

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE: 10/22/14

Departmental Concurrence

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

147 A



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:

October 23, 2014

SUBJECT: First Amendment to Communications Site Lease – Sun City Fire Station Number 7, District 3/District 5, 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 Section 15301, Existing Facilities and direct the Clerk of the Board to file the Notice of Exemption;
2. Approve the attached First Amendment to Communications Site Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

BACKGROUND:

Summary (Commences on Page 2)

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: 3/5

Agenda Number:

3-13

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

Economic Development Agency/Facilities Management

FORM 11: First Amendment to Communications Site Lease – Sun City Fire Station Number 7, District 3/District 5, CEQA Exempt [\$0]

DATE: October 23, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

In 2010, the County entered into a Communications Site Lease Agreement with STC One LLC, A Delaware limited liability company, by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact to construct, maintain and operate a communications facility, including tower structures, antennas, equipment, any related improvements and structures, equipment shelters, cabinets, meter boards, utilities, and incidental uses. The current lease will expire December 31, 2019. The First Amendment to Communication Site Lease provides for an expansion of the premises and a rental increase summarized below.

Lessee: STC One, LLC, a Delaware limited liability company
Global Signal Acquisitions II LLC, a Delaware limited liability company its Attorney in Fact

Premises Location: 27860 Bradley Road
Sun City, California

	<u>Current</u>	<u>New</u>
Term:	January 1, 2010 – December 31, 2019	
Premises:	1,556 square feet	1,616 square feet
Rent:	\$2,398.46	\$2,488.64
Utilities:	Provided by Lessee	
Maintenance:	Provided by Lessee	
Assignment and Subleasing:	Subject to County approval.	

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

Attachment:
First Amendment to Lease
CEQA Report

1 **FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

2 Sun City Fire Station Number 7,
3 27860 Bradley Road, Sun City, California
4

5 This FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE
6 AGREEMENT (the "First Amendment") is entered into this ____ day of
7 _____, 2014, by and between the COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California, ("Lessor") and STC ONE LLC, a Delaware limited
9 liability company, by and through Global Signal Acquisitions II LLC, a Delaware limited
10 liability company, its attorney in fact ("Lessee").
11

12 **RECITALS**
13

14 WHEREAS, Lessor and Lessee entered into a Communications Site Lease
15 Agreement dated March 30, 2010 (the "Lease") whereby Lessee leased certain real
16 property, together with access and utility easements, legally described in Exhibit "B" to
17 the Lease (the "Premises"), all located within certain real property owned by Lessor,
18 legally described in Exhibit "A" to the Lease, commonly known as 27860 Bradley Road,
19 Sun City, California (the "Property"); and
20

21 WHEREAS, STC ONE LLC has granted Global Signal Acquisitions II LLC a
22 Limited Power of Attorney to execute certain documents, including this First
23 Amendment; and
24

25 WHEREAS, the Premises may be used for the purpose of constructing,
26 maintaining and operating a communications facility, including tower structures,
27 equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related
28 improvements and structures and uses incidental thereto; and

1 WHEREAS, the Lease has a term that commenced on January 1, 2010 and
2 expires on December 31, 2019; and
3

4 WHEREAS, Lessor and Lessee desire to expand the square footage of the
5 Premises and amend the Lease on the terms and conditions contained herein.
6

7 NOW THEREFORE, for good and valuable consideration, the receipt and
8 sufficiency of which are acknowledged, Lessor and Lessee agree as follows:
9

10 1. Recitals; Defined Terms. The parties acknowledge the accuracy of the
11 foregoing recitals. Any capitalized terms not defined herein shall have the meanings
12 ascribed to them in the Lease.
13

14 2. Premises. Section 1 of the Lease shall be amended as follows:
15 The leased square footage of the Premises for this Lease shall be expanded from
16 1,556 square feet to 1,616 square feet, as shown on Exhibit "A" to this First
17 Amendment. Notwithstanding anything to the contrary set forth in this First
18 Amendment, Lessee is not relinquishing any rights to the leased area, access
19 easements, and/or utility easements that it legally possesses prior to the date of this
20 First Amendment. Lessee's leasehold rights and access and utility easement rights
21 over such areas shall remain in full force and effect and the Premises shall be deemed
22 to include such areas.
23

24 3. Rent. Section 4 of the Lease shall be amended as follows:
25 Commencing upon full execution of this First Amendment, Lessee shall pay the
26 increased base monthly rent of Two Thousand Four Hundred Eighty-Eight and 64/100
27 Dollars (\$2,488.64), as rent for the Premises, payable in advance, on the first day of
28 the month or soon thereafter.

1 4. Governmental Approvals. If requested by Lessee, Lessor will execute, at
2 Lessee's sole cost and expense, all documents required by any governmental authority
3 in connection with any development of, or construction on, the Premises, including
4 documents necessary to petition the appropriate public bodies for certificates, permits,
5 licenses and other approvals deemed necessary by Lessee in Lessee's absolute
6 discretion to utilize the Premises for the purpose of constructing, maintaining and
7 operating a communications facility, including without limitation, tower structures,
8 antenna support structures, cabinets, meter boards, buildings, antennas, cables,
9 equipment and uses incidental thereto. Lessor agrees to be named applicant if
10 requested by Lessee. Lessor shall be entitled to no further consideration with respect
11 to any of the foregoing matters.

12
13 5. Ratification.

14 a) Lessor and Lessee agree that Lessee is the current Lessee under the
15 Lease, the Lease is in full force and effect, as amended herein, and the Lease contains
16 the entire agreement between Lessor and Lessee with respect to the Premises.

17 b) Lessor agrees that any and all actions or inactions that have occurred or
18 should have occurred prior to the date of this First Amendment are approved and
19 ratified and that no breaches or defaults exist as of the date of this First Amendment.

20 c) Lessor represents and warrants that Lessor is duly authorized and has
21 the full power, right and authority to enter into this First Amendment and to perform all
22 of its obligations under the Lease as amended.

23
24 6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS
25 Form W-9, or its equivalent, upon execution of this First Amendment and at such other
26 times as may be reasonably requested by Lessee. In the event the Property is
27 transferred, the succeeding Lessor shall have a duty at the time of such transfer to
28 provide Lessee with a completed IRS Form W-9, or its equivalent, and other related

1 paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide
2 the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a
3 default and Lessee may take any reasonable action necessary to comply with IRS
4 regulations including, but not limited to, withholding applicable taxes from rent
5 payments.

6
7 7. First Amendment to Prevail. The provisions of this First Amendment shall
8 prevail over any inconsistency or conflicting provisions of the Lease, as heretofore
9 amended, and shall supplement the remaining provisions thereof. Unless defined
10 herein or the context requires otherwise, all capitalized terms herein shall have the
11 meaning defined in the Lease, as heretofore amended.

12
13 8. Miscellaneous. Except as amended or modified herein, all the terms of
14 the Lease shall remain in full force and effect and shall apply with the same force and
15 effect. If any provisions of this First Amendment or the Lease shall be determined to
16 be illegal or unenforceable, such determination shall not affect any other provision of
17 the Lease and all such other provisions shall remain in full force and effect, including
18 the annual rent increase set forth in the Lease. The language in all parts of the Lease
19 shall be construed according to its normal and usual meaning and not strictly for or
20 against either Lessor or Lessee. Neither this Amendment, nor the Lease, nor any
21 notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

22
23 9. Approval. Anything to the contrary notwithstanding, this First Amendment
24 shall not be binding or effective until its approval and execution by the Chairman of the
25 Riverside County Board of Supervisors.

1 IN WITNESS WHEREOF, LESSOR and LESSEE have executed this First
2 Amendment on this _____ day of _____, 2014.

3
4 LESSOR:


LESSEE:

5
6 COUNTY OF RIVERSIDE, a political
subdivision of the State of California

STC ONE LLC,
a Delaware limited liability company

7
8 By: Global Signal Acquisitions II, LLC,
9 a Delaware limited liability company
10 Its: Attorney-In-Fact

11 By: _____
12 Jeff Stone, Chairman
Board of Supervisors

By: 
13 Print Name: WILLIAM HEAPY
14 Title: DISTRICT MANAGER

15 APPROVED AS TO FORM:
16 Gregory P. Priamos
County Counsel

17 By: 
18 Patricia Munroe
19 Deputy County Counsel

20
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26 LH:ra/061014/SN003/16.704

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EXHIBIT A

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Dept	Approved	Date
AMC		
RE		
RF		
INT		
EE		
OPS		
SSC/IT		



NOTICE OF EXEMPTION

October 7, 2014

Project Name: County of Riverside, Sun City Fire Station Lease Amendment

Project Number: FM047364300300

Project Location: 27860 Bradley Road, Sun City, California 92586
Assessor Parcel Number 335-202-002 (See attached exhibits)

Description of Project: In 2010, the County of Riverside entered into a Communications Site Lease Agreement with STC One LLC, A Delaware limited liability company, by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact to construct, maintain and operate a communications facility, including tower structures, antennas, equipment, any related improvements and structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, and incidental uses. The current lease will expire December 31, 2019. The First Amendment to Communication Site Lease provides for an expansion to the leased premises and a rental increase (Project). The leased premises will be expanded from 1,556 square feet to 1,616 square feet – a sixty foot increase- to accommodate a new generator to allow for the continued maintenance and operation of the communications facility. Only minimal construction impacts would occur and any subsequent zoning approvals and permits would go through the County of Riverside. Once operational, no additional direct or indirect physical environmental impacts are anticipated with the operation of the site beyond occasional maintenance activities. The generator is an emergency back-up in case of power loss to the facility to ensure emergency calls and services continue. Therefore, no additional noise or air quality impacts related to operations would occur. The expanded lease area is in an already developed communications site with existing tower structures. No unique biological habitat would be impacted and, given the existing towers and light standards, no visual or aesthetic impacts would occur. Any construction for the inclusion of additional communication equipment at the site would be minimal.

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; 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

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Workforce Development

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. The amendment to the lease for a rental increase and the minimal expansion of the leased premises for a new generator that would only operate due to power failure at the facility to ensure emergency communications would continue 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 communications site. 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. The site is located in an already developed fire station with existing communications towers and equipment cabinets and any expansion in the site of the facility is negligible. Therefore, the project meets the scope and intent of the Class 1 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 communications site 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. Only minimal service calls would be required at the facility. Construction activities will be limited and once operational, no impacts are anticipated. As stated, the site is located in an already developed fire station with existing communications towers and equipment cabinets. No unique biological habitat would be impacted and, given the existing towers and light standards, no visual or aesthetic impacts would occur. The generator is merely being added to provide for emergency back-up for the facility due to a loss of power to the system and therefore will not result in any additional noise or air quality impacts. 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 meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:



Date:

10/7/14

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

335-202-002



Selected parcel(s):
335-202-002

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 Oct 03 12:43:06 2014
Version 131127

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Sun City Fire Station Lease Amendment

Accounting String: 524830-47220-7200400000- FM047364300300

DATE: October 7, 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: Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: October 3, 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 # FM047364300300**
Sun City Fire Station Lease Amendment- 27860 Bradley Rd., Sun City, California 92586
Assessor Parcel Number: 335-202-002

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 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file