

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/23/14

Departmental Concurrence

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

254



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 November 13, 2014

SUBJECT: First Amendment to Communications Site Lease – Pat Merritt Dog Park, 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 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

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, revenue lease payments to TLMA

Budget Adjustment: No

For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 2/2

Agenda Number:

3-32

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 – Pat Merritt Dog Park, District 2/District 2, CEQA Exempt [\$0]

DATE: November 13, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

In 2006, the County entered into a Communications Site Lease Agreement with T-Mobile West Tower, LLC, a Delaware limited liability company, which has been assigned to CCTMO LLC, a Delaware limited liability company (dba Crown Castle) to construct, maintain and operate a communications facility, including a tower structure, antennas, equipment, any related improvements and structures, equipment shelters, cabinets, meter boards, utilities, antennas and equipment. Currently, Crown Castle has one licensee (T-Mobile) using the tower, and is adding Verizon. The current lease term expires June 25, 2017. Verizon has requested additional term from Crown Castle to justify their initial investment. Crown Castle must first extend its lease term with the County before they can issue an appropriate length license to Verizon. This First Amendment to Lease has provisions to extend the term at the conclusion of the initial five year term for four extensions of five years each with the final lease extension, if exercised, expiring on June 25, 2042.

Lessee: CCTMO, Inc.
Attorney-in-Fact for T-Mobile West Tower, LLC

Premises Location: Limonite Frontage Road
Riverside, California

	<u>Current</u>	<u>New</u>
Term:	June 26, 2007 – June 25, 2017	June 26, 2017 – June 25, 2022
Option to Extend:	None	Four 5-year extensions through June 25, 2042
Rent:	\$2,368.68 with 4% annual increases	\$2,664.44 with 4% annual increases
Additional Rent:	The Lessee agrees to pay Lessor forty percent of the rental, license or similar payments received by Lessee from any subtenant other than T-Mobile and Verizon. Lessee will also pay a one-time administrative fee in the amount of \$7,500 to EDA as a Conditional Signing Bonus to offset EDA staff time and other expenses.	
Utilities:	Provided by Lessee	
Maintenance:	Provided by Lessee	
Assignment and Subleasing:	Subject to County approval.	

The rent derived from this lease is steered to TLMA and is used to offset costs associated with maintaining and operating Pat Merritt Dog Park. 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 Pat Merritt Dog Park,

3 6377 Limonite Frontage Road, Riverside, 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 T-MOBILE WEST TOWER LLC, a
9 Delaware limited liability company, by and through CCTMO LLC, a Delaware limited
10 liability company, its attorney in fact (“Lessee”).

11 **RECITALS**

12 WHEREAS, Lessor and Omnipoint Communications, Inc. (“Original Lessee”)
13 entered into a Communications Site Agreement dated July 10, 2006 (the “Lease”)
14 whereby Original Lessee leased certain real property, together with access and utility
15 easements, legally described in Exhibit “A” to the Lease commonly known as Pat
16 Merritt Dog Park, located at Dog Park Limonite Frontage Road, as more particularly
17 described in the Lease (the “Premises”), all located within certain real property owned
18 by Lessor (“Lessor’s Property”); and

19 WHEREAS, T-MOBILE WEST TOWER LLC is currently the Lessee under the
20 Lease as successor in interest to the Original Lessee; and

21 WHEREAS, T-MOBILE WEST TOWER LLC has granted CCTMO LLC a Limited
22 Power of Attorney to execute certain documents, including this First Amendment; and

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

1 WHEREAS, the Lease had an initial term that commenced on June 26, 2007
2 and expired on June 25, 2012. The Lease provides for one (1) extension of five (5)
3 years, which was exercised by Lessee. According to the Lease, the extension expires
4 on June 25, 2017; and

5 WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and
6 conditions contained herein.

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

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

12 2. Term. Section 4 of the Lease is hereby deleted in its entirety and the
13 following is inserted in its place:

14 The initial term of this Lease shall be for a period of five (5) years commencing on June
15 26, 2007 and expiring on June 25, 2012 (the "Initial Term"). At the conclusion of the
16 Initial Term, Lessee shall be entitled to four (4) extensions of five (5) years each, with
17 the final lease extension expiring on June 25, 2032 (each extension is referred to as a
18 "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred
19 to as the "Lease Term." The Lease Term shall automatically be extended for each
20 successive Renewal Term unless Lessee notifies Lessor of its intention not to renew in
21 writing at least thirty (30) days prior to the expiration of the then current five (5) year
22 term. Lessor and Lessee hereby acknowledge that Lessee has exercised the first
23 Renewal Term as of June 25, 2012 for five (5) years, leaving a balance of three (3)
24 Renewal Terms.

25 3. Assignment and Subleasing. Section 14 of the Lease is hereby deleted
26 in its entirety and the following inserted in its place:

27 Lessee shall not have the right to assign this Lease, in whole or in part, without
28 Lessor's prior written consent, which consent will not be unreasonably withheld;

1 provided however, that Lessee may assign this Lease without Lessor's consent to its
2 parent company, a subsidiary or affiliate, or to any successor-in-interest or entity
3 acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing
4 entity's interest, if any. Lessee will notify Lessor of any such assignment pursuant to a
5 change in ownership that does not require consent. Upon the effective date of any
6 assignment, assignee shall be bound to all of Lessee's liabilities and obligations of this
7 Lease. Lessee shall have the right, upon written notification to Lessor, to sublease
8 space or grant a similar right of use or occupancy within the Premises to a third party
9 for the installation of telecommunications equipment and antennas in connection with
10 the operation of Lessee's business at the Premises.

11 4. Additional Rent. In addition to the rent currently paid by Lessee to Lessor
12 pursuant to the Lease, as further consideration for the right of Lessee to exclusively
13 use and sublease the Premises, Lessee shall pay additional rent if Lessee subleases,
14 licenses or grants similar right of use or occupancy in the Premises to an unaffiliated
15 third party Broadband Tenant that is not an existing user on the Premises (a "Future
16 Broadband Sublease"), Lessee agrees to pay to Lessor forty percent (40%) of the
17 rental, license or similar payments actually received by Lessee (excluding any
18 reimbursement of taxes, construction costs, installation costs, revenue share
19 reimbursement or other expenses incurred by Lessee) ("Additional Rent") within sixty
20 (60) days after receipt of payment pursuant to a Future Broadband Sublease. Lessee
21 shall have no obligation for payment to Lessor of Additional Rent if payment is not
22 actually received by Lessee. Non-payment of such rental, license or other similar
23 payment pursuant to a Future Broadband Sublease shall not be a default under this
24 Lease, and Lessor shall have no recourse against Lessee as a result of failure of
25 payment thereof. Lessee shall have sole discretion as to whether, and on what terms,
26 to sublease, license or otherwise allow occupancy of the Leased Premises, subject to
27 the terms of the Lease, and there shall be no express or implied obligation of Lessee to
28 do so. If any Future Broadband Sublease expires or terminates for any reason, Lessee

1 shall no longer be obligated to pay Additional Rent for such Future Broadband
2 Sublease. Notwithstanding anything in this paragraph to the contrary, Lessor shall not
3 be entitled to Additional Rent for any sublease or license to any subtenant of Lessee or
4 any successors and/or assignees of such subtenant who commenced use of the
5 Premises or executed a sublease or license prior to the effective date of this First
6 Amendment. As used herein, "Broadband Tenant" shall mean any subtenant which is
7 a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3)
8 engaged primarily in the business of providing wireless telephony services to its
9 customers. Lessor and Lessee acknowledge that Verizon Wireless currently has a
10 pending application for colocation of its equipment on the Premises. Lessor and
11 Lessee agree and acknowledge that in no event shall Lessor shall be entitled to
12 Additional Rent relating to Verizon Wireless.

13 5. Consideration. Lessee will pay to Lessor a one-time amount of Seven
14 Thousand Five Hundred and 00/100 Dollars (\$7,500.00) for the full execution of this
15 First Amendment within sixty (60) days of the full execution of this First Amendment
16 (the "Conditional Signing Bonus"). In the event this First Amendment (and any
17 applicable memorandum) is not fully executed by both Lessor and Lessee for any
18 reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to
19 Lessor.

20 6. Business Summary Report. Once per calendar year, Lessor may submit
21 a written request to Lessee for a business summary report pertaining to Lessee's rent
22 obligations for the prior twelve (12) month period, and Lessee shall provide such
23 written accounting to Lessor within sixty (60) days after Lessee's receipt of such written
24 request.

25 7. Governmental Approvals. If requested by Lessee, Lessor will execute, at
26 Lessee's sole cost and expense, all documents required by any governmental authority
27 in connection with any development of, or construction on, the Premises, including
28 documents necessary to petition the appropriate public bodies for certificates, permits,

1 is transferred, the succeeding Lessor shall have a duty at the time of such transfer to
2 provide Lessee with a completed IRS Form W-9, or its equivalent, and other related
3 paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide
4 the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a
5 default and Lessee may take any reasonable action necessary to comply with IRS
6 regulations including, but not limited to, withholding applicable taxes from rent
7 payments.

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

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

1 13. Approval. Anything to the contrary notwithstanding, this First Amendment
2 shall not be binding or effective until its approval and execution by the Chairman of the
3 Riverside County Board of Supervisors.


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

6
7 LESSOR:
8 COUNTY OF RIVERSIDE, a political
9 subdivision of the State of California

LESSEE:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

10
11 By: CCTMO LLC,
12 a Delaware limited liability company
13 Its: Attorney In Fact

14 By: _____
15 Jeff Stone, Chairman
16 Board of Supervisors

17
18 By: 
19 Print Name: WILLIAM HEAPY
20 Title: DISTRICT MANAGER

21 APPROVED AS TO FORM:
22 Gregory P. Priamos, County Counsel

23
24 By: 
25 Patricia Munroe
26 Deputy County Counsel

SITE NUMBER: IE04873A
SITE NAME: SB406 Dog Park

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows (five pages follow):

PARCEL 1:

THAT PORTION OF LOT 1 OF THE AMENDED MAP OF RIVERVIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE(S) 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF LIMONITE AVENUE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1;

THENCE SOUTH $16^{\circ} 05' 25''$ WEST, ALONG THE NORTHWESTERLY LINE THEREOF, 1186.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF LIMONITE AVENUE AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 28, 1933 IN BOOK 148 PAGE 168 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEARING SOUTH $42^{\circ} 45' 20''$ WEST, AS IT INTERSECTS PACIFIC AVENUE;

THENCE NORTH $42^{\circ} 45' 20''$ EAST, ON SAID PARALLEL LINE 509.28 FEET, FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH $42^{\circ} 45' 20''$ WEST, 300.00 FEET;

THENCE AT RIGHT ANGLES SOUTHEASTERLY TO A POINT 10.00 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF THAT PORTION OF LIMONITE AVENUE CONVEYED TO ROSEMEAD INVESTMENT CO., A CORPORATION, BY DEED FROM THE COUNTY OF RIVERSIDE, RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTHEASTERLY PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LIMONITE AVENUE, TO A POINT WHICH BEARS SOUTH $47^{\circ} 14' 40''$ EAST FROM THE TRUE POINT OF BEGINNING.

THENCE NORTH $47^{\circ} 14' 40''$ WEST 70.51 FEET MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN FRONTAGE ROAD.

SITE NUMBER: IE04873A
SITE NAME: SB406 Dog Park

PARCEL 2:

THAT PORTION OF LOT 1 OF THE AMENDED MAP OF RIVERVIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE(S) 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, SHOWN AS A PORTION OF PARCEL 45 ON RECORD OF SURVEY ENTITLED 'RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON A MAP OF JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ON FILE IN BOOK 25 PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF LIMONITE AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1;

THENCE SOUTH 16° 05' 25" WEST ALONG THE NORTHWESTERLY LINE THEREOF 1186.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE FROM THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF LIMONITE AVENUE AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED NOVEMBER 28, 1933 IN BOOK 148 PAGE 168 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEARING SOUTH 42° 45' 20" WEST AS IT INTERSECTS PACIFIC AVENUE;

THENCE NORTH 42° 45' 20" EAST, ON SAID PARALLEL LINE, 509.28 FEET;

THENCE SOUTH 42° 45' 20" WEST, 300.00 FEET, FOR THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 42° 45' 20" WEST, 258.94 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5100.00 FEET, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THAT PARCEL 2 IN DEED FROM THE COUNTY OF RIVERSIDE RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHWESTERLY ON SAID CURVE 41.06 FEET;

THENCE SOUTH 46° EAST, TO A POINT 10.00 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF THAT PORTION OF LIMONITE AVENUE CONVEYED TO ROSEMEAD INVESTMENT CO., A CORPORATION, BY DEED FROM THE COUNTY OF RIVERSIDE, RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTHEASTERLY PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LIMONITE AVENUE, TO A POINT BEARING SOUTHEASTERLY AT RIGHT ANGLES FROM THE TRUE POINT OF BEGINNING;

SITE NUMBER: IE04873A
SITE NAME: SB406 Dog Park

THENCE NORTHWESTERLY ON SAID RIGHT ANGLE LINE, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN FRONTAGE ROAD.

PARCEL 3:

THOSE PORTIONS OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, SHOWN AS PORTIONS OF PARCELS 44 AND 45 ON RECORD OF SURVEY ENTITLED "RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ON FILE IN BOOK 25 PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND LOTS 1 AND 2 OF THE AMENDED MAP OF RIVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF LIMONITE AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1;

THENCE SOUTH $16^{\circ} 05' 25''$ WEST ALONG THE NORTHWESTERLY LINE THEREOF 1186.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHEASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHWESTERLY EXTENSION OF THE CENTER LINE OF LIMONITE AVENUE, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 28, 1933 IN BOOK 148 PAGE 168 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEARING SOUTH $42^{\circ} 45' 20''$ WEST, AS IT INTERSECTS PACIFIC AVENUE;

THENCE NORTH $42^{\circ} 45' 20''$ EAST, ON SAID PARALLEL LINE 509.28 FEET;

THENCE SOUTH $42^{\circ} 45' 20''$ WEST, ON SAID PARALLEL LINE 558.94 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5100.00 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 41.06 FEET, FROM THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN PARCEL 2 OF DEED FROM THE COUNTY OF RIVERSIDE RECORDED MARCH 21, 1962 AS INSTRUMENT NO. 25986 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY LINE AND ON THE SOUTHWESTERLY EXTENSION THEREOF, TO A POINT ON THE NORTHWESTERLY LINE OF SAID LIMONITE AVENUE, DISTANT NORTHEASTERLY THEREON 61.76 FEET FROM THE MOST SOUTHERLY CORNER OF PARCEL 44, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH $23^{\circ} 47' 52''$ EAST, 10.00 FEET;

SITE NUMBER: JE04873A
SITE NAME: SB406 Dog Park

THENCE NORTHEASTERLY PARALLEL WITH AND 10.00 FEET
SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LIMONITE
AVENUE, TO A POINT WHICH BEARS SOUTH 46° EAST FROM THE TRUE
POINT OF BEGINNING.

THENCE NORTH 46° WEST TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREOF ANY PORTION THEREIN LYING WITH FRONTAGE
ROAD.

PARCEL 4:

THAT CERTAIN TRIANGULAR PORTION OF LOT 2 AS SHOWN ON MAP OF
RIVERVIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 58 OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED
ON THE SOUTHWEST BY PARCEL 44 OF RECORD OF SURVEY, ON FILE
IN BOOK 25 PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA; BOUNDED ON THE NORTH BY THE
NORTHERLY LINE OF SAID LOT 2, AND BOUNDED ON THE SOUTHEAST
BY THE NORTHWEST LINE OF LIMONITE AVENUE, AS SAID AVENUE IS
SHOWN ON SAID RECORD OF SURVEY.



NOTICE OF EXEMPTION

October 7, 2014

Project Name: County of Riverside, Pat Merritt Dog Park First Amendment to Lease

Project Number: FM0473611030500

Project Location: 6377 Limonite Frontage Road, Riverside, California 92509
Assessor Parcel Number 186-080-009 (See attached exhibits)

Description of Project: In 2006, the County of Riverside entered into a Communications Site Lease Agreement with T-Mobile West Tower, LLC, a Delaware limited liability company by and through CCTMO 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 lease has expired on June 25, 2012. The new lease provides for one extension of five years which was exercised by Lessee. That lease expires June 25, 2017. This First Amendment to Lease has provisions to extend the term at the conclusion of the initial term for four extensions of five years each with the final lease extension expiring on June 25, 2032 (the project). The project does not provide for any physical changes or alterations to the existing structure. No construction would occur and the communications facility would continue to operate in a similar manner.

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 impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The communications facility is an existing structure located in a developed dog park. The renewal of the lease for an existing communications facility is not anticipated to result in any significant physical environmental impacts.

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Real Property
Redevelopment Agency
Workforce Development

- 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 of an existing communications 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 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 to an already existing communications 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. No construction activities will take place and once operational, no impacts are anticipated. The communications facility is located in an already developed dog park with no sensitive biological habitat. 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

186-080-009



Selected parcel(s):
186-080-009

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 12:34:28 2014

Version 131127

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Pat Merritt Dog Park First Amendment to Lease

Accounting String: 524830-47220-7200400000- FM0473611030500

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 # FM0473611030500**
Pat Merritt Dog Park Lease Amendment – 6377 Limonite Frontage Rd., Riverside, California 92509
Assessor Parcel Number: 186-080-009

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