

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 1/21/16

505



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

FROM: Economic Development Agency

SUBMITTAL DATE:
 January 21, 2016

SUBJECT: First Amendment to Lease- PSEC – Edom Hill Communications Site, 50-Year Lease, CEQA Exempt, District 4, [\$4,770,489] PSEC Operating Budget 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) "Common Sense" Exemption, and direct the Clerk of the Board to file the Notice of Exemption;
2. Ratify the attached First Amendment to Lease 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)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra 1/19/16

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	\$ 33,637	\$ 34,606	\$ 4,770,489	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: PSEC Operating Budget 100%
 Budget Adjustment: No
 For Fiscal Year: 2015/16-64/65

C.E.O. RECOMMENDATION: APPROVE
 REVIEWED BY CIP: [Signature]
 BY: Rohini Dasika
 County Executive Office Signature: [Signature] Chand 1/25/16
 Rohini Dasika

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 2, 2016
 xc: EDA, Recorder

Kecia Harper-Ihem
 Clerk of the Board
 By: [Signature]
 Deputy

Prev. Agn. Ref.: 3.9 of 6/21/05 | District: 4 | Agenda Number:

3-4

By: [Signature]
 Steve Reneker, Chief Information Officer
 Riverside County Informational Technology

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

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

Economic Development Agency

FORM 11: First Amendment to Lease- PSEC – Edom Hill Communications Site, 50-year lease, CEQA Exempt, District 4, [\$4,770,489] PSEC Operating Budget 100%

DATE: January 21, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

On July 1, 2005, the Riverside County Information Technology (RCIT) entered into a ground lease for a telecommunications site located at 81 Edom Hill Road, near Cathedral City (commonly known to the County as Edom Hill). The agreement gave RCIT the authorization to build, operate, and maintain an 800 MHz radio system on the site, in support of the Public Safety Radio System.

Edom Hill has improved the radio coverage for the desert communities, and has proven to be an essential site for the County's Sheriff Department, as well as other County departments in assisting with routine functions. The initial agreement was established as a ten year term, which expired on June 30, 2015. The rent for the site is paid on an annual basis, with an increase rate of five percent after every anniversary. Subsequently, the annual rent has escalated to a payment of \$18,615.93.

At this point, RCIT desires to amend the agreement, with a retroactive term of five years that commences on July 1, 2015, and concludes on June 30, 2020. Additionally, the lease will be supplemented with options to extend to nine further terms of five years each (each, a Renewal Term) from the conclusion of the initial term on June 30, 2065 upon the same terms and conditions described in the initial agreement, and at the same rate of increase. Each renewal term will commence automatically, unless action to terminate be taken by the County. Both parties have agreed to the terms set forth on the First Amendment.

The First Amendment to the Licensing Agreement has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3) and Section 15301 Class 1, Existing Facility, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction; it merely involves the curing of Section 1.F of the original agreement.

Impact on Citizens and Businesses

This facility will continue to provide important communications coverage for RCIT PSEC and enhances public safety communications for the benefit of residents and businesses in the desert communities.

SUPPLEMENTAL:

Additional Fiscal Information

RCIT will budget these costs in FY 2015/16 thru FY 2064/65 and will reimburse EDA for all lease costs on an annual basis.

Lessor: InSite Towers, LLC

Premises Location: 81 Edom Hill Road
Indio, California 92881

	<u>Current</u>	<u>New</u>
Term:	July 1, 2005 – June 30, 2015	July 1, 2015 – June 30, 2065
Options to Extend:		Nine consecutive five year terms
Annual Rent:	\$17,729.46	\$18,615.93
Annual Increase	5%	

(Continued)

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

Economic Development Agency

FORM 11: First Amendment to Lease- PSEC – Edom Hill Communications Site, 50-year lease, CEQA Exempt, District 4, [\$4,770,489] PSEC Operating Budget 100%

DATE: January 21, 2016

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

(Continued)

Utilities: Electricity only, paid by the County directly.

Attachments:

Exhibit A, B & C

First Amendment to Lease Agreement

CEQA Notice of Exemption

Aerial Image

Exhibit A

FY 2015/16

Edom Hill Communication Site

81 Edom Hill, near Desert Hot Springs, California

ESTIMATED AMOUNTS

Total Lease Cost (July-June)	\$	18,615.93
Total Estimated Lease Cost for FY 2015/16	\$	<u>18,615.93</u>

Estimated Additional Costs:

Estimated Utility Costs per Month	\$	1,187.86	
Total Estimated Utility Cost			<u>\$ 14,254.32</u>
Tenant Improvement	\$	-	
Total EDA Lease Management Fee 4.12%	\$	766.98	
TOTAL ESTIMATED COST FOR FY 2015/16	\$		<u><u>33,637.23</u></u>

Exhibit B

FY 2016/17

Edom Hill Communication Site

81 Edom Hill, near Desert Hot Springs, California

ESTIMATED AMOUNTS

Total Lease Cost (July - June)	\$	19,546.73
Total Estimated Lease Cost for FY 2016/17	\$	19,546.73
<u>Estimated Additional Costs:</u>		
Estimated Utility Costs per Month	\$	<u>1,187.86</u>
Total Estimated Utility Cost	\$	14,254.32
EDA Lease Management Fee - 4.12%	\$	<u>805.33</u>
TOTAL ESTIMATED COST FOR FY 2016/17	\$	<u><u>34,606.37</u></u>

Exhibit C

FY 2017/18 to FY 2064/65
Edom Hill Communication Site
81 Edom Hill, near Desert Hot Springs, California

ESTIMATED AMOUNTS

	FY 2017/18	FY 2018/19	FY 2019/20- 2064/65
Total Lease Cost (July - June)	\$ 20,524.06	\$ 21,550.27	\$ 3,816,970.65
Total Estimated Lease Cost for FY 2017/18 to FY 2064/65	\$ 20,524.06	\$ 21,550.27	\$ 3,816,970.65
<u>Estimated Additional Costs:</u>			
Estimated Utility Costs per Month	\$ 1,187.86	\$ 1,187.86	\$ 1,187.86
Total Estimated Utility Cost	\$ 14,254.32	\$ 14,254.32	\$ 655,698.72
EDA Lease Management Fee - 4.12%	\$ 845.59	\$ 887.87	\$ 157,259.19
TOTAL ESTIMATED COST FOR FY 2017/18 to FY 2064/65	\$ 35,623.97	\$ 36,692.46	\$ 4,629,928.56

F11: Cost - Total Cost \$ 4,770,488.59

LESSOR SITE: CA008 Edom Hill B (Riverside Ground)
LESSEE SITE: Edom Hill
LESSEE: County of Riverside

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment") is made this 2nd day of February, 2016 ("Execution Date") by and between **InSite Towers, LLC**, a Delaware limited liability company ("LESSOR"), and **County of Riverside**, a political subdivision of the State of California ("LESSEE").

WHEREAS, LESSOR, is the successor in interest to The Edom Hill Property Owners (as defined in the Lease dated July 1, 2005 ("the Agreement")) pursuant to an "Assignment and Assumption Agreement Ground Leases, Tenant Leases, and Permits" dated November 27, 2007; and

WHEREAS, LESSOR and LESSEE entered into the Agreement, whereby LESSOR leased to LESSEE a portion of LESSOR's telecommunications site located at Section 35, Township 3 South, Range 5 East, S.B.B. & M., in or near the City of Desert Hot Springs, in Riverside County, California (known to LESSOR as "CA008 Edom Hill B (Riverside Ground)"); and

WHEREAS, LESSOR and LESSEE desire to amend the Agreement to describe LESSEE's equipment located at the Site and extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the parties agree as follows:

1. Any capitalized term used herein, but not defined, shall have the meaning ascribed to such term in the Agreement.
2. Subject to the terms and conditions of the Agreement, LESSEE's equipment installed at the Site is described in Exhibit A attached hereto and incorporated herein by reference.
3. Section I.F of the Agreement is hereby deleted in its entirety and replaced with the following:

LESSEE is hereby granted options to extend this Lease for ten (10) further terms of five (5) years each (each, a "Renewal Term") from the conclusion of the initial term on June 30, 2015 upon the same terms and conditions herein contained and at the same rate of increase. The Renewal Term(s) shall commence automatically without further action on the part of LESSOR or LESSEE; provided, however, that either party may terminate this Agreement at the expiration of any Renewal Term(s) by giving the other party written notice of not less than six (6) months prior to the expiration of the then current term.

4. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to the Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE or such address as may be designated in writing by either party:

If to LESSOR:	InSite Towers, LLC 1199 North Fairfax Street, Suite 700 Alexandria, VA 22314 Attn.: Legal Department Telephone: (703) 535-3009 Facsimile: (703) 535-3051	Copy to:	InSite Wireless Group, LLC ATTN: General Counsel 260 Newport Center Drive, Suite 421 Newport Beach, CA 92660 (949) 999-3319 (949) 999-3359 FAX
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If to LESSEE: County of Riverside
RE Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

FEB 02 2016 34

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

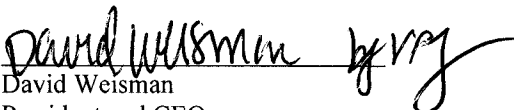
5. Each of the parties executing this First Amendment hereby covenants and warrants that such party has full power and authority to enter into this First Amendment and that each of the persons signing on behalf of LESSOR and LESSEE is duly authorized to do so.

6. This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

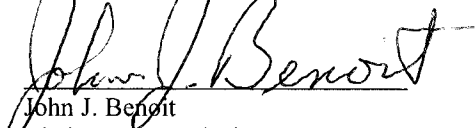
7. The parties agree that, except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

LESSOR: INSITE TOWERS, LLC

By: 
Name: David Weisman
Title: President and CEO
Date: _____

LESSEE: COUNTY OF RIVERSIDE

By: 
Name: John J. Benoit
Title: Chairman, Board of Supervisors
Date: FEB 02 2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Kecia Harper-Ihem, deputy

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

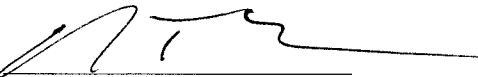
By: 
Todd Frahm,
Deputy County Counsel

EXHIBIT A

Equipment

Site Name and Number: CA008 Edom Hill

LESSEE: County of Riverside

A. POWER

Power Provided By: Utility Co.
Power Requirements: 200 Amps 120/240 Volts
Batteries: N/A
Generator: Provided by Lessee
Generator Make & Model: Generac QTO45 Fuel Type & Capacity: Liquid Propane / 2,000 gallons
Telco: Microwave

B. MICROWAVE INFORMATION

B.1 FREQUENCIES OF OPERATION:

TRANSMIT: 11185; 11155_MHz
RECEIVE: 11685; 11645_MHz

B.3 FCC CALL LETTERS: Copy of FCC license to be provided to Lessor prior to installation of Lessee's equipment.

B.4 TRANSMITTER(S): N/A **RECEIVER(S):** N/A

B.5 ANTENNA(S):

Make: Antel
Model: WPA-80063-8CF-2
Dimensions: 94.7" x 11.8" x 3.9" (19 lbs)
Number: Two (2)

Make: Antel
Model: BCD 80612
Dimensions: approx. 20'
Number: Two (2)

DISH(ES):

Make: Commscope
Model: HP4-107
Diameter: Four Feet (4')
Number: Three (3)

Make: unknown
Model: unknown
Diameter: Four Feet (4')
Number: Two (2)

Make: Commscope
Model: HP6-107
Diameter: Six Feet (6')
Number: One (1)

Make: unknown
Model: unknown
Diameter: Two Foot (2')
Number: Two (2)

Make: RFS
Model: PAD6-65A
Diameter: Six Feet (6')
Number: One (1)

B.6 TRANSMISSION LINE(S):

Size: 1/2"
Number: Eleven (11)

Size: 7/8"
Number: Two (2)

**B.7 ANTENNA MOUNTING HEIGHT, MOUNTING ORIENTATION, AND FLOOR SPACE USAGE
(attach orientation and sketch, as required):**

- (a) Space for:
Two (2) WPA-80063-8CF-2 antenna(s) mounted at 80'
One (1) HP4-107 Microwave Dish mounted at 63' (4 ft diameter)
One (1) Four Foot (4') Microwave Dish mounted at 56'
Two (2) BCD 80612 Omni antenna mounted at 50'
One (1) HP6-107 Microwave Dish mounted at 44' (6 ft diameter)
One (1) Four Foot (4') Microwave Dish mounted at 44'

- One (1) PAD6-65A Microwave Dish mounted at 40'
- One (1) HP4-107 Microwave Dish mounted at 33' (4 ft diameter)
- One (1) Two Foot (2') Microwave Dish mounted at 26'
- One (1) HP4-107 Microwave Dish mounted at 20' (4 ft diameter)
- One (1) Two Foot (2') Microwave Dish mounted at 17'

levels on the tower (mounting method and exact location of antenna(s) and related transmission line(s) subject to Lessor's approval).

- (b) Ground Lease area of 75' x 75' for Lessee's equipment shelter measuring 24' x 48', Lessee's generator shelter measuring approximately 11' x 22' and Lessee's Liquid Propane Tank measuring approximately 10' x 20' (exact location of ground space subject to Lessor's approval).

C. 700 MHz INFORMATION

C.1 FREQUENCIES OF OPERATION:

TRANSMIT: 772.9375; 769.76875; 771.38125; 772.44375; 772.61875; 774.46875 MHz
RECEIVE: 802.9375; 799.76875; 801.38125; 802.44375; 802.61875; 804.46875 MHz

C.4 TRANSMITTER(S): GTR8000; GTR8000HPD RECEIVER(S): GTR8000; GTR8000HPD

A.5 ANTENNA(S):

Make:	<u>Antel</u>	Make:	<u>Sinclair</u>
Model:	<u>WPA-70012-4CF-0</u>	Model:	<u>SC412-HF2LDF</u>
Dimensions:	<u>Four Feet (4')</u>	Dimensions:	<u>Twenty One Feet (21') (79 lbs)</u>
Number:	<u>Two (2)</u>	Number:	<u>Two (2)</u>

A.6 TRANSMISSION LINE(S):

Size:	<u>7/8 "</u>	Size:	<u>7/8"</u>
Number:	<u>Four (4)</u>	Number:	<u>Four (4)</u>

A.7 ANTENNA MOUNTING HEIGHT, MOUNTING ORIENTATION, AND FLOOR SPACE USAGE

(attach orientation and sketch, as required):

Space for:

One (1) SC412-HF2LDF (700MHz Tx) Antenna mounted at _____ ft. on the tower	Edom Hill West
One (1) SC412-HF2LDF (700MHz Rx) Antenna mounted at _____ ft. on the tower	Edom Hill West
One (1) WPA-700120-4CF-0 (700MHz Tx) Antenna (HPD) mounted at _____ ft. on the tower	Edom Hill East
One (1) WPA-700120-4CF-0 (700MHz Rx) Antenna (HPD) mounted at _____ ft. on the tower	Edom Hill East

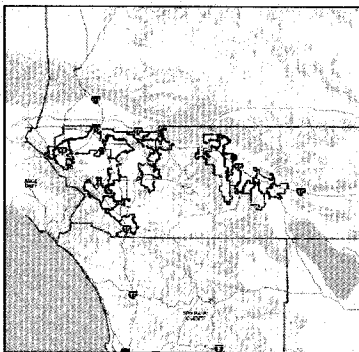
levels on the tower (mounting method and exact location of antenna(s) and related transmission line(s) subject to Lessor's approval).

NOTE: ANY (i) MATERIAL CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION HEIGHT OF THE EQUIPMENT LISTED IN THIS EXHIBIT A THAT DOES NOT INVOLVE THE REPLACEMENT OF EXISTING EQUIPMENT WITH SUBSTANTIALLY SIMILAR EQUIPMENT, (ii) CHANGE IN FREQUENCY FROM THAT LISTED IN THIS EXHIBIT A, OR (iii) MATERIAL INCREASE IN THE SIZE OR FOOTPRINT OF THE PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LESSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT. WITHOUT MODIFYING LESSEE'S RIGHTS UNDER THIS AGREEMENT, IN THE EVENT THAT LESSEE REPLACES EXISTING EQUIPMENT WITH SUBSTANTIALLY SIMILAR EQUIPMENT, IT SHALL PROVIDE PRIOR WRITTEN NOTICE THEREOF TO LESSOR IN ORDER TO ENABLE LESSOR TO COMPLY WITH ANY NOTICE REQUIREMENTS AND RELATED OBLIGATIONS UNDER ITS LEASES/LICENSES/USE AGREEMENTS WITH OTHER SITE USERS.

NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.

First Amendment to Lease- PSEC – Edom Hill Communications Site

81 Edom Hill Road, District 4



Legend

Notes

APN#: 659-260-030



0 309 619 Feet



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... 11/20/2015 11:13:16 AM

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Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

2/2/16
Date

kb
Initial

NOTICE OF EXEMPTION

December 14, 2015

Project Name: County of Riverside, Economic Development Agency (EDA) Edom Hill Communication Site First Amendment to Lease

Project Number: FM042341006400

Project Location: 81 Edom Hill Road, east of Varner Road, near Cathedral City, California 92881; APN 659-200-002; (See Attached Exhibit)

Description of Project: The County of Riverside Information Technology (RCIT) entered into a Ground Lease Agreement on July 1, 2005 which gave RCIT the authorization to build, operate, and maintain an 800 MHz radio system on site in support of the Public Safety Radio System. Edom Hill has improved the radio coverage for the desert communities, and is an essential site for the County's Sheriff Department, as well as other County departments in assisting with routine functions. The initial agreement was a ten-year term that expired on June 30, 2015. RCIT is seeking a First Amendment to the Ground Lease Agreement, with a retroactive term of five years that commences on July 1, 2015, and concludes on June 30, 2020. Additionally, the Ground Lease Agreement has options to extend to nine further terms of five years each upon the same terms and conditions described in the initial agreement, and at the same rate of increase. Each option will commence automatically, unless terminated by the County. The First Amendment to the Ground Lease Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). It is assumed and reasonably foreseeable that improvements or maintenance of on-site operational equipment may occur during the term of the lease and would occur in a similar manner as with the existing Lease. The operation of the facility will continue to provide public safety communications services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

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: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Amendment to the Ground Lease Agreement and any necessary maintenance or improvements to the existing on-site equipment would continue to occur in the same manner as with the existing Lease.

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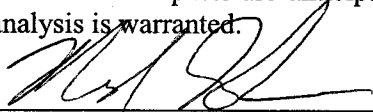
P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686 www.rivcoeda.org

- | | | | |
|-----------------------|------------------------|-------------------------------|-----------------------|
| Administration | Housing | Economic Development | Parking |
| Aviation | Housing Authority | Edward-Dean Museum | Project Management |
| Business Intelligence | Information Technology | Environmental Planning | Purchasing Group |
| Cultural Services | Maintenance | Fair & National Date Festival | Real Property |
| Community Services | Marketing | Foreign Trade | Redevelopment Agency |
| Custodial | | Graffiti Abatement | Workforce Development |

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the First Amendment to the Ground Lease Agreement. Any required maintenance or improvements to on-site equipment would occur in a similar manner as with the existing Lease, would be consistent with the land use, and would not require any expansion of public services and facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed First Amendment to the Ground Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

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: _____

12/14/15

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Edom Hill Communication Site First Amendment to Lease

Accounting String: 524830-47220-7200400000- FM042341006400

DATE: December 14, 2015

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: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent I, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: December 14, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042341006400**
Edom Hill Communication Site First Amendment to Lease

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: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file