

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



ITEM  
3.28  
(ID # 3277)

**MEETING DATE:**

Tuesday, March 7, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND FIRE DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-007, Authorization to Convey Fee Simple Interest in Real Properties (Fire Stations) in the City of Menifee to the City of Menifee, District 5, CEQA Exempt [\$50,000] Local Government, City of Menifee -100%

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

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2017-007, Authorization to Convey Fee Simple Interest in Real Properties located in City of Menifee, County of Riverside, Assessor's Parcel Numbers 341-060-003, 341-060-004, 340-040-008 and portions of Assessor's Parcel Numbers 335-202-002 and 360-290-016 by Quitclaim Deeds to the City of Menifee;

**ACTION: Policy, 4/5 Vote**

Robert Field, Assistant County Executive Officer/EDA

1/17/2017

John Williams, Chief of Fire Riverside County

1/30/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: EDA, Fire, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

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

3. Authorize the Chairman of the Board of Supervisors to execute the Quitclaim Deeds to complete the conveyance of real properties and this transaction;
4. Authorize the Chairman of the Board of Supervisors to execute the Assignment and Assumption Agreement;
5. 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;
6. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$50,000 for staff time and expenses; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk for posting within five working days of approval by this Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 50,000	\$ 0	\$ 50,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Local Government, City of Menifee – 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			2016/17	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25365, the County of Riverside (County) may, by a four-fifths vote, transfer interests in real property, or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use.

When the City of Menifee was incorporated, fire protection services no longer fell under the County's responsibility. However, due to the burden to the City providing such services, cooperative agreements were put in place whereby the County would continue providing fire protection services under contract from these locations with the understanding that in the future these facilities would be transferred to the City's direct control. By conveying these fire station properties, the County will be relieved of cost, maintenance responsibilities and liabilities

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

associated with property ownership. The properties are no longer needed for the County use or purposes.

The County intends to convey the fee simple interest in four fire stations located in the City of Menifee, County of Riverside, to the City of Menifee, by Quitclaim Deeds. All depicted in Exhibit A, attached hereto.

**Fire Station No. 5**

Located at 28971 Goetz Road, identified by and known as Assessor's Parcel Numbers 341-060-003 and 341-060-004. This fire station was constructed in 1954 and is approximately 3,986 square feet in size on a .50 acre parcel.

**Fire Station No. 7**

Located at 27860 Bradley Road, identified by and known as Assessor's Parcel Number 335-202-002. This fire station was constructed in 1972 and is an estimated 4,112 square feet in size on a 1.18 acre parcel.

**Fire Station No. 68**

Located at 26020 Wickard Road, identified by and known as Assessor's Parcel Number 360-290-016. This fire station was constructed in 1989 and is approximately 4,800 square feet in size on a 1.78 acre parcel. A portion of this property contains a County owned PSEC (Public Safety) communication tower. The County will retain ownership of the property containing the Public Safety tower.

**Fire Station No. 76**

Located at 29950 Menifee Road, identified by and known as Assessor's Parcel Number 340-040-008. This fire station was constructed in 1999 and is approximately 7,090 square feet in size on a 1.58 acre parcel. A portion of this property contains a private cellular communication tower which is currently leased to SBA Steel, LLC. The entire property including the communication tower ground lease will be transferred and assigned to the City of Menifee.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

**Impact on Residents and Businesses**

The impact of the transfer to the City of Menifee will continue to benefit both residents and businesses through enhanced Public Safety and efficiency of services.

Resolution No. 2017-007, Quitclaim Deed, and Assignment and Assumption Agreement have been reviewed and approved as to form by County Counsel.

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The City of Menifee has agreed to reimburse the County of Riverside EDA/ Real Estate Division in the amount of \$50,000 prior to the transfer for any and all costs associated with this transaction. The costs include Real Estate staff labor, County Counsel staff labor, Environmental staff labor, and Processing, Survey, Title, and Due Diligence costs.

County EDA Staff Labor Costs	\$30,000
County Counsel Staff Labor Costs	\$ 4,000
Due Diligence	\$ 5,500
Title Costs	\$ 2,000
Surveyor Work	\$ 8,500
Total Costs	\$50,000

Attachments:

Resolution No. 2017-007

Maps

Quitclaim Deeds

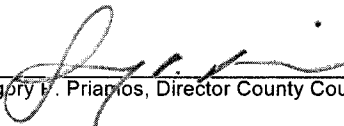
Assignment and Assumption Agreement

Notice of Exemption

RF:JWW:VC:VY:CAO:ra 049FR 18.513 13419  
MinuteTraq ID 3277

  
Nehini Lavika, Principal Management Analyst

2/27/2017

  
Gregory V. Priamos, Director County Counsel

1/19/2017

FORM APPROVED COUNTY COUNSEL  
BY: R. TODD FRAHM  
DATE 1/19/17

1 Board of Supervisors

County of Riverside

2  
3 RESOLUTION NO. 2017-007  
4 AUTHORIZATION TO CONVEY REAL PROPERTY  
5 TO THE CITY OF MENIFEE  
6 IN THE CITY OF MENIFEE, CALIFORNIA

7 ASSESSOR'S PARCEL NUMBERS 341-060-003, 341-060-004, 340-040-008  
8 AND A PORTION OF ASSESSOR'S PARCEL NUMBERS  
9 335-202-002 and 360-290-016 ALL BY QUITCLAIM DEEDS  
10

11 WHEREAS, when the City of Menifee incorporated on October 1, 2008, the  
12 County of Riverside was no longer directly responsible for providing fire protection and  
13 prevention services to the City of Menifee; and  
14

15 WHEREAS, due to the burden to the City in providing such services,  
16 cooperative agreements were put in place whereby the County of Riverside would  
17 continue providing fire protection and prevention services under contract out of the fire  
18 station that is currently owned by the County of Riverside and located wholly within the  
19 City of Menifee with the expectation that these facilities would be transferred to the  
20 City of Menifee at a later date; and

21 WHEREAS, the County of Riverside desires to convey the four (4) fire stations  
22 to the City of Menifee located at:

23 1) 28971 Goetz Road, identified by and known as Assessor's Parcel Numbers  
24 341-060-003 and 341-060-004;

25 2) 27860 Bradley Road, identified by and known as Assessor's Parcel Number  
26 335-202-002;

1           3) 26020 Wickard Road, identified by and known as Assessor's Parcel Number  
2 360-290-016; A portion of this property contains a County owned PSEC (Public  
3 Safety) communication tower. The County will retain ownership of the property  
4 containing the Public Safety communication tower; and

5           4) 29950 Menifee Road, identified by and known as Assessor's Parcel Number  
6 340-040-008. A portion of this property contains a private cellular communication  
7 tower which is currently leased to SBA Steel, LLC. The entire property including the  
8 communication tower ground lease will be transferred and assigned to the City of  
9 Menifee;

10           WHEREAS, the City of Menifee desires to accept the conveyance of these fire  
11 stations which will complete the transition that was contemplated after the City of  
12 Menifee incorporated;

13           WHEREAS, the County's properties interest are no longer needed for County use or  
14 purposes; and

15           WHEREAS, the County has reviewed and determined that the purchase of the  
16 Property as being categorically exempt from the California Environmental Quality Act  
17 ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3)  
18 because the proposed project is the conveyance of real property involving the transfer  
19 of title to the real property for the continued use of existing improvements situated on  
20 the Property with no major improvements will occur at this time which will have no  
21 significant impact on the environment; now, therefore,

22           BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
23 Board of Supervisors of the County of Riverside ("Board"), in regular session  
24 assembled on or after January 31, 2017, at 9:00 a.m. or soon thereafter, in the  
25 meeting room of the Board of Supervisors located on the 1st floor of the County  
26 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review  
27  
28

1 of the evidence and information presented on the matter, as it relates to this  
2 acquisition, this Board:

3 1. Has determined that the proposed acquisition project is categorically  
4 exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and  
5 15061(b)(3) because the County is merely conveying the fee interest in the Property to  
6 continue the present use of the Property and it can be seen with certainty that there is  
7 no possibility that the activity in question will have a significant effect on the  
8 environment; and

9 2. Authorizes the conveyance to the City of Menifee the following described  
10 real properties: Certain real properties located in the City of Menifee, County of  
11 Riverside, State of California identified by and known as Assessor's Parcel Numbers  
12 341-060-003, 341-060-004, 340-040-008 and portions of Assessor's Parcel Numbers  
13 335-202-002 and 360-290-016, more particularly described in Exhibit "A" Legal  
14 Description, attached hereto and thereby made a part hereof.

15 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
16 Board of Supervisors of the County of Riverside is authorized to execute the Quitclaim  
17 Deeds.

18 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
19 Board of Supervisors of the County of Riverside is authorized to execute the  
20 Assignment and Assumption Agreement.

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

24 BE IT FURTHER RESOLVED AND DETERMINED that the EDA/Real Estate  
25 Division be reimbursed for all costs incurred relating to the conveyance. The amount  
26 to be reimbursed to EDA/Real Estate is not to exceed \$50,000.

27

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1 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
2 Supervisors is directed to file the Notice of Exemption with the County Clerk within five  
3 working days of Board approval.

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

7  
8  
9 ROLL CALL:

10 Ayes: Jeffries, Tavaglione, Washington and Ashley  
11 Nays: None  
12 Absent: None

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

15 KECIA HARPER-IHEM, Clerk of said Board

16 By  Deputy

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27 CAO:ra/011917/049FR/18.555 S:\Real Property\TYPING\Docs-18.500 to 18.999\18.555.doc  
28



## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All that portion of Section 30, Township 5 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 30; thence North  $00^{\circ} 09'$  West along the Westerly line thereof, a distance of 608.93 feet; thence North  $89^{\circ} 51'$  East a distance of 40 feet to a point on the Westerly line of Goetz Road and the point of beginning of the Parcel to be described; thence North  $00^{\circ} 09'$  West and parallel with the Westerly line of said Section 30 a distance of 213.10 feet; thence North  $89^{\circ} 51'$  East a distance of 100 feet; thence South  $0^{\circ} 09'$  East and parallel with Westerly line of Section 30 a distance of 120 feet to a point on the Northwestern line of Goetz Road; thence Southwesterly along the Northwestern line of Goetz Road on a curve concave to the Southeast having a radius of 330 feet, through an angle of  $23^{\circ} 53' 40''$  an arc length of 137.62 feet to the point of beginning.

Apn: 341-060-004-2

Parcel 2:

That portion of Government Lot 2 in the Southwest quarter of Section 30, Township 5 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 30; thence North  $00^{\circ} 09'$  West along the Westerly line thereof, a distance of 608.93 feet; thence North  $89^{\circ} 51'$  East a distance of 40 feet to a point on the Westerly line of Goetz Road; thence North  $00^{\circ} 09'$  West and parallel with the Westerly line of said Section 30 a distance of 213.10 feet to the true point of beginning; thence continuing North  $00^{\circ} 09'$  West and parallel with the Westerly line of Section 30 a distance of 40 feet; thence North  $89^{\circ} 51'$  East 100 feet; thence South  $00^{\circ} 09'$  East and parallel with the Westerly line of said Section 30 a distance of 40 feet to a point that bears  $89^{\circ} 51'$  East from the true point of beginning; thence South  $89^{\circ} 51'$  West 100 feet to the true point of beginning.

Apn: 341-060-003-1

**Exhibit "A"**

**Bradley Road Fire Station #7  
Legal Description**

**Parcel A**

In the City of Menifee, County of Riverside, State of California, being that portion of the land described in the Deed recorded December 23, 1969 as Instrument No. 130754 of Official Records of said county. Lying within Section 21, Township 5 South, Range 3 West, San Bernardino Meridian, described as follows:

All that portion of said land lying westerly of the following described line:

**Commencing** at the southeasterly corner of said land;

**Thence** South  $86^{\circ} 32' 05''$  West, 88.16 feet along the southerly line of said land to the Point of Beginning;

**Thence** North  $11^{\circ} 41' 47''$  West, 50.00 feet to Point A;

**Thence** continuing North  $11^{\circ} 41' 47''$  West, 168.32 feet to the northerly line of said land and the **Point of Terminus**. Said course bearing North  $11^{\circ} 41' 47''$  West is herein designated as "Course A".

Containing 0.94 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part thereof.

Reserving therefrom a non-exclusive access easement being a strip of land 12.00 feet wide, the centerline of which is described as follows:

**Beginning** at the herein above described Point A;

**Thence** South  $76^{\circ} 51' 53''$  West, 35.55 feet;

**Thence** North  $11^{\circ} 55' 51''$  West, 127.84 feet;

**Thence** North  $56^{\circ} 46' 00''$  West, 22.77 feet;

**Thence** North  $11^{\circ} 46' 00''$  West, 25.00 feet to the northerly line of said land and the **Point of Terminus**;

The sidelines of said strip are to be prolonged or shortened as to terminate easterly on the herein above described "Course A", and northerly on the northerly line of said land.



  
\_\_\_\_\_  
JAMES R. McNEILL

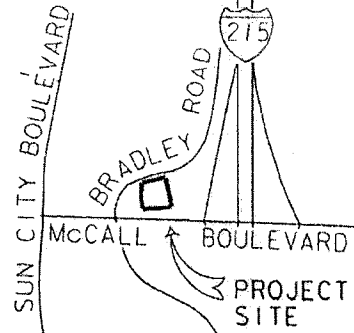
Land Surveyor No. 7752  
Signed on Behalf of:  
County of Riverside  
Economic Development Agency

Date: 11-8-16\_\_\_\_\_

# EXHIBIT "B"

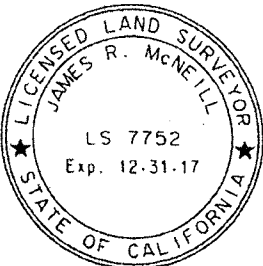
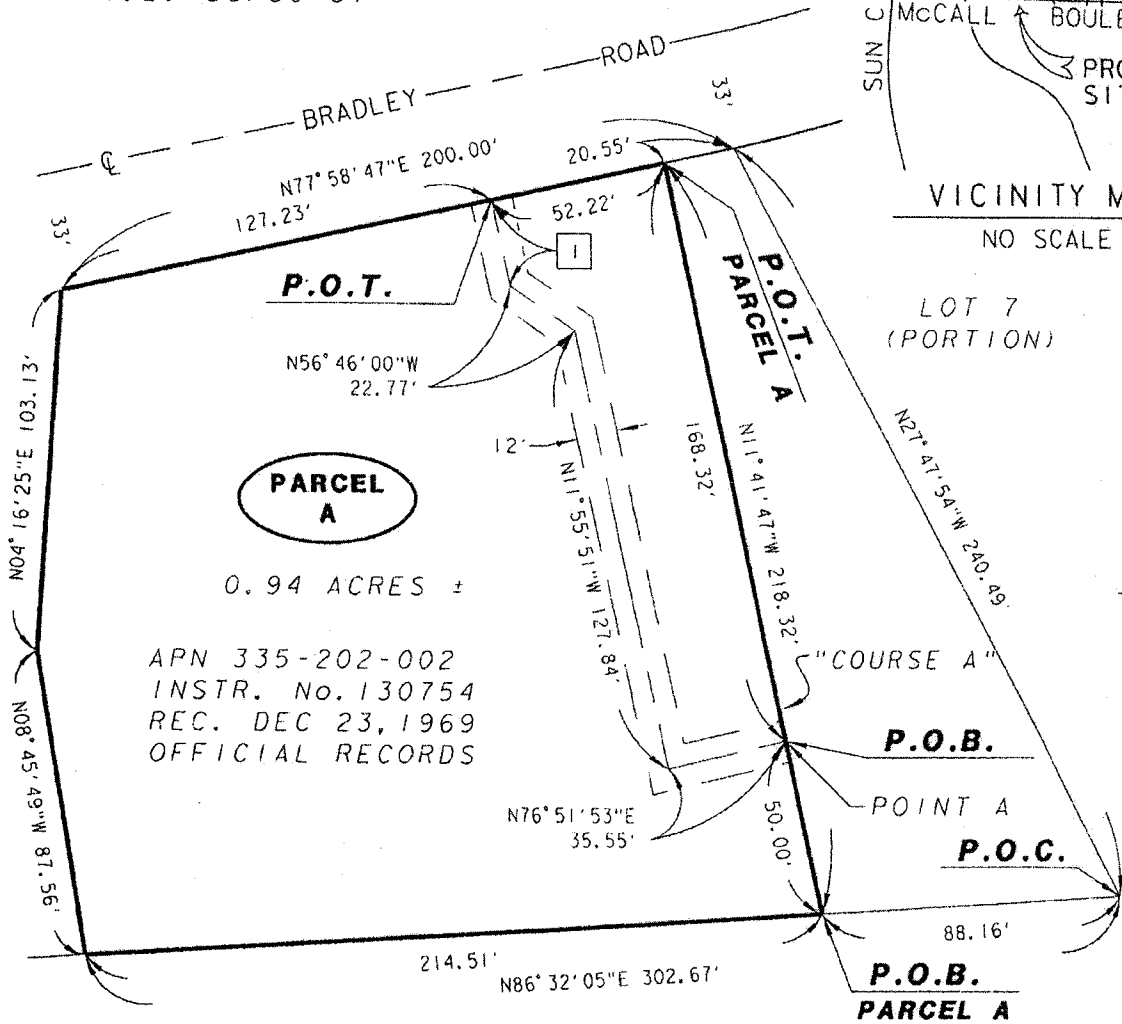
## BRADLEY ROAD FIRE STATION #7 PARCEL A

M. B. 56/80-81



VICINITY MAP

NO SCALE



*[Signature]*  
 JAMES R. McNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 COUNTY OF RIVERSIDE  
 ECONOMIC DEVELOPMENT  
 AGENCY  
 DATE: 11-8-16

LINE DATA		
	BEARING	DISTANCE
1	N11°46'00"W	25.00'

SEC. 21, T. 5S., R. 3W. S. B. M.

### COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

3403 10TH STREET, SUITE 400, RIVERSIDE, CA. 92501

PROJECT NAME: BRADLEY ROAD FIRE STATION #7 PLAT				
PARCEL A	SCALE: 1" = 50'	PREPARED BY: DAB	DATE: OCT-17-2016	SHEET NO. 1 OF 1

**Exhibit "A"**

**Wickerd Road Fire Station #68  
Legal Description**

**Parcel A**

In the City of Menifee, County of Riverside, State of California, being that portion of Parcel 4, Parcel Map No. 13328, filed in Book 77, Page 3 of Parcel Maps, records of said county. Lying within Section 16, Township 6 South, Range 3 West, San Bernardino Meridian, described as follows:

All that portion of said land lying southerly and easterly of the following described line:

**Beginning** at the intersection of the westerly line of said Parcel 4 and the westerly prolongation of the southerly line of the land described as "County Premises, Menifee Land and Access Easement Legal Description" within the Facilities Sublease recorded December 9, 2009 as Document No. 2009-0633170 of Official Records of said county;

**Thence** South 89° 38' 34" East, 139.19 feet along said prolongation;

**Thence** North 09° 42' 24" East, 75.12 feet;

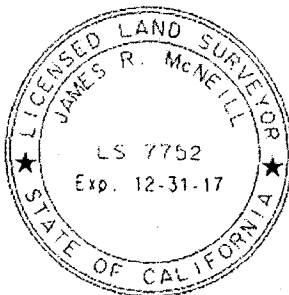
**Thence** North 11° 12' 54" East, 22.23 feet;

**Thence** North 27° 46' 59" East, 6.89 feet;

**Thence** North 31° 35' 18" East, 29.66 feet to the northerly line of said Parcel 4 and the **Point of Terminus**.

Containing 1.36 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part thereof.

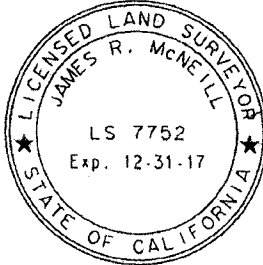
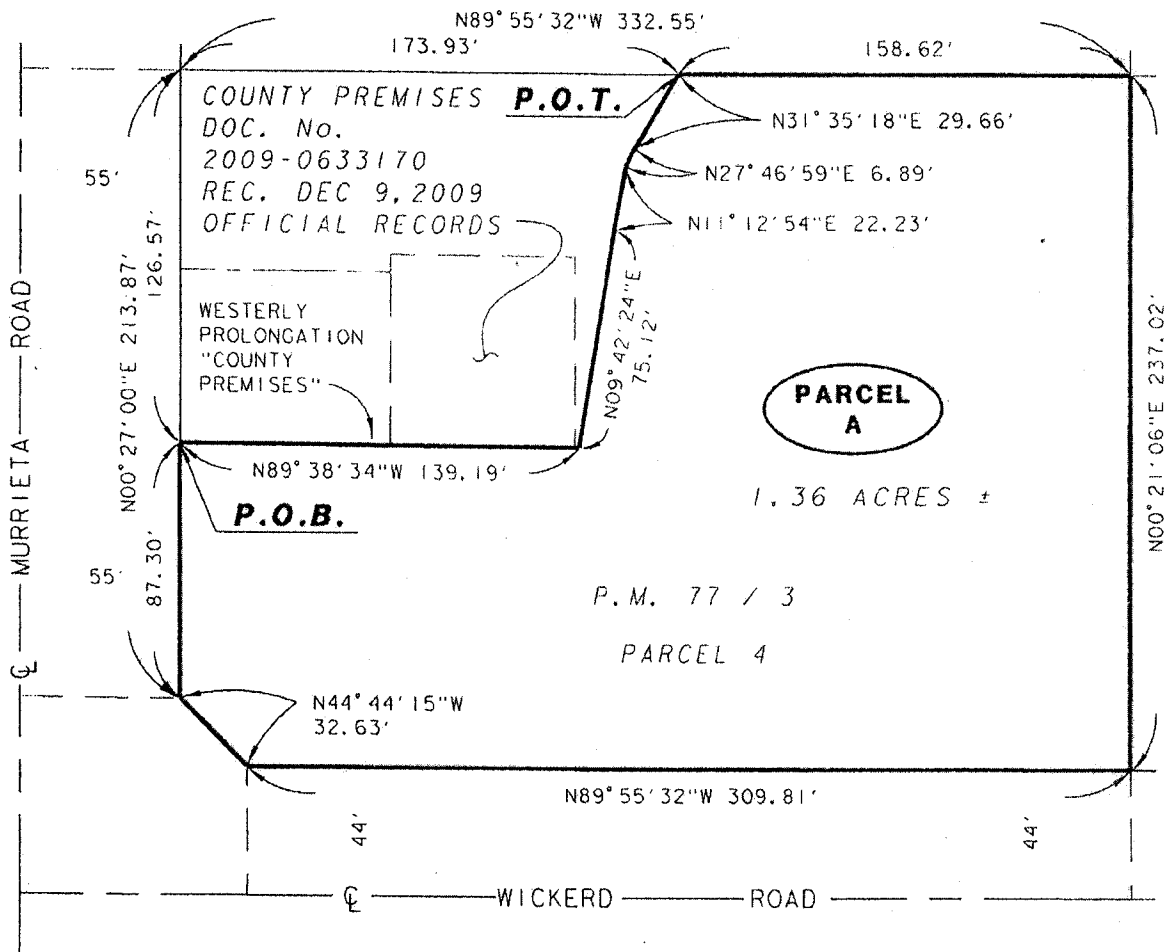


  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
County of Riverside  
Economic Development Agency

Date: 11-8-16

**EXHIBIT "B"**  
**WICKERD ROAD FIRE STATION #68**  
**PARCEL A**



*[Signature]*  
 JAMES R. McNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 COUNTY OF RIVERSIDE  
 ECONOMIC DEVELOPMENT  
 AGENCY  
 DATE: 11-8-16



SEC. 16, T. 6S., R. 3W. S.B.M.

**COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY**  
 3403 10TH STREET, SUITE 400, RIVERSIDE, CA. 92501

WICKERD ROAD FIRE STATION #68 PLAT

PARCEL A	SCALE: 1" = 60'	PREPARED BY: DAB	DATE: NOV-03-2016	SHEET NO. 1 OF 1
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## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Parcel 25 of Parcel Map 21838, in the City of Menifee, County of Riverside, State of California, as recorded in Book 146, Pages 1 through 26, of Parcel Maps, Records of Riverside County.

Described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road,  
Thence along the centerline of Menifee Road North  $0^{\circ}21'37''$  East 372.39';  
Thence South  $89^{\circ}38'23''$  East 55.00' to the true point of beginning;  
Thence North  $0^{\circ}21'37''$  East 65.17' along the right of way line of Menifee Road to the beginning of a curve concave to the East,  
Thence Northeasterly a distance of 183.65' along the arc through a central angle of  $9^{\circ}11'23''$  and having a radius of 1145.00' to a point of non-tangency,  
Thence North  $52^{\circ}13'22''$  East 32.62';  
Thence South  $82^{\circ}34'27''$  East, 23.99' to the beginning of a curve concave to the North,  
Thence Easterly a distance of 40.85' along the arc through a central angle of  $6^{\circ}54'17''$  and having a radius of 339.00' to a point of tangency,  
Thence South  $89^{\circ}28'44''$  East 167.01',  
Thence South  $0^{\circ}21'37''$  West 262.18'  
Thence North  $89^{\circ}38'23''$  West 271.92' to the true point of beginning.

Assessor's Parcel No: 340-040-008

Parcel 2:

A non-exclusive easement for underground sewer line purposes as more particularly set forth in that certain document entitled "Easement Deed" recorded January 8, 1999 as Instrument No. 1999-008244 of Official Records, described as follows:

Being a portion of Parcel 25 of Parcel Map 21838, as recorded in Book 146, Pages 1 through 26 of Parcel Maps, Records of Riverside County, described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road,  
Thence along the centerline of Menifee Road North  $0^{\circ}21'37''$  East 372.39',  
Thence South  $89^{\circ}38'23''$  East 85.00' to the true point of beginning;  
Thence South  $89^{\circ}38'23''$  East 10.00'  
Thence South  $0^{\circ}21'37''$  West 322.66'  
Thence North  $89^{\circ}28'44''$  West 10.00'  
Thence North  $0^{\circ}21'37''$  East 322.63' to the true point of beginning.



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

3/9/17  
Date

VB  
Initial

### NOTICE OF EXEMPTION

November 3, 2016

**Project Name:** County of Riverside, Transfer of Fire Stations #5, #7, #68, and #76 to the City of Menifee

**Project Number:** FM0412700049

**Project Location:** 28971 Goetz Road, north of Avenue Roble, 27860 Bradley Road, north of McCall Boulevard, 26020 Wickerd Road, east of Murrieta Road, 29950 Menifee Road, north of Newport Avenue, Assessor's Parcel Numbers (APNs) 341-060-003, 341-060-004, 335-202-002, 360-290-016, 340-040-008, Menifee, Riverside County, California, 92584, 92586, 92587 (See attached exhibits)

**Description of Project:** The County of Riverside (County) has been providing fire protection services to the City of Menifee since its incorporation on June 3, 2008. The County is proposing to transfer four fire stations, #5, #7, #68, and #76 to the City of Menifee so that the City of Menifee can provide its own fire services. For Fire Stations #7 and #68, the County is retaining a portion of the property containing communications towers. For Fire Station #76, the property includes a communication tower as part of the transfer. With the transfer of the four fire stations and property, the County will be relieved of cost, maintenance responsibilities and liabilities associated with property ownership, other than the property containing the communications towers at Fire Stations #7 and #68. The four fire stations have been operated by the County since being built and will be transferred to the City at no cost. Pursuant to Government Code Section 25365, the County may convey, quitclaim, or otherwise transfer to any special district or public agency within the county, any real property, or interest therein belonging to the County upon the terms and conditions as are agreed if the property or interest therein to be conveyed is not required for County use. The conveyance of the properties and Fire Stations #5, #7, #68, and #76 do not require any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The four fire stations will continue to provide fire protection services to the City for Menifee and no expansion of use would occur. The transfer of ownership of Fire Stations #5, #7, #68, and #76 and the land from the County to the City is the proposed Project under the California Environmental Quality Act (CEQA).

**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; City of Menifee

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301, and 15320.

MAR 07 2017 3:28



**Reasons Why Project is Exempt:** 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 is the conveyance of real property from the County to the City, so that the City will provide its own fire protection services. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The proposed conveyance of real property will not have an effect on the environment and the mere transfer of ownership interest will not alter or expand the existing use that may create any future direct or indirect physical environmental impact; thus, no environmental impacts are anticipated to occur.

- **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 conveyance of real property from the County to the City. The Project would not result in any change in use and will not increase or expand the use of the site. The four sites to be transferred are currently developed as fire stations and do not contain environmentally sensitive areas. The continued provision of fire protection services by the City upon conveyance of the property will not require additional infrastructure. The existing buildings were designed and planned for fire protection services and the conveyance of the real property would result in the continued use of the sites in a similar capacity; 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 conveyance of these four fire stations and property may have a significant physical effect on the environment. The conveyance of the property does not facilitate an increase in the intensity of use of the sites. The conveyance of this property does not require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts to the existing sites. Therefore, in no way, would the transfer of property between the County and the City, as proposed, have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:  Date: 11/3/2016

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Transfer of Fire Stations #5, #7, #68, and #76 to the City of Menifee

**Accounting String:** 528500-47220-7200400000- FM0412700049

DATE: November 2, 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: Craig Olsen, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: November 2, 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 # FM0412700049**  
Transfer of Fire Stations #5, #7, #68, and #76 to the City of Meniffee

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into this 21<sup>st</sup> day of June, 2017 ("Effective Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Assignor"), and the CITY OF MENIFEE, a municipal corporation, ("Assignee").

RECITALS

WHEREAS, the Assignor represents that it owns the real property legally described in Exhibit "A" commonly known as 29950 Menifee Road, Menifee, CA (Assessor's Parcel Number: 340-040-008) ("Property"). Assignor leases to SBA STEEL LLC, A Florida limited liability company that portion of the Property, legally described in Exhibit "B" and depicted in Exhibit "C", consisting of an area of 510 sq ft), along with easements for ingress and egress and utilities, the ("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.

WHEREAS, the Assignor and SBA STEEL LLC, A Florida limited liability company entered into a Memorandum of First Amendment to Communication Site Lease Agreement for the Premises dated August 30, 2016 and is set to expire June 30, 2031 ("Lease Agreement"). The Lease Agreement is attached hereto as "Exhibit "D."

WHEREAS, Assignor desires to convey the Property to the Assignee and the Assignee desires to accept the Property from the Assignor;

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor the benefits and obligations of the Lease Agreement whereby the Assignee, along with assuming the Agreement, agrees to accept the responsibility for operation and maintenance of the Facilities; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

- 1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, responsibilities and obligations in and to the Lease/Sublease Agreement to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, responsibilities and obligations under the Lease Agreement "D" and shall be bound by all the terms and conditions thereof.
2. Effective Date. The Effective Date of this Agreement shall be the date upon which the Property is transferred to the Assignee. In the event that the acquisition by Assignee from Assignor does not occur within 60 days of the execution of this Assignment and Assumption Agreement and consent is not obtained by the Lessor and Sublessor in the Lease Agreement, then this Assignment and Assumption Agreement shall be null and void.
3. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.
4. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs this Agreement.

MAR 07 2017 3.28 2017-7-136335

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

6. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.

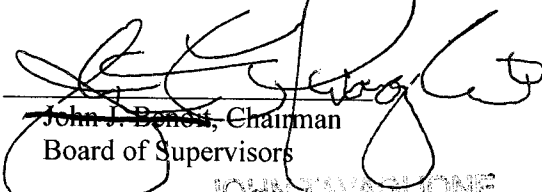
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date as set forth above.

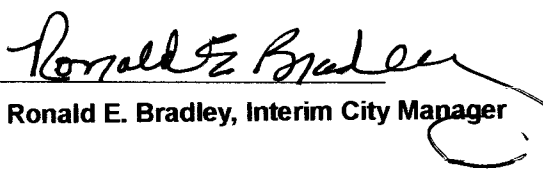
ASSIGNOR:

ASSIGNEE:

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

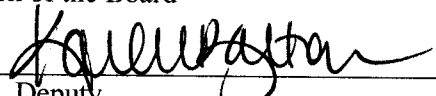
CITY OF MENIFEE, a municipal corporation

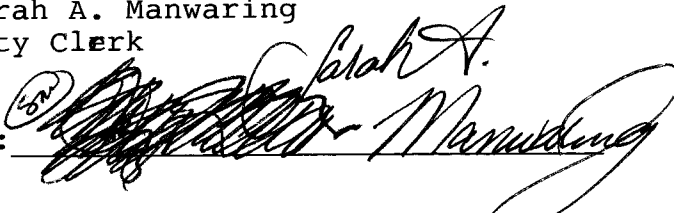
By:   
John J. Benoit, Chairman  
Board of Supervisors  
JOHN J. BOENIT

By:   
Ronald E. Bradley, Interim City Manager

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

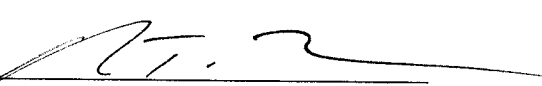
Attest:  
Sarah A. Manwaring  
City Clerk

By:   
Deputy

By: 

APPROVED AS TO FORM:  
Gregory P. Priamos

Approved as to form:  
Jeffrey T. Melching, City Attorney

By:   
R. Todd Frahm  
Deputy County Counsel

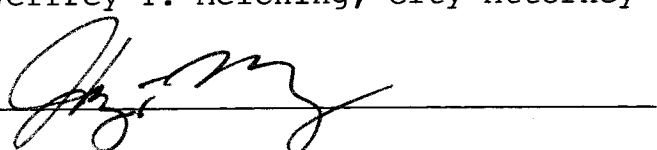
By: 

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY'S PROPERTY

Being a portion of Parcel 25 of Parcel Map 21838, as recorded in Book 146, Pages 1-26 of Parcel Maps, records of Riverside County.

Described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road;

Thence along the centerline of Menifee Road N 0°21'37" E 372.39';

Thence S 89°38'23" E 55.00' to the true point of beginning;

Thence N 0°21'37" E 65.17' along the Right-of-Way line of Menifee Road to the beginning of a curve concave to the East;

Thence North-Easterly a distance of 183.65' along the arc through a central angle of 9°11'23" and having a radius of 1145.00' to a point of non-tangency;

Thence N 52°13'22" E 32.62;

Thence S 82°34'27" E 23.99' to the beginning of a curve concave to the North;

Thence Easterly a distance of 40.85' along the arc through a central angle of 6°54'17" and having a radius of 339.00' to a point of tangency;

Thence S 89°28'44" E 167.01';

Thence S 0°21'37" W 262.18';

Thence N 89°38'23" W 271.92' to the true point of beginning.

Tax Parcel No. 340-040-008-7

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PREMISES**

Being a portion of Parcel 25 of Parcel Map 21838, in the County of Riverside, State of California, as per map recorded in Book 146, Page(s) 1 through 26, inclusive of Parcel Maps, in the Office of the County Recorder of said County and more particularly described as follows:

**Access Easement –**

A strip of land 12.00 feet wide, lying 6.00 feet on each side of the following described centerline:

Commencing at the Northwesterly corner of Parcel 25 described above; thence along the Northerly boundary of said Parcel 25, N 89°54'51" E, 42.80 feet; thence at right angles leaving said Northerly boundary S 00°05'09" E, 107.10 feet to the point of beginning; Thence S 00°24'45" E, 234.33 feet; Thence N 89°41'58" E, 168.52 feet to a point hereinafter referred to as Point "A" and the end of said strip.

**Lease Area –**

Commencing at Point "A" described above; Thence S 00°18'02" E, 6.00 feet to the Point of Beginning; Thence continuing S 00°18'02" E, 17.00 feet; Thence S 89°41'58" W, 30.00 feet; Thence N 00°18'02" W, 17.00 feet; Thence N 89°41'58" E, 30.00 feet to the Point of Beginning.

Containing 510 square feet of land, more or less.

**EXHIBIT "C"**  
**DEPICTION OF THE PREMISES**

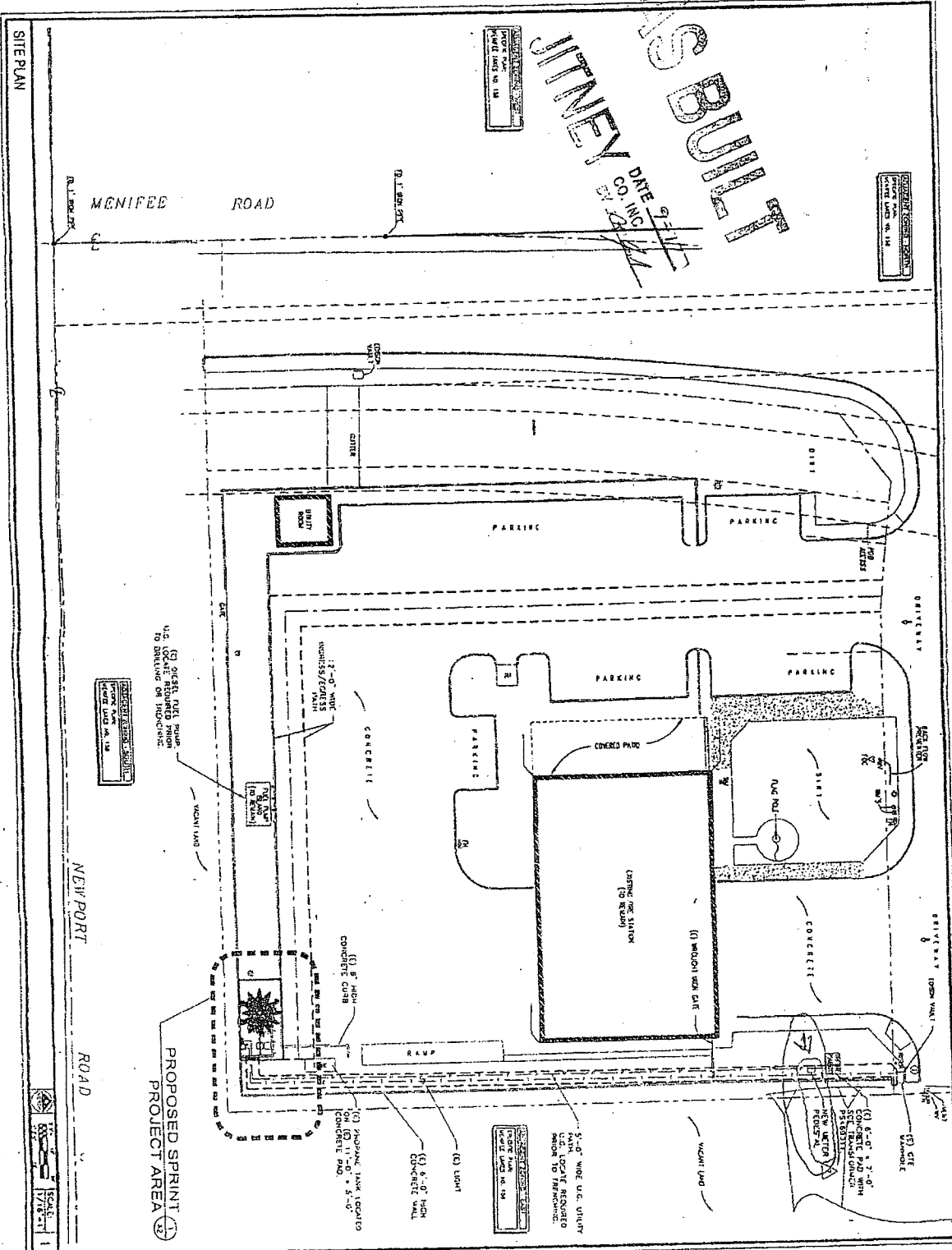
The Premises consist of those areas depicted/shown below where Lessee's communications tower, antennae, equipment, cables and utilities are situated on County's Property.

**See Attached.**



ESTIMATE

**Sprint**  
BUILT BY  
**JOHN J. MITNEY CO. INC.**



Sprint  
3203 Diamond Road  
San Jose, CA 95131  
SANTA CLAY COUNTY

ISSUED FOR CONSTRUCTION  
**MERRILL FIRE STATION**  
RIVINGTON  
3203 Diamond Road  
San Jose, CA 95131  
SANTA CLAY COUNTY  
ISSUE DATE: 04/25/01

DATE	DESCRIPTION	BY
01/27/01	ISSUED FOR CONSTRUCTION	NS
02/20/01	ISSUED FOR CONSTRUCTION	NS
02/27/01	ISSUED FOR CONSTRUCTION	NS
03/07/01	ISSUED FOR CONSTRUCTION	NS
03/11/01	ISSUED FOR CONSTRUCTION	NS
04/18/01	ISSUED FOR CONSTRUCTION	NS
04/25/01	ISSUED FOR CONSTRUCTION	NS

DATE	DESCRIPTION	BY
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02/20/01	ISSUED FOR CONSTRUCTION	NS
02/27/01	ISSUED FOR CONSTRUCTION	NS
03/07/01	ISSUED FOR CONSTRUCTION	NS
03/11/01	ISSUED FOR CONSTRUCTION	NS
04/18/01	ISSUED FOR CONSTRUCTION	NS
04/25/01	ISSUED FOR CONSTRUCTION	NS

**MSA ASSOCIATES**  
4000 North 1st Street  
San Jose, CA 95131  
P: 415.931.1844  
F: 415.931.1844  
San Diego, Calif

CONSULTANT:  
ARCHITECT:  
STRUCTURAL ENGINEER:

SHEET NO: 7  
SCALE: AS SHOWN

**A1**  
7  
R4570

# EXHIBIT 'C'

Underground Service Alert!

Call: TOLL FREE  
1-800  
422-4133

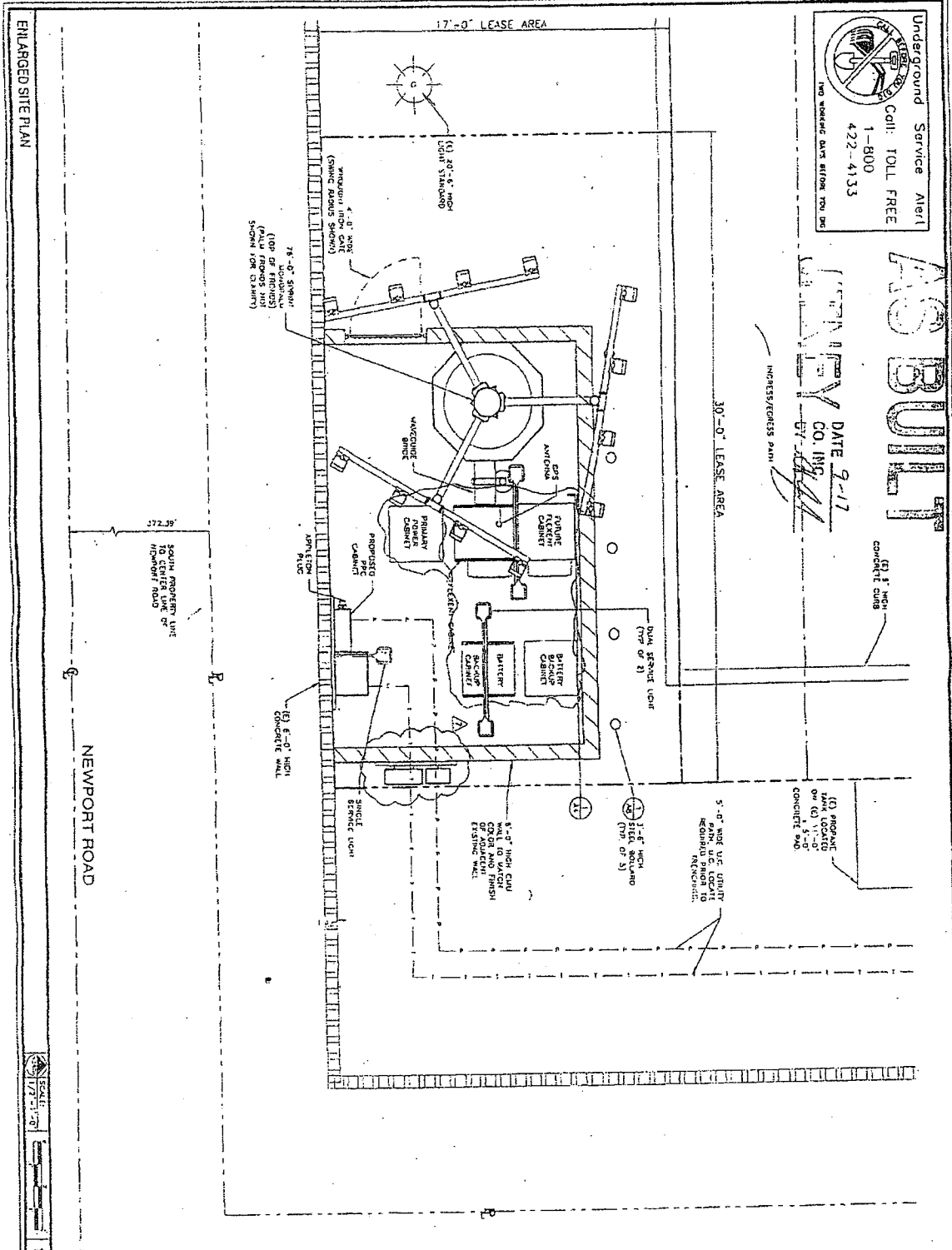
Two Weekend Days Before You Dig

**AS BUILT**

DATE 9-17

BY [Signature]

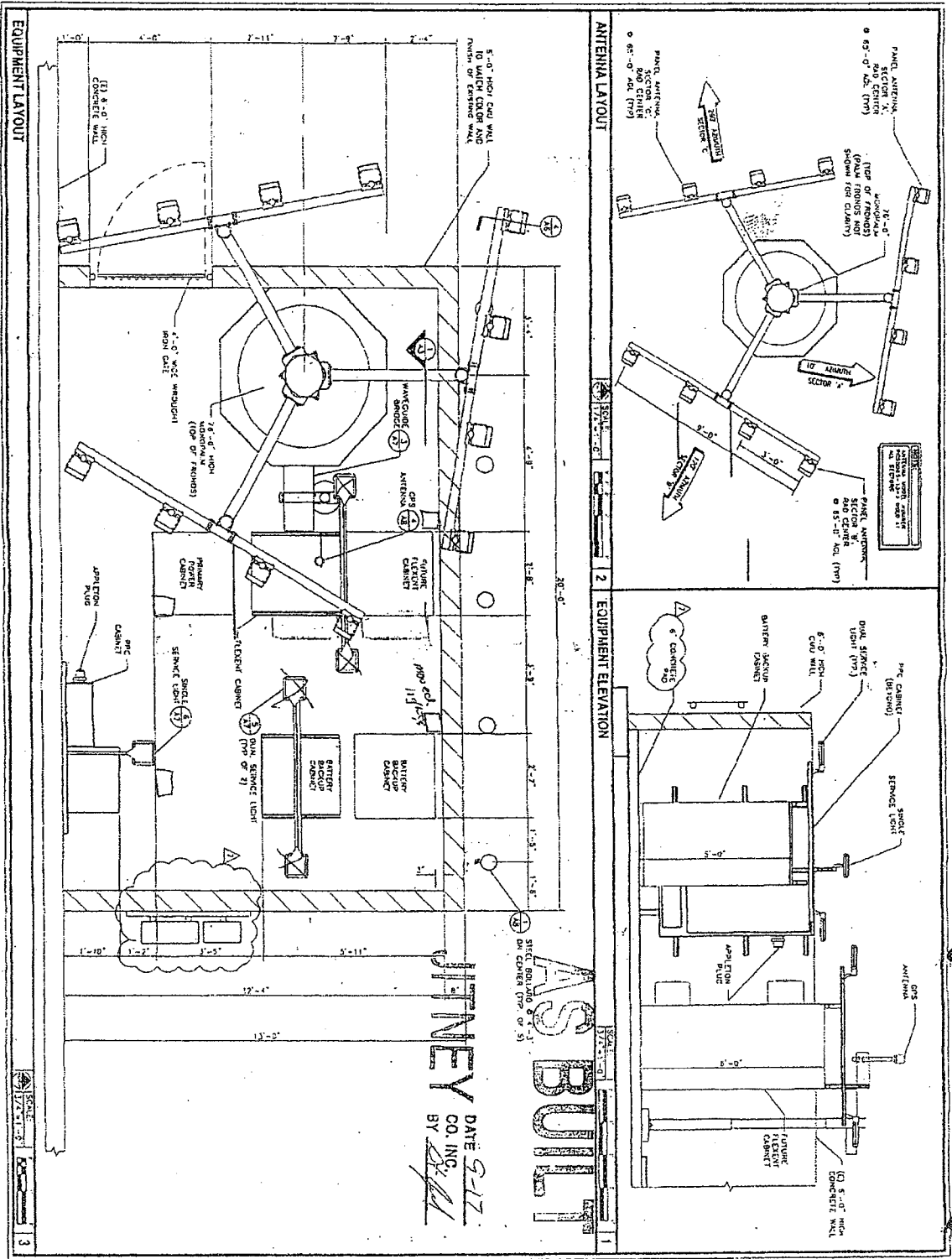
INVEST/REVISED PERM



- (1) 1" HIGH CONCRETE CURB
- (2) PROTECTIVE WALL 1" HIGH CONCRETE
- (3) 5'-0" HIGH CONCRETE WALL
- (4) 5'-0" HIGH CONCRETE WALL
- (5) 5'-0" HIGH CONCRETE WALL
- (6) 5'-0" HIGH CONCRETE WALL
- (7) 5'-0" HIGH CONCRETE WALL
- (8) 5'-0" HIGH CONCRETE WALL
- (9) 5'-0" HIGH CONCRETE WALL
- (10) 5'-0" HIGH CONCRETE WALL
- (11) 5'-0" HIGH CONCRETE WALL
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- (26) 5'-0" HIGH CONCRETE WALL
- (27) 5'-0" HIGH CONCRETE WALL
- (28) 5'-0" HIGH CONCRETE WALL
- (29) 5'-0" HIGH CONCRETE WALL
- (30) 5'-0" HIGH CONCRETE WALL

1400 GUNBOY DRIVE, SUITE 100 ANDERSON, CA 95006	
PROJECT: UNDERGROUND SERVICE ALERT	
MEMBER FIVE STATION FIVE STATION 3005 BUNBURY ROAD ANDERSON, CA	
ISSUED FOR:	04/25/01
CONSTRUCTION:	04/25/01
MSA ASSOCIATES CONSULTANTS	PROJECT: UNDERGROUND SERVICE ALERT 3005 BUNBURY ROAD ANDERSON, CA
ENLARGED SITE PLAN RW5370	A2 7

AS BUILT



DATE 9-17  
 BY JENNEY CO., INC.

AS BUILT

<p>404 SHELBY STREET, SUITE 100          RICHMOND, CA 94804</p>		<p><b>MSA ASSOCIATES</b>          2000 SHELBY STREET, SUITE 100          RICHMOND, CA 94804          TEL: 925-731-1111          FAX: 925-731-1110          WWW.MSA-ASSOCIATES.COM</p>																																																																
<p><b>PROJECT INFORMATION</b></p> <p>404 SHELBY STREET, SUITE 100          RICHMOND, CA 94804</p>		<p><b>CONSTRUCTION</b></p> <p>04/25/01</p>																																																																
<p><b>REVISIONS</b></p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>01/17/01</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>2</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>3</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>4</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>5</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>6</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>7</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>8</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>9</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>10</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>11</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>12</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>13</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>14</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>15</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>16</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>17</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>18</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>19</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>20</td><td>01/22/01</td><td>ISSUED FOR CONSTRUCTION</td></tr> </table>		NO.	DATE	DESCRIPTION	1	01/17/01	ISSUED FOR PERMITS	2	01/22/01	ISSUED FOR CONSTRUCTION	3	01/22/01	ISSUED FOR CONSTRUCTION	4	01/22/01	ISSUED FOR CONSTRUCTION	5	01/22/01	ISSUED FOR CONSTRUCTION	6	01/22/01	ISSUED FOR CONSTRUCTION	7	01/22/01	ISSUED FOR CONSTRUCTION	8	01/22/01	ISSUED FOR CONSTRUCTION	9	01/22/01	ISSUED FOR CONSTRUCTION	10	01/22/01	ISSUED FOR CONSTRUCTION	11	01/22/01	ISSUED FOR CONSTRUCTION	12	01/22/01	ISSUED FOR CONSTRUCTION	13	01/22/01	ISSUED FOR CONSTRUCTION	14	01/22/01	ISSUED FOR CONSTRUCTION	15	01/22/01	ISSUED FOR CONSTRUCTION	16	01/22/01	ISSUED FOR CONSTRUCTION	17	01/22/01	ISSUED FOR CONSTRUCTION	18	01/22/01	ISSUED FOR CONSTRUCTION	19	01/22/01	ISSUED FOR CONSTRUCTION	20	01/22/01	ISSUED FOR CONSTRUCTION	<p><b>GENERAL NOTES</b></p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:</p> <p>2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.</p> <p>3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p>	
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<p><b>SHEET INFORMATION</b></p> <p>EQUIPMENT ELEVATION,          ANTENNA LAYOUT,          EQUIPMENT LAYOUT</p>		<p><b>PROJECT NUMBER</b></p> <p>RA370</p>																																																																

# EXHIBIT "D"

SITE NUMBER: MN002

SITE NAME: Menifee Fire Station #76

TowerCo ID/Name: CA2957/Menifee Fire Station

## COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated 6/30, 2011, is between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") whose address is 3403 Tenth Street, Suite 500, Riverside, CA 92501 and **TowerCo Assets LLC** ("Lessee") whose address is 5000 Valleystone Dr., Cary, NC 27519.

WHEREAS, Lessee is the successor in interest to Cox PCS Assets, LLC under that certain lease for the Premises by and between County of Riverside and COX PCS ASSETS, LLC, as Lessee dated June 27, 2001 ("Prior Lease");

WHEREAS, County and Lessee desire to replace the Prior Lease with the terms and conditions of this Lease, all on the terms set forth below.

NOW THEREFORE, effective upon the Commencement Date, this Lease will amend and restate the Prior Lease by deleting the Prior 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 29950 Menifee Road, Menifee, CA (Assessor's Parcel Number: 340-040-008). Subject to the following terms and conditions, County leases to Lessee that portion of County's property ("Property") legally described in Exhibit "B" and depicted in Exhibit "C", consisting of an area of 510 sq ft), along with easements for ingress and egress and utilities, the ("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.

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-tenant, Sprint PCS Assets LLC, dba Sprint and its affiliates, successors or assigns ("Sprint"). 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 be ten (10) years commencing on July 1, 2011 ("Commencement Date") and shall expire June 30, 2021. Upon the commencement of the term of this Lease, the Prior 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 Seven Hundred Thirty Seven Dollars and 14 Cents (\$2,737.14) ("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. In addition, Lessee shall pay a one-time processing fee of \$3,000.00, payable to County within forty-five (45) days of full execution of this Lease

(b) Beginning on July 1, 2012, 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

SITE NUMBER: MN002  
SITE NAME: Menifee Fire Station #76  
TowerCo ID/Name: CA2957/Menifee Fire Station

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 the Sprint subtenant referenced in Section 2 above.

5. Improvements: Access.

(a) Lessee has the right to construct, maintain, install, repair, replace and operate on the Premises radio 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 the 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 sixty (60) days after an early termination of this Lease. 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 six (6) feet below ground, underground utilities, 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 and subcontractors 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 Lessor. Lessee shall have the right to place utilities on County's Property in order to service the Premises and Lessee's Facilities.

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(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 clean and good condition and in safe operating order. 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.

(b) If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to County, 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.

(c) Lessee shall permit County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that County may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from County, and (c) that County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or owned facilities on or off of the Premises. Nothing herein contained shall imply any duty on the part of County to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. No exercise by County of any rights herein reserved shall entitle Lessee to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby, unless the damage is caused by County's or its employees', agents', or contractors' negligence or misconduct. County will provide Lessee at least twenty four (24) hours prior written notice prior to any entry onto the Premises, except in cases of emergency.

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 Prior 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

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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 that will subject to property taxation, and further agrees to pay any such obligation during the Term. The Land is, and shall remain, tax exempt so long as County of Riverside remains the owner of the Land.

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 one hundred twenty (120) 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 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 a condemning authority takes all or a portion of County's Property, which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then Lessee may terminate this Lease as of the date when possession is delivered to the condemning authority.

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.

(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

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shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(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. Policy shall name 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 as Additional Insureds. 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. Policy shall name 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 as Additional Insureds.

(d) Professional Liability Insurance: Lessee shall maintain Professional Liability Insurance providing coverage for the Lessee's performance of work included within this Lease, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Lessee's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Lease and Lessee shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Lease; or 3) demonstrate through Certificates of Insurance that Lessee has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Lease.

(e) General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to 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's 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's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such 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) Upon written request from the County, Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of insurance and certified copies of Endorsements effecting coverage as required herein, and 2) if requested to do so in writing by the County Risk Manager, provide Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) will endeavor to provide thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a



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material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of insurance, copies of endorsements or certified copies of policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance as required herein is in full force and effect. Notwithstanding the foregoing, this Lease shall not terminate in the event of a material modification, cancellation, expiration, or reduction in coverage if Lessor is provided with the foregoing Certificate of Insurance, copies of endorsements and/or certified policies, not later than fifteen (15) business days following receipt of notice from Lessor requesting same. Lessee shall not commence operations until the County has been furnished Certificate (s) of Insurance and certified copies of endorsements and if requested, certified policies of insurance including all endorsements and any 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 original endorsements for each policy and the Certificate of Insurance.

4) 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.

5) 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 the County reserves the right to adjust the types of insurance required under this Lease and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

6) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

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

8) Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of 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, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

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14. Title and Quiet Enjoyment.

(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. Lessee shall defend, indemnify and hold harmless County, and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause arising from any act or omission of Lessee, its employees, agents, or any subcontractors, agents or representatives of Lessee, or Lessee's obligations contemplated by this agreement, to or in any way connected with the Lessee's use of the Premises except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the negligence, willful misconduct or acts of County, or its officers, employees, agents, or representatives. Such indemnification shall include all costs and attorneys fees.

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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. Miscellaneous.

Notices shall be in writing and shall be delivered to:

Lessee:

TowerCo  
5000 Valleystone Dr.  
Cary, NC 27519  
Attention: Property Management  
TowerCo Site ID#: CA2957

County:

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
RE: MN002 Fire Station #76

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.

(a) Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

(b) This Lease shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

In accordance with the terms of Section 6(c), County shall have, at any time during normal business hours; the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this lease.

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.

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.

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.

Upon request either party may require that a Memorandum of Lease be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms. Lessee reserves the right to survey the Property and/or the Premises, and said survey of the Property or Premises will then become Exhibit B-1, which will be attached hereto and made a part hereof, and will control in the event of discrepancies between Exhibit B-1 and Exhibit "A", Exhibit "B", and or Exhibit "C". Lessor agrees to execute an Amended Memorandum of Lease in recordable form containing the new legal descriptions of the Property or Premises if so requested by Tenant.

This Lease constitutes the entire Lease between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no

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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.


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.

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

Date: 6/30/2011

LESSOR:

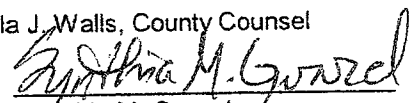
COUNTY OF RIVERSIDE, a political subdivision

By:   
Name: Robert Field  
Title: Assistant County Executive Officer/EDA

County of Riverside Tax ID#: 95-6000930

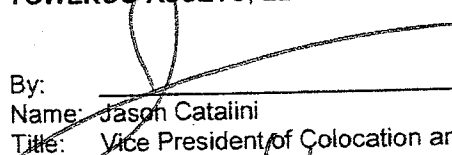
APPROVED AS TO FORM:

Pamela J. Walls, County Counsel

By:   
Name: Cynthia M. Gunzel  
Title: Deputy County Counsel

LESSEE:

TOWERCO ASSETS, LLC

By:   
Name: Jason Catalini  
Title: Vice President of Colocation and Real Estate

Date: 5/5/11

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EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY'S PROPERTY

Being a portion of Parcel 25 of Parcel Map 21838, as recorded in Book 146, Pages 1-26 of Parcel Maps, records of Riverside County.

Described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road;

Thence along the centerline of Menifee Road N 0°21'37" E 372.39';

Thence S 89°38'23" E 55.00' to the true point of beginning;

Thence N 0°21'37" E 65.17' along the Right-of-Way line of Menifee Road to the beginning of a curve concave to the East;

Thence North-Easterly a distance of 183.65' along the arc through a central angle of 9°11'23" and having a radius of 1145.00' to a point of non-tangency;

Thence N 52°13'22" E 32.62;

Thence S 82°34'27" E 23.99' to the beginning of a curve concave to the North;

Thence Easterly a distance of 40.85' along the arc through a central angle of 6°54'17" and having a radius of 339.00' to a point of tangency;

Thence S 89°28'44" E 167.01';

Thence S 0°21'37" W 262.18';

Thence N 89°38'23" W 271.92' to the true point of beginning.

Tax Parcel No. 340-040-008-7

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**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PREMISES**

Being a portion of Parcel 25 of Parcel Map 21838, in the County of Riverside, State of California, as per map recorded in Book 146, Page(s) 1 through 26, inclusive of Parcel Maps, in the Office of the County Recorder of said County and more particularly described as follows:

**Access Easement -**

A strip of land 12.00 feet wide, lying 6.00 feet on each side of the following described centerline:

Commencing at the Northwesterly corner of Parcel 25 described above; thence along the Northerly boundary of said Parcel 25, N 89°54'51" E, 42.80 feet; thence at right angles leaving said Northerly boundary S 00°05'09" E, 107.10 feet to the point of beginning; Thence S 00°24'45" E, 234.33 feet; Thence N 89°41'58" E, 168.52 feet to a point hereinafter referred to as Point "A" and the end of said strip.

**Lease Area -**

Commencing at Point "A" described above; Thence S 00°18'02" E, 6.00 feet to the Point of Beginning; Thence continuing S 00°18'02" E, 17.00 feet; Thence S 89°41'58" W, 30.00 feet; Thence N 00°18'02" W, 17.00 feet; Thence N 89°41'58" E, 30.00 feet to the Point of Beginning.

Containing 510 square feet of land, more or less.

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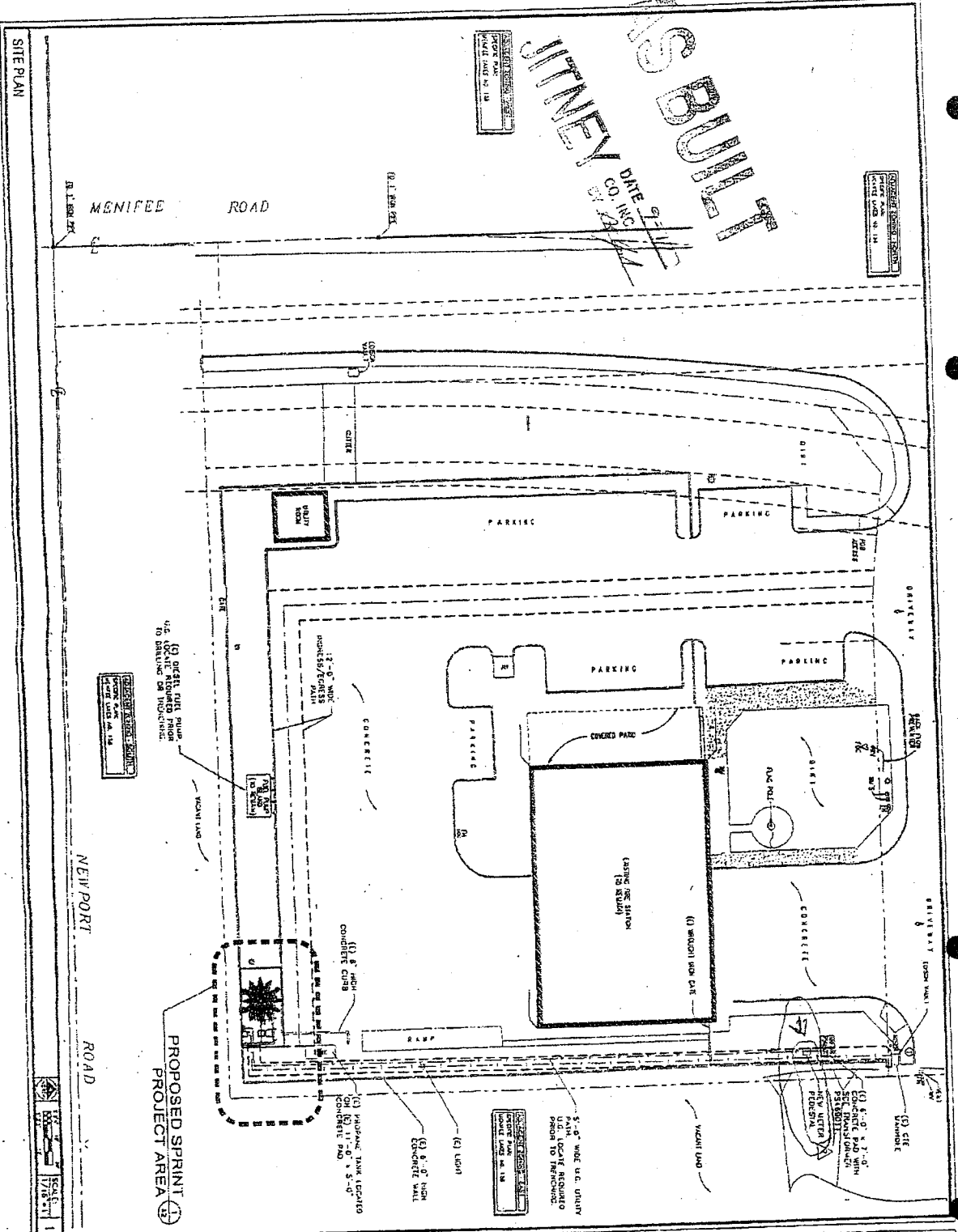
**EXHIBIT "C"**  
**DEPICTION OF THE PREMISES**

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.**

ESTIMATE

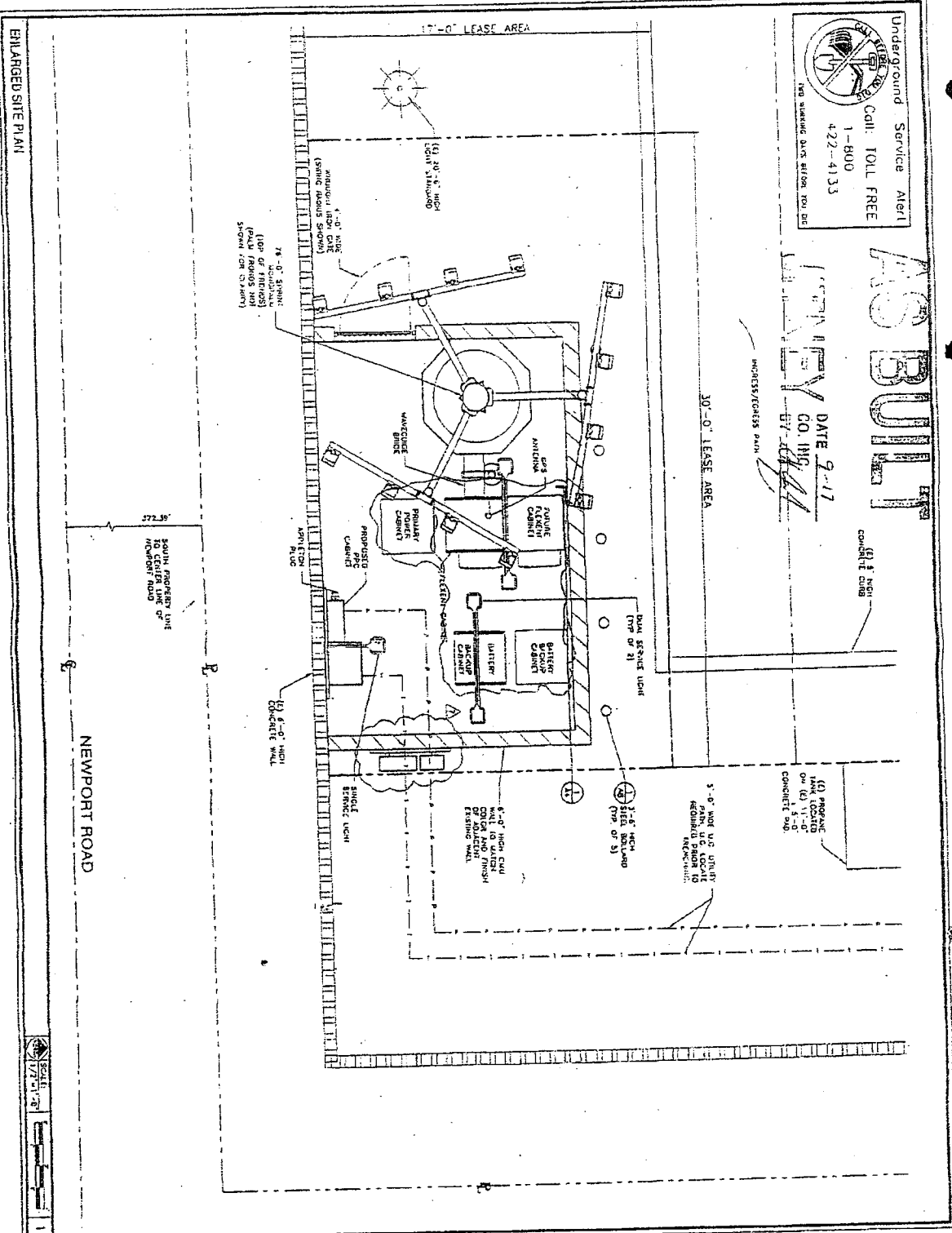
**SPRINT**  
**JIMNEY'S BUILD**  
 DATE 04/25/01  
 CO. INC.



<p><b>Sprint</b>          Sprint PCS          100 Capitol Mall, Suite 100          Redwood City, CA 94063</p>		<p><b>MENIFEE FIRE STATION</b>  <b>PROJECT</b>          2025 Dundas Road          San Jose, CA 95128          SAN JOSE COUNTY</p>																																																																																																																																																																																																																																																																																																																																																																																																																					
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# EXHIBIT "C"



Underground Service Alert  
 Call: TOLL FREE  
 1-800-422-4133  
 HAS SIGNAGE BUT NOT AT THIS LOCATION

## AS BULLY

DATE: 9-17  
 WETNAM VETERANS CO. INC.  
 BY: [Signature]

461 Grand Point, Suite 100  
 Redwood City, CA 94063

**WENTZ FIRE STATION**  
**PAVING**  
 2405 DUNDON ROAD  
 SAN CAY, CA 95381  
 REDWOOD COUNTY

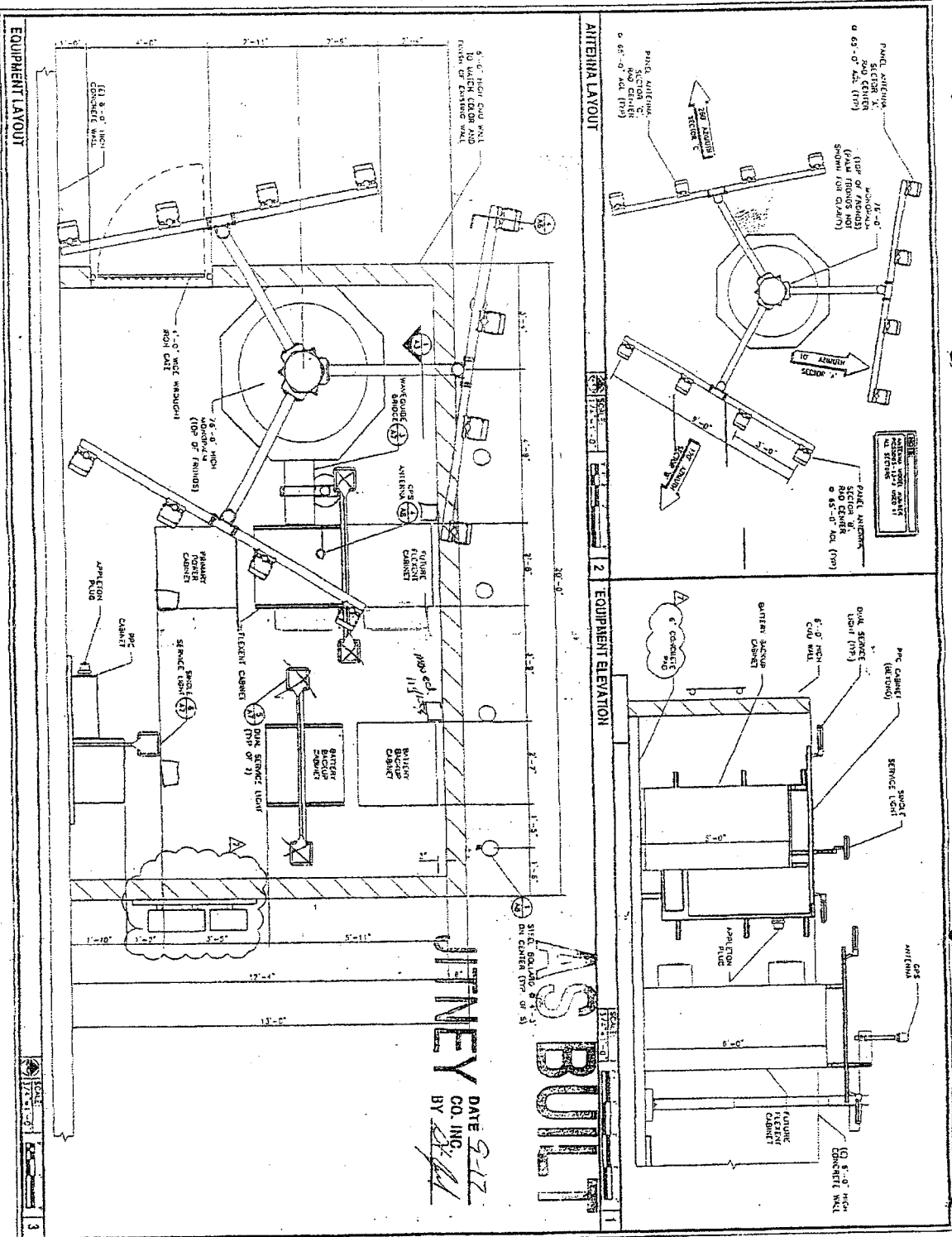
**CONSTRUCTION**  
 04/25/01

ISSUED FOR  
 01/24/01 ISSUED FOR  
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 02/27/01 ISSUED FOR  
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**MSA ASSOCIATES**  
 CONSULTANTS  
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 415...  
 415...  
 415...

**A2** 7  
 RW/STB

20' 10"



**AS BUTT**  
 DATE 9-11-11  
 JENNEY CO. INC. BY [Signature]

<p>1433 QUINN DRIVE, SUITE 100          LAWRENCE, KS 66044</p>	
<p><b>MAINTENANCE STATION</b>          HYDROBOND          2103 QUINN DRIVE          LAWRENCE, KS 66044</p>	
<p>CURRENT ISSUE DATE:  <b>04/25/01</b></p>	
<p>ISSUED FOR:  <b>CONSTRUCTION</b></p>	
<p>DATE PREPARED BY:  <b>TMSA ASSOCIATES</b>          908 25th St. Suite 101          Lawrence, KS 66044          P: 785-842-1111          F: 785-842-1114</p>	
<p>DESIGN BY:  <b>JENNEY CO. INC.</b>          1000 W. 17th St.          Lawrence, KS 66044          P: 785-842-1111          F: 785-842-1114</p>	
<p>SHEET TITLE:  <b>EQUIPMENT ELEVATION,          ANTENNA LAYOUT,          EQUIPMENT LAYOUT</b></p>	
<p><b>A3</b> 7          RVS10</p>	

DOC # 2014-0169685

05/09/2014 08:00A Fee:24.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Prepared by, Record and Return to:  
J. Coleman Prewitt, Esq  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487  
561.226.9365  
Site ID: CA45912-A

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**MEMORANDUM OF ASSIGNMENT**

THIS MEMORANDUM OF ASSIGNMENT ("Memorandum") is made and entered into as of the date written below and effective as of April 18, 2013, ("Effective Date") by and between SBA 2012 TC ASSETS, LLC, f/k/a TOWERCO ASSETS LLC, a Delaware limited liability company ("Assignor") and SBA STEEL LLC, a Florida limited liability company ("Assignee").

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026

WITNESSETH:

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement ("Master Assignment") Assignor assigned to Assignee all its interest in, among other things, the agreement(s) described on Exhibit B-1 (the "Assigned Agreements") encumbering the real property described on Exhibit B-2, both attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Master Assignment, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

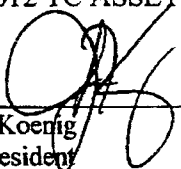
1. Assignment and Assumption. Pursuant to the Master Assignment, as of the Effective Date, Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Interests. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Interests arising after the Effective Date.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the Master Assignment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on Exhibit B-1 attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the Assigned Interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed pursuant to due and property authority as of the date indicated below.

**ASSIGNOR:**

SBA 2012 TC ASSETS, LLC (f/k/a TOWERCO ASSETS LLC)

By:   
Joshua Koenig  
Vice President

STATE OF FLORIDA            )  
  ) ss.:  
COUNTY OF PALM BEACH    )

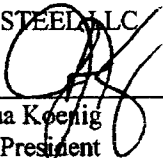
On the 18th day of April in the year 2013 before me, Denese McAlister-Ott, Notary Public, personally appeared Joshua Koenig, Vice President, who proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

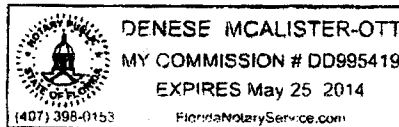
I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct.

Witness my hand and official Seal

  
Notary Public

**ASSIGNEE:**

SBA STEEL LLC  
By:   
Joshua Koenig  
Vice President



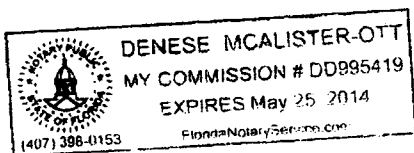
STATE OF FLORIDA            )  
  ) ss.:  
COUNTY OF PALM BEACH    )

On the 18th day of April in the year 2013 before me, Denese McAlister-Ott, Notary Public, personally appeared Joshua Koenig, Vice President, who proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct.

Witness my hand and official Seal

  
Notary Public



Schedule B-1

Description of the Mortgaged Lease(s)

PCS Site Agreement dated June 27, 2001, by and between County of Riverside, a political subdivision of the State of California, as lessor, and Cox PCS Assets, LLC, a Delaware limited liability company, as lessee.

As assigned and evidenced by an Assignment and Assumption of Lease, dated as of September 23, 2008, by Sprint PCS Assets, LLC, a Delaware limited liability company, Sprint Telephony PCS, LP, a Delaware limited partnership, PCS Leasing Company, LP, a Delaware limited partnership, a successor in interest to Cox PCS Assets, LLC, as assignor, to TowerCo Assets, LLC, a Delaware limited liability company, as assignee, as evidenced and recorded in the Riverside County, California Official Records on December 15, 2008, as Document No. 2008-0654932, as may have been, or may hereafter be assigned or amended.

As further evidenced by that certain Memorandum of Agreement, dated November 17, 2009, by and between County of Riverside, as lessor, and TowerCo Assets, LLC, a Delaware limited liability company, as lessee, and recorded in the Riverside County, California Official Records on December 3, 2009, as Document No. 2009-0624783.

TowerCo Assets, LLC, a Delaware limited liability company has changed its name to SBA 2012 TC Assets, LLC, a Delaware limited liability company.

Schedule B-2

Leasehold Interest

Leasing a Portion of the Property herein described as follows:

Property located in Riverside, CA

A Leasehold Estate, said leasehold being a portion of the following described parent parcel:

Being a portion of Parcel 25 of Parcel Map 21838, as recorded in Book 146, Pages 1-26 of Parcel Maps, records of Riverside County.

Described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road;

Thence along the centerline of Menifee Road N 0°21'37" E 372.39';

Thence S 89°38'23" E 55.00' to the true point of beginning;

Thence N 0°21'37" E 65.17' along the Right-of-Way line of Menifee Road to the beginning of a curve concave to the East;

Thence North-Easterly a distance of 183.65' along the arc through a central angle of 9°11'23" and having a radius of 1145.00' to a point of non-tangency;

Thence N 52°13'22" E 32.62;

Thence S 82°34'27" E 23.99' to the beginning of a curve concave to the North;

Thence Easterly a distance of 40.85' along the arc through a central angle of 6°54'17" and having a radius of 339.00' to a point of tangency;

Thence S 89°28'44" E 167.01';

Thence S 0°21'37" W 262.18';

Thence N 89°38'23" W 271.92' to the true point of beginning.

Contains 1.614 acres.

Tax Parcel No. 340-040-008-7

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**FIRST AMENDMENT TO  
COMMUNICATION SITE LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT** ("First Amendment"), dated as of July 12, 2016, is entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("County"), and **SBA STEEL LLC**, a Florida limited liability company, herein called ("Lessee"), (collectively, the "Parties"), to use the property described below upon the following terms and conditions:

**RECITALS**

A. WHEREAS, County and Cox PCS Assets, LLC, a Delaware limited liability company ("Sprint/Nextel") entered into that certain ground lease dated June 27, 2001, for the premises located at 29950 Menifee Road, Menifee, CA (Assessor's Parcel Number: 340-040-008) for the purpose of maintaining and operating facilities for electronic communication equipment on County owned premises ("Prior Lease"); and

B. WHEREAS, Sprint/Nextel assigned all of its right, title and interest in, to and under the Prior Lease to Sprint Telephony PCS, L.P., a Delaware limited partnership ("Sprint Telephony"), by that certain Assignment and Assumption of Ground Lease dated September 23, 2008 and recorded as Doc# 2008-0610708 among official records of the County of Riverside, State of California; and

C. WHEREAS, Sprint Telephony was acquired by and merged into TowerCo Assets LLC, a Delaware limited liability company ("TowerCo"), and whereby a Memorandum of Agreement recorded December 3, 2009, as Document #2009-0624783 made TowerCo the successor and interest to the Prior Lease; and

D. WHEREAS, County and TowerCo entered into a New Lease Agreement dated June 30, 2011, effective as of July 1, 2011 for an initial ten year term ("Lease");

E. WHEREAS, TowerCo legally changed its name to SBA 2012 TC Assets, LLC, a Delaware limited liability company; and

JUL 12 2016 39

1 F. WHEREAS, a Memorandum of Assignment , recorded May 9, 2014, as  
2 Document #2014-0169685, Official Records of Riverside County, California assigned  
3 all rights and interest to SBA STEEL LLC, a Florida limited liability company, as the  
4 current Lessee; and

5 G. WHEREAS, County and Lessee propose to amend and restate the term  
6 of the Agreement as set forth below; and

7 NOW, THEREFORE, by mutual agreement of the Parties and in consideration  
8 of the mutual promises, rights and obligations hereinafter set forth, the Agreement is  
9 hereby amended as follows:

10 **1. Defined Terms.** Any capitalized terms used in this First Amendment that are  
11 not defined herein shall have the meanings given those terms in the Lease.

12 **2. Term of Agreement.** Paragraph 3 is hereby amended. Parties hereby  
13 acknowledge and agree that the Term of the Lease shall be extended from the  
14 expiration thereof, June 30, 2021, for a period of ten years expiring June 30, 2031.  
15 Additionally, Lessee is hereby granted one (1) option to extend this Lease for ten (10)  
16 additional years (a "Renewal Term") from the conclusion of the amended term on June  
17 30, 2031 upon the same terms and conditions contained on the Lease and at the same  
18 rate of increase. The Renewal Term shall commence automatically, unless Lessee  
19 gives written notice of its election to not extend the term of no less than one hundred  
20 twenty (120) days prior to the expiration of the then current term.

21 **3. Further Cooperation.** The Parties agree to execute such other instruments,  
22 agreements and amendments to documents as may be necessary or appropriate to  
23 effectuate the Lease as amended by this First Amendment.

24 **4. Interpretation.** This First Amendment, when combined with the Lease, sets  
25 forth and contains the entire understanding and agreement of the Parties hereto and  
26 correctly sets forth the rights, duties and obligations of each to the other as of this date.

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1       **5. Waivers; Amendments.** All waivers of the provisions of this First Amendment  
2 and all amendments hereto must be in writing and signed by the appropriate authorities  
3 of County and Lessee.

4       **6. Effectiveness of License Agreement; First Amendment to Prevail.** Except  
5 as modified and amended by this First Amendment all other terms and conditions of  
6 the Lease remain unmodified and in full force and effect. The provisions of this First  
7 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease.

8       **7. Severability.** If any term or provision of this First Amendment shall be held by a  
9 court of competent jurisdiction to be invalid or unenforceable, the remainder of this First  
10 Amendment shall not be affected thereby and each other term and provision of this  
11 First Amendment shall be valid and enforceable to the fullest extent permitted by law.

12       **8. Effective Date.** The effective date of this First Amendment is the date the  
13 Parties execute this First Amendment. If the Parties execute this First Amendment on  
14 more than one date, then the last date this First Amendment is executed by a party  
15 shall be the Effective Date.

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[Signatures on Following Page]

[Remainder of Page Intentionally Blank]

1 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of  
2 the dates written below.

3  
4 COUNTY: LESSEE:  
5 COUNTY OF RIVERSIDE, a political SBA STEEL LLC  
6 a subdivision of the State of California a Florida limited liability company

7  
8 By: John J. Benoit By: [Signature]  
9 John J. Benoit, Chairman  
Board of Supervisors

10 Dated: JUL 12 2016 Dated: 5/12/16

11  
12 ATTEST:  
13 Kecia Harper-Ihem  
14 Clerk of the Board  
15 By: Karen Payton, Deputy

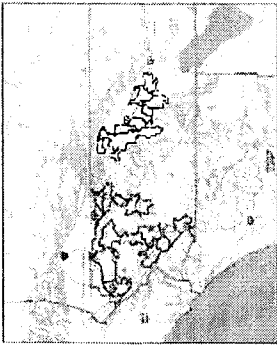
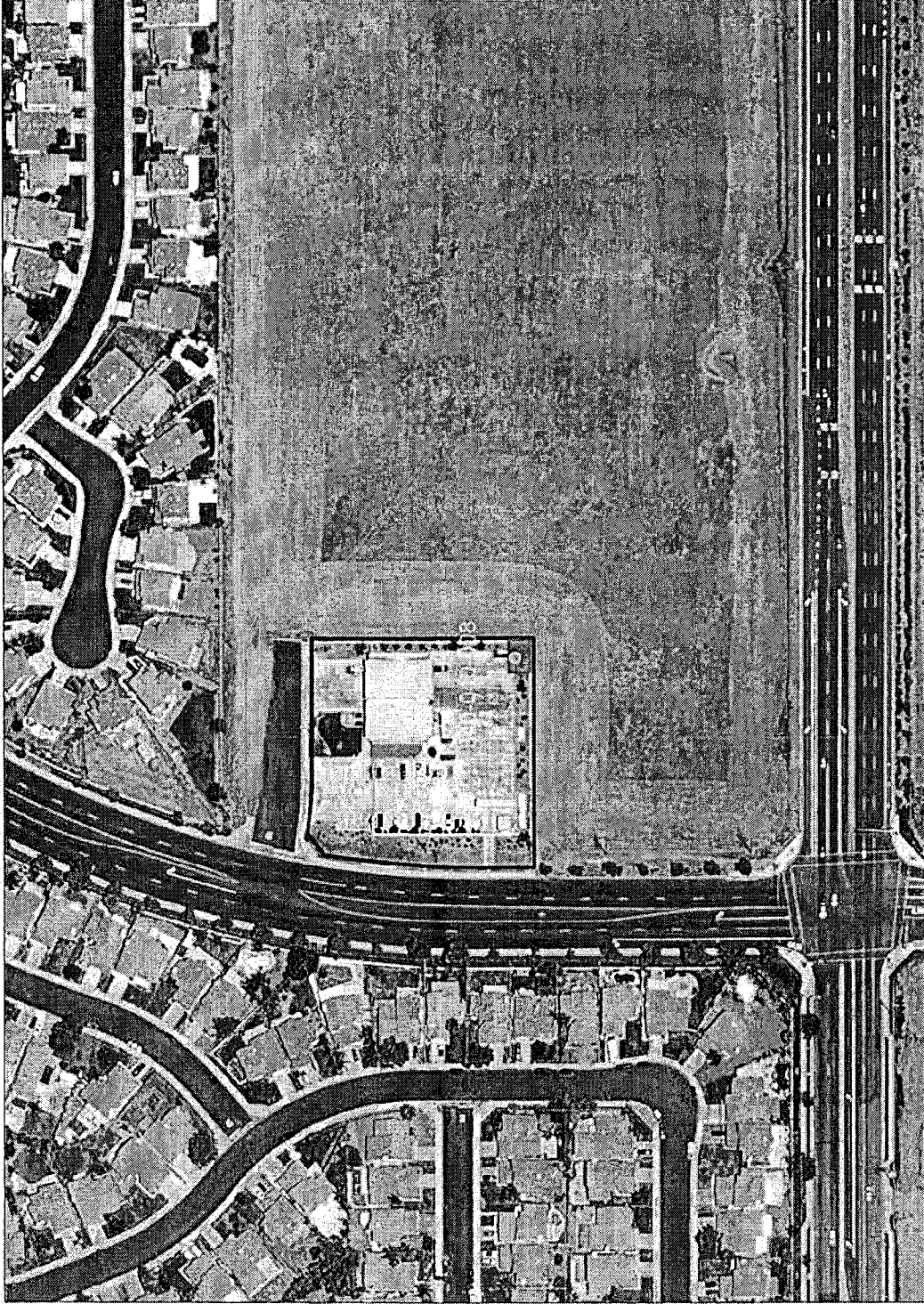
16  
17 APPROVED AS TO FORM:  
18 Gregory P. Priamos,  
19 County Counsel  
20  
21 By: [Signature]  
22 R. Todd Frahm  
Deputy County Counsel

EACH DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND  
CORRECT COPY OF THE ORIGINAL ON FILE AND OF  
RECORD IN MY OFFICE  
Dated: August 25, 2016  
KECIA HARPER-IHEM  
Clerk to the Board of Supervisors  
County of Riverside, California  
By: [Signature], Deputy

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27 JR:ra/020216/MN002/18.085 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.085.doc  
28

# First Amendment to Communications Site Lease Agreement – SBA

29950 Diamond Road, Menifee, California 92584



Legend



0 222

443 Feet



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 5/16/2016 4:05:06 PM

© Riverside County RCIT GIS

**Notes**

APN: 340-040-008

2016-0413109

09/22/2016 11:11 AM Fee: \$ 37.00

Page 1 of 5

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



Prepared by: Karen Mello  
After recording return to: Leysi Quincoses  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Ph: 1-800-487-7483 ext. 7795

466

Parcel ID: 340-040-008-7

**MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS  
SITE LEASE AGREEMENT**

**THIS MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT** ("Memorandum") is executed this 30 day of August, 2016, by and between **COUNTY OF RIVERSIDE**, a political subdivision of the state of California, having an address at c/o EDA, 3403 10th Street, Riverside, CA 92501 ("Lessor") and **SBA STEEL LLC**, a Florida limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

**WHEREAS**, Lessor and Cox PCS Assets, LLC, a Delaware limited liability company ("Sprint/Nextel") entered into that certain ground lease dated June 27, 2001, for the premises located at 29950 Menifee Road, Menifee, CA (Assessor's Parcel Number: 340-040-008) for the purpose of maintaining and operating facilities for electronic communication equipment on Lessor owned premises ("Prior Lease"); and

**WHEREAS**, Sprint/Nextel assigned all of its right, title and interest in, to and under the Prior Lease to Sprint Telephony PCS, L.P., a Delaware limited partnership ("Sprint Telephony"), by that certain Assignment and Assumption of Ground Lease dated September 23, 2008 and recorded as Doc# 2008-0610708 among official records of the County of Riverside, State of California; and

00080351 CA45912-A/Menifee Fire Station  
-vi

1

**WHEREAS**, Sprint Telephony was acquired by and merged into TowerCo Assets LLC, a Delaware limited liability company ("TowerCo"), and whereby a Memorandum of Agreement recorded December 3, 2009, as Document #2009-0624783 made TowerCo the successor and interest to the Prior Lease; and

**WHEREAS**, Lessor and TowerCo entered into a new Communications Site Lease Agreement dated June 30, 2011, effective as of July 1, 2011 for an initial ten (10) year term ("Lease");

**WHEREAS**, TowerCo legally changed its name to SBA 2012 TC Assets, LLC, a Delaware limited liability company; and

**WHEREAS**, a Memorandum of Assignment, recorded May 9, 2014, as Document #2014-0169685, Official Records of Riverside County, California assigned all rights and interest to SBA STEEL LLC, a Florida limited liability company, as the current Lessee; and

**WHEREAS**, Lessor and Lessee desire to enter into this Memorandum to give notice of said Amendment and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of [REDACTED] Dollar (\$ [REDACTED]) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

Lessor and Lessee Parties hereby acknowledge and agree that the Term of the Lease shall be extended from the expiration thereof, June 30, 2021, for a period of ten years expiring June 30, 2031. Additionally, Lessee is hereby granted one (1) option to extend this Lease for ten (10) additional years (a "Renewal Term") from the conclusion of the amended term on June 30, 2031 upon the same terms and conditions contained on the Lease and at the same rate of increase. The Renewal Term shall commence automatically, unless Lessee gives written notice of its election to not extend the term of no less than one hundred twenty (120) days prior to the expiration of the then current term.

The sole purpose of this instrument is to give notice of said Amendment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Amendment contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein. Lessee shall have the right to record this Memorandum.

[The remainder of this page is intentionally left blank. Signatures to follow.]

WITNESSES:

Cassandra Connette

Print Name: Cassandra Connette

Cheryl Clacquot

Print Name: Cheryl Clacquot

LESSEE:

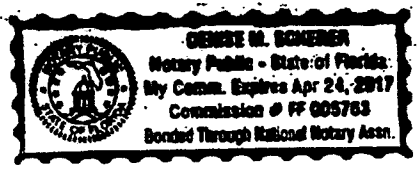
SBA STEEL LLC, a Florida limited liability company

By: Ed Roach

Ed Roach  
Vice President, Associate General Counsel,  
Compliance

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of August, 2016, by Ed Roach, Vice President, Associate General Counsel, Compliance of SBA Steel LLC, a Florida limited liability company, on behalf of the company and who is personally known to me



Denise M. Scherer  
Notary Public

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT 'A'**

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF RIVERSIDE AND THE STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 25 OF PARCEL MAP 21838, AS RECORDED IN BOOK 146, PAGES 1-26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF NEWPORT ROAD WITH MENIFEE ROAD, THENCE ALONG THE CENTERLINE OF MENIFEE ROAD N 0°21'37" E 372.39', THENCE S 89°38'23" E 55.00' TO THE TRUE POINT OF BEGINNING:

THENCE N 0°21'37" E 65.17' ALONG THE RIGHT-OF-WAY LINE OF MENIFEE ROAD TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, THENCE NORTH-EASTERLY A DISTANCE OF 183.65' ALONG THE ARC THROUGH A CENTRAL ANGLE OF 9°11'23" AND HAVING A RADIUS OF 1145.00' TO A POINT OF NON-TANGENCY, THENCE N 52°13'22" E 32.62', THENCE S 82°34'27" E 23.99' TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, THENCE EASTERLY A DISTANCE OF 40.85' ALONG THE ARC THROUGH A CENTRAL ANGLE OF 6°54'17" AND HAVING A RADIUS OF 339.00' TO A POINT OF TANGENCY, THENCE S 89°28'44" E 167.01', THENCE S 0°21'37" W 262.18', THENCE N 89°38'23" W 271.92' TO THE TRUE POINT OF BEGINNING.

Recorded at request of and return to:  
City of Menifec  
29714 Haun Road  
Menifee, CA 92586

FREE RECORDING  
This instrument is for the benefit of the  
County of Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 27383)

CAO:ra/011917/049FR/18.631

Space above this line for recorder's use

APN: 341-060-003  
341-060-004  
Fire Station #5

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereby remises, releases and forever quitclaims to the

**CITY OF MENIFEE, a municipal corporation, its successors and assigns, all grantor's right, title and interest in and to that certain real property situated in the City of Menifee, County of Riverside, State of California, more fully described as:**

See attached Exhibit A, attached hereto and made a part hereof

Dated: March 7, 2017

**GRANTOR:**

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

By: 

Chairman  
Board of Supervisors

JOHN TAVAGLIONE

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

FORM APPROVED COUNTY COUNSEL

BY: 

R. TODD FRAHM

1/19/17  
DATE

MAR 07 2017 3.28



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

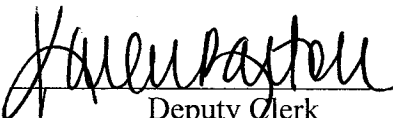
} §

On March 7, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, 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"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All that portion of Section 30, Township 5 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 30; thence North 00° 09' West along the Westerly line thereof, a distance of 608.93 feet; thence North 89° 51' East a distance of 40 feet to a point on the Westerly line of Goetz Road and the point of beginning of the Parcel to be described; thence North 00° 09' West and parallel with the Westerly line of said Section 30 a distance of 213.10 feet; thence North 89° 51' East a distance of 100 feet; thence South 0° 09' East and parallel with Westerly line of Section 30 a distance of 120 feet to a point on the Northwestern line of Goetz Road; thence Southwesterly along the Northwestern line of Goetz Road on a curve concave to the Southeast having a radius of 330 feet, through an angle of 23° 53' 40" an arc length of 137.62 feet to the point of beginning.

Apn: 341-060-004-2

Parcel 2:

That portion of Government Lot 2 in the Southwest quarter of Section 30, Township 5 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 30; thence North 00° 09' West along the Westerly line thereof, a distance of 608.93 feet; thence North 89° 51' East a distance of 40 feet to a point on the Westerly line of Goetz Road; thence North 00° 09' West and parallel with the Westerly line of said Section 30 a distance of 213.10 feet to the true point of beginning; thence continuing North 00° 09' West and parallel with the Westerly line of Section 30 a distance of 40 feet; thence North 89° 51' East 100 feet; thence South 00° 09' East and parallel with the Westerly line of said Section 30 a distance of 40 feet to a point that bears 89° 51' East from the true point of beginning; thence South 89° 51' West 100 feet to the true point of beginning.

Apn: 341-060-003-1

Recorded at request of and return to:  
City of Menifee  
29714 Haun Road  
Menifee, CA 92586

FREE RECORDING  
This instrument is for the benefit of the  
County of Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 27383)

CAO:ra/011917/049FR/18.632

Space above this line for recorder's use

APN: 335-202-002 (portion)  
Fire Station #7

# QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereby remises, releases and forever quitclaims to the

**CITY OF MENIFEE, a municipal corporation**, its successors and assigns, all  
grantor's right, title and interest in and to that certain real property situated in the  
City of Menifee, County of Riverside, State of California, more fully described as:

See attached Exhibit A, attached hereto and made a part hereof

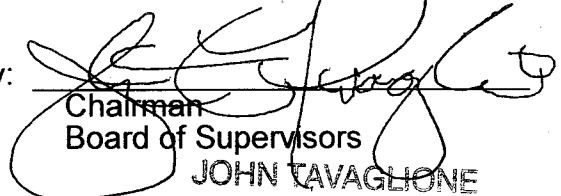
Dated:

March 7, 2017

GRANTOR:

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

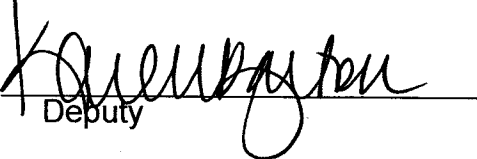
By:

  
Chairman  
Board of Supervisors  
JOHN CAVAGLIONE

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By:

  
Deputy

FORM APPROVED COUNTY COUNSEL

BY:

R. TODD FRAHM

1/19/17  
DATE

MAR 07 2017 3.28

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.

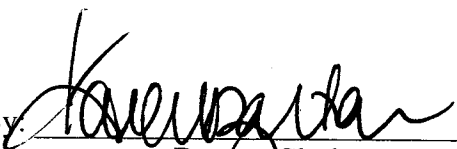
STATE OF CALIFORNIA }  
 } §  
COUNTY OF RIVERSIDE }

On March 7, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, 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"

### Bradley Road Fire Station #7 Legal Description

#### Parcel A

In the City of Menifee, County of Riverside, State of California, being that portion of the land described in the Deed recorded December 23, 1969 as Instrument No. 130754 of Official Records of said county. Lying within Section 21, Township 5 South, Range 3 West, San Bernardino Meridian, described as follows:

All that portion of said land lying westerly of the following described line:

**Commencing** at the southeasterly corner of said land;

**Thence** South  $86^{\circ} 32' 05''$  West, 88.16 feet along the southerly line of said land to the Point of Beginning;

**Thence** North  $11^{\circ} 41' 47''$  West, 50.00 feet to Point A;

**Thence** continuing North  $11^{\circ} 41' 47''$  West, 168.32 feet to the northerly line of said land and the **Point of Terminus**. Said course bearing North  $11^{\circ} 41' 47''$  West is herein designated as "Course A".

Containing 0.94 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part thereof.

Reserving therefrom a non-exclusive access easement being a strip of land 12.00 feet wide, the centerline of which is described as follows:

**Beginning** at the herein above described Point A;

**Thence** South  $76^{\circ} 51' 53''$  West, 35.55 feet;

**Thence** North  $11^{\circ} 55' 51''$  West, 127.84 feet;

**Thence** North  $56^{\circ} 46' 00''$  West, 22.77 feet;

**Thence** North  $11^{\circ} 46' 00''$  West, 25.00 feet to the northerly line of said land and the **Point of Terminus**;

The sidelines of said strip are to be prolonged or shortened as to terminate easterly on the herein above described "Course A", and northerly on the northerly line of said land.



  
JAMES R. McNEILL

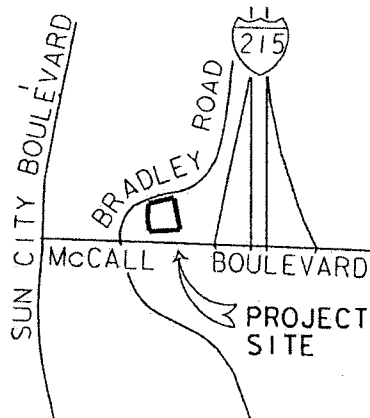
Land Surveyor No. 7752  
Signed on Behalf of:  
County of Riverside  
Economic Development Agency

Date: 11-8-16

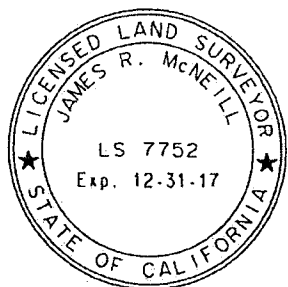
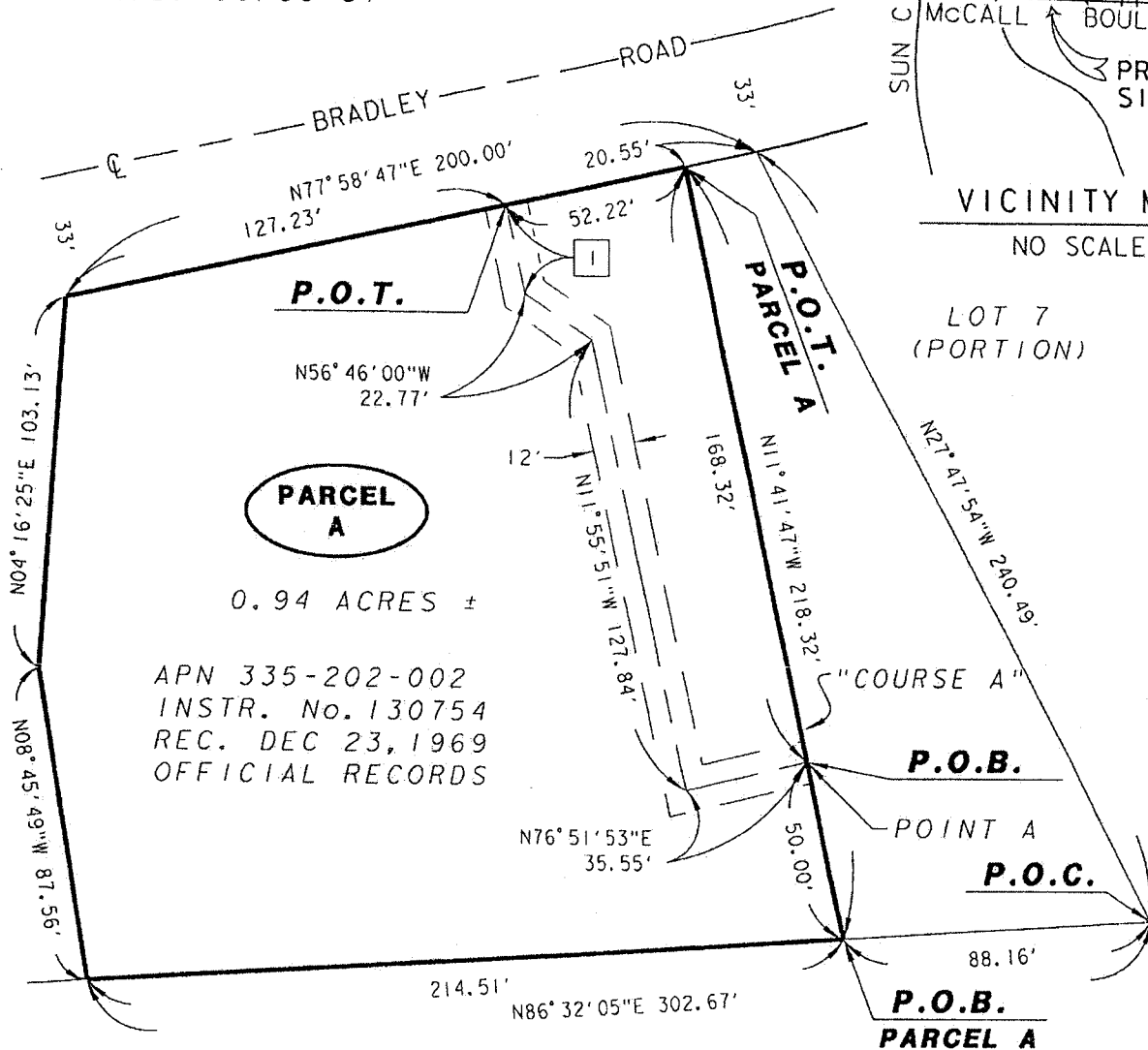
# EXHIBIT "B"

## BRADLEY ROAD FIRE STATION #7 PARCEL A

M. B. 56/80-81



VICINITY MAP  
NO SCALE



*[Signature]*  
JAMES R. McNEILL  
LAND SURVEYOR No. 7752  
SIGNED ON BEHALF OF:  
COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT  
AGENCY  
DATE: 11-8-16

LINE DATA		
	BEARING	DISTANCE
1	N11°46'00"W	25.00'

SEC. 21, T. 5S., R. 3W. S. B. M.

### COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

3403 10TH STREET, SUITE 400, RIVERSIDE, CA. 92501

PROJECT NAME: BRADLEY ROAD FIRE STATION #7 PLAT				
PARCEL A	SCALE: 1" = 50'	PREPARED BY: DAB	DATE: OCT-17-2016	SHEET NO. 1 OF 1

Recorded at request of and return to:  
City of Menifee  
29714 Haun Road  
Menifee, CA 92586

FREE RECORDING  
This instrument is for the benefit of the  
County of Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 27383)

CAO:ra/011917/049FR/18.629

Space above this line for recorder's use

APN: 360-290-016 (portion)  
Fire Station #68

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereby remises, releases and forever quitclaims to the

**CITY OF MENIFEE, a municipal corporation**, its successors and assigns, all  
grantor's right, title and interest in and to that certain real property situated in the  
City of Menifee, County of Riverside, State of California, more fully described as:

See attached Exhibit A, attached hereto and made a part hereof

Dated:

March 7, 2017

GRANTOR:

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

By:

  
Chairman  
Board of Supervisors

JOHN TAVAGLIONE

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By:

  
Deputy

FORM APPROVED COUNTY COUNSEL

BY:

  
R. TODD FRAHM

11/19/17  
DATE

MAR 07-2017 3.28



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.

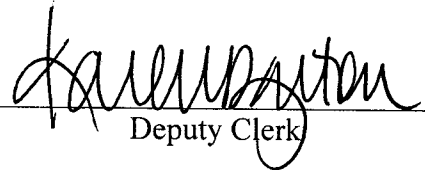
STATE OF CALIFORNIA }  
 } §  
COUNTY OF RIVERSIDE }

On March 7, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, 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"

### Wickerd Road Fire Station #68 Legal Description

#### Parcel A

In the City of Menifee, County of Riverside, State of California, being that portion of Parcel 4, Parcel Map No: 13328, filed in Book 77, Page 3 of Parcel Maps, records of said county. Lying within Section 16, Township 6 South, Range 3 West, San Bernardino Meridian, described as follows:

All that portion of said land lying southerly and easterly of the following described line:

**Beginning** at the intersection of the westerly line of said Parcel 4 and the westerly prolongation of the southerly line of the land described as "County Premises, Menifee Land and Access Easement Legal Description" within the Facilities Sublease recorded December 9, 2009 as Document No. 2009-0633170 of Official Records of said county;

**Thence** South 89° 38' 34" East, 139.19 feet along said prolongation;

**Thence** North 09° 42' 24" East, 75.12 feet;

**Thence** North 11° 12' 54" East, 22.23 feet;

**Thence** North 27° 46' 59" East, 6.89 feet;

**Thence** North 31° 35' 18" East, 29.66 feet to the northerly line of said Parcel 4 and the **Point of Terminus**.

Containing 1.36 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part thereof.

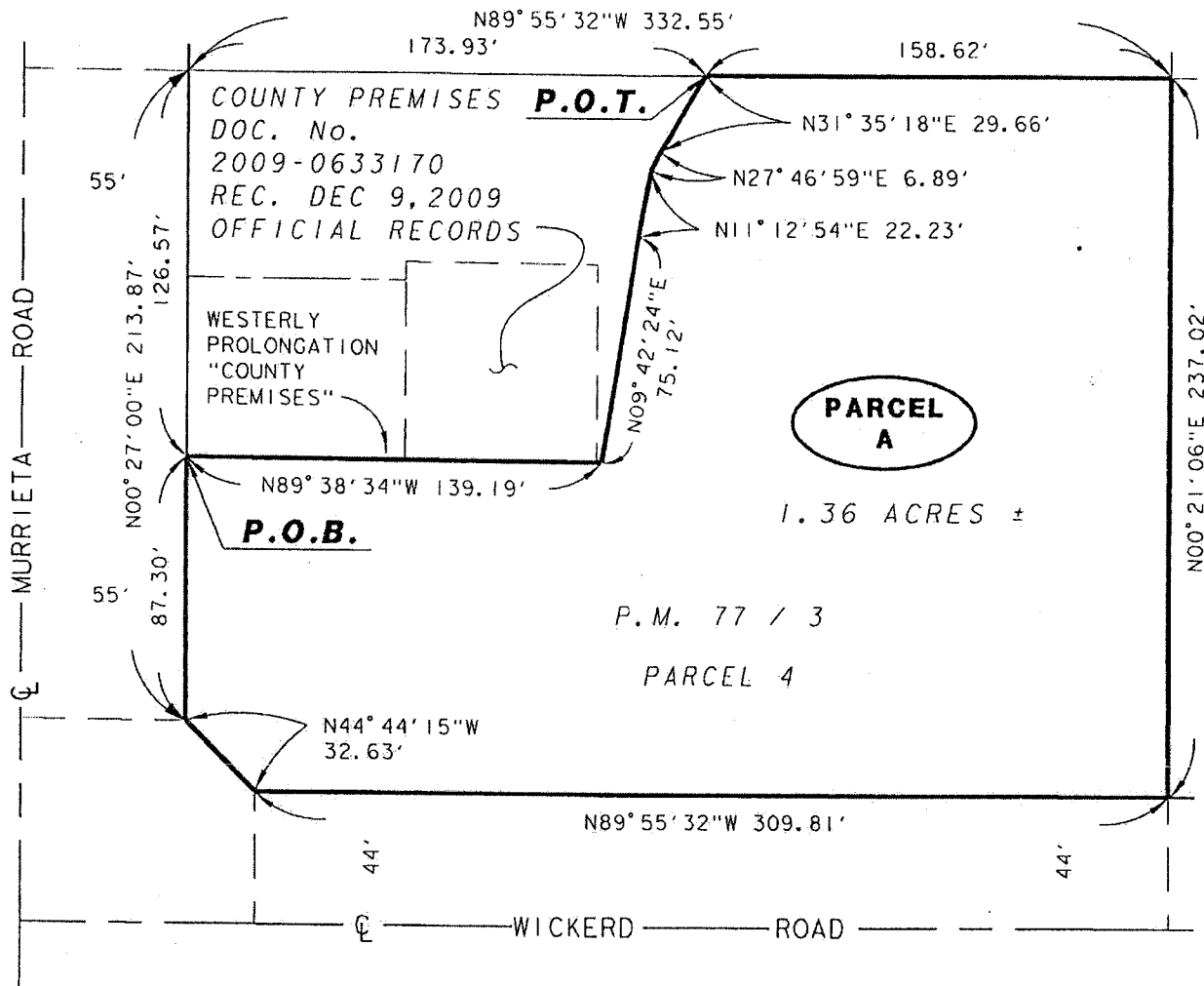


  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
County of Riverside  
Economic Development Agency

Date: 11-8-16

**EXHIBIT "B"**  
**WICKERD ROAD FIRE STATION #68**  
**PARCEL A**



*[Signature]*  
 JAMES R. McNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 COUNTY OF RIVERSIDE  
 ECONOMIC DEVELOPMENT  
 AGENCY  
 DATE: 11-8-16



SEC. 16, T. 6S., R. 3W. S. B. M.

**COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY**

3403 10TH STREET, SUITE 400, RIVERSIDE, CA, 92501

WICKERD ROAD FIRE STATION #68 PLAT

PARCEL A	SCALE: 1" = 60'	PREPARED BY: DAB	DATE: NOV-03-2016	SHEET NO. 1 OF 1
----------	--------------------	---------------------	----------------------	---------------------

Recorded at request of and return to:  
City of Menifee  
29714 Haun Road  
Menifee, CA 92586

FREE RECORDING  
This instrument is for the benefit of the  
County of Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 27383)

CAO:ra/011917/049FR/18.630

Space above this line for recorder's use

APN: 340-040-008  
Fire Station #76

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereby remises, releases and forever quitclaims to the

**CITY OF MENIFEE, a municipal corporation**, its successors and assigns, all  
grantor's right, title and interest in and to that certain real property situated in the  
City of Menifee, County of Riverside, State of California, more fully described as:

See attached Exhibit A, attached hereto and made a part hereof

Dated:

March 7, 2017

GRANTOR:

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

By:

  
Chairman  
Board of Supervisors

JOHN TAVAGLIONE

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By:

  
Deputy

FORM APPROVED COUNTY COUNSEL

BY:

  
R. TODD FRAHM

11/19/17  
DATE

MAR 07 2017 3.28

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.

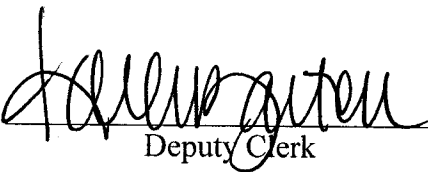
STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } §

On March 7, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, 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"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Parcel 25 of Parcel Map 21838, in the City of Menifee, County of Riverside, State of California, as recorded in Book 146, Pages 1 through 26, of Parcel Maps, Records of Riverside County.

Described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road,  
Thence along the centerline of Menifee Road North  $0^{\circ}21'37''$  East 372.39';  
Thence South  $89^{\circ}38'23''$  East 55.00' to the true point of beginning;  
Thence North  $0^{\circ}21'37''$  East 65.17' along the right of way line of Menifee Road to the beginning of a curve concave to the East,  
Thence Northeasterly a distance of 183.65' along the arc through a central angle of  $9^{\circ}11'23''$  and having a radius of 1145.00' to a point of non-tangency,  
Thence North  $52^{\circ}13'22''$  East 32.62',  
Thence South  $82^{\circ}34'27''$  East, 23.99' to the beginning of a curve concave to the North,  
Thence Easterly a distance of 40.85' along the arc through a central angle of  $6^{\circ}54'17''$  and having a radius of 339.00' to a point of tangency,  
Thence South  $89^{\circ}28'44''$  East 167.01',  
Thence South  $0^{\circ}21'37''$  West 262.18'  
Thence North  $89^{\circ}38'23''$  West 271.92' to the true point of beginning.

Assessor's Parcel No: 340-040-008

Parcel 2:

A non-exclusive easement for underground sewer line purposes as more particularly set forth in that certain document entitled "Easement Deed" recorded January 8, 1999 as Instrument No. 1999-008244 of Official Records, described as follows:

Being a portion of Parcel 25 of Parcel Map 21838, as recorded in Book 146, Pages 1 through 26 of Parcel Maps, Records of Riverside County, described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road,  
Thence along the centerline of Menifee Road North  $0^{\circ}21'37''$  East 372.39',  
Thence South  $89^{\circ}38'23''$  East 85.00' to the true point of beginning;  
Thence South  $89^{\circ}38'23''$  East 10.00'  
Thence South  $0^{\circ}21'37''$  West 322.66'  
Thence North  $89^{\circ}28'44''$  West 10.00'  
Thence North  $0^{\circ}21'37''$  East 322.63' to the true point of beginning.

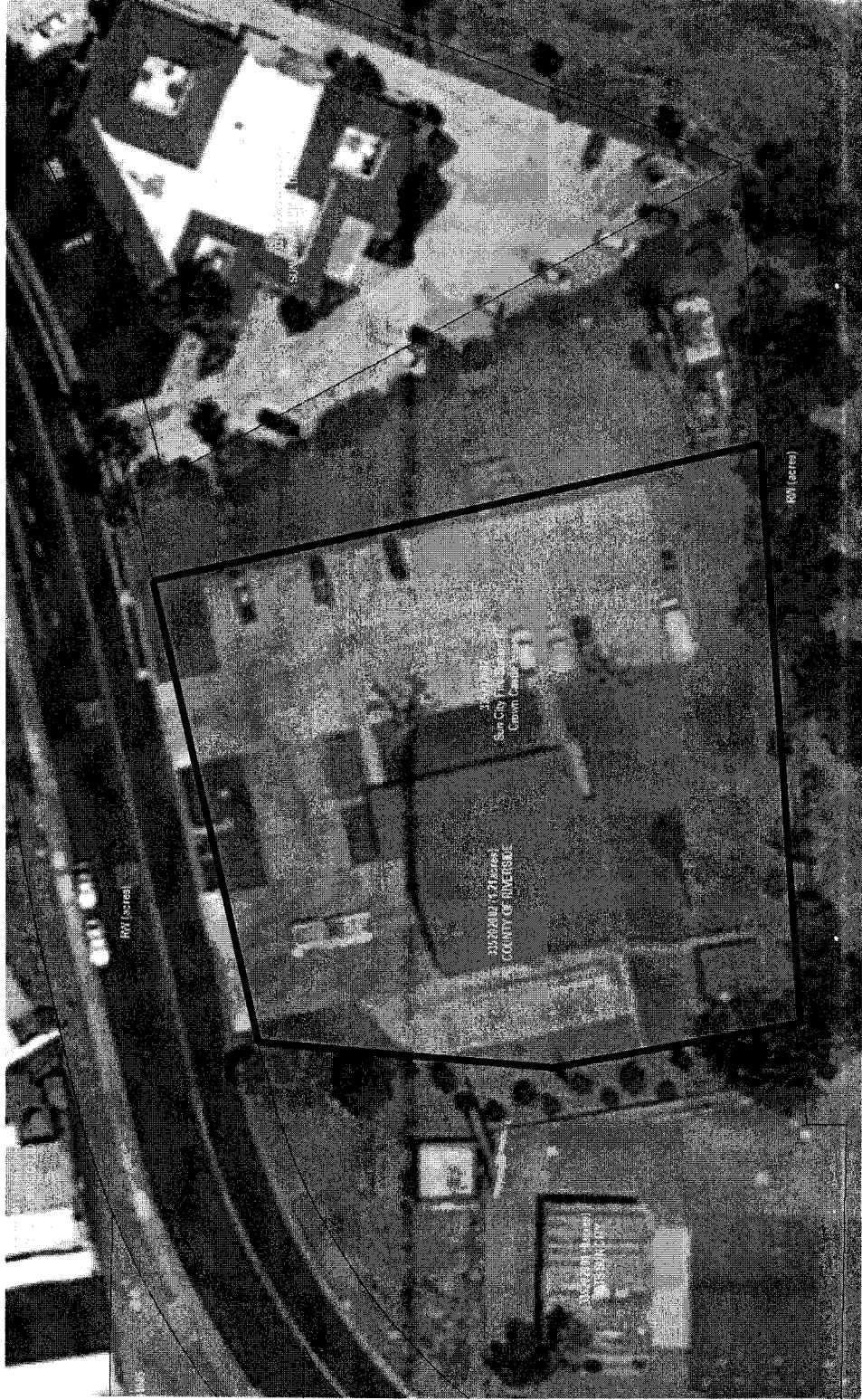
Fire Station #5

28971 Goetz Road

APNs: 341-060-003 and -004

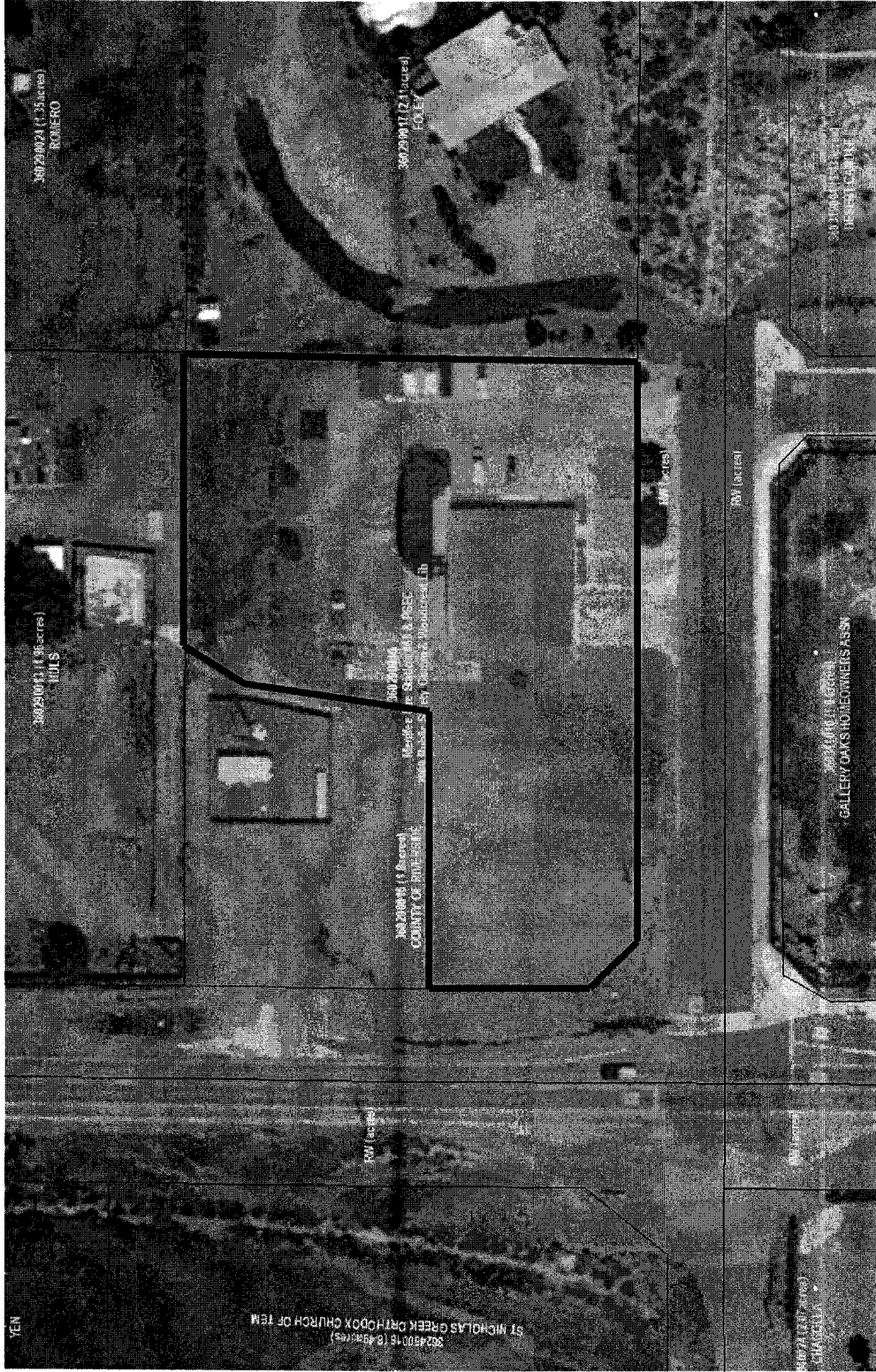


Fire Station #7  
27860 Bradley Road  
APN: 335-202-002

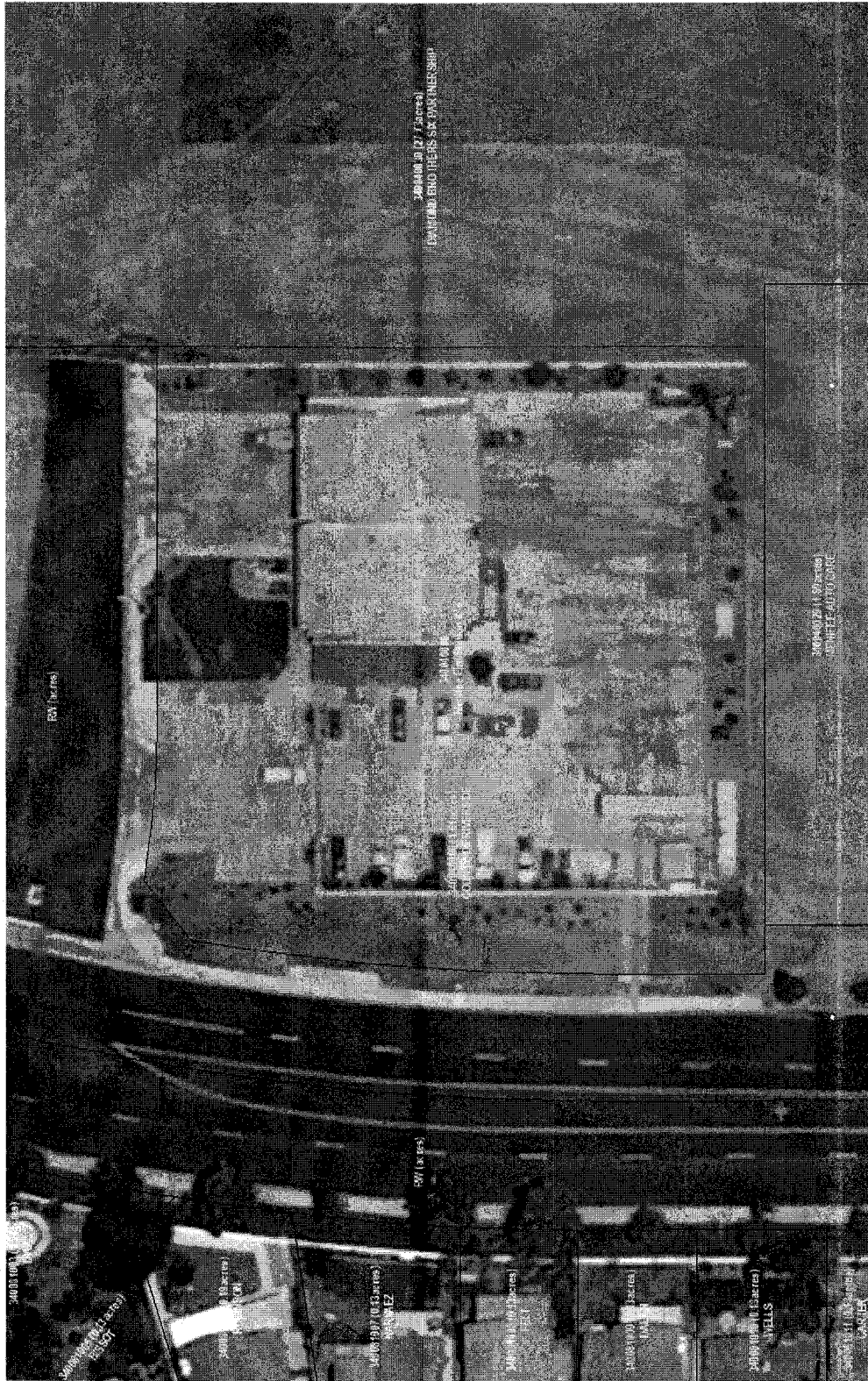




Fire Station #68  
26020 Wickard Road  
APN: 360-290-016



Fire Station #76  
29950 Menifee Road  
APN: 340-040-008



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



ITEM  
3.2  
(ID # 2906)

**MEETING DATE:**  
Tuesday, January 24, 2017

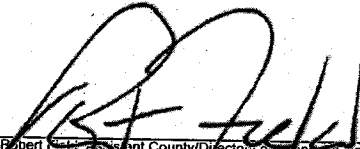
**FROM :** Fire Department and ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-006, Notice of Intention to Convey Fee Simple Interest in Real Properties (Fire Stations) in the City of Menifee to the City of Menifee, District 5, [\$0] (Set for Meeting - Clerk to advertise)

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

1. Adopt Resolution No. 2017-006, Notice of Intention to Convey Fee Simple Interest in Real Properties located in the City of Menifee, County of Riverside, Assessor's Parcel Numbers 341-060-003, 341-060-004, 340-040-008 and portions of Assessor's Parcel Numbers 335-202-002 and 360-290-016 by Quitclaim Deeds to the City of Menifee; and
2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

**ACTION:** Policy

  
Robert Niles, Assistant County Director of Economic Development 12/20/2016

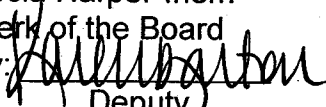
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:** Approve

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended, and is set for public hearing on Tuesday, February 7, 2017, at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Washington and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 24, 2017  
xc: EDA, Fire, COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25365, the County of Riverside (County) may transfer interests in real property, or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use.

When the City of Menifee was incorporated, fire protection services no longer fell under the County's responsibility. However, due to the burden to the City providing such services, cooperative agreements were put in place whereby the County would continue providing fire protection services under contract from these locations with the understanding that in the future these facilities would be transferred to the City's direct control. By conveying these fire station properties, the County will be relieved of cost, maintenance responsibilities and liabilities associated with property ownership.

The County intends to convey the fee simple interest in four fire stations located in the City of Menifee, County of Riverside, to the City of Menifee, by Quitclaim Deeds. All depicted in Exhibit A, attached hereto.

**Fire Station No. 5**

Located at 28971 Goetz Road, identified by and known as Assessor's Parcel Numbers 341-060-003 and 341-060-004. This fire station was constructed in 1954 and is an estimated 3,986 square feet in size on a .50 acre parcel.

**Fire Station No. 7**

Located at 27860 Bradley Road, identified by and known as Assessor's Parcel Number 335-202-002. This fire station was constructed in 1972 and is approximately 4,112 square feet in size on a 1.18 acre parcel.

**Fire Station No. 68**

Located at 26020 Wickard Road, identified by and known as Assessor's Parcel Number 360-290-016. This fire station was constructed in 1989 and is approximately 4,800 square feet in size on a 1.78 acre parcel. A portion of this property contains a County owned PSEC (Public Safety) communication tower. The County retain ownership of the property containing the Public Safety tower.

**Fire Station No. 76**

Located at 29950 Menifee Road, identified by and known as Assessor's Parcel Number 340-040-008. This fire station was constructed in 1999 and is approximately 7,090 square feet in size on a 1.58 acre parcel. A portion of this property contains a private cellular communication tower which is currently leased to TowerCo Assets, LLC. The entire property including the communication tower ground lease will be transferred and assigned to the City of Menifee.

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

**Impact on Residents and Businesses**

The impact of the transfer to the City of Menifee will continue to benefit both residents and businesses through enhanced Public Safety and efficiency of services.

Resolution No. 2017-006 has been approved as to form by County Counsel.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The City of Menifee has agreed to reimburse the County of Riverside EDA/ Real Estate Division prior to the transfer for any and all costs associated with this transaction. The costs include Real Estate staff labor, County Counsel staff labor, Environmental staff labor, and Processing, Survey, Title, and Due Diligence costs.

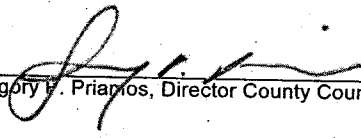
**Attachments:**

Map

Resolution No. 2017-006

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

RF:JWW:VC:VY:CAO:tg 18.507 13416  
Minute Traq ID 2906

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 12/29/2016

FORM APPROVED COUNTY COUNSEL  
BY: R. TODD FRAHM  
12/21/16  
DATE

Board of Supervisors

County of Riverside

RESOLUTION NO. 2017-006

NOTICE OF INTENTION TO CONVEY REAL PROPERTY  
TO THE CITY OF MENIFEE  
IN THE CITY OF MENIFEE, CALIFORNIA

ASSESSOR'S PARCEL NUMBERS 341-060-003, 341-060-004, 340-040-008  
AND A PORTION OF ASSESSOR'S PARCEL NUMBERS  
335-202-002 and 360-290-016 ALL BY QUITCLAIM DEEDS

WHEREAS, when the City of Menifee incorporated on October 1, 2008, the County of Riverside was no longer directly responsible for providing fire protection and prevention services to the City of Menifee; and

WHEREAS, due to the burden to the City in providing such services, cooperative agreements were put in place whereby the County of Riverside would continue providing fire protection and prevention services under contract out of the fire station that is currently owned by the County of Riverside and located wholly within the City of Menifee with the expectation that these facilities would be transferred to the City of Menifee at a later date; and

WHEREAS, the County of Riverside desires to convey the four (4) fire stations to the City of Menifee located at:

- 1) 28971 Goetz Road, identified by and known as Assessor's Parcel Numbers 341-060-003 and 341-060-004;
- 2) 27860 Bradley Road, identified by and known as Assessor's Parcel Number 335-202-002;

1 3) 26020 Wickard Road, identified by and known as Assessor's Parcel Number  
2 360-290-016; A portion of this property contains a County owned PSEC (Public  
3 Safety) communication tower. The County will retain ownership of the property  
4 containing the Public Safety communication tower; and

5 4) 29950 Menifee Road, identified by and known as Assessor's Parcel Number  
6 340-040-008. A portion of this property contains a private cellular communication  
7 tower which is currently leased to SBA Steel, LLC. The entire property including the  
8 communication tower ground lease will be transferred and assigned to the City of  
9 Menifee;

10 WHEREAS, the City of Menifee desires to accept the conveyance of these fire  
11 stations which will complete the transition that was contemplated after the City of  
12 Menifee incorporated; and

13 WHEREAS, the County's properties interest are no longer needed for County  
14 use or purposes; now, therefore,

15 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED and NOTICE IS  
16 HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in  
17 regular session assembled on January 24, 2017, that the Board intends to convey on  
18 or after February 7, 2017 to the City of Menifee the following described real estate:  
19 Certain real properties located in the City of Menifee, County of Riverside, State of  
20 California identified by and known as Assessor's Parcel Numbers 341-060-003, 341-  
21 060-004, 340-040-008 and portions of Assessor's Parcel Numbers 335-202-002 and  
22 360-290-016, more particularly described in Exhibit "A" Legal Description, attached  
23 hereto and thereby made a part hereof.  
24

25 The Board of Supervisors will meet to conclude the proposed transaction on or  
26 after February 7, 2017 at 9:00 a.m. or thereafter, at the meeting room of the Board of  
27  
28



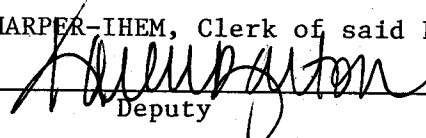
1 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon  
2 Street, Riverside, California.

3 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board  
4 of Supervisors is hereby directed to give notice hereof as provided in Section 6061 of  
5 the Government Code.

6  
7  
8 ROLL CALL:

9 Ayes: Jeffries, Washington and Ashley  
10 Nays: None  
11 Absent: Tavaglione

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

14 KECIA HARPER-IHEM, Clerk of said Board  
15 By   
16 Deputy

17  
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27 CAO:tg/121916/049FR/18.507 S:\Real Property\TYPING\Docs-18.500 to 18.999\18.507.doc

28 01.24.17 3.2

## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All that portion of Section 30, Township 5 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 30; thence North 00° 09' West along the Westerly line thereof, a distance of 608.93 feet; thence North 89° 51' East a distance of 40 feet to a point on the Westerly line of Goetz Road and the point of beginning of the Parcel to be described; thence North 00° 09' West and parallel with the Westerly line of said Section 30 a distance of 213.10 feet; thence North 89° 51' East a distance of 100 feet; thence South 0° 09' East and parallel with Westerly line of Section 30 a distance of 120 feet to a point on the Northwesternly line of Goetz Road; thence Southwesterly along the Northwesternly line of Goetz Road on a curve concave to the Southeast having a radius of 330 feet, through an angle of 23° 53' 40" an arc length of 137.62 feet to the point of beginning.

Apn: 341-060-004-2

Parcel 2:

That portion of Government Lot 2 in the Southwest quarter of Section 30, Township 5 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 30; thence North 00° 09' West along the Westerly line thereof, a distance of 608.93 feet; thence North 89° 51' East a distance of 40 feet to a point on the Westerly line of Goetz Road; thence North 00° 09' West and parallel with the Westerly line of said Section 30 a distance of 213.10 feet to the true point of beginning; thence continuing North 00° 09' West and parallel with the Westerly line of Section 30 a distance of 40 feet; thence North 89° 51' East 100 feet; thence South 00° 09' East and parallel with the Westerly line of said Section 30 a distance of 40 feet to a point that bears 89° 51' East from the true point of beginning; thence South 89° 51' West 100 feet to the true point of beginning.

Apn: 341-060-003-1

## Exhibit "A"

### Bradley Road Fire Station #7 Legal Description

#### Parcel A

In the City of Menifee, County of Riverside, State of California, being that portion of the land described in the Deed recorded December 23, 1969 as Instrument No. 130754 of Official Records of said county. Lying within Section 21, Township 5 South, Range 3 West, San Bernardino Meridian, described as follows:

All that portion of said land lying westerly of the following described line:

**Commencing** at the southeasterly corner of said land;

**Thence** South  $86^{\circ} 32' 05''$  West, 88.16 feet along the southerly line of said land to the Point of Beginning;

**Thence** North  $11^{\circ} 41' 47''$  West, 50.00 feet to Point A;

**Thence** continuing North  $11^{\circ} 41' 47''$  West, 168.32 feet to the northerly line of said land and the **Point of Terminus**. Said course bearing North  $11^{\circ} 41' 47''$  West is herein designated as "Course A".

Containing 0.94 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part thereof.

Reserving therefrom a non-exclusive access easement being a strip of land 12.00 feet wide, the centerline of which is described as follows:

**Beginning** at the herein above described Point A;

**Thence** South  $76^{\circ} 51' 53''$  West, 35.55 feet;

**Thence** North  $11^{\circ} 55' 51''$  West, 127.84 feet;

**Thence** North  $56^{\circ} 46' 00''$  West, 22.77 feet;

**Thence** North  $11^{\circ} 46' 00''$  West, 25.00 feet to the northerly line of said land and the **Point of Terminus**;

The sidelines of said strip are to be prolonged or shortened as to terminate easterly on the herein above described "Course A", and northerly on the northerly line of said land.



  
\_\_\_\_\_  
JAMES R. McNEILL

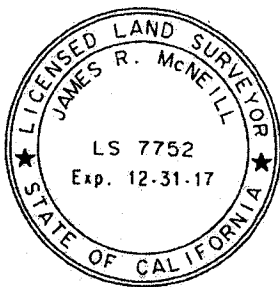
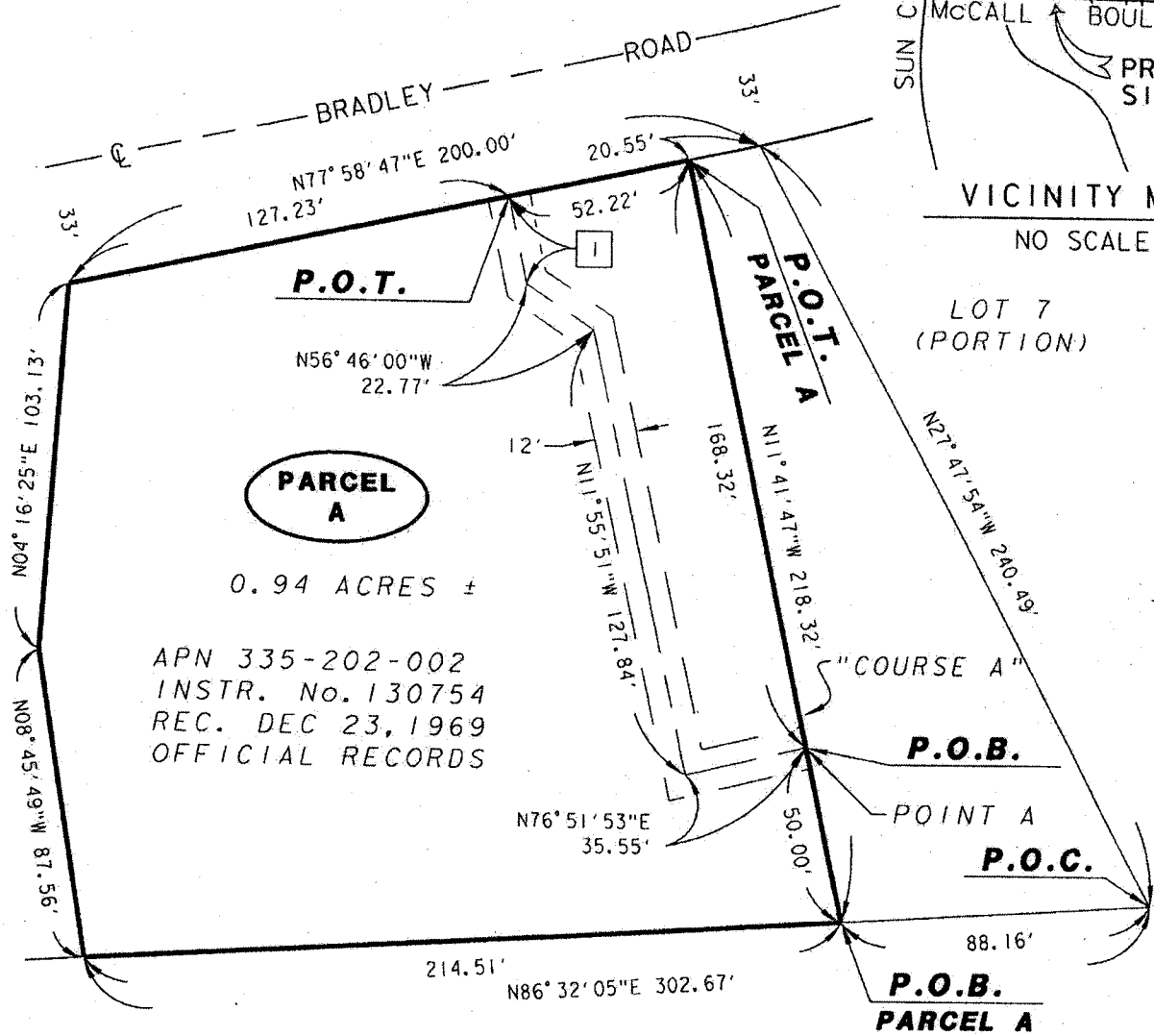
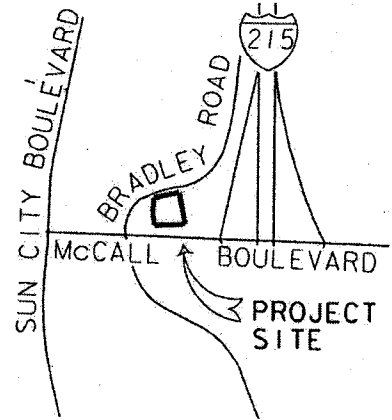
Land Surveyor No. 7752  
Signed on Behalf of:  
County of Riverside  
Economic Development Agency

Date: 11-8-16

# EXHIBIT "B"

## BRADLEY ROAD FIRE STATION #7 PARCEL A

M. B. 56/80-81



*[Signature]*

JAMES R. McNEILL  
LAND SURVEYOR No. 7752  
SIGNED ON BEHALF OF:  
COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT  
AGENCY  
DATE: 11-8-16

LINE DATA		
	BEARING	DISTANCE
1	N11° 46' 00" W	25.00'

SEC. 21, T. 5S., R. 3W. S. B. M.

### COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

3403 10TH STREET, SUITE 400, RIVERSIDE, CA. 92501

PROJECT NAME: <b>BRADLEY ROAD FIRE STATION #7 PLAT</b>				
PARCEL A	SCALE: 1" = 50'	PREPARED BY: DAB	DATE: OCT-17-2016	SHEET NO. 1 OF 1

**Exhibit "A"**

**Wickerd Road Fire Station #68  
Legal Description**

**Parcel A**

In the City of Menifee, County of Riverside, State of California, being that portion of Parcel 4, Parcel Map No. 13328, filed in Book 77, Page 3 of Parcel Maps, records of said county. Lying within Section 16, Township 6 South, Range 3 West, San Bernardino Meridian, described as follows:

All that portion of said land lying southerly and easterly of the following described line:

**Beginning** at the intersection of the westerly line of said Parcel 4 and the westerly prolongation of the southerly line of the land described as "County Premises, Menifee Land and Access Easement Legal Description" within the Facilities Sublease recorded December 9, 2009 as Document No. 2009-0633170 of Official Records of said county;

**Thence** South 89° 38' 34" East, 139.19 feet along said prolongation;

**Thence** North 09° 42' 24" East, 75.12 feet;

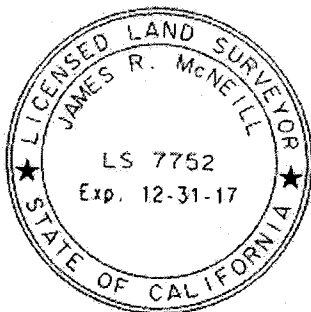
**Thence** North 11° 12' 54" East, 22.23 feet;

**Thence** North 27° 46' 59" East, 6.89 feet;

**Thence** North 31° 35' 18" East, 29.66 feet to the northerly line of said Parcel 4 and the **Point of Terminus**.

Containing 1.36 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part thereof.



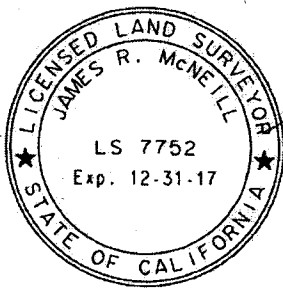
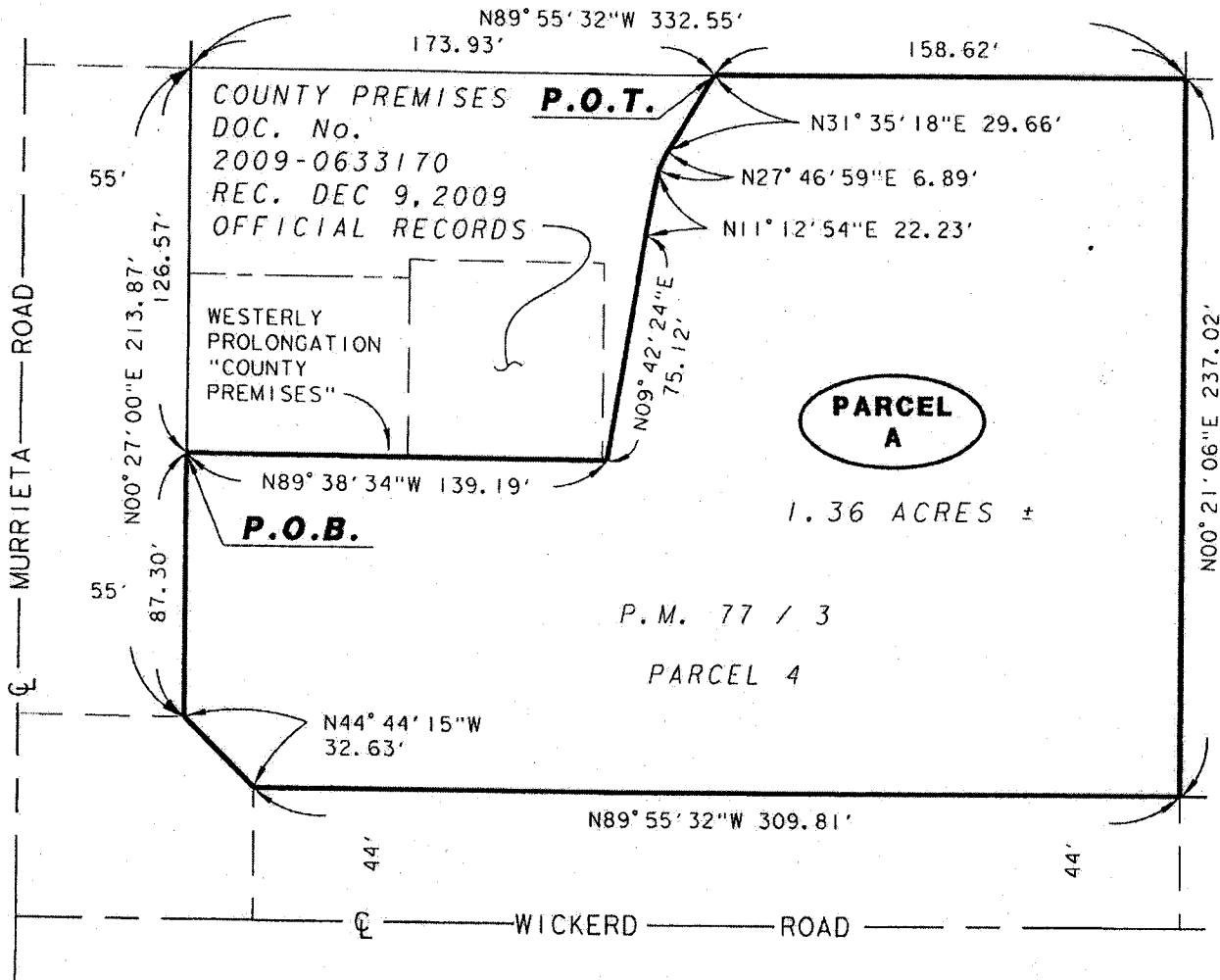
  
JAMES R. McNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
County of Riverside  
Economic Development Agency

Date: 11-8-16

# EXHIBIT "B"

## WICKERD ROAD FIRE STATION #68 PARCEL A



*James R. McNeill*  
 JAMES R. McNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 COUNTY OF RIVERSIDE  
 ECONOMIC DEVELOPMENT  
 AGENCY  
 DATE: 11-8-16



SEC. 16, T. 6S., R. 3W. S.B.M.

### COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

3403 10TH STREET, SUITE 400, RIVERSIDE, CA. 92501

#### WICKERD ROAD FIRE STATION #68 PLAT

PARCEL A	SCALE: 1" = 60'	PREPARED BY: DAB	DATE: NOV-03-2016	SHEET NO. 1 OF 1
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## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Parcel 25 of Parcel Map 21838, in the City of Menifee, County of Riverside, State of California, as recorded in Book 146, Pages 1 through 26, of Parcel Maps, Records of Riverside County.

Described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road,  
Thence along the centerline of Menifee Road North  $0^{\circ}21'37''$  East 372.39';  
Thence South  $89^{\circ}38'23''$  East 55.00' to the true point of beginning;  
Thence North  $0^{\circ}21'37''$  East 65.17' along the right of way line of Menifee Road to the beginning of a curve concave to the East,  
Thence Northeasterly a distance of 183.65' along the arc through a central angle of  $9^{\circ}11'23''$  and having a radius of 1145.00' to a point of non-tangency,  
Thence North  $52^{\circ}13'22''$  East 32.62',  
Thence South  $82^{\circ}34'27''$  East, 23.99' to the beginning of a curve concave to the North,  
Thence Easterly a distance of 40.85' along the arc through a central angle of  $6^{\circ}54'17''$  and having a radius of 339.00' to a point of tangency,  
Thence South  $89^{\circ}28'44''$  East 167.01',  
Thence South  $0^{\circ}21'37''$  West 262.18',  
Thence North  $89^{\circ}38'23''$  West 271.92' to the true point of beginning.

Assessor's Parcel No: 340-040-008

Parcel 2:

A non-exclusive easement for underground sewer line purposes as more particularly set forth in that certain document entitled "Easement Deed" recorded January 8, 1999 as Instrument No. 1999-008244 of Official Records, described as follows:

Being a portion of Parcel 25 of Parcel Map 21838, as recorded in Book 146, Pages 1 through 26 of Parcel Maps, Records of Riverside County, described as follows:

Beginning at the intersection of the centerlines of Newport Road with Menifee Road,  
Thence along the centerline of Menifee Road North  $0^{\circ}21'37''$  East 372.39',  
Thence South  $89^{\circ}38'23''$  East 85.00' to the true point of beginning;  
Thence South  $89^{\circ}38'23''$  East 10.00'  
Thence South  $0^{\circ}21'37''$  West 322.66'  
Thence North  $89^{\circ}28'44''$  West 10.00'  
Thence North  $0^{\circ}21'37''$  East 322.63' to the true point of beginning.





OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

January 26, 2017

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2017-006**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Tuesday: January 31, 2017.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

**Gil, Cecilia**

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**From:** Legals <legals@pe.com>  
**Sent:** Wednesday, January 25, 2017 4:17 PM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Res. No. 2017-006

Received for publication on 1/31. Proof with cost to follow.

Nick Eller

Legal Advertising Phone: **951-368-9222** / Fax: 951-368-9018 / E-mail: [legals@pe.com](mailto:legals@pe.com)  
Please Note: **Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish. \*\*Additional days required for larger ad sizes\*\***

**\*\*Employees of The Press-Enterprise are not able to give legal advice of any kind\*\***

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**The Press-Enterprise** PE.com / La Prensa

On Wed, Jan 25, 2017 at 4:15 PM, Gil, Cecilia <[CCGIL@rivco.org](mailto:CCGIL@rivco.org)> wrote:

Notice of Public Meeting, for publication on Tuesday, Jan. 31, 2017. Please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon St., 1st Floor, Room 127

Riverside, CA 92501

(951) 955-8464 Fax (951) 955-1071

Mail Stop# 1010

[ccgil@rivco.org](mailto:ccgil@rivco.org)

<http://rivcocob.org/>

**NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**

**RESOLUTION NO. 2017-006  
NOTICE OF INTENTION TO CONVEY REAL PROPERTY  
TO THE CITY OF MENIFEE  
IN THE CITY OF MENIFEE, CALIFORNIA  
ASSESSOR'S PARCEL NUMBERS 341-060-003, 341-060-004, 340-040-008  
AND A PORTION OF ASSESSOR'S PARCEL NUMBERS  
335-202-002 and 360-290-016 ALL BY QUITCLAIM DEEDS**

WHEREAS, when the City of Menifee incorporated on October 1, 2008, the County of Riverside was no longer directly responsible for providing fire protection and prevention services to the City of Menifee; and

WHEREAS, due to the burden to the City in providing such services, cooperative agreements were put in place whereby the County of Riverside would continue providing fire protection and prevention services under contract out of the fire station that is currently owned by the County of Riverside and located wholly within the City of Menifee with the expectation that these facilities would be transferred to the City of Menifee at a later date; and

WHEREAS, the County of Riverside desires to convey the four (4) fire stations to the City of Menifee located at:

1) 28971 Goetz Road, identified by and known as Assessor's Parcel Numbers 341-060-003 and 341-060-004;

2) 27860 Bradley Road, identified by and known as Assessor's Parcel Number 335-202-002;

3) 26020 Wickard Road, identified by and known as Assessor's Parcel Number 360-290-016; A portion of this property contains a County owned PSEC (Public Safety) communication tower. The County will retain ownership of the property containing the Public Safety communication tower; and

4) 29950 Menifee Road, identified by and known as Assessor's Parcel Number 340-040-008. A portion of this property contains a private cellular communication tower which is currently leased to SBA Steel, LLC. The entire property including the communication tower ground lease will be transferred and assigned to the City of Menifee;

WHEREAS, the City of Menifee desires to accept the conveyance of these fire stations which will complete the transition that was contemplated after the City of Menifee incorporated; and

WHEREAS, the County's properties interest are no longer needed for County use or purposes; now, therefore,

BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session assembled on January 24, 2017, that the Board intends to convey on or after February 7, 2017 to the City of Menifee the following described real estate: Certain real properties located in the City of Menifee, County of Riverside, State of California identified by and known as Assessor's Parcel Numbers 341-060-003, 341-060-004, 340-040-008 and portions of Assessor's Parcel Numbers 335-202-002 and 360-290-016, more particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part hereof.

The Board of Supervisors will meet to conclude the proposed transaction on or after February 7, 2017 at 9:00 a.m. or thereafter, at the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is hereby directed to give notice hereof as provided in Section 6061 of the Government Code.

**(Exhibit A on file and can be viewed at the Clerk of the Board's office)**

**ROLL CALL:**

Ayes: Jeffries, Washington, and Ashley  
Nays: None  
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on January 24, 2017.

KECIA HARPER-IHEM, Clerk of said Board  
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, 72 hours prior to the meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 26, 2017

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant