

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

821



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**

June 19, 2014

**SUBJECT:** Communications Site Lease, Corona County Administrative Center, Verizon Wireless, District 2/District 2, CEQA Exempt [\$0]

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 – Existing Facilities and 15303 – New Construction or Conversion of Small Structures;
2. Approve the attached Communication Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside (County);
3. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and

(Continued)

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A

**Budget Adjustment:** No

**For Fiscal Year:** 2014/15

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

APPROVE

BY:

Rohini Dasika

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

☐ A-30

☐ Positions Added

☐ Change Order

☐ 4/5 Vote

**Prev. Agn. Ref.:**

**District:** 2/2

**Agenda Number:**

3-17

**RECOMMENDED MOTION: (Continued)**

4. Direct staff to post the Notice of Exemption with the County Clerk.

**BACKGROUND:**

**Summary**

In October 2000, the County entered into a lease with Verizon Wireless which enabled Verizon to install a prefabricated shed near the front entrance of the Corona CAC building and to install antenna equipment on the County's roof-mounted tower structure. The building has since become the subject of a Joint Occupancy Agreement with the State of California for the courts. Access to the rooftop has become an issue along with support of the weight of the antennae. The existing lease term expired on June 30, 2013, and will be extinguished and replaced by a new lease agreement wherein Verizon will be permitted to construct a new self-supporting disguised tower structure on the grounds on the north side of the building proximate to their existing shed. The new tower will resemble a eucalyptus tree.

Our proposed Project is the letting of property involving existing facilities with minor tenant improvement alterations, and negligible expansion of an existing use will occur. Verizon has obtained the necessary zoning approval for their project through the City of Corona, which included California Environmental Quality Act (CEQA) exemption.

Board Policy B-26 requires that the income generated by this lease agreement shall be directed toward public safety.

Lessee:	Los Angeles SMSA Limited Partnership, dba Verizon Wireless
Premises Location:	505 S. Buena Vista Avenue, Corona, California
Term:	Five years commencing retroactively on July 1, 2013, with a series of four consecutive options to extend the term, each for five years.
Size:	976 square feet of ground space for shelter and mono-eucalyptus tree
Rent:	\$2,000.00 per month \$24,000.00 per year 3% annual increases
Utilities & Maintenance:	Provided by Lessee

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

**Impact on Residents and Businesses**

The revenue generated by this license agreement is directed to a public safety fund managed by RCIT, enabling County Sheriff and County Fire to better serve the public safety needs of Riverside County residents and businesses.

**Attachments:** Communication Site Lease Agreement (4), Notice of Exemption

**COMMUNICATIONS SITE SUBLEASE AGREEMENT**

THIS COMMUNICATIONS SITE SUBLEASE AGREEMENT ("Agreement") dated \_\_\_\_\_, 2014, is between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") whose address is 3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501 and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular its general partner ("Sublessee") whose address is One Verizon Way, mail stop 4AW100, Basking Ridge, NJ 07920.

County and Sublessee are parties to that certain Lease dated October 4, 2000, as amended by that certain First Amendment to Lease Agreement dated July 27, 2003, as further amended by that certain Second to Lease Agreement dated April 10, 2006, and as further amended by that certain Third Amendment to Lease Agreement dated October 10, 2008 and referenced by Sublessee as Contract #NG 34548 (as so amended, "Existing Lease"), and pursuant to which Sublessee leases ground and building rooftop space for the operation and maintenance of a communications facility.

In connection with the relocation of a portion of Sublessee's communications facility, County has requested that the parties enter into this Agreement and terminate the Existing Lease.

The parties hereto agree as follows:

1. Relocation; Premises. County represents that it owns the real property legally described in Exhibit "A", located at 505 South Buena Vista Avenue, Corona, California, and currently identified by Assessor's Parcel Number 118-270-048, known as the Corona CAC (the "Property"). The Property is subject to: 1) A Site and Facility Lease recorded December 9, 2009, Instrument No. 2009-0633169, between County as Lessor and County of Riverside Asset Leasing Corporation ("Corporation") as Lessee with certain terms, covenants, conditions and provisions set forth therein, 2) Facilities Sublease executed between County as sublessee and Corporation as sublessor recorded December 9, 2009, Instrument No. 2009-0633170; and 3) Assignment Agreement between Corporation and Wells Fargo Bank, National Association recorded December 9, 2009, Instrument No. 2009-0633171 (collectively, "Master Lease"). Notwithstanding anything to the contrary contained herein, if the Master Lease requires County to obtain prior written consent before subleasing or licensing space on the Property, then such consent shall be a condition precedent to this Agreement and to each of the parties' rights and responsibilities set forth herein.

County and Sublessee acknowledge and agree that pursuant to the Existing Lease, Sublessee is currently subleasing space on the rooftop of County's existing building ("Building") at the Property for Sublessee's antennas ("Rooftop Space"), as well as ground space for Sublessee's existing equipment shelter and generator (collectively, "Ground Space") in connection with the operation of Sublessee's communications facility. The Rooftop Space and Ground Space are hereinafter at times collectively referred to as the "Existing Premises" and are described and depicted on Exhibit "B," attached hereto and made a part hereof. The parties acknowledge and agree that the Existing Premises shall be deemed to be Sublessee's premises from the date this Agreement is fully executed until the Relocation (as defined below) is completed.

Upon the issuance of a building permit allowing Sublessee to commence construction of Sublessee's new antenna structure, Sublessee shall have sixty (60) days thereafter in which to relocate Sublessee's antennas from the Rooftop Space to the Tower Space (defined below) and to install its utility connections between the Equipment Space (as defined below) and Tower Space (collectively, the "Relocation"). Upon completion of the Relocation, Sublessee shall have ninety (90) days thereafter in which to remove its coaxial cables and other related equipment from the Building and Rooftop Space.

From and after the date the Relocation is completed and subject to the following terms and conditions, County shall sublease to Sublessee that portion of the Property consisting of: (i) a parcel of ground space containing approximately eight hundred twenty-two (822) square feet ("Equipment Space"), (ii) a second parcel of ground space containing approximately one hundred fifty-four (154) square feet ("Tower Space"); and (iii) the non-exclusive right (the "Rights of Way") for ingress and egress as provided herein on foot or motor vehicle, including trucks over or along a twelve-foot (12') wide right of way

extending from the nearest public right of way, South Buena Vista Avenue, to the Equipment Space and Tower Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way between the Equipment Space and Tower Space and to the nearest appropriate utilities providers. The Equipment Space, Tower Space and Rights of Way are hereinafter collectively referred to as the "Premises." The Premises is substantially as described and depicted on Exhibit "C," attached hereto and made a part hereof.

The parties acknowledge and agree that from and after the date the Relocation is completed, Sublessee shall no longer be deemed to sublease from County the Existing Premises and that the Existing Premises shall automatically be deemed deleted and replaced by the Premises.

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

3. Term. The term of this Agreement ("Term") shall be five (5) years commencing on July 1, 2013 ("Commencement Date"), at which time the Existing Lease shall automatically terminate.

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

4. Rent.

(a) Commencing on the Commencement Date, Sublessee shall pay County, as rent, the sum of Two Thousand and NO/100 Dollars (\$2,000.00) ("Rent") per month. Rent shall be payable on the 1<sup>st</sup> day of each month, in advance, to County at County's address specified in Article 20 of this Agreement.

(b) Beginning on the first annual anniversary of the Commencement Date, and on each anniversary thereafter, monthly Rent shall increase by three percent (3%) over the previous year's Rent.

(c) Upon agreement of the parties, Sublessee may pay Rent by electronic funds transfer and in such event, County agrees to provide to Sublessee bank routing information for such purpose upon request of Sublessee.

(d) Upon written County consent to sublease or license in accordance with Article 13 herein, Sublessee's Rent under this Agreement shall be increased by an amount equal to fifty percent (50%) of the rent received by Sublessee pursuant to such sublease or license, effective upon the date of rent commencement under the sublease or license, and subject to any annual increases pursuant to Article 4.(b) hereinabove.

(e) County and Sublessee acknowledge and agree that the Rent payable hereunder has been reduced from the rent due under the Existing Lease as of the termination thereof ("Rent Reduction") to allow Sublessee to recoup costs and expenses incurred by Sublessee in connection with a relocation of an existing communications facility located at another property also owned by County and identified as Assessor's Parcel Numbers 614-040-005 and 614-040-006. The parties have agreed to the Rent Reduction in lieu of a reimbursement to Sublessee in the amount of \$400,000.00 ("Total Reimbursement Amount"), and the parties acknowledge and agree that Sublessee will be deemed to have been reimbursed the entire Total Reimbursement Amount if this Agreement does not expire prior to

June 30, 2038 ("Expiration Date"), which includes the Term and all Renewal Terms. In the event that this Agreement is terminated prior to the Expiration Date for any reason, County shall, within thirty (30) days after the effective date of any such termination, reimburse Sublessee the amount as determined and set forth on the schedule ("Reimbursement Schedule") attached hereto as Exhibit "D" and made a part hereof:

5. Improvements; Access.

(a) Sublessee has the right to construct, maintain, install, repair, replace and operate on the Premises communications facilities, including but not limited to, transmitting and receiving equipment, batteries, utility lines, transmission lines, transmitting and receiving antennas, a generator and related fuel tank, as described in the Technical Data Sheet, Exhibit "E," and supporting structures and improvements (collectively, "Sublessee's Facilities"). Notwithstanding the foregoing, Sublessee shall, upon notice to County, be permitted to perform equipment replacements with equipment that is of a "like kind" or substantially similar in nature. In connection therewith the Sublessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Sublessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Sublessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Title to Sublessee's Facilities and any equipment placed on the Premises by Sublessee shall be held by Sublessee or its equipment lessors or assigns. Sublessee's Facilities shall not be considered fixtures. Sublessee has the right to remove any or all of Sublessee's Facilities at its sole expense on or before the expiration of this Agreement or within sixty (60) days after an early termination of this Agreement. All portions of Sublessee's Facility brought onto the Property by Sublessee will be and remains Sublessee's personal property and, at Sublessee's option, may be removed by Sublessee at any time during the then current Term. County covenants and agrees that no part of the communication facility constructed, erected, or placed on the Premises by Sublessee 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 Sublessee on the Premises will be and remain the property of the Sublessee and may be removed by Sublessee at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Sublessee will be responsible for the replacement of any trees, shrubs, or other vegetation if removed or destroyed during the Sublessee's equipment removal process. At County's option, Sublessee will be required to remove from the Premises or the Property foundations, underground utilities, equipment building and antenna support structure used in connection with the Sublessee's Facilities to a depth of two feet.

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

(c) County shall provide access to Sublessee, Sublessee's employees, agents, subtenants, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week. County represents and warrants that it has full rights of ingress and egress from a public right-of-way to and from the Premises, and hereby grants access rights to Sublessee to the extent required to construct, maintain, install and operate Sublessee's Facilities on the Premises, and to remove such facilities therefrom. Sublessee's exercise of such rights shall not cause undue inconvenience or interference to County or any other occupants of the Property.

(d) County shall provide an access path of travel from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. County shall not be responsible for maintaining and repairing such roadways. Sublessee shall be permitted to take all reasonable steps necessary, at Sublessee's option (but not obligation), to maintain such private roadways and access paths of travel (provided such roadways or paths of travel are not publicly owned or controlled) to ensure Sublessee's access to the Premises. If Sublessee causes any damage to the path or roadway, Sublessee shall promptly repair same, at Sublessee's expense.

(e) Sublessee shall have the right to install utilities, at Sublessee's expense, subject to County's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed. Sublessee shall have the right to place utilities on County's Property in order to service the Premises and Sublessee's Facilities.

(f) Sublessee shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of Sublessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Agreement, Sublessee shall within sixty (60) days, surrender the Premises to County in good condition, less ordinary wear and tear. Sublessee shall perform all necessary affirmative actions to memorialize the expiration, cancellation or termination of this Agreement, including delivering to County within thirty (30) days after the expiration, cancellation or termination of this Agreement an executed Quitclaim Deed and/or Memorandum of Termination of Sublease to be recorded in the County of Riverside Clerk/Recorder's Office to provide constructive notice thereof.

Notwithstanding anything to the contrary in this Agreement, Sublessee (or its successors or assigns) shall remove Sublessee's Facilities completely from County's Property in the event of an Abandonment of Sublessee's Facilities. ("Abandonment of Sublessee's Facilities" shall have the meaning provided in County of Riverside ("County") Ordinance No. 348.4090). If Sublessee fails to remove such facilities as required by such ordinance, County may do so at Sublessee's expense.

6. Maintenance, Repairs Right to Enter

(a) Sublessee shall at all times from and after the Commencement Date, at its own cost and expense, properly mark and identify Sublessee's equipment, lines and antennas. Sublessee shall maintain the Premises and all of Sublessee's equipment and improvements in reasonably clean and good condition and in a reasonably safe operating order. Upon surrender of the Premises, Sublessee shall, within sixty (60) days, deliver the Premises to County in good order, condition, less ordinary wear and tear.

(b) If Sublessee refuses or neglects to maintain the Premises or any part thereof, in a manner reasonably satisfactory to County, County shall have the right, upon giving Sublessee, at least ten (10) days reasonable written notice of its election to do so, to perform such maintenance on behalf of and for the account of Sublessee; provided, however, at no time shall the County be permitted to touch, tamper with, alter or remove any of Sublessee's antennas, transmission lines, equipment or related appurtenances on the Premises or access any equipment cabinets on the Premises. If County makes or causes any such maintenance to be made or performed, as provided for herein, Sublessee shall pay the reasonable cost thereof to County within thirty (30) days after Sublessee's receipt of an invoice therefore. The invoice shall be accompanied by reasonable supporting documentation.

(c) Sublessee shall, upon prior notice and in the presence of a Sublessee representative, permit County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that County may deem necessary in County's reasonable discretion, to prevent waste or deterioration in connection with the Premises if Sublessee 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, Sublessee may be required to do, nor shall County's performance of any repairs on behalf of Sublessee constitute a waiver of Sublessee's default in failing to do the same. No exercise by County of any rights herein reserved shall entitle Sublessee 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.

7. Interference with Communications.

(a) Sublessee agrees not to cause interference to the radio frequency communication operations of County, County's tenants, or anyone holding an agreement with County 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.

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

(c) Sublessee shall operate its facilities in compliance with all applicable Federal Communications Commission (FCC) regulations and in accordance with the Sublessee supplied Exhibit "C," Technical Data Sheet, attached.

8. Taxes. Sublessee shall pay personal property taxes assessed against Sublessee's Facilities and County shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement, only for so long as this Agreement has not expired of its own terms or is not terminated by either party. County hereby grants to Sublessee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of County and/or Sublessee, any personal property or real property tax assessments that may affect Sublessee. If County receives notice of any personal property or real property tax assessment against the County, which may affect County and is directly attributable to Sublessee's installation, County shall provide timely notice of the assessment to Sublessee sufficient to allow County to consent to or challenge such assessment. Further, County shall provide to Sublessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Article 8. Sublessee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes levied on such interest.

9. 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 County and Sublessee 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 thereafter continuously and diligently pursues the cure to completion.

(b) This Agreement may also be terminated by Sublessee without further liability on sixty (60) days prior written notice if Sublessee: (i) is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Sublessee from installing, removing, replacing, maintaining or operating Sublessee's Facilities or using the Premises in the manner described in Article 2 above; or (ii) determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference. Sublessee shall be permitted to terminate this Agreement for any other reason in Sublessee's sole discretion upon prior written notice to County, together with the payment to the County of a one (1) time termination fee in an amount equal to three (3) months of Sublessee's then-current rent due under this Agreement at the time of the termination (the "Termination Fee"), which Termination Fee shall be paid to the County within thirty (30) days of Sublessee's written notice of termination.



10. Destruction of Premises. If the Premises are destroyed or damaged, to the extent that the Premises are unusable by Sublessee in Sublessee's judgment, County shall make available to Sublessee within five (5) days, a temporary site on County's Property, APN 118-270-048, which in Sublessee's sole discretion is equally suitable for Sublessee's use. Sublessee may construct, operate, and maintain substitute Sublessee's Facilities thereon until Sublessee's Facilities are fully restored and operational on the Premises. In the event a temporary site is not available and Sublessee is unable to operate Sublessee's Facilities on County's Property, Rent shall abate in full until such time that Sublessee's Facilities are fully restored and operational on the Premises. Alternatively, Sublessee may elect to terminate this Agreement as of the date of the damage or destruction by notifying County in writing within thirty (30) days following the date of damage or destruction. Notwithstanding the foregoing, Sublessee shall be permitted to bring a temporary cell site on wheels onto the Property during any such time that Sublessee's Facilities are non-operational pursuant to this Section.

11. Condemnation. If a condemning authority takes all or a portion of County's Property, which in Sublessee's opinion is sufficient to render the Premises unsuitable for Sublessee's use, then Sublessee may terminate this Agreement as of the date when possession is delivered to the condemning authority.

12. Insurance. Without limiting or diminishing Sublessee's obligation to indemnify or hold the County harmless, Sublessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As it pertains to the insurance section only, the term "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.

(a) Workers' Compensation: If the Sublessee has employees as defined by the State of California, the Sublessee 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 not less than \$1,000,000 per accident. The policy shall be endorsed to waive subrogation in favor of the County.

(b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Sublessee's performance of its obligations hereunder. Policy shall name the County as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Sublessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(d) General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The Sublessee's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of



the County's Risk Manager, Sublessee's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Notwithstanding the foregoing, Sublessee shall not be required to declare its self-insured retentions, and the County's approval shall not be required for self-insured retentions, so long as Sublessee maintains a net worth of at least Two Hundred Million Dollars (\$200,000,000.00).

3. Sublessee shall cause Sublessee's insurance carrier(s) to furnish the County of Riverside and the entity named below with a Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. If any claim made by the County is rejected by Sublessee's insurance company, the County shall have the right to view a complete, certified copy of the applicable policy in the presence of a Sublessee representative at a mutually agreeable location, subject to the County executing a non-disclosure agreement. Sublessee's policies shall provide for thirty (30) days notice of cancellation. In the event of a material modification, cancellation, or reduction in coverage below the required minimums, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another Certificate of Insurance and copies of endorsements, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Sublessee shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. Any individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. The additional insured referenced above is: National Public Finance Guaranty Corporation, 113 King Street, Armonk, NY 10504.

4. It is understood and agreed to by the parties hereto that the Sublessee's insurance shall be construed as primary insurance as relates to Sublessee's operations, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory in this respect.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Sublessee has become inadequate.

6. Sublessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8. Sublessee 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.

13. Assignment and Subleasing.

(a) Sublessee 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 written consent, which consent will not be unreasonably withheld; provided however, that Sublessee may assign without County's consent its interest to Sublessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Sublessee's assets in the market defined by the Federal Communications Commission 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 Sublessee or transfer upon partnership or corporate dissolution of Sublessee shall constitute an assignment hereunder. Sublessee shall give County notice within thirty

(30) days after the effective date of any such change of ownership, interest or control. Upon written consent of County of an assignment hereunder, the assignee or changed owner, interest or control shall be bound to all of Sublessee's liabilities and obligations of this Agreement.

(b) Sublessee shall not permit the installation or modification by any subtenants of any equipment in a manner that will result in interference with or restrict the operations of the County at the Property in violation of this Agreement. Such interference shall be deemed a material breach of this Agreement by Sublessee. Should Sublessee have knowledge of any interference (actual or potential) or should any such interference occur, Sublessee shall promptly take all necessary action, at no cost to County, to eliminate the cause of said interference, including, if necessary removing, or causing any subtenant to remove, the equipment creating said interference.

14. Title and Quiet Enjoyment.

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

(b) Sublessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Sublessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Sublessee's use of the Premises, Sublessee shall have the right to terminate this Agreement immediately upon written notice to the County, subject to Article 5 (g).

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

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

and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from any breach of any warranty or agreement contained in this paragraph.

17. Indemnity. Subject to Article 12 above, each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents.

18. Limitation of Liability. Except for indemnification obligations herein, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. Existing Lease. County and Sublessee acknowledge that notwithstanding the termination of the Existing Lease and the commencement of this Agreement, Sublessee may continue to make, and County may continue to receive, rental and other payments pursuant to the Existing Lease. In such event, any rental or other payments made pursuant to the Existing Lease after its termination shall be applied and credited against any Rent or other payments due under this Agreement.

20. Miscellaneous.

(a) Notices shall be in writing and shall be delivered to:

Sublessee:

Los Angeles SMSA Limited Partnership  
dba Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate  
Re: Circle City

County:

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
Re: CR014

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

(b) This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

(c) If Sublessee is to pay Rent to a payee other than the County, County shall notify Sublessee of the payee's name and address in writing at least thirty (30) days before the next Rent payment due date.

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

(e) This Agreement shall be governed under California law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(f) Upon request either party may require that a Memorandum of Agreement be recorded confirming the (i) term commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

(g) This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

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

[Signatures begin on next page]

SITE NUMBER: CR014  
SITE NAME: Corona CA/Circle City

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the date first above written.

Date: \_\_\_\_\_

**LESSOR:**

**LESSEE:**

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

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

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

By: AirTouch Cellular, its General Partner

By: \_\_\_\_\_  
Name: Brian Mecum  
Title: Area Vice President Network  
Date: 3/10/19

County of Riverside Tax ID#: 95-6000930

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

PAMELA J. WALLS, County Counsel

By: \_\_\_\_\_  
Patricia Munroe  
Deputy County Counsel

SITE NUMBER: CR014  
SITE NAME: Corona CA/Circle City

**EXHIBIT A**  
**COUNTY'S PROPERTY**

All that certain real property situated in the County of Riverside, State of California, described as follows:

(CORONA ADMINISTRATIVE CENTER)

Parcel 2 of Lot Line Adjustment Resolution No. – LLA 02-007, recorded July 15, 2004 as Instrument No. 2004-0550610 of Official Records, being further described as follows:

That portion of Lots 1, 2, 3, 4 and a portion of Lots 5 and 6, in Block 64 of the Lands of the South Riverside Land and Water Company, in the City of Corona, County of Riverside, State of California, as shown by a map on file in Book 9, Page(s) 6 of Maps, records of San Bernardino County, described as follows:

Commencing at the Southwest corner of said Lot 2; Thence North 07° 28' 01" East along the Westerly line of said Lot 2 a distance of 303.18 feet to the True Point of Beginning;  
Thence South 82° 31' 23" East, parallel with the Northerly line of said Lot 6 a distance of 210.50 feet;  
Thence North 07° 28' 01" East, parallel with the Westerly line of said Lots 2, 3 and 6 a distance of 543.00 feet to the Southerly line of the Northerly 143.60 feet of said Lot 6;  
Thence North 82° 31' 23" West along said Southerly line of the Northerly 143.60 feet of said Lot 6 a distance of 210.50 feet to a point in the Westerly line of said Lot 6;  
Thence South 07° 28' 01" West along the Westerly line of said Lots 2, 3 and 6 a distance of 543.00 feet to the point of beginning.

Assessor's Parcel Number 118-270-048

End of Legal Description of County's Property

SITE NUMBER: CR014  
SITE NAME: Corona CA/Circle City

**EXHIBIT B**

**EXISTING PREMISES**

See Attached Sheets T-1, A-1, A-2, and A-3







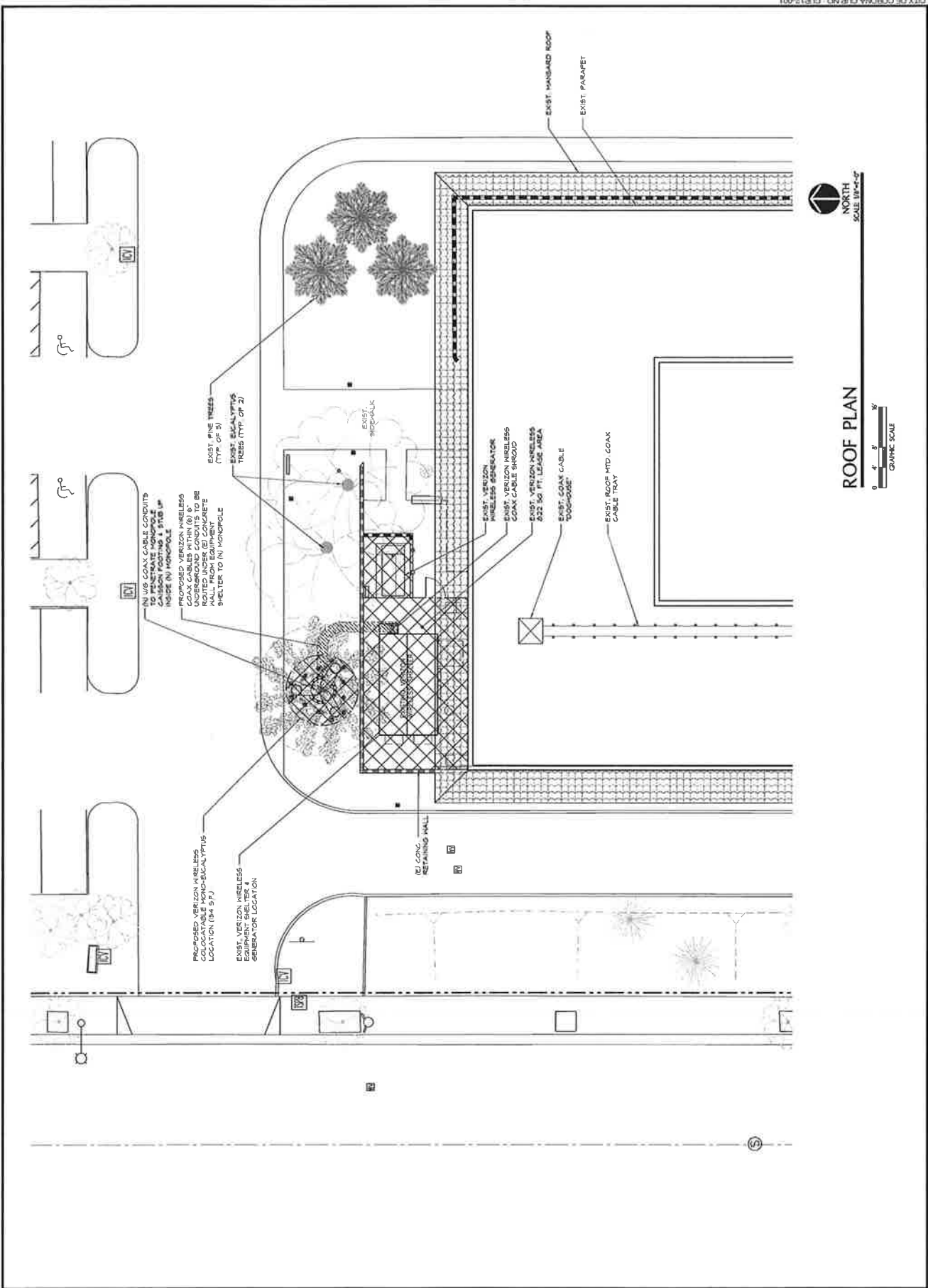
[illegible]

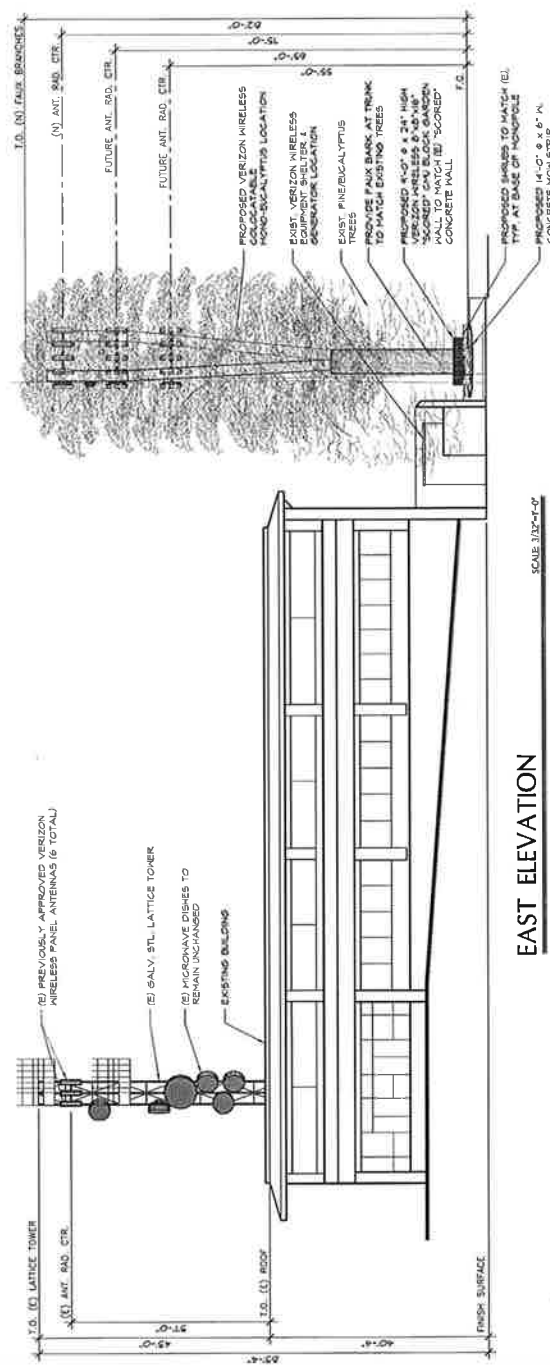
SITE NAME: "CIRCLE CITY RELO"  
505 S. BUENA VISTA AVE.  
CORONA, CA 91720  
ROOF PLAN / ANTENNA PLAN  
ZONING DOCUMENTS

**verizon wireless**

delta

Dept. Approved Date	RE END	SITE DEV	SITE ACO	PM





SITE NUMBER: CR014  
SITE NAME: Corona CA/Circle City

## **EXHIBIT C**

### **DEPICTION OF THE PREMISES**

The Premises consist of those areas depicted/shown below where Sublessee's communications antennas, equipment, cables and utilities occupy County's Property.

See Attached Sheets A-1, A-2, A-2.1 and A-3











SITE NUMBER: CR014  
 SITE NAME: Corona CA/Circle City

**EXHIBIT D**  
**REIMBURSEMENT SCHEDULE**

Prior Lease			This Lease					
Year	Monthly	Annual	Year	Monthly	Annual	Savings	Cumulative	Reimbursement
1	\$3,430.09	\$41,161.08	1	\$2,000.00	\$24,000.00	\$17,161.08		
2	\$3,601.59	\$43,219.13	2	\$2,060.00	\$24,720.00	\$18,499.13	\$35,660.21	\$364,339.79
3	\$3,781.67	\$45,380.09	3	\$2,121.80	\$25,461.60	\$19,918.49	\$55,578.70	\$344,421.30
4	\$3,970.76	\$47,649.10	4	\$2,185.45	\$26,225.45	\$21,423.65	\$77,002.35	\$322,997.65
5	\$4,169.30	\$50,031.55	5	\$2,251.02	\$27,012.21	\$23,019.34	\$100,021.69	\$299,978.31
6	\$4,377.76	\$52,533.13	6	\$2,318.55	\$27,822.58	\$24,710.55	\$124,732.24	\$275,267.76
7	\$4,596.65	\$55,159.78	7	\$2,388.10	\$28,657.26	\$26,502.53	\$151,234.77	\$248,765.23
8	\$4,826.48	\$57,917.77	8	\$2,459.75	\$29,516.97	\$28,400.80	\$179,635.57	\$220,364.43
9	\$5,067.81	\$60,813.66	9	\$2,533.54	\$30,402.48	\$30,411.18	\$210,046.75	\$189,953.25
10	\$5,321.20	\$63,854.34	10	\$2,609.55	\$31,314.56	\$32,539.79	\$242,586.54	\$157,413.46
11	\$5,587.26	\$67,047.06	11	\$2,687.83	\$32,253.99	\$34,793.07	\$277,379.61	\$122,620.39
12	\$5,866.62	\$70,399.42	12	\$2,768.47	\$33,221.61	\$37,177.80	\$314,557.41	\$85,442.59
13	\$6,159.95	\$73,919.39	13	\$2,851.52	\$34,218.26	\$39,701.12	\$354,258.53	\$45,741.47
14	\$6,467.95	\$77,615.36	14	\$2,937.07	\$35,244.81	\$42,370.55	\$396,629.08	\$3,370.92
		<b>\$806,700.86</b>			<b>\$410,071.78</b>	<b>\$396,629.08</b>		

SITE NUMBER: CR014  
 SITE NAME: Corona CA/Circle City

**EXHIBIT E**  
**TECHNICAL DATA SHEET**

RETURN THIS APPLICATION AND FEES TO:				Date Received:		4/23/13	
Riverside County EDA		Jim Force		Revision Dates:			
3403 10 <sup>th</sup> Street, Suite 500		e-mail: jrforce@rivcoeda.org					
Riverside, CA 92501		Office: 951-955-4822		Site Name:		Corona CAC	
		fax: 951-955-4800		Site Number:		CR014	
<b>APPLICANT INFORMATION</b>							
Applicant (Carrier):		Verizon Wireless		Primary Contact Name:		Eric Meurs	
Applicant Site Name:		Circle City		Company Name:		PlanCom, Inc.	
Applicant Site Number:		N/A		Primary Contact Number:		949-370-5939	
				Primary Contact Fax:		(714)731-2166	
Proposed Installation Date:		5/30/13					
Proposed ON AIR Date:		Existing					
Applicant Entity Name on Lease Agreement:		LA-SMSA, LP dba AirTouch and it's General Partner Verizon Wireless		Primary Contact Address:		250 El Camino Real, Suite 117 Tustin, CA 92780	
Notice Address for Lease:		NA					
Billing Address:		NA		Primary Contact Email:		eric.meurs@plancominc.com	
<b>ADDITIONAL CARRIER INFORMATION</b>							
Leasing Contact Name/Number:		Eric Meurs/ 949-370-5939					
RF Contact Name/Number:		Carlos Herrera/ 949-286-7000					
Legal Review Contact Name/Number:		NA					
Zoning Contact Name/Number:		Eric Meurs/ 949-370-5939					
Construction Contact Name/Number:		Roger Houston/ 949-286-7000					
Emergency Contact Name/Number:		Network Operations Control Center 800-242-7622 option 2					
<b>BUILDING INFORMATION</b>							
Latitude:		33-52-41.89		Existing Structure Type:		NA	
Longitude:		117-34-37.49		Existing Structure Height (ft AGL):		NA	
Site Address: TBD		County: Riverside		State: CA		Zip: NA	
<b>ANTENNAS</b>							
Sector	Sector 1	Sector 2	Sector 3	Sector 4	Micro Wave / GPS		
Desired Rad Center (ft AGL)	75	75	75				
Antenna Quantity	4	4	4				
Antenna Manufacturer	Andrew	Andrew	Andrew				
Antenna Model (Attach Spec Sheet)	SBNH-1D6565A	SBNH-1D6565A	SBNH-1D6565A				
Weight (lbs per antenna)	38.4 lbs	38.4 lbs	38.4 lbs				
Antenna Dimensions (HxWxD) (in)	50.9" L 11.1" W 7.1" D	50.9" L 11.1" W 7.1" D	50.9" L 11.1" W 7.1" D				
ERP (watts)	500 max	500 max	500 max				
Antenna Gain (dBi)	11.2 dBi	11.2 dBi	11.2 dBi				
Orientation/Azimuth (Degrees)	120	240	0				

SITE NUMBER: CR014  
 SITE NAME: Corona CA/Circle City

Mechanical Tilt	0	0	0		
Channels	7	7	7		
Mount Mfg and Model (Attach Spec Sheet)	NA	NA	NA		
Tower Mount Mounting Height (On Tower)	NA	NA	NA		
Transmit Frequency (MHz)	880-889 Mhz Lower A- 698 to 704 MHz Lower B- 704 to 710 MHz Upper C- 746 to 757 MHz 1965- 1970 MHz 2120- 2130 MHz	880-889 Mhz Lower A- 698 to 704 MHz Lower B- 704 to 710 MHz Upper C- 746 to 757 MHz 1965- 1970 MHz 2120- 2130 MHz	880-889 Mhz Lower A- 698 to 704 MHz Lower B- 704 to 710 MHz Upper C- 746 to 757 MHz 1965- 1970 MHz 2120- 2130 MHz		
Receive Frequency (MHz)	835-844 MHz Lower A- 728 to 734 MHz Lower B- 734 to 740 MHz Upper C- 776 to 787 MHz 1720- 1730 MHz 1885- 1890 MHz	835-844 MHz Lower A- 728 to 734 MHz Lower B- 734 to 740 MHz Upper C- 776 to 787 MHz 1720- 1730 MHz 1885- 1890 MHz	835-844 MHz Lower A- 728 to 734 MHz Lower B- 734 to 740 MHz Upper C- 776 to 787 MHz 1720- 1730 MHz 1885- 1890 MHz		
Number of Coax Cables ( <b>PER ANTENNA</b> )	2	2	2		
Diameter of Coax Cables (in)	7/8	7/8	7/8		
Type of Service (i.e CDMA, GSM, TDMA, PAGING):	CDMA, PCS, LTE & AWS				

#### **TOWER SPACE REQUIREMENTS**

Appx 14' diameter (as shown on lease exhibit)

#### **ADDITIONAL INFORMATION/COMMENTS**

Verizon is proposing a new 82' high stealth monopole disguised as a eucalyptus tree.

#### **SITE FEASIBILITY WALK**

To discuss in detail your onsite needs and requirements, Riverside County will schedule a predesign site walk with the Applicant and the Riverside County Facility Management team.

- This Application is subject to Riverside County's Communication, Engineering and Facilities Management approval.
- Modification to the building is subject to local zoning approval.
- Applicant must attach manufacturer's equipment specifications for antennas, mounts, cabinets, shelters, cables etc.



## NOTICE OF EXEMPTION

May 29, 2014

**Project Name:** Corona County Administrative Center, Verizon Wireless Communications Site Lease

**Project Number:** CR014

**Project Location:** APN: 118-270-048; 505 S. Buena Vista Avenue, Corona, California  
Latitude: 33° 52' 41.8440"N, Longitude: -117° 33' 27.7560"W. (See attached exhibit).

**Description of Project:** The County of Riverside, Economic Development Agency (EDA) proposes to enter into a new lease agreement with Verizon Wireless for the Corona County Administrative Center, (see attached Exhibit "A"). Originally in October 2000, the County, as lessor, entered into the lease with Verizon to install a prefabricated shed near the front entrance of the Corona CAC building and to install antenna equipment on the County's roof-mounted tower structure. The building has since become the subject of a Joint Occupancy Agreement with the State of California for the courts. Access to the rooftop has become an issue along with support of the weight of the antennae. The existing lease term expired on June 30, 2013, and will be extinguished and replaced by a new lease agreement wherein Verizon will be permitted to construct a new self-supporting disguised tower structure on the grounds on the north side of the building proximate to their existing shed. The new tower will resemble a eucalyptus tree. Only minimal construction impacts would occur and once operational, no additional direct or indirect physical environmental impacts are anticipated with the operation of the site beyond occasional maintenance activities.

The proposed Project is the letting of property involving existing facilities with minor tenant improvement alterations, and negligible expansion of an existing use will occur. Verizon has obtained the necessary zoning approval for their project through the City of Corona, which included California Environmental Quality Act (CEQA) exemption.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1 – Existing Facilities; Section 15303, Class 3; General Rule Exemption Section 15061.

**Reasons Why Project is Exempt:** The project is 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 any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact.

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8914 • F: 951.955.6686

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

The renewal of the lease for an existing wireless facility and the construction of a new facility located near the existing equipment storage shed is not anticipated to result in any significant physical environmental impacts.

- Section 15301 – Class 1 Existing Facilities Exemption. This 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 the lease and minor physical improvement of an existing telecommunications facility. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. Therefore, the project meets the scope and intent of the Class 1 Exemption.
- Section 15303 – Class 3 New Construction or Conversion of Small Structures Exemption. This exemption includes the installation or construction of small structures and the installation of new equipment in small structures. The minor alteration of an existing telecommunications site from the roof to the grounds located next to the existing shed, and the inclusion of cladding to reduce the visual impacts of the facility, fits within the intended uses for this exemption.
- Section 15061 – General Rule or "Common Sense" Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The lease and minor improvements to an already existing telecommunications facility will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Construction activities will be limited and once operational, no impacts are anticipated. 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.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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: \_\_\_\_\_



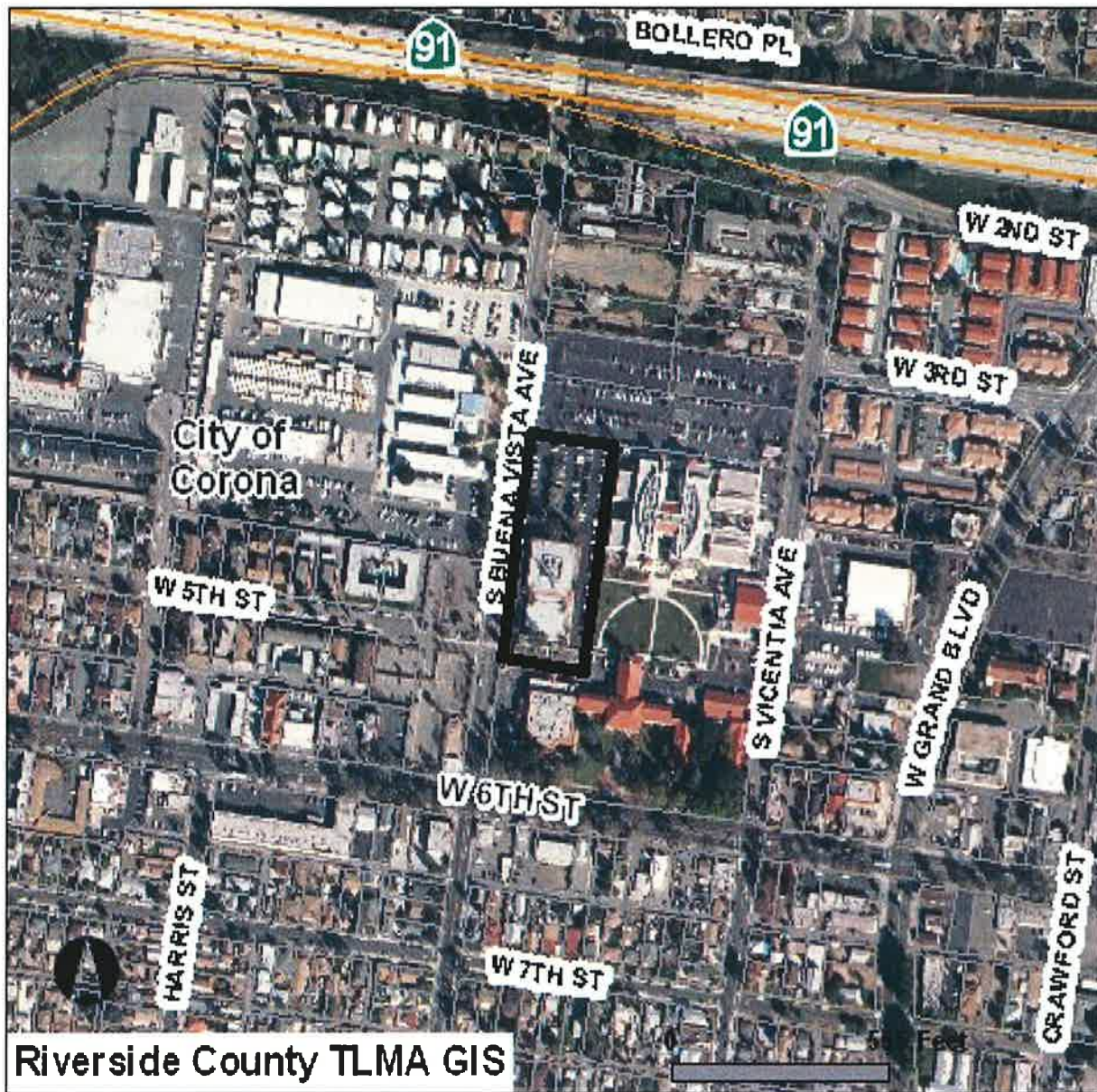
Date: \_\_\_\_\_

5.30.14

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency



## RIVERSIDE COUNTY GIS



Selected parcel(s):  
118-270-048

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Fri May 30 09:10:24 2014

Version 131127

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Corona CAC, Verizon Wireless Communications Site Lease**

**Accounting String: 523230-47220-7200400000- FM047166001400**

DATE: May 30, 2014

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:



PRESENTED BY: James Force, Supervising Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 30, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # CR014**  
Corona County Administrative Center, Verizon Wireless Communications Site Lease  
Assessor Parcel Number 118-270-048

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file