

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



ITEM  
3.12  
(ID # 2611)

**MEETING DATE:**  
Tuesday, November 15, 2016

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Amended and Restated  
Communication Site Ground Lease Agreement– El Cerrito Sports Park, 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 15061 (b)(3), Section 15301, Class 1 Existing Facilities: and direct the Clerk of the Board to file the Notice of Exemption;

Continued on Page 2

**ACTION:** Policy

*Robert Field*  
Robert Field, Assistant County Director of Economic Development 10/31/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Revenue Lease			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2016/17 – 2039/40	

**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: *[Signature]*  
Deputy

**3-12**

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

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

2. Approve the attached Amended and Restated Communications Site Ground 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**

The County of Riverside (County) acquired the subject property on June 14, 2010 from the previous owner Roger Bacon, who was the previous Lessor of the property through a Ground Lease to Cox Communications PCS, L.P. (the Original Ground Lease). The Communication Site Lease Agreement dates back to April 17, 1997. Since entering into the Original Ground Lease Cox Communications PCS L.P. has legally changed its name and assignments have been made whereby STC One LLC, dba Crown Castle is the current Lessee.

The current term will expire April 16, 2018. The proposed New Lease Agreement will amend and restate the prior lease by deleting it in its entirety and replacing it with the terms and conditions set forth on the proposed lease. The New Communication Site Lease shall commence retroactively on April 1, 2016 and will expire on June 14, 2040. The Lessee will also be granted the option to extend their leasehold area by a maximum of 216 square feet. The EDA Real Estate Division consents to the continuous occupancy of Sprint as a subtenant at the facility.

The Amended and Restated Communication Site Ground Lease 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.

Lessee: STC One, LLC

Premises Location: 7480 El Cerrito Road  
Corona, California 92881

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

	<u>Current</u>	<u>New</u>
Term:	April 17, 1998 – April 16, 2018	April 1, 2016 – June 14, 2040
Square Feet:	600 square feet	600 square feet plus an option to expand an 216 additional square feet
Rent:	\$1,540.38	\$2,000.00
Utilities/ Maintenance:	Provided by Lessee	No Change
Assignment and Subleasing:	No charge for existing subtenant. 40% of new subtenant rent proceeds.	

**Impact on Residents and Businesses**

The rent derived from this lease minus an Administrative charge imposed by EDA (currently 4.92%) is directed to the City of Corona to help offset the operations cost for the El Cerrito Sports Park.

**SUPPLEMENTAL:  
Additional Fiscal Information**

In consideration for the restructuring of the New Communication Ground Lease, STC One LLC has agreed to pay the Riverside County EDA Real Estate Division a one-time signing bonus of \$7,500 to offset staff expenses.

Attachment:  
Aerial Image  
New Communication Site Lease Agreement  
CEQA Notice of Exemption

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

RF:JWW:VC:VY:JR:ra CR028 18.004 13093 S:\Real Property\TYPING\Docs-18.000 to  
18.499\18.004.doc

*Gregory P. Piamos*  
Gregory P. Piamos, Director County Counsel 10/31/2016

**WHEN RECORDED RETURN TO:**

Prepared by:  
Parker Legal Group, PC  
600 West Broadway, Suite 700  
San Diego, California 92101

Space above this line for Recorder's Use

**A.P.N. 277-210-009**

**Prior recorded document(s) in Riverside County, California:  
Recorded on August 13, 1998 at #338739**

**MEMORANDUM OF AMENDED AND RESTATED  
COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of Amended and Restated Communications Site Lease Agreement ("Memorandum") is made effective this 15<sup>th</sup> day of November, 2016 by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, with a mailing address of 3403 Tenth Street, Suite 400, Riverside, California 92501 ("County") and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Lessee").

1. Roger Eldon Bacon, an unmarried man ("Original Lessor") and Cox Communications PCS, L.P., a Delaware limited partnership ("Original Lessee") entered into a Communications Site Ground Lease Agreement dated October 17, 1997, a memorandum of which was recorded on August 13, 1998 at Instrument No. 338739 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Riverside, California from Original Lessor, all located within certain real property owned by Original Lessor.

2. The County of Riverside, under a Final Order of Condemnation dated June 14, 2010, acquired Original Lessor's Property and is currently the successor in interest to the Original Lessor under the Original Lease.

3. STC One LLC, which is registered in California as Tower Company One LLC, is the ultimate successor in interest to the Original Lessee under the Original Lease.

4. County and Lessee have entered into an Amended and Restated Communications Site Lease Agreement dated the 5<sup>th</sup> day of November, 2016 (the "Lease"), of which this is a Memorandum, whereby Lessee leased certain real property, together with access and utility easements, located in Riverside County, California (the "Premises") from County, all located within certain real property owned by County (the "Property"). The Property, of which the Premises are a part, is more particularly described in Exhibit A attached hereto.

5. The Lease amends the Original Lease by deleting it in its entirety and restating the Original Lease as provided for in the Lease.

6. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

7. The term of the Lease is for approximately twenty-four (24) years, commencing on August 1, 2016 and expiring on June 14, 2040.

8. By the Lease, County granted to Lessee the option to expand the Premises by up to an additional two hundred sixteen (216) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Lease.

9. In the event of any inconsistency between this Memorandum and the Lease, the Lease shall control.

10. The terms, covenants and provisions of the Lease shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of County and Lessee.

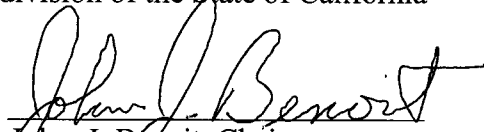
11. This Memorandum does not contain the social security number of any person.
12. A copy of the Lease is on file with Lessor and Lessee.

*[Execution Pages Follow]*

IN WITNESS WHEREOF, hereunto and to duplicates hereof, County and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

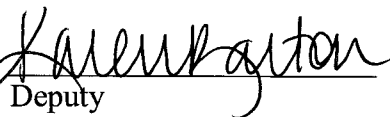
**COUNTY:**

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

By:   
John J. Benoit, Chairman  
Board of Supervisors

**ATTEST:**

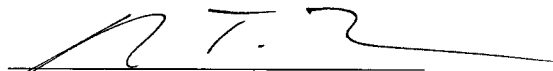
CLERK OF THE BOARD  
Kecia Harper-Ihem

By:   
Deputy

(SEAL)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
R. Todd Frahm  
Deputy County Counsel

*[Acknowledgment Appears on Following Page]*







**LESSEE:**  
STC ONE LLC,  
a Delaware limited liability company,  
registered in California as TOWER COMPANY  
ONE LLC,

By: Global Signal Acquisitions III LLC, a  
Delaware limited liability company  
Its: Attorney In Fact

By:   
Print Name: Lisa A. Sedgwick  
Title: RET Manager

*[Acknowledgment Appears on Following Page]*

State of Texas

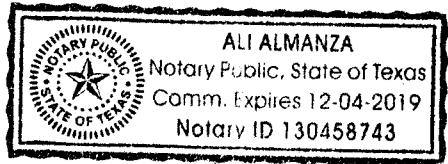
County of Harris

Before me, Ali Almanza, a Notary Public, on this day personally appeared Lisa Sedgwick, R.E.T. Mgr. of **GLOBAL SIGNAL ACQUISITIONS III LLC**, a Delaware limited liability company, as Attorney in Fact for **STC ONE LLC**, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of September, 2016.

Ali Almanza

(Personalized Seal)



Notary Public's Signature

**EXHIBIT A**  
**(Legal Description of the Property)**

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, WITHOUT A SITUS ADDRESS, CURRENTLY OWNED BY COUNTY OF RIVERSIDE HAVING A TAX ASSESSOR NUMBER OF 277-210-009 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 4.84 ACRES M/L IN POR S 1/2 OF SEC 8 T4S R6W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS AND DESCRIBED IN DOCUMENT NUMBER 434615 DATED 09/03/2013 AND RECORDED 09/05/2013.

SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
BUN #879851 El Cerri

**AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("Lease") dated November 15, 2016, is between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") whose address is 3403 Tenth Street, Suite 400, Riverside, CA 92501 and **STC ONE LLC**, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through **Global Signal Acquisitions III LLC**, a Delaware limited liability company, its attorney in fact (collectively referred to hereafter as "Lessee") whose address is 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, County acquired the property commonly known as 7480 El Cerrito Road, Corona, California, Assessor's Parcel Number 277-210-009 ("the Property") from Roger Eldon Bacon, as Trustee of the Roger Eldon Bacon Revocable Trust; Roger Eldon Bacon; and Roger E. Bacon ("Bacon") pursuant to a Final Order of Condemnation on June 14, 2010 ("the Action"); and

WHEREAS, at the time of the Action, Bacon was the Lessor of the Property to Cox Communications PCS, L.P. ("Cox") under a communications Site Ground Lease Agreement dated October 17, 1997 ("the Original Ground Lease"); and

WHEREAS, County assumed the position of "Lessor" held by Bacon under the Original Ground Lease following the action; and

WHEREAS, since entering into the Original Ground Lease, Cox has legally changed its name and assignments have been made whereby STC One LLC, which is registered in California as Tower Company One LLC, is the current "Lessee" and ultimate successor in interest to Cox.

NOW THEREFORE, effective upon the Commencement Date, this Lease will amend and restate the Original Ground Lease by deleting the Original Ground Lease in its entirety and replacing it with the terms and conditions set forth herein.

1. Premises. County represents that it owns the real property legally described in Exhibit "A" commonly known as 7480 El Cerrito Road, Corona, CA Assessor's Parcel Number: 277-210-009 ("Property"). Subject to the following terms and conditions, County leases to Lessee that portion of the Property consisting of an area of 512 square feet, along with easements for ingress and egress and utilities, as legally described in Exhibit "B" and more particularly depicted in Exhibit "C" ("Premises"). Leasing said real property is in the public interest and the use thereof will not substantially conflict or interfere with County's use of its own electronic communications equipment nearby.

(a) Expansion Option. During the term of this Lease, Lessee shall have the irrevocable option ("Expansion Option") to lease up to a maximum of two hundred sixteen (216) square feet of real property adjacent to the existing Premises at a location more particularly described and depicted in attached Exhibit D ("Additional Lease Area") on the same terms and conditions set forth in this Lease. Lessee may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Lease. If Lessee elects to exercise the Expansion Option, after full execution of the Additional Lease Area Documents (as defined below), Lessee shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Lessee for the existing Premises at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the existing Premises. Lessee may exercise the Expansion Option by providing written notice to County at any time; provided, however, that following Lessee's delivery of notice to County, Lessee may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Expansion Option if Lessee discovers or obtains any information of any nature regarding the Additional Lease Area which Lessee determines to be unfavorable in its sole discretion. Within one hundred twenty (120) days after Lessee's exercise of the Expansion Option, and provided Lessee has furnished a valid legal description of the revised premises, County agrees to execute and deliver an amendment to this Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record

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Lessee's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within (120) days after Lessee's exercise of the Expansion Option, County shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Lessee's satisfaction.

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

County consents to the continued occupancy of the Premises by Lessee's existing sub-tenants, Sprint PCS and its affiliates, successors or assigns ("Sprint") and Clearwire and its affiliates, successors or assigns ("Clearwire"). The sublease and any further subleasing shall be in accordance with Articles 4(c) and 13 herein.

3. Term. The term of this Lease ("Term") shall commence on August 1, 2016 ("Commencement Date") and shall expire June 14, 2040. Upon the commencement of the term of this Lease, the Original Ground Lease, which is hereby amended, restated and replaced in its entirety with this Lease, shall terminate automatically, and shall become null and void, of no further force or effect.

4. Rent.

(a) Upon the Commencement Date, Lessee shall pay County, as rent, the sum of Two Thousand Dollars (\$2,000.00) ("Rent") per month. Rent shall be payable on the 1st day of each month in advance to County at County's address specified in Paragraph 19 of this Lease.

(b) Beginning on April 1, 2017, and on each anniversary thereafter, monthly Rent shall increase by three percent (3%) over the previous year's monthly Rent.

(c) Upon written County consent to sublease or license in accordance with Article 13 herein, Lessee agrees to pay to County forty percent (40%) of the rental, license or similar payments actually received by Lessee (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) within thirty (30) days after receipt of said payment by Lessee ("Additional Rent"). The obligation to pay Additional Rent will not apply to subtenants Sprint and Clearwire referenced in Section 2 above.

5. Improvements; Access.

(a) Lessee has the right to construct, maintain, install, repair, replace and operate on the Premises wireless communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae, a generator and related fuel tank, and supporting structures and improvements ("Lessee's Facilities"). Notwithstanding the foregoing, Lessee shall, upon notice to County, be permitted to perform equipment replacements with equipment that is of a "like kind" or substantially similar in nature. In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee, its subtenants or their respective equipment lessors, successors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration of this Lease or within ninety (90) days after an early termination of this Lease.

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All portions of Lessee's Facility brought onto the property by Lessee will be and remains Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. County covenants and agrees that no part of the communication facility constructed, erected, or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the County that all improvements of every kind and nature constructed, erected, or placed by Lessee on the Premises will be and remain the property of the Lessee and may be removed by Lessee at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Lease, Lessee will be responsible for the replacement of any trees, shrubs, or other vegetation if removed or destroyed during the Lessee's equipment removal process. At County's option, Lessee will be required to remove from the Premises or the Property foundations to a depth of three (3) feet below ground, underground utilities (except footings and conduit), equipment building and antenna support structure used in connection with the Lessee's Facilities.

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

(c) County shall provide access to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors to the leased premises twenty-four (24) hours a day, seven (7) days a week. County represents and warrants that it has full rights of ingress and egress from a public right-of-way to and from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them there from. Lessee's exercise of such rights shall not cause undue inconvenience to County.

(d) County shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. County shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

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

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

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to County in good condition, less ordinary wear and tear.

Notwithstanding anything to the contrary in this Lease, Lessee (or its successors or assigns) shall remove Lessee's Facilities completely from County's Property in the event of Abandonment of Lessee's Facilities. ("Abandonment of Lessee's Facilities" shall have the meaning provided in County of Riverside ("County") Ordinance No. 348.)

#### 6. Maintenance, Repairs Right to Enter

(a) Lessee shall at all times from and after the Commencement Date, at its own cost and expense, maintain the Premises and all of Lessee's equipment and improvements in a commercially reasonable condition. Upon surrender of the Premises, Lessee shall deliver the Premises to County in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear.



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(b) If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, County shall have the right, upon giving Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance or maintenance on behalf of and for the account of Lessee. If County makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice together with reasonable evidence of the cost therefore.

7. Interference with Communications.

(a) Lessee agrees not to cause interference to the radio frequency communication operations of County, County's tenants, or anyone holding an agreement with County to operate on the Property, so long as equipment utilized in such operations is installed prior to the execution of the Original Ground Lease.

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

(c) Lessee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to Lessee's Facilities. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation, and further agrees to pay any such obligation during the Term. The Property is, and shall remain, tax exempt so long as County of Riverside remains the owner of the Property.

9. Termination.

(a) This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided, both County and Lessee shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and the cure commences within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion.

(b) This Lease may also be terminated by Lessee without further liability on thirty (30) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

10. Destruction of Premises. If the Premises or the Lessee's Facilities are destroyed or damaged, in Lessee's judgment, to the extent that the Premises or Lessee's Facilities are unusable by Lessee for uses consistent with Lessee's existing use immediately preceding such damage or destruction, County shall make available to Lessee within a reasonable amount of time a temporary site on the Property; provided such temporary site is available, is reasonably practicable and is reasonably acceptable to Lessee. Lessee may construct, operate, and maintain substitute Lessee's Facilities thereon until Lessee's Facilities are fully restored and operational on the Premises. In the event a

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temporary site is not available and Lessee is unable to operate Lessee's Facilities on the Property for uses consistent with Lessee's existing use immediately preceding such damage or destruction, rent shall abate in full until such time Lessee Facilities are fully restored and operational on the Premises. Alternatively, Lessee may elect to terminate this Lease as of the date of the damage or destruction by notifying County in writing within 30 days following the date that the parties have determined, in good faith, whether or not a reasonably practical and acceptable temporary site is available.

11. Condemnation. If County receives notice of a proposed taking by eminent domain of any party of the Premises or the easements, County will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises and easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

12. Insurance. Without limiting or diminishing Lessee's obligation to indemnify or hold the COUNTY harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Lease. "COUNTY", only as used in this Insurance Section, means the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. Workers' Compensation: If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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

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

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be authorized to do business in the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Lessee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to the County, and at the election of the County Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such

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self-insured retention as respects this Lease with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Lessee shall cause Lessee's insurance carrier(s) to furnish County with either i) a properly executed original Certificate(s) of Insurance and copies of endorsements effecting coverage as required herein, or ii) if requested in writing by the County Risk Manager, Lessee shall make available for review at Lessee's place of business copies of policies. Policies shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to County prior to cancellation, except for non-payment of premium. Lessee will provide County written notice within five (5) days upon receipt of any notice of modification or reduction in policy limits or coverages affecting the requirements herein.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless County receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until County has been furnished original Certificate(s) of Insurance and copies of endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

8) Lessee agrees to notify County of any notice of claim by a third party arising from Lessee's tenancy pursuant to this Lease.

13. Assignment and Subleasing. Lessee shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Lease or sublease the Premises and its rights herein, in whole or in part, without County's consent, which consent will not be unreasonably withheld, conditioned or delayed; provided however, that Lessee may assign or sublease without County's consent its interest to its parent company, to Sprint, or any of their respective subsidiaries or affiliates or to any of their respective successors-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease acknowledged by written notice to County; and further provided however, County hereby agrees that its consent shall be deemed to have been given unless Lessee receives written notice of County's objection within thirty(30) days following County's receipt of a request for consent pursuant to the terms of this Section 13. Upon written consent, or deemed consent, of County of such third party assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Lease. Assignee shall be bound to all of Lessee's liabilities and obligations of this Lease. Notwithstanding anything in this Section 13 to the contrary, Lessee may mortgage or grant a security interest in this Lease and Lessee's Facilities, and may assign this Lease and Lessee's Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, County shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

14. Title and Quiet Enjoyment.

SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
BUN #879851 El Cerri

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

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

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

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

17. Indemnity.

(a) Lessee shall indemnify and hold harmless County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Lessee, its officers, employees, subtenants, agents or representatives arising out of or in any way relating to this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Lessee, its officers, employees, subtenants,

SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
BUN #879851 El Cerri

agents or representatives Indemnitors from this Lease, except in the event of Indemnitees' negligent act or omission, or willful misconduct. Lessee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defends and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

(b) With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to Indemnitees as set forth herein.

(c) Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

(d) The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the Indemnities herein from third party claims.

(e) In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with Civil Code 2782. Such Interpretation shall not relieve the Lessee from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Limitation of Liability. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost anticipatory profits, incidental, punitive, indirect, special or consequential damages, or loss of data, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. Notice.

Notices shall be in writing and shall be delivered to:

Lessee:

STC One LLC  
c/o Crown Castle USA Inc.  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317  
BUN#: 879851

County:

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501  
RE: CR028 El Cerrito Sports Park

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

20. IRS Form W 9. County agrees to provide Lessee with a completed IRS Form W 9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W 9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor. County's failure to provide the IRS Form W 9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

21. Miscellaneous.

SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
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(a) This Lease shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

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

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

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

(e) Upon request either party may require that a memorandum of lease be recorded confirming the (i) Commencement Date, (ii) expiration date of the Term, and (iii) the duration of any renewal terms.

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

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

(h) Lessee will pay a one-time processing fee of Seven Thousand and 00/100 Dollars (\$7,500.00), payable to County of Riverside ("Processing Fee") for the benefit of the Economic Development Agency, Real Estate Division, within sixty (60) days of the full execution of this Lease. In the event that this Lease (and any applicable memorandum) is not fully executed by both County and Lessee for any reason, Lessee shall have no obligation to pay the Processing Fee to County.

*[Execution Page Follows]*

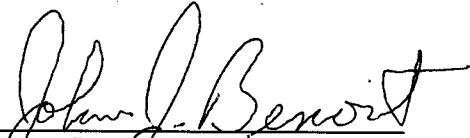
SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
BUN #879851 El Cerri

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

Date: NOV 15 2016

**LESSOR:**

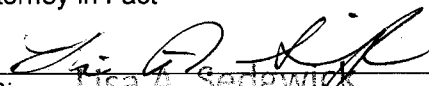
COUNTY OF RIVERSIDE,  
a political subdivision

By:   
John J. Benoit, Chairman  
Board of Supervisors

**LESSEE:**

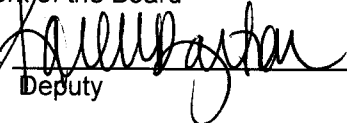
STC ONE LLC,  
a Delaware limited liability company,  
registered in California as TOWER COMPANY  
ONE LLC

By: GLOBAL SIGNAL ACQUISITIONS III, LLC,  
a Delaware limited liability company  
Its Attorney in Fact

By:   
Name: Lisa A. Sedgwick  
Title: RET Manager  
Date: \_\_\_\_\_

**ATTEST:**

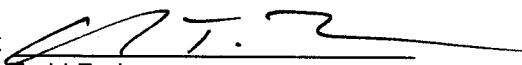
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

County of Riverside Tax ID#: 95-6000930

**APPROVED AS TO FORM:**

Gregory P. Priamos, County Counsel

By:   
Todd Frahm  
Deputy County Counsel

JR:ra/081116/CR028/18.079

SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
BUN #879851 El Cerri

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, WITHOUT A SITUS ADDRESS, CURRENTLY OWNED BY COUNTY OF RIVERSIDE HAVING A TAX ASSESSOR NUMBER OF 277-210-009 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 4.84 ACRES M/L IN POR S 1/2 OF SEC 8 T4S R6W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS AND DESCRIBED IN DOCUMENT NUMBER 434615 DATED 09/03/2013 AND RECORDED 09/05/2013.



SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
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**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PREMISES**

TOWER LEASE DESCRIPTION

A PORTION OF GOVERNMENT LOT 11 IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 73 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1.5" PIPE WITH LEAD & TAG "ILLEGIBLE" ON THE EASTERLY PUBLIC RIGHT OF WAY OF INTERSTATE 15, THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 77.83 FEET;

THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 4.87 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 22.68 FEET TO A POINT;  
THENCE SOUTH 66° 54' 48" WEST A DISTANCE OF 22.61 FEET TO A POINT;  
THENCE NORTH 23° 05' 12" WEST A DISTANCE OF 22.68 FEET TO A POINT;  
THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 22.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 512 SQUARE FEET OR 0.0118 ACRES OF LAND MORE OR LESS.

ACCESS & UTILITY EASEMENT DESCRIPTION

A PORTION OF GOVERNMENT LOT 11 IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 73 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1.5" PIPE WITH LEAD & TAG "ILLEGIBLE" ON THE EASTERLY PUBLIC RIGHT OF WAY OF INTERSTATE 15, THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 40.22 FEET;

THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 4.87 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 15.00 FEET TO A POINT;  
THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 22.68 FEET TO A POINT;  
THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 22.61 FEET TO A POINT;  
THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 12.96 FEET TO A POINT;  
THENCE SOUTH 09° 01' 16" WEST A DISTANCE OF 63.89 FEET TO A POINT;  
THENCE SOUTH 33° 03' 02" EAST A DISTANCE OF 132.50 FEET TO A POINT;  
THENCE SOUTH 35° 26' 50" EAST A DISTANCE OF 127.70 FEET TO A POINT;  
THENCE SOUTH 56° 24' 59" EAST A DISTANCE OF 30.68 FEET TO A POINT ON THE NORTHERLY PUBLIC RIGHT OF WAY OF EL CERRITO ROAD;  
THENCE ALONG SAID RIGHT OF WAY, SOUTH 59° 31' 07" WEST A DISTANCE OF 16.68 FEET TO A POINT;  
THENCE DEPARTING SAID RIGHT OF WAY, NORTH 56° 24' 59" WEST A DISTANCE OF 26.16 FEET TO A POINT;  
THENCE NORTH 35° 26' 50" WEST A DISTANCE OF 130.79 FEET TO A POINT;  
THENCE NORTH 33° 03' 02" WEST A DISTANCE OF 138.58 FEET TO A POINT;  
THENCE NORTH 09° 01' 16" EAST A DISTANCE OF 22.80 FEET TO A POINT;  
THENCE NORTH 23° 05' 12" WEST A DISTANCE OF 67.38 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,472 SQUARE FEET OR 0.1486 ACRES OF LAND MORE OR LESS.

SITE NUMBER: CR028  
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**EXHIBIT "C"**  
**DEPICTION OF THE PREMISES**

The Premises consist of those areas depicted/shown below where Lessee's communications tower, antennae, equipment, cables and utilities are situated on County's Property.

**See Attached.**



SITE NUMBER: CR028  
 SITE NAME: El Cerrito Sports Park  
 BUN #879851 El Cerri

**TOWER SURVEY**  
 Parcel of 6.72 Acres, Lot 11  
 1500 W. 12th Street  
 El Cerrito, CA 94530

**FOR CROWN CASTLE**

**SITTE EL CERRI**  
 BURN: 879851  
 ADDRESS: 7180 El Cerrito Rd.,  
 Castroville, CA 91719  
 Riverside County

**CROWN CASTLE**  
 3800 FORTY-NINTH STREET, SUITE 100, CHATSWORTH, CA 91311  
 NATIONAL SERVICE CENTER, CHATSWORTH, CA 91311

**GEO LINE SURVEYING, INC.**  
 13420 VAN COTT AVENUE, SUITE 100, VAN COTT, CA 95758  
 (916) 438-1000 FAX: (916) 438-1001  
 WWW.GEOLINE.COM

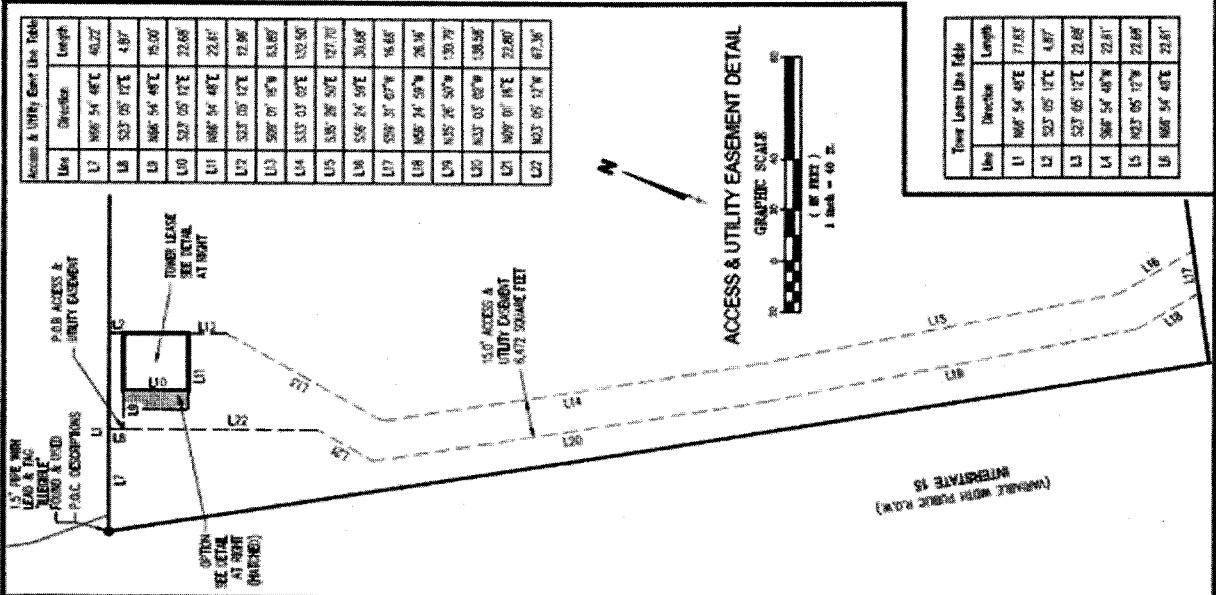
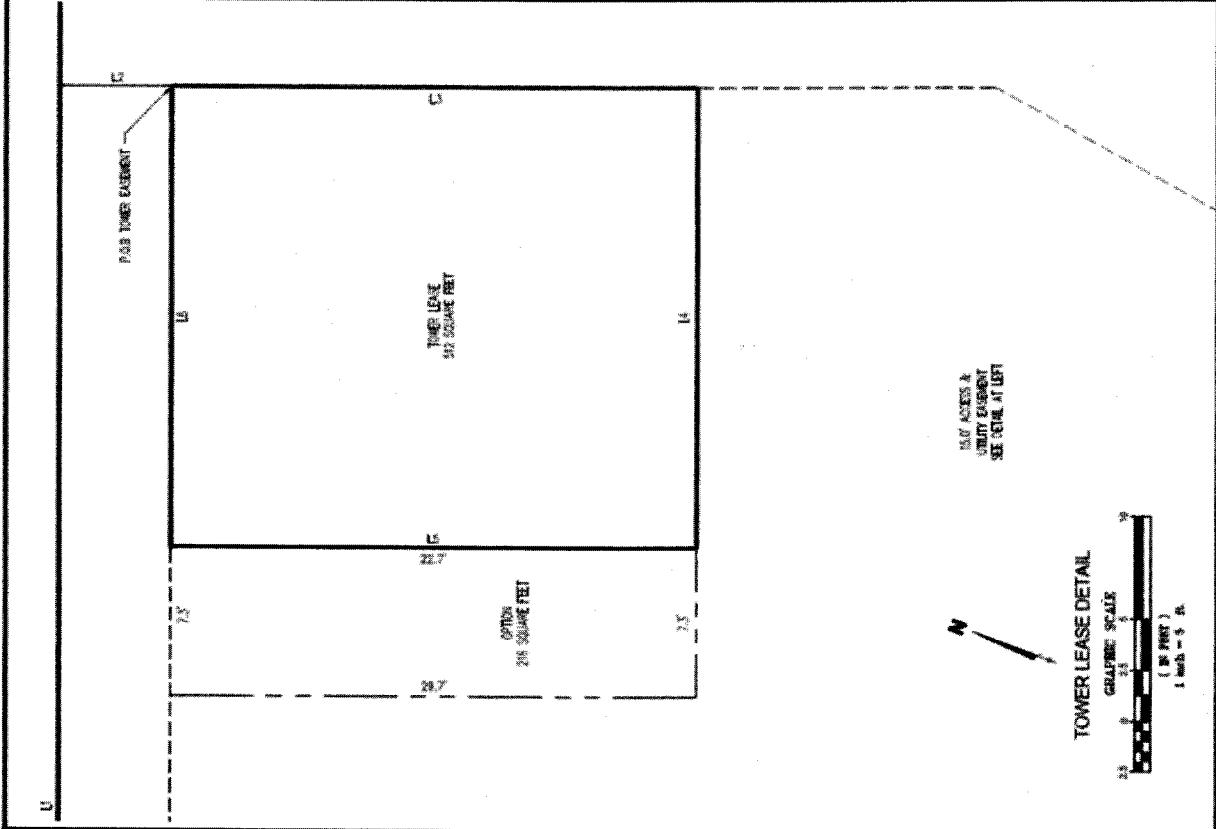
**SURVEY WORK PERFORMED BY:**  
 J.V. Surveys  
 A.J.R. - Surveyor - Geodesy  
 1278 N. 24th St. - Suite 101  
 Sunnyvale, CA 94085  
 Phone: (408) 298-2833 Fax: (408) 298-2835  
 License No. 4971 License Ex. 11, 218, 233

**SURVEYOR'S NOTES**  
 1. This plat is for all bearings shown herein is the combination of B. Cerrito Rd., Section on 12th St. 50' Approx. 21' Approx. 57' Approx. 2' per 28.128 Ft. 20.  
 2. No substantial encroachment was performed to locate underground utilities. All utilities shown herein are limited to 48" and per desired address only.  
 3. This survey does NOT represent a Secondary Survey of the Heart Parcel.  
 4. All utility lines shown and improvements are contained within the described area.

**SURVEYOR'S CERTIFICATE**  
 I hereby certify to Crown Castle and Brevet. This Geomatics Company that this ground survey was made under my supervision.

*J. V. Surveys*  
 Jody L. Vachter  
 State of California No. 0281  
 Civil Engineer  
 Expiration: 12-31-15  
 Renewed: 12-31-15

FOR LAND SURVEYING  
 JODY L. VACHTER  
 CIVIL ENGINEER  
 STATE OF CALIFORNIA  
 No. 0281  
 EXPIRES 12-31-15  
 RENEWED 12-31-15





SITE NUMBER: CR028  
SITE NAME: El Cerrito Sports Park  
BUN #879851 El Cerri

**EXHIBIT "D"**  
**ADDITIONAL LEASE AREA**





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

11/17/16  
Date

kb  
Initial

### NOTICE OF EXEMPTION

December 11, 2015

**Project Name:** County of Riverside, Economic Development Agency (EDA) Communication Site Lease Agreement, El Cerrito Sports Park, District 2

**Project Number:** FM0473166002800

**Project Location:** 7480 El Cerrito Road, east of Interstate 15; Corona, California; Assessor's Parcel Number 277-210-009 (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) acquired the subject property on June 14, 2010 from a previous owner who was the previous Lessor of the property through a Ground Lease to Cox Communications PCS, L.P. (Cox), originated on October 17, 1997. The proposed Lease Agreement will amend and restate the prior lease by deleting the prior lease in its entirety and replacing it with the terms and conditions set in the proposed lease, which is identified as the proposed Project under the California Environmental Quality Act (CEA). The new Lessee is identified as Global Signal Acquisition III, LLC. The term of the proposed Lease Agreement will be 25 years, commencing on January 1, 2016 and ending on December 31, 2042. The use of the site under the new Lease Agreement would occur in the same manner as with the existing use. The operation of the facility will continue to provide communications services and will not result in a change or 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.

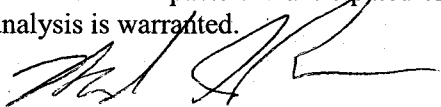
**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State 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 Lease, which includes the maintenance and operation of communication services.

NOV 15 2016 3.12

- **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 Lease that includes operation and maintenance of communication services. The use of the site would continue in the same manner as under the current lease and would not require any expansion of service or 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 Lease 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: \_\_\_\_\_

12/11/15

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



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: El Cerrito Sports Park Communication Site Lease Agreement

Accounting String: 524830-47220-7200400000- FM0473166002800

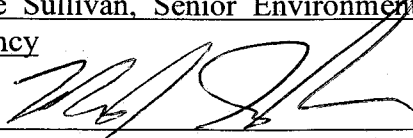
DATE: December 11, 2015

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: Lorie Houghlan, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: December 11, 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 # FM0473166002800**  
El Cerrito Sports Park Communication Site Lease Agreement

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 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

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

Attachment

cc: file