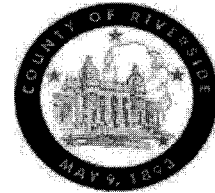


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.9
(ID # 2730)

MEETING DATE:
Tuesday, November 15, 2016

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve Resolution No. 2016-219, Authorization to Convey Easement Interests in Real Property to Pacific Bell Telephone Company, Portion of Assessor's Parcel Numbers 175-170-024 and 175-160-024, CEQA Exempt, District 2, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Easement is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1 – Existing Facilities and Section Class 1, Existing Facilities Exemption;

ACTION: Policy

Robert Field
Robert Field, Assistant County Director of Economic Development

11/1/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione and Washington
Date: November 15, 2016
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3-9

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

Page 2

RECOMMENDED MOTION:

2. Approve Resolution No. 2016-219, Authorization to Convey Easement Interests in Real Property, located within a portion of Assessor's Parcel Numbers 175-170-024 and 175-160-024 by Grant of Easement to Pacific Bell Telephone Company and authorize the Chairman of the Board to execute this deed on behalf of the County;
3. Authorized the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete the transaction;
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of the approval by the Board.

BACKGROUND:

Summary:

Pursuant to Government Code Section 25526.5, a county may transfer real property or interests therein belonging to the county, upon the terms and conditions as are agreed upon if the property or interest therein to be conveyed is not required for county use and the value is deemed to be under \$25,000, without complying with any other provisions of the code section.

There is an aerial communication facility consisting of poles, guys, cables, wires, crossarms, terminals, service boxes, and associated electrical conductors (Aerial Facility) that exists in, over, under, and upon a portion of County owned property identified by Assessor's Parcel Numbers: 175-170-024 and 175-160-024 (commonly known as Crestmore Heights). The Aerial Facility provides access to needed cable and telephone connectivity to many of the residents in the general area of Jurupa Valley. In a recent analysis of the Crestmore Heights title report, it was discovered that Pacific Bell Telephone Company doing business as AT&T, installed the Aerial Facility without obtaining an easement. The attached Grant of Easement ratifies the presence of AT&T's Aerial Facility at Crestmore Heights, and will ensure that the communication coverage afforded by the Aerial Facility will remain intact.

Pursuant to the California Environmental Quality Act (CEQA), the Grant of Easement was reviewed and determined to be categorically exempt from CEQA, under State CEQA 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), General Rule or "Common Sense" Exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

Impact on Residents and Businesses

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

The attached Grant of Easement for the Aerial Facility at Crestmore Heights provides necessary cable and telephone connectivity to many of the residents, and businesses in the general area of Jurupa Valley.

SUPPLEMENTAL:

Additional Fiscal Information

AT&T has agreed to reimburse the County of Riverside EDA/ Real Estate Division for any and all costs associated with this transaction. The costs include staff labor, County Counsel charges, and environmental costs.

Attachments:

Aerial Image

Resolution No. 2016-219

Grant of Easement

RF:JWW:VC:VY:JR:ra 298FM 18.475 13378
MinuteTraq 2730

FORM APPROVED COUNTY COUNSEL
BY: TODD FBAHM 4/12/16
DATE

Board of Supervisors

County of Riverside

Resolution No. 2016-219

**Authorization to Convey Easement Interests in Real Property
located in the City of Jurupa Valley, County of Riverside,
State of California to Pacific Bell Telephone Company,
by Grant of Easement**

WHEREAS, Pursuant to Government Code Section 25526.5, a county may transfer real property or interests therein belonging to the county, upon the terms and conditions as are agreed upon, if the property or interest therein to be conveyed is not required for county use and the value is deemed to be under \$25,000, without complying with any other provisions of the code section.

WHEREAS, the County of Riverside ("County") owns that certain real property identified with Assessor's Parcel Numbers 175-170-024 and 175-160-024, located in the City of Jurupa Valley, State of California, commonly known as Crestmore Heights (the "Properties"); and

WHEREAS, there is an existing communication aerial facility operated and maintained by Pacific Bell Telephone Company ("AT&T"), consisting of poles, guys, cables, wires, crossarms, terminals, service boxes, and associated electrical conductors ("Aerial Facility"), that exist in, over, under, and upon a portion of the Properties; and

WHEREAS, AT&T has operated and maintained the Aerial Facility on the Properties without an easement; and

WHEREAS, The County intends to convey a utility easement affecting a portion of Assessor's Parcel Numbers 175-170-024 and 175-160-024, more particularly legally described in Exhibit "A", attached hereto, by Grant of Easement to AT&T; and

WHEREAS, the conveyances of easement interest in real property are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines

1 Section 15301, Class 1 – Existing Facilities and 15061(b)(3), General Rule or “Common
2 Sense” Exemption; now, therefore,

3 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
4 County of Riverside, State of California, in regular session assembled on or after November 8,
5 2016 that this Board, based upon a review of the evidence and information presented on the
6 matter as it relates to the conveyance, has determined that the proposed conveyance is
7 categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and
8 Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the
9 activity in question will have a significant effect on the environment because it merely involves
10 the conveyance of easement interests in real property to AT&T.

11 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
12 Supervisors of the County of Riverside is authorized to execute the Grant of Easement on
13 behalf of the County to complete the conveyance of the property interests and this transaction.

14 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
15 Officer/EDA, or his designee, is authorized to execute any other documents to complete this
16 transaction.

17 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
18 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

19 ROLL CALL:

20 Ayes: Jeffries, Benoit and Ashley
21 Nays: None
22 Absent: Tavaglione and Washington

23 The foregoing is certified to be a true copy of a resolution duly
24 adopted by said Board of Supervisors on the date therein set forth.

25 KECIA HARPER-IHEM, Clerk of said Board

26 By  Deputy

27
28

1 Exhibit A

2 Legal Description

3
4 In the City of Jurupa Valley, County of Riverside, State of California:

5 Being a portion of Section 3, Township 2 South, Range 5 West of the sectionalized survey of
6 the Jurupa Rancho per map filed in Book 9, page 33 of Maps, records of San Bernardino
7 County, as shown on Record of Survey filed in Book 92, pages 54 through 56 inclusive, of
8 Record of Survey, records of Riverside County, described as Parcels as follows:

8 **Parcel 1**

9 A 5.00 foot wide strip of land lying 2.50 feet on each side of the following described centerline:

10 **Commencing** at the centerline intersection of Rubidoux Boulevard and Castellano Road as
11 shown on said Record of Survey Book 92, pages 54 through 56;

12 Thence South 58°04'50" West along the centerline of said Castellano Road, a distance of
13 46.28 feet; Thence South 31°38'31" East, a distance of 49.98 feet to the southerly right of
14 way line of said
15 Castellano Road and the **True Point of Beginning**;

16 Thence continuing South 31°38'31" East, a distance of 531.41

17 feet; Thence South 31°16'02" East, a distance of 170.25 feet;

18 Thence South 03°38'34" East, a distance of 1210.16 feet to

19 Point "A"; Thence South 03°47'08" East, a distance of 139.07

20 feet to Point "B"; Thence South 04°28'09" East, a distance of

21 147.95 feet;

22 Thence South 04°56'10" East, a distance of 153.19

23 feet; Thence South 34°21'05" East, a distance of

24 315.89 feet;

1 Thence South 00°50'28" East, a distance of 173.87 feet to the westerly line of said Rubidoux
2 Boulevard as shown on said Record of Survey Book 92, pages 54 through 56.

3 The sidelines of said strip shall be lengthened or shortened so as to originate northerly in the
4 southerly line of Castellano Road and westerly line of Rubidoux Boulevard, and terminate
southerly in said westerly line of Rubidoux Boulevard.

5 **Parcel 2**

6 A 5.00 foot wide strip of land lying 2.50 feet on each side of the following described

7 centerline: Beginning at Point "B", described above;

8 Thence South 26°13'45" West, a distance of

9 14.58 feet; Thence South 14°21'29" East, a

10 distance of 14.40 feet.

11 Excepting therefrom that portion within Parcel 1, described above.

12
13
14 **Parcel 3**

15 A 5.00 foot wide strip of land lying 2.50 feet on each side of the following described

16 centerline: Beginning at Point "A", described above;

17 Thence North S70°13" East, a distance of

18 102.97 feet; Thence North 53°33'57" East, a

19 distance of 147.78 feet;

20 Thence South 70°31'17" East, a distance of 33.67 feet to the westerly line of said Rubidoux
21 Boulevard as

22 shown on said Record of Survey Book 92, pages 54 through 56.

23 The sidelines of said strip shall be lengthened or shortened so as to terminate easterly in
24 said westerly line of Rubidoux Boulevard.

25
26
27
28 Excepting therefrom that portion within Parcel 1, described above.

CF0057D AERIAL

AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY
R/W OFFICE
3939 E. CORONADO ST, 2ND FLOOR
ANAHEIM, CA 92807

CONSIDERATION LESS THAN \$100
DOCUMENT TRANSFER TAX \$0

Signature of declarant or agent determining tax:

Agent

Exchange: Riverside
APN: 175-170-024, 175-160-024
TRA: 099-118

Sec 3, T2S, R5W
LB(29) A00FP18
E091623/55686
Page 1 of 4

GRANT OF EASEMENT

The undersigned Grantor, hereby grants to PACIFIC BELL TELEPHONE COMPANY, a California corporation doing business as AT&T California, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantee," an easement (the "Easement") to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such aerial communication facilities (the "Purpose") as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductors, necessary fixtures and appurtenances (the "Facilities"), in, over, under and upon that certain real property in the City of Jurupa Valley, County of Riverside, State of California (the "Property").

The easement is described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.

SEE PAGE 2

NOV 15 2016 3.9

This legal description was prepared pursuant to Section 8730(c) of the Business and Professions Code.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such limbs and roots on said Property and Easement as may be necessary for the protection of said Facilities.

Subject to Grantor's prior approval, which approval shall not be unreasonably withheld, Grantor also grants to Grantee the right to cut, fill or otherwise change the grade of said Property and Easement and to place such drainage and retaining structures thereon, as Grantee may elect for the protection of such facilities.

Subject to Grantor's prior approval, which approval shall not be unreasonable withheld, Grantor also grants to Grantee the right to receive commercial power service from the appropriate utility company serving the area, together with the right for such utility company to place its respective service facilities upon and within said Easement.

Grantor, his/her/their successors and assigns, shall not erect or construct any building or other structure or drill or operate any well within said Easement.

Grantee shall use the Easement only for the Purpose as specified herein. In the event Grantor determines that said Easement has been abandoned in whole or in part or has not been used by the Grantee for 24 consecutive months, Grantor may terminate the Easement, in whole or in part, by providing written notice to Grantee of such termination, which shall become effective 120 days after the date of Grantee's actual receipt of such notice, unless the Grantee commences use or reuse of the unused portion of the Easement area within that time. Within ninety (90) days following such actual termination and a written request by Grantor, Grantee shall execute a quitclaim deed in favor of the Grantor or its successors to relinquish any and all interest to said Easement area abandoned on a form to be mutually approved by the parties.

Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.

Grantee shall operate and maintain its Facilities at its sole cost and expense.

This grant of easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement area.

Grantee's use of the Easement shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole expense.

Neither party shall use, deposit or permit the use of or deposit of any hazardous material or toxic waste or other harmful substances on the land or on any other real property of Grantor adjacent to the Easement area.

Grantee's use of the Easement shall not unreasonably interfere with Grantor's use of the Property.

Grantee's aerial communication facilities shall be elevated so as not to unreasonably interfere with construction or maintenance related to Grantor's property.

This grant of easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons on injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', invitees', or licensees', exercise of rights granted pursuant to this Easement or use of the Easement area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, officials, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of and such injury or losses caused or claimed to be cause by the exercise of the Easement or use of the Easement area by Grantee. This section shall not apply in the event of the sole negligence, gross negligence, or willful misconduct of Grantor, its officers, officials, employees, agents, invitees and guests.

Grantee shall pay all applicable taxes directly imposed against its Facilities.

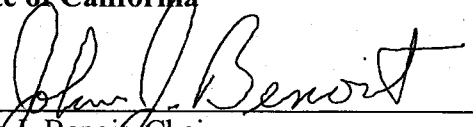
Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees, while exercising the rights granted herein.

This grant of easement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this grant of easement shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

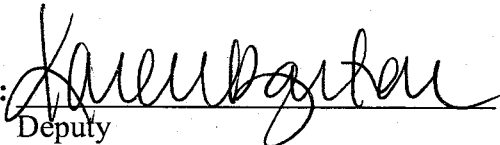
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this 15th day of November, 2016

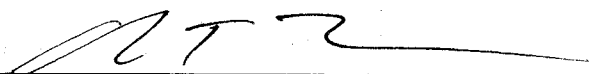
**COUNTY OF RIVERSIDE, a political subdivision
of the State of California**

BY: 
John J. Benoit, Chairman
Board of Supervisors

**ATTEST:
Kecia Harper-Ihem
Clerk of the Board**

By: 
Deputy

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

BY: 
R. Todd Frahm
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

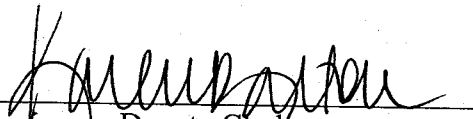
On November 15, 2016, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

(SEAL)

Exhibit A

In the City of Jurupa Valley, County of Riverside, State of California:

Being a portion of Section 3, Township 2 South, Range 5 West of the sectionalized survey of the Jurupa Rancho per map filed in Book 9, page 33 of Maps, records of San Bernardino County, as shown on Record of Survey filed in Book 92, pages 54 through 56 inclusive, of Record of Survey, records of Riverside County, described as Parcels as follows:

Parcel 1

A 5.00 foot wide strip of land lying 2.50 feet on each side of the following described centerline:

Commencing at the centerline intersection of Rubidoux Boulevard and Castellano Road as shown on said Record of Survey Book 92, pages 54 through 56;

Thence South 58°04'50" West along the centerline of said Castellano Road, a distance of 46.28 feet;

Thence South 31°38'31" East, a distance of 49.98 feet to the southerly right of way line of said Castellano Road and the **True Point of Beginning**;

Thence continuing South 31°38'31" East, a distance of 531.41 feet;

Thence South 31°16'02" East, a distance of 170.25 feet;

Thence South 03°38'34" East, a distance of 1210.16 feet to Point "A";

Thence South 03°47'08" East, a distance of 139.07 feet to Point "B";

Thence South 04°28'09" East, a distance of 147.95 feet;

Thence South 04°56'10" East, a distance of 153.19 feet;

Thence South 34°21'05" East, a distance of 315.89 feet;

Thence South 00°50'28" East, a distance of 173.87 feet to the westerly line of said Rubidoux Boulevard as shown on said Record of Survey Book 92, pages 54 through 56.

The sidelines of said strip shall be lengthened or shortened so as to originate northerly in the southerly line of Castellano Road and westerly line of Rubidoux Boulevard, and terminate southerly in said westerly line of Rubidoux Boulevard.

Parcel 2

A 5.00 foot wide strip of land lying 2.50 feet on each side of the following described centerline:

Beginning at Point "B", described above;

Thence South 26°13'45" West, a distance of 14.58 feet;

Thence South 14°21'29" East, a distance of 14.40 feet.

Excepting therefrom that portion within Parcel 1, described above.

Parcel 3

A 5.00 foot wide strip of land lying 2.50 feet on each side of the following described centerline:

Beginning at Point "A", described above;

Thence North 52°07'13" East, a distance of 102.97 feet;

Thence North 53°33'57" East, a distance of 147.78 feet;

Thence South 70°31'17" East, a distance of 33.67 feet to the westerly line of said Rubidoux Boulevard as shown on said Record of Survey Book 92, pages 54 through 56.

The sidelines of said strip shall be lengthened or shortened so as to terminate easterly in said westerly line of Rubidoux Boulevard.

Excepting therefrom that portion within Parcel 1, described above.

See Exhibit B, attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

Stefan Lanthier

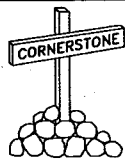
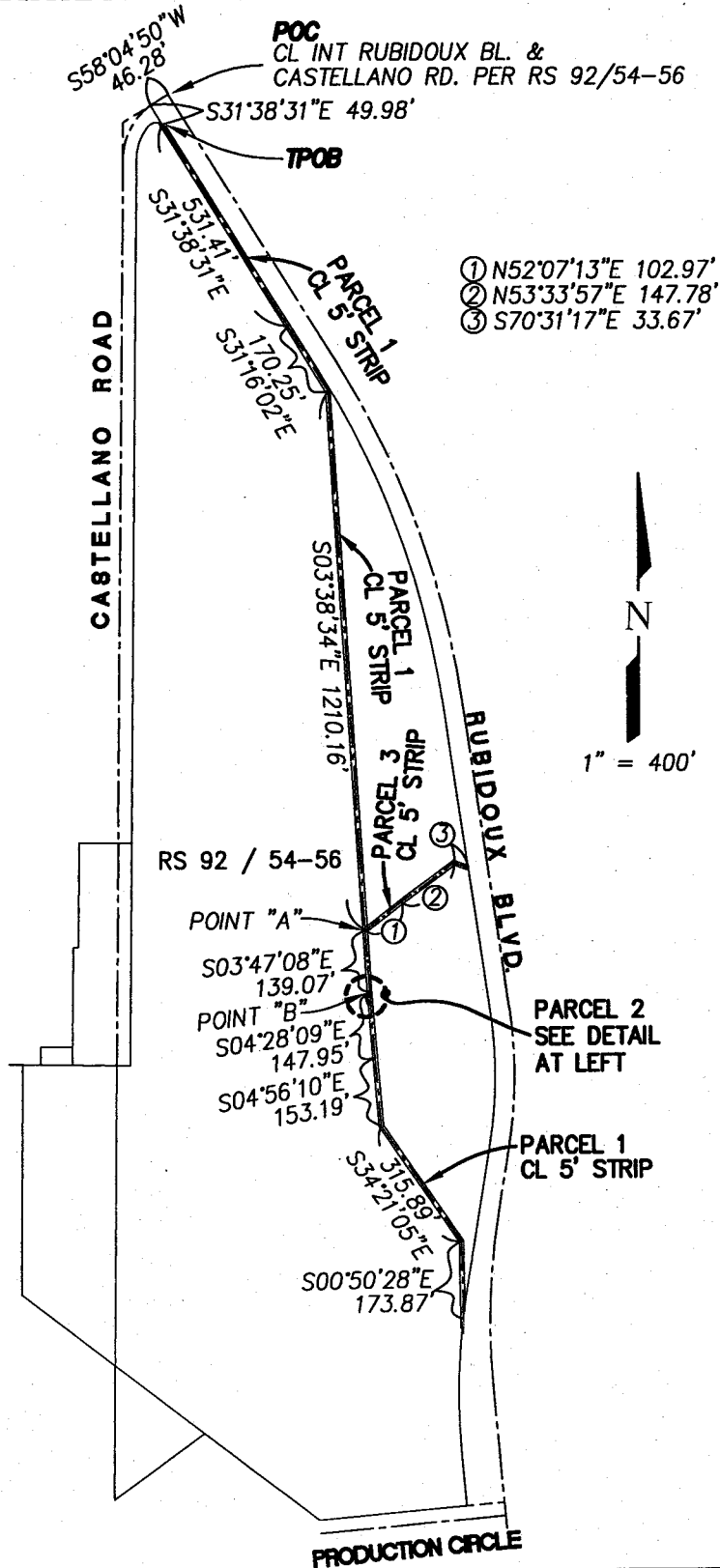
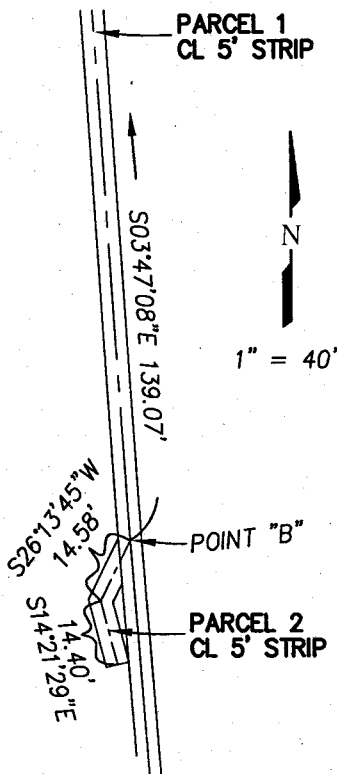
Stefan C. Lanthier, PLS 7259

Expires 12-31-2016



EXHIBIT B

DETAIL



Cornerstone Land Surveying Inc.
 Civil • Surveying • Planning
 958 Temescal Circle
 CORONA, CA 92879
 PH 951-736-0200 FAX 951-736-0300

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

EASEMENT

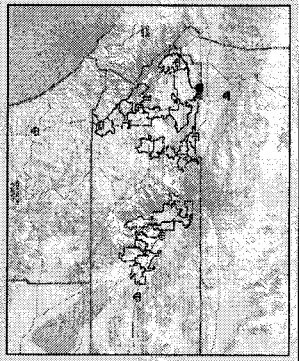
RIVERSIDE COUNTY, CALIFORNIA

SHEET 1
OF 1 SHEET

DATE: 09-13-2016

JN 16-317

Approve Resolution No. 2016-219, Authorization to Convey Easement Crestmore Heights



Legend

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... 10/18/2016 3:43:12 PM

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Notes
APNS : 175-170-024
175-160-024



Barton, Karen

From: Frahm, Todd <TFrahm@co.riverside.ca.us>
Sent: Wednesday, November 16, 2016 2:24 PM
To: Barton, Karen
Cc: Ruiz, Jose
Subject: AT&T at Crestmore Heights - Grant of Easement for Pacific Bell (201605945)
Attachments: 47198.doc.doc

Karen:

Attached is the Word version of the resolution. Please replace the second page in the document you have. As we discussed, a 4/5 vote was not required for the CEQA determination. Please let me know if you have any questions.

Todd Frahm
Deputy County Counsel
Office of County Counsel
County of Riverside
Phone: (951) 955-6300
Fax: (951) 955-6363
tfrahm@co.riverside.ca.us



CONFIDENTIALITY NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney work product and/or attorney client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify our office by reply e-mail or by telephone and immediately delete this communication and all its attachments.



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

11/17/16 kb
Date Initial

NOTICE OF EXEMPTION

October 5, 2016

Project Name: Crestmore Heights Communications Easement with AT&T, City of Jurupa Valley, County of Riverside

Project Number: FM0417200298

Project Location: 1500 Castellano Road, west of Rubidoux Boulevard, Assessor's Parcel Numbers (APNs) 175-170-024 and 175-160-024, City of Jurupa Valley, Riverside County (See attached exhibit)

Description of Project: In a recent analysis of the Crestmore Heights title report, it was discovered that Pacific Bell Telephone Company doing business as AT&T, installed an Aerial Facility without obtaining an easement. There is an aerial communication facility consisting of poles, guys, cables, wires, crossarms, terminals, service boxes, and associated electrical conductors ("Aerial Facility") that exists in, over, under, and upon a portion of County owned property identified by Assessor's Parcel Numbers: 175-170-024 and 175-160-024. The Aerial Facility provides access to needed cable and telephone connectivity to many of the residents in the general area of Jurupa Valley. Pursuant to Government Code Section 25526.5, a county may transfer real property or interests therein, belonging to the county to another entity, upon the terms and conditions as are agreed upon if the property or interest therein to be conveyed is not required for county use and the value is deemed to be under \$25,000, without complying with any other provisions of the code section. The attached Easement Deed ratifies the presence of AT&T's Aerial Facility at Crestmore Heights, and will ensure that the communication coverage afforded by the Aerial Facility will remain intact. The granting of the easement to operate the Aerial Facility on a portion of County-owned land in Crestmore Heights is identified as the proposed Project under the California Environmental Quality Act (CEQA). The granting of the easement is limited to a contractual agreement, will not result in a change in land use, and will not result in any changes to the existing communications infrastructure. The proposed Project is limited to the ownership and authorization of use of the easement area.

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, Pacific Bell Telephone Company, doing business as AT&T

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

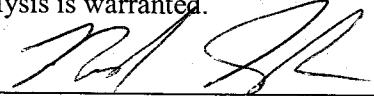
NOV 15 2016

3.9

Reasons Why Project is Exempt: The proposed 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 does the Project involve any unusual circumstances that could potentially have a significant effect on the environment. 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. The granting of an easement would have no direct effects on the environment and the indirect effects would result in continuing use of the site in a similar capacity, as existing communications equipment currently is on site and operating, and would not result in the need for additional infrastructure. No significant environmental impacts would occur with the granting of the easement with AT&T.

- **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 granting of an easement for an existing use. The granting of the easement would result in no direct physical effects, as the existing communications infrastructure will have substantially the same purpose of use and capacity, and require no additions or modifications; 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 granting of an utility easement with AT&T will not result in any direct or reasonably foreseeable indirect physical environmental impacts. The Aerial Facility on the Crestmore Heights site is an existing use and has been providing ongoing communication services. The granting of the utility easement is limited to a contractual change that will ensure that communication services remain intact. 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: 10/5/14

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Crestmore Heights Communications Easement with AT&T, City of Jurupa Valley, County of Riverside

Accounting String: 524830-47220-7200400000- FM0417200298

DATE: October 5, 2016

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, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: October 5, 2016

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 # FM0417200298**
Crestmore Heights Communications Easement with AT&T, Jurupa Valley, County of Riverside

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