

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



ITEM: 11.5
(ID # 26283)

MEETING DATE:
Tuesday, October 29, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of First Amendment to Lease Between the Riverside County Flood Control and Water Conservation District and New Cingular Wireless PCS, LLC (RCFC Parcel No. 2070-101, Portion of Assessor's Parcel Number 112-310-002), CEQA Exempt per CEQA Guidelines Sections 15301 and 15061(b)(3), District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Lease Amendment is exempt from the California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines Section 15301, the "Existing Facilities" exemption, and Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the First Amendment to Lease 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;
3. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment to Lease documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed versions of the First Amendment to Lease to the District.

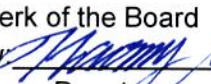
ACTION:Policy


Edwin Quinonez 10/17/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: October 29, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board
By 
Deputy

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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: 2024/2025	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns fee title interest in real property located in the city of Corona identified as Assessor's Parcel Number 112-310-002, referenced as RCFC Parcel Number 2070-101 ("District Property"). The District operates and maintains the underground Oak Street Channel and leased a portion of the property to New Cingular Wireless PCS, LLC ("Lessee") to use 8,646 square feet for a sixty-foot (60') high cell tower and space required by Lessee to establish connections to and/or between Lessee's equipment and antenna installation, all of which are situated on a portion of District Property ("Leased Premises"). The original lease ("Lease") was approved by the District's Board of Supervisors ("Board") on May 23, 2023 (Agenda Item 11.7) for an initial five-year term with an option to renew for two (2) additional five-year extensions after the expiration of the term.

The District and Lessee desire to amend the Lease in the event rent has not commenced within three hundred sixty-five (365) days of the effective date. In such event, Lessee shall pay District the amount of One Thousand Dollars (\$1,000.00) per month until the start of construction ("Pre-Rent"). Pre-Rent will be prorated based on the effective date of the Lease (May 23, 2023) until commencement of construction. The District and Lessee also desire to amend the Lease to include Lessee's responsibility, at its sole cost and expense, for the maintenance and upkeep of any artificial landscaping installed surrounding and on the Leased Premises as a condition of this agreement or any required permit, including replacement.

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

Prev. Agn. Ref.: 11.7 of 05/23/23

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 the Board's approval of the First Amendment to Lease.

Contract History and Price Reasonableness

This contract has been in place since May 23, 2023.

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ATTACHMENTS:

- First Amendment to Lease
- Vicinity Map

YKW:mm
P8/259338


Douglas Ordóñez Jr. 10/23/2024


Aaron Gettis, Chief of Deputy County Counsel 10/22/2024

LEASE AGREEMENT AMENDMENT NUMBER ONE
NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company
Mangular Avenue and Chase Drive
A portion of APN 112-310-002, aka Oak Street Channel

This Lease Agreement Amendment Number One ("Amendment No. 1") is entered into this 15 day of October, 2024 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), with a mailing address of 1995 Market Street, Riverside, CA 92501, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("LESSEE"), with a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319, sometimes together referred to as the "Parties".

RECITALS

A. DISTRICT and LESSEE entered into that certain Lease Agreement dated May 23, 2023 (hereinafter referred to as the "Lease"), pursuant to which DISTRICT agreed to lease to LESSEE and LESSEE agreed to lease from DISTRICT approximately eight thousand six hundred forty-six (8,646) square feet for installation of a sixty-foot (60') high cell tower and space as may be reasonably required by LESSEE to establish connections to and/or between LESSEE's equipment and antenna installation, all of which are situated on DISTRICT-owned property (hereinafter referred to as "Property") located at the intersection of Mangular Avenue and Chase Drive, also known as Assessor's Parcel Number 112-310-002 ("Leased Premises"), more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference made a part of herein.

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

1. Term. Section 3(a) of the Lease is hereby amended to include the following:

If Rent is not commenced within three hundred sixty-five (365) days of the Effective Date ("Commencement Date"), LESSEE shall pay District One Thousand and No/100 Dollars (\$1,000.00) per month until the start of the Commencement Date ("Pre-Rent"). Pre-Rent shall be payable on the fifth (5th) day of each month to DISTRICT at DISTRICT's address specified in Section 19 of this Lease. Pre-Rent will be prorated based on the Effective Date of the Lease (May

23, 2023) until the Commencement Date. In any partial month occurring before and after the Commencement Date, Pre-Rent will be prorated. The initial Pre-Rent payment will be forwarded by LESSEE to DISTRICT within one hundred eighty (180) days after the Commencement Date.

2. Improvements. Section 5(a) of the Lease is hereby amended to include the following:

LESSEE, at its sole cost and expense shall be responsible for the maintenance and upkeep of any artificial faux landscaping installed by LESSEE as a condition of this Agreement or any required permit, including replacement.

3. CAPITALIZED TERMS: AMENDMENT NO. 1 TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Amendment No. 1 shall prevail over any inconsistency or conflicting provision of the Lease as heretofore amended and shall supplement the remaining provision thereof.

4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment No. 1 and the Lease and each and all their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provision of this Amendment No. 1 or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease or this Amendment No. 1 and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or LESSEE.

5. EFFECTIVE DATE. This Amendment No. 1 has been approved and shall be executed by the Chair of the DISTRICT's Board of Supervisors.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the date indicated on Page 1.

DISTRICT:

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

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

RECOMMENDED FOR APPROVAL

By: Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

ATTEST:

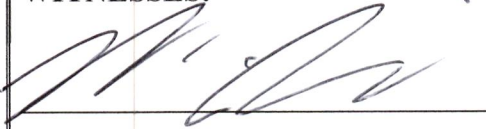
**KIMBERLY RECTOR
Clerk of the Board**

By: Kimberly Rector
Deputy

**APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL**

By: Ryan Yabko
RYAN YABKO
Deputy County Counsel

WITNESSES:



LESSEE:

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

Print Name: DAVID RABALA

(By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: Merri M. Kinney

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

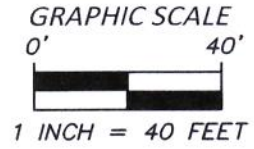
Date: 10-11-22

EXHIBIT "B"

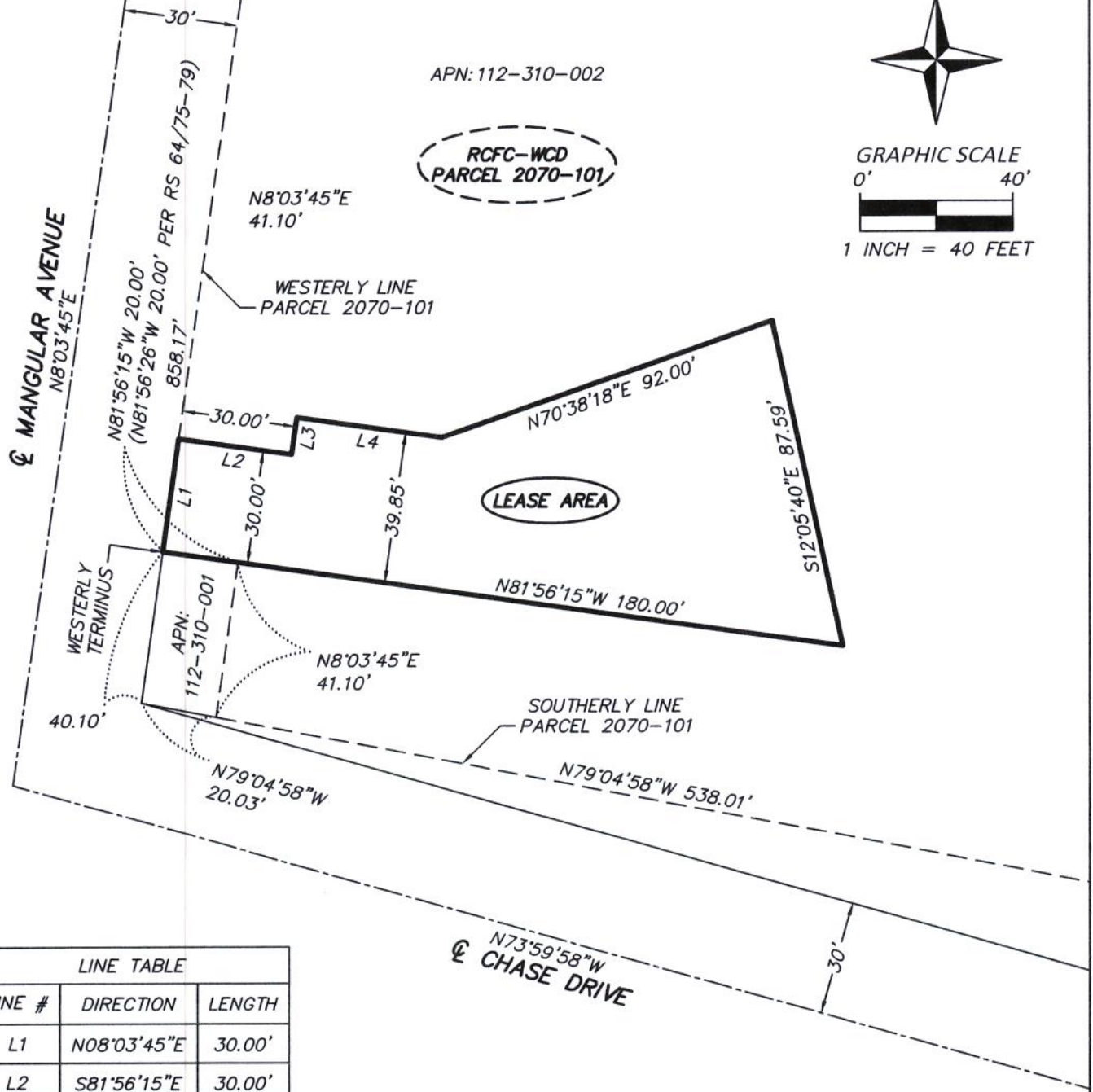
EXHIBIT "B"

APN: 112-310-002

RCFC-WCD
PARCEL 2070-101



☽ MANGULAR AVENUE
N8°03'45"E



WESTERLY
TERMINUS

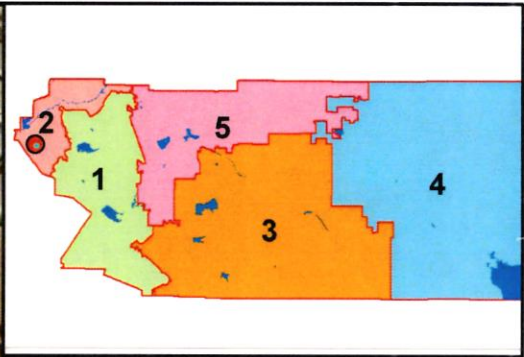
LEASE AREA

☽ CHASE DRIVE
N73°59'58"W

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



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



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



Vicinity Map