prior to the maintenance work to notify them 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 - Scheduled System Outage, Regular Business Hours

Contact the Radio Shop five (5) business days prior to the outage. Notify them 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 System Outage, After-Hours

Contact the Radio Shop five (5) business days prior to the outage. Notify them 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 Procedures - Unscheduled System Outage, Regular Business Hours

Contact the Radio Shop as soon as you are aware of the outage. Notify them 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 - Unscheduled System Outage, After-Hours

Contact the Radio Shop as soon as you are aware of the outage. Notify them 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.

EXHIBIT D CONTINUED...

Ingress / Egress Procedures Edward Dean Museum & Garden Regular Business Hours Thurs-Sat 10:00 AM – 5 PM

 Site Manager: Stacey Chester, Museum Manager Office: (951) 766-2522 Cell: (951) 529-4638

schester@rivco.org

 Bradley Harjehausen, Site Curator
 Cell: 909-954-8524
 bharjeha@rivco.org

Staff Hours

Tuesday & Wednesday: 7:00 AM – 4:00 PM
Thursday & Friday: 7:00 AM – 5:00 PM
Saturday: 7:30 AM – 5:30 PM

<u>Museum Closed the Following Holidays:</u> Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day.

Ingress Procedures - Scheduled Maintenance, Regular Business Hours or staff hours as noted above

- 1. Contact the Site Manager *twenty-four hours prior* to scheduled work to be performed. In the event no contact can be made, then:
- 2. Contact Site Curator. Notify either the Site Manager or the Site Curator 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 or staff on-site hours:

- 1. Contact the Site Manager. If no contact can be made, then:
- 2. Contact Site Curator. 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.

<u>Ingress Procedures – Scheduled Maintenance, After-Hours (this property has a locked gate, so anything after-hours will have to be coordinated through the on-site manager).</u>

- 1. Contact the Site Manager *twenty-four hours prior* to scheduled work to be performed. In the event no contact can be made, then:
- 2. Contact Site Curator. Notify either the Site Manager or the Site Curator 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

- Contact the Site Manager. If no contact can be made, then:
- 2. Contact Site Curator. 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. The Museum may require County staff to accompany vendor personnel at any time.

EXHIBIT "D-1"

MUSEUM RULES

- 1. Obey County personnel and signs. It is for your safety.
- 2. Anyone under 16 years of age, and pets, must remain in vehicle.
- 3. High visibility safety vest must be worn at all times.
- 4. No alcohol, drugs, weapons, smoking, salvaging, or loitering.

STAY ALERT - STAY ALIVE

County is not responsible for damage to customer's vehicle and/or equipment due to customer's negligence or failure to follow site rules and reserves the right to deny access to anyone violating said rules or creating a safety hazard. Landfills are dangerous construction zones. Disposal is at customer's own risk.

ALL LOADS SUBJECT TO INSPECTION

Disposal of hazardous, toxic, flammable, corrosive, explosive and radioactive waste/materials may be prosecuted under Health and Safety Code 25189.5 and Penal Code 374.8

New Cingular Wireless PCS LLC At Edward Dean Museum and Gardens

9401 Oak Glen Road, Cherry Valley CA 92223





Legend

County Centerline Names





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.

752 1,505 Feet

Notes

District 5 Parcels outlined in black. Blue circle showing location of Ground Lease. APN Numbers: 401080017 & 401080018