

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



ITEM
3.10
(ID # 2543)

MEETING DATE:

Tuesday, October 31, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Communications Site Lease Agreement and Memorandum of Lease Agreement – El Cerrito Sports Park, District 2, CEQA Exempt [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b) (3) "Common Sense" exemption, and Section 15301, Class 1 Existing Facilities exemption; and direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five working days of approval by the Board;
2. Approve the attached Communications Site Lease Agreement and Memorandum of Lease Agreement; and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 10/18/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 31, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2017/18 - 2029/30

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) acquired the subject property on June 25, 2010 from the previous owner through a final order of condemnation. The previous owner had an existing Ground Lease (the Original Ground Lease) with Nextel California, Inc. (Nextel). The Original Ground Lease dates back to April 8, 1998 and it authorized Nextel to build, operate, and maintain a communication facility on the subject property. Since entering into the Original Ground Lease, Nextel has legally changed its name and assignments have been made whereby SpectraSite Communications LLC, dba American Towers is the current Lessee, and the County, pursuant to the referenced final order of condemnation, is currently the Lessor.

The current term will expire August 16, 2018. The proposed Communications Site Lease Agreement (Lease) will terminate the Original Ground Lease in its entirety and replace it with the terms and conditions set forth on the proposed Lease. The Lease shall be for a period of twelve years and will commence on the first day of the first full month following full execution. The Lessee will also be granted one option to extend the lease by twelve further years.

The Lease has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3), "Common Sense" exemption, and Section 15301 Class 1, Existing Facilities exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

The Lease and Memorandum of Lease Agreement have been approved by County Counsel as to form.

Lessee: SpectraSite Communications, LLC

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

Premises Location: 7480 El Cerrito Road
Corona, California 92881

	<u>Current</u>	<u>New</u>
Term:	August 17, 1998 - August 16, 2018	Twelve year term
Square Feet:	1,032 square feet	No change
Rent:	\$3,337.06	No change
Utilities/ Maintenance:	Provided by Lessee	No Change
Escalator:	22.5% every five years	4% annually

Impact on Citizens and Businesses

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

SUPPLEMENTAL:
Additional Fiscal Information

In consideration for the restructuring of the Lease, SpectraSite Communications has agreed to pay the Riverside County EDA Real Estate Division a one-time signing bonus of \$20,000 to offset staff expenses.


Attachments:

- Aerial Image
- Communication Site Lease Agreement
- Memorandum of Lease Agreement
- CEQA Notice of Exemption

RF:VC:VY:JR:ra 18.502 13403
MinuteTrak: 2543

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


Rohini Dasika, Principal Management Analyst 10/23/2017


Gregory P. Priamos, Director County Counsel 10/19/2017

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("**Lease**") dated as of October 31 2017, is entered into by and between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("**County**") whose address is 3403 Tenth Street, Suite 400, Riverside, CA 92501 and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Lessee**") whose address is 116 Huntington Avenue, 11th Floor, Boston, Massachusetts 02116.

WHEREAS, County owns the real property described on Exhibit A attached hereto and by this reference made a part hereof, acquired from Roger Eldon Bacon as Trustee of the Roger Eldon Bacon Revocable Trust through that certain Final Order of Condemnation filed June 25, 2010 and recorded July 8, 2010 as Instrument No. 2010-0321268; and

WHEREAS, County and Nextel of California, Inc., a Delaware corporation ("**Nextel**"), as predecessor-in-interest to Lessee, entered into that certain Communications Site Lease Agreement (Ground) dated April 8, 1998 (the "**Prior Lease**") and that certain First Amendment to Communication Site Lease dated August 30, 2006 (as the same may have been amended, collectively, the "**Lease**") whereby Nextel leased a portion of real property from the County for telecommunications purposes; and

WHEREAS, Nextel assigned its interest in the Lease to Tower Asset Sub, LLC., a Delaware limited liability company, f/k/a Tower Asset Sub, Inc., through that certain Assignment of Leases dated April 20, 1999;

WHEREAS, Tower Asset Sub, LLC is a wholly owned subsidiary of SpectraSite Communications, LLC, a Delaware limited liability company, f/k/a SpectraSite Communications, Inc.;

WHEREAS, County and Lessee now desire to terminate the Lease and enter into this Lease, all on the terms and conditions set forth below.

NOW THEREFORE, the parties hereto agree as follows:

1. Effective as of the Commencement Date (as defined below), the parties hereby terminate the Prior Lease and agree that as of the Commencement Date, this Lease shall be the sole document governing the relationship between County and Lessee. For the avoidance of doubt, the Prior Lease shall become null and void and of no further force or effect as of the Commencement Date.

2. **Premises.** County represents that it owns the real property legally described in Exhibit "A" commonly known as 7480 El Cerrito Road, Corona, CA Assessor's Parcel Number: 277-210-009 ("**Property**"). Subject to the following terms and conditions, County leases to Lessee that portion of the Property consisting of an area of 1032 square feet), along with easements for ingress and egress and utilities, as legally described in Exhibit "B" and more particularly depicted in Exhibit "C" ("**Premises**"). Leasing said real property is in the public interest and the use thereof will not substantially conflict or interfere with County's use of its own electronic communications equipment nearby.

3. **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, provided Lessee obtains all licenses, permits and approvals for Lessee's intended use. 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 subtenants' or licensees' intended use of the Premises.

County consents to the continued occupancy of the Premises by Lessee's existing sub-tenants, Royal Street Communication, LLC, doing business as Metro PCS, and its affiliates, successors or assigns, and Nextel Communications, and its affiliates, successors or assigns.

4. Term. The term of this Lease shall be twelve (12) years (the "**Initial Term**") commencing on the first day of the first full month following full execution of this lease (the "**Commencement Date**") and shall expire at midnight on the last day of the 144th month following the Commencement Date. Lessee shall have the right to extend the Term for one (1) additional twelve (12) year period (the "**Renewal Term**") on the same terms and conditions as set forth herein. The Lease shall automatically be extended for the Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the Renewal Term. The Initial Term, together with the Renewal Term, shall be collectively referred to herein as the Term.

5. Rent.

(a) Beginning on the Commencement Date, Lessee shall pay County, as rent, the sum of Three Thousand Three Hundred Thirty-Seven and 06/100 Dollars (\$3,337.06) ("**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 20 of this Lease.

(b) Beginning on August 1, 2018, and on each August 1st thereafter, monthly Rent shall increase by four percent (4%) over the previous Lease year's monthly Rent.

(c) Lessee shall pay a one-time signing bonus of Twenty Thousand and No/100 Dollars (\$20,000.00), payable to County within forty-five (45) days of full execution of this Lease.

6. Improvements; Access.

(a) Lessee, and Lessee's customers shall at all times during the Term, have the right to construct, maintain, install, repair, replace and operate on the Premises 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**") provided Lessee and Lessee's customers have complied with all local, state and federal laws for such facilities and has obtained any consents or approvals by the County and any governing jurisdiction that may be required under this Lease and the applicable law. In connection therewith the Lessee has the right to do all work necessary to prepare, add to, maintain and alter the Premises for communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee and Lessee's customers shall have the right to install any signs on or about the Premises required by federal, state or local law. All of Lessee's, and Lessee's customers' construction and installation work shall be performed at no cost to County, and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee or Lessee's customers shall be held by Lessee, its subtenants or their respective equipment lessors, successors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee or Lessee's customers have 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 Facilities brought onto the property by Lessee or Lessee's customers will be and shall remain Lessee's and/or Lessee's customers' 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 or Lessee's customers 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 or Lessee's customers on the Premises will be and remain the property of the Lessee and/or Lessee's customers and may be removed by Lessee and/or Lessee's customers 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, damaged or destroyed during the equipment removal process. Upon the expiration or earlier termination of this Lease, Lessee will be required to remove from the Premises or the Property foundations to a depth of six (6) feet below ground, equipment building and antenna support structure used in connection with the Lessee's Facilities, not including underground utilities, and return the Premises to its original condition, reasonable wear and tear excepted.

(b) Lessee shall comply and Lessee shall impose the obligation to Lessee's Customers, assign and subtenants to 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, subcontractors, customers, subtenants, licensees and assigns (collectively "**Permitted Parties**") to the 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 and the Permitted Parties 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.

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

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 Ordinance No. 348.

7. 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.

(b) If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a commercially reasonable manner, 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, upon prior notice and in the presence of a Lessee representative, permit County, or its authorized representatives, to enter the Premises at all times during County's regular business hours to inspect the same, and to perform any work therein (i) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, and (ii) that County may deem necessary in County's reasonable discretion, 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. 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 County's negligence or misconduct.

8. Interference with Communications.

(a) Lessee agrees that its subtenants shall not unreasonably 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 the equipment utilized in such operations is installed prior to the installation of the equipment operated by the Lessee's interfering subtenant

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

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

10. 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 3 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.

11. 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, 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. If terminated under this provision, Lessee shall remove all of Lessee's facilities and restore the property to vacant land.

12. 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.

13. Insurance. Without limiting or diminishing the 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 Agreement. As respects to the insurance section only, the COUNTY herein refers to 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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 as Additional Insureds.

D. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. 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 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Lessee shall cause Lessee's insurance carrier(s) to furnish the COUNTY of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificates shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Lessee's insurance carrier(s) policies does not meet the minimum notice requirement found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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.

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

6) If, during the term of this Agreement 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; or, the term of the Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

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

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) 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 Agreement.

14. Assignment and Subleasing. Lessee shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Lease, 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 Royal Street Communication, LLC, or any of Lessee's 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. Upon written consent of County to such third party assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Lease provided Lessee no longer retains any interest or benefit in this Lease. Assignee shall be bound to all of Lessee's liabilities and obligations of this Lease. Notwithstanding the foregoing, Lessee may, with consent of County, sublease or license the Premises to any additional customer(s) for any lawful activity in connection with the provisions of mobile/wireless communications services, including the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities

15. 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 agreed upon by the parties at a future date). 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.

16. 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.

17. 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, however such use of these hazardous materials shall not permit the release or disposal of these hazardous materials into soil or ground water on the Property. 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 makes no representations or warranties 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 makes no representations or warranties 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.

18. Indemnity. Lessee shall indemnify and hold harmless the COUNTY of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability based or asserted upon any acts or omissions of Lessee, its officers, employees, subtenants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Lessee, its officers, employees, subtenants, agents or representatives indemnitors from this Agreement. Lessee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defends and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

19. Limitation of Liability. Neither Party shall be liable to the other, or any of their respective assigns, 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.

20. Miscellaneous.

(a), Notices shall be in writing and shall be delivered to:

Lessee:

American Tower Corporation
116 Huntington Avenue, 11th Floor
Boston, Massachusetts 02116
American Tower Site ID#: 302372

County:

County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, CA 92501
RE: CR027/ El Cerrito Sports Park

or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier.

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

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

(c) In accordance with the terms of Section 7(b), 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.

(d) 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 sixty (60) days before the next Rent payment due date and provide Lessee with sufficient information to enable Lessee to make payment thereto including providing Lessee with a completed and signed IRS W-9 form.

(e) 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.

(f) 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.

(g) 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.

(h) 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 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.

(i) 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: OCT 31 2017

LESSOR:

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

By: 

John F. Favaglione, Chairman
Board of Supervisors

LESSEE:

SpectraSite Communications, LLC
a Delaware limited liability company

By: 

Shawn Lanier,
Vice President- Legal

Date: 8-10-2017

County of Riverside Tax ID#: 95-6000930

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Bruce Fordon **THOMAS OH**
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY'S PROPERTY

That portion of Government Lots 10, 11 and 14 in Section 8, Township 4 South, Range 6 West, San Bernardino Base and Meridian, as shown by map on file in Book 5, Page 73 of Records of Survey, Riverside County Records, described as follows:

Commencing at the intersection of the center line of Evelyn Street with the center line of El Cerrito Road, as shown by map of El Cerrito Hills No. 2 on file in Book 22, Pages 33, 34 and 35 of Maps, Riverside County Records, thence North 57° 35' 30" East, along said center line of El Cerrito Road, a distance of 227.31 feet to a point in the Southeasterly prolongation of the Southwesterly line of Parcel 1 conveyed to Corona Unified School District of Riverside County by Deed recorded in Book 1785, Page 155 of Official Records, Riverside County Records; thence North 22° 41' 15" West, along said Southeasterly prolongation and along said Southwesterly line, a distance of 96.38 feet to a point therein for the true point of beginning, said Point being the most Northerly corner of that certain parcel of land conveyed to the County of Riverside, by Deed recorded January 25, 1966 as Instrument No. 8763, Official Records, Riverside County Records; thence South 57° 35' 30" West, along the Northwesterly line of said parcel conveyed to the County of Riverside, a distance of 102.17 feet to an angle point therein; thence South 48° 16' 27" West, along said Northwesterly line, a distance of 169.78 feet to an angle point therein; thence South 59° 22' 55" West, along said Northwesterly line, a distance of 456.91 feet to the most Westerly corner of said parcel conveyed to the County of Riverside, said point being in the Northeasterly right of way line of the State Highway, as shown by right of way No. 204-422, on file in the Office of the County Surveyor of Riverside County; thence North 33° 11' 20" West, along said Northeasterly right of way line, a distance of 387.01 feet to a point in the Southeasterly line of that certain parcel of land conveyed to I.H. Thompson by Deed recorded October 30, 1963 as Instrument No. 114774, Official Records, Riverside County Records, said point also being on the center line of a 10 inch steel water line of the Cajalco Mutual Water Company; thence North 66° 46' 45" East, along said Southeasterly line of the parcel conveyed to Thompson, and along the center line of said 10 inch steel water line, a distance of 784.30 feet to a point in said Southwesterly line of the parcel conveyed to Corona Unified School District as aforesaid; thence South 22° 41' 15" East, along said Southwesterly line, a distance of 252.16 feet to the true point of beginning.

Said land is also situated in the unincorporated area of Riverside County.

EXHIBIT "B"
LEGAL DESCRIPTION OF THE PREMISES

THAT PORTION OF GOVERNMENT LOT 11 IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 128, PAGE 89 OF RECORDS OF SURVEY, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

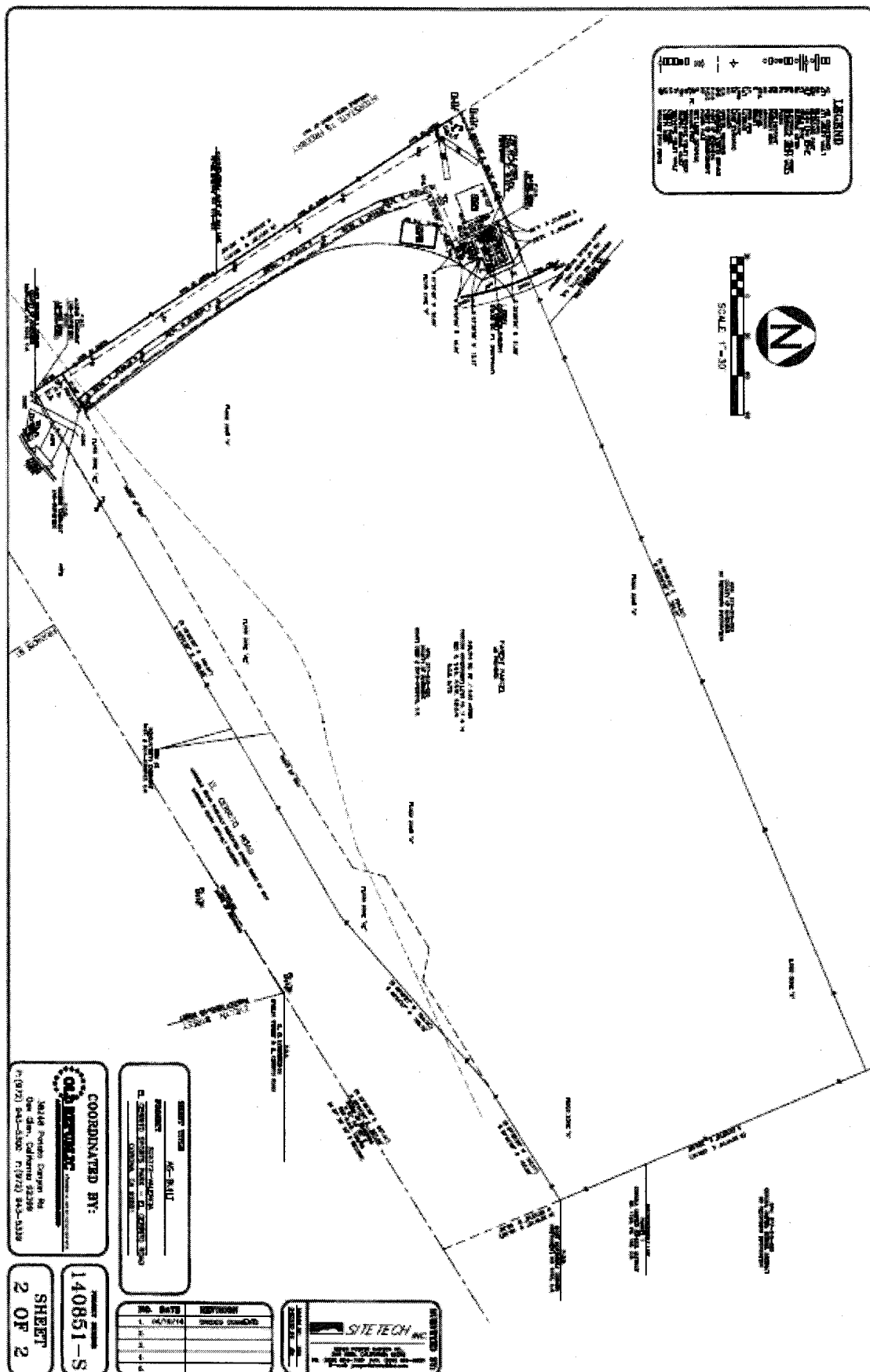
COMMENCING FROM THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JANUARY 25, 1965 AS INSTRUMENT NO. 8763 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 15 FREEWAY; THENCE NORTHWESTERLY ALONG SAID INTERSTATE 15 FREEWAY RIGHT OF WAY NORTH 33° 03' 02" WEST A DISTANCE OF 387.05 FEET; THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 85.78 FEET; THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 6.39 FEET TO THE POINT OF BEGINNING OF SAID LEASE AREA (AS-SURVEYED); THENCE NORTH 66° 59' 36" EAST A DISTANCE OF 32.83 FEET; THENCE SOUTH 23° 29' 56" EAST A DISTANCE OF 21.59 FEET; THENCE SOUTH 67° 36' 08" WEST A DISTANCE OF 12.27 FEET; THENCE SOUTH 22° 23' 26" EAST A DISTANCE OF 16.32 FEET; THENCE SOUTH 67° 25' 49" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 23° 52' 32" WEST A DISTANCE OF 37.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1032 SQUARE FEET OR 0.02 ACRE

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.



Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #302372
Site Name: Valencia

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this 31st day of October, 2017 by and between the County of Riverside, a political subdivision of the State of California ("County") and SpectraSite Communications LLC, a Delaware limited liability company ("Lessee") and evidences that on the 31st day of October, 2017 a Communications Site Lease Agreement ("Lease") was entered into by and between County and Lessee.

WHEREAS, County and Lessee desire to enter into this Memorandum to provide constructive notice of said Lease and all of its terms, covenants, and conditions to the same extent as if the same were fully set forth herein.

1. **Property.** County owns certain real property described in **Exhibit "A"** ("Property"), attached hereto and by this reference made a part hereof. Subject to the terms of the Lease, County has granted to Lessee a lease over a portion of the Property ("Compound") and certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Premises", as shown on **Exhibit "B"** and as depicted on **Exhibit "C"**, both attached hereto and by this reference made a part hereof).

2. **Lease.** The term of this Lease shall be twelve (12) years (the "**Initial Term**") commencing on the first day of the first full month following full execution of this lease (the "**Commencement Date**") and shall expire at midnight on the last day of the 144th month following

OCT 31 2017 3.10

the commencement date. Lessee shall have the right to extend the Term for one (1) additional twelve (12) year period (the "***Renewal Term***") on the same terms and conditions as set forth herein. The Lease shall automatically be extended for the Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the Renewal Term. The Initial Term, together with the Renewal Term, shall be collectively referred to herein as the Term.

3. **Notices.** All notices, requests, demands, and other communications to the County or Lessee will be made at the following addresses:

County: County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, CA 92501
Re: CR027/El Cerrito Sports Park

Lessee SpectraSite Communications LLC
C/O American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

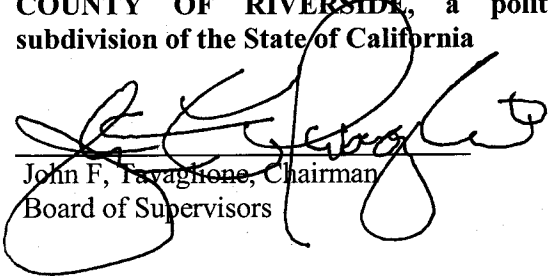
With a Copy to: SpectraSite Communications LLC
C/O American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

4. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum will not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

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


John F. Favagione, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: 

Thomas Oh
Deputy County Counsel

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

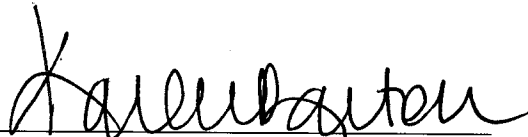
On October 31, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the 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)

LESSEE:

SpectraSite Communications, LLC, a Delaware
limited liability company

WITNESSES:

By:


Name: **Shawn Lanier**
Title: **Vice President - Legal**

Signature

Signature

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On the 18th day of April, 2017, the undersigned notary public,
personally appeared Shawn Lanier, proved to me through
satisfactory evidence of identification, which were **personally known**, to be the person who name
is signed on the preceding or attached document, and acknowledged that he/she signed it
voluntarily for its stated purpose, as Vice President - Legal, of
SpectraSite Communications, LLC, before me.



ALEXANDRA A. NICHOLS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 19, 2020



Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY'S PROPERTY

All that certain tract, lot or parcel of land lying and being situated in Riverside County, California being more particularly described as follows:

That portion of Government Lots 10, 11 and 14 in Section 8, Township 4 South, Range 6 West, San Bernardino Base and Meridian, as shown by map on file in Book 5, Page 73 of Records of Survey, Riverside County Records, described as follows:

Commencing at the intersection of the center line of Evelyn Street with the center line of El Cerrito Road, as shown by map of El Cerrito Hills No. 2 on file in Book 22, pages 33, 34 and 35 of Maps, Riverside County Records; thence North $57^{\circ} 35' 30''$ East, along said center line of El Cerrito Road, a distance of 227.31 feet to a point in the Southeasterly prolongation of the Southwesterly line of Parcel 1 conveyed to Corona Unified School District of Riverside County by Deed recorded in Book 1785, page 155 of Official Records, Riverside County Records; thence North $22^{\circ} 41' 15''$ West, along said Southeasterly prolongation and along said Southwesterly line, a distance of 96.38 feet to a point therein for the true point of beginning, said Point being the most Northerly corner of that certain parcel of land conveyed to the County of Riverside, by Deed recorded January 25, 1963 as Instrument No. 8763, Official Records, Riverside County Records; thence South $57^{\circ} 35' 30''$ West, along the Northwesterly line of said parcel conveyed to the County of Riverside, a distance of 102.17 feet to an angle point therein; thence South $48^{\circ} 16' 27''$ West, along said Northwesterly line, a distance of 189.78 feet to an angle point therein; thence South $59^{\circ} 22' 55''$ West, along said Northwesterly line, a distance of 456.91 feet to the most Westerly corner of said parcel conveyed to the County of Riverside, said point being in the Northeasterly right of way line of the State Highway, as shown by right of way No. 204-422, on file in the Office of the County Surveyor of Riverside County; thence North $31^{\circ} 11' 20''$ West, along said Northeasterly right of way line, a distance of 387.01 feet to a point in the Southeasterly line of that certain parcel of land conveyed to I. H. Thompson by Deed recorded October 30, 1963 as Instrument No. 114774, Official Records, Riverside County Records, said point also being on the center line of a 10 inch steel water line of the Cajalco Mutual Water Company; thence North $66^{\circ} 46' 45''$ East, along said Southeasterly line of the parcel conveyed to Thompson, and along the center line of said 10-inch steel water line, a distance of 784.30 feet to a point in said Southwesterly line of the parcel conveyed to Corona Unified School District as aforesaid; thence South $22^{\circ} 41' 15''$ East, along said Southwesterly line, a distance of 252.16 feet to the true point of beginning.

Parcel ID# 277-210-009

EXHIBIT "B"
LEGAL DESCRIPTION OF THE PREMISES

THAT PORTION OF GOVERNMENT LOT 11 IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 128, PAGE 89 OF RECORDS OF SURVEY, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING FROM THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JANUARY 25, 1965 AS INSTRUMENT NO. 8763 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 15 FREEWAY; THENCE NORTHWESTERLY ALONG SAID INTERSTATE 15 FREEWAY RIGHT OF WAY NORTH 33° 03' 02" WEST A DISTANCE OF 387.05 FEET; THENCE NORTH 66° 54' 48" EAST A DISTANCE OF 85.78 FEET; THENCE SOUTH 23° 05' 12" EAST A DISTANCE OF 6.39 FEET TO THE POINT OF BEGINNING OF SAID LEASE AREA (AS-SURVEYED); THENCE NORTH 66° 59' 36" EAST A DISTANCE OF 32.83 FEET; THENCE SOUTH 23° 29' 56" EAST A DISTANCE OF 21.59 FEET; THENCE SOUTH 67° 36' 08" WEST A DISTANCE OF 12.27 FEET; THENCE SOUTH 22° 23' 26" EAST A DISTANCE OF 16.32 FEET; THENCE SOUTH 67° 25' 49" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 23° 52' 32" WEST A DISTANCE OF 37.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1032 SQUARE FEET OR 0.02 ACRE

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 9.00 FEET IN WIDTH, LYING 4.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEING A PORTION OF GOVERNMENT LOT 11 IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 128, PAGE 89 OF RECORDS OF SURVEY, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

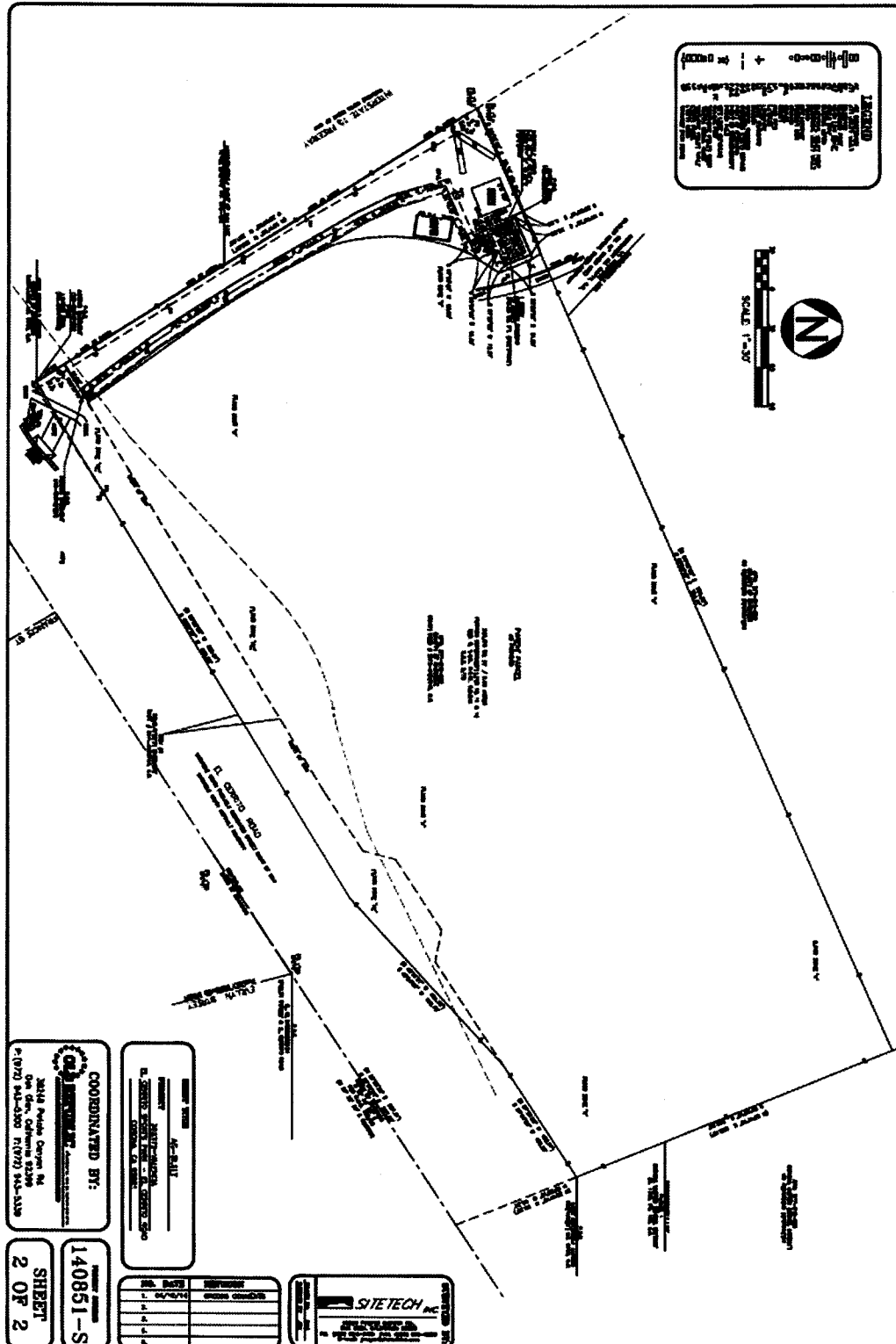
COMMENCING FROM THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JANUARY 25, 1965 AS INSTRUMENT NO. 8763 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 15 FREEWAY; THENCE NORTHWESTERLY ALONG SAID INTERSTATE 15 FREEWAY RIGHT OF WAY NORTH 33° 03' 02" WEST A DISTANCE OF 25.03 FEET TO THE NORTHERLY LINE OF THE ROAD AND UTILITY EASEMENT RECORDED JULY 27TH 2011 AS INSTRUMENT NO. 2011-0328123 IN SAID COUNTY; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE NORTH 59° 31' 07" EAST A DISTANCE OF 27.08 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION (AS-SURVEYED); THENCE NORTH 37° 49' 07" WEST A DISTANCE OF 66.50 FEET; THENCE NORTH 34° 06' 43" WEST A DISTANCE OF 75.59 FEET; THENCE NORTH 31° 17' 09" WEST A DISTANCE OF 103.80 FEET; THENCE NORTH 26° 44' 01" WEST A DISTANCE OF 28.36 FEET; THENCE NORTH 17° 10' 41" WEST A DISTANCE OF 39.59 FEET; THENCE NORTH 67° 25' 49" EAST A DISTANCE OF 59.88 FEET TO THE POINT OF TERMINATION OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES ARE TO BE SHORTENED OR LENGTHENED TO BEGIN ON THE NORTHERLY RIGHT OF WAY LINE OF EL CERRITO ROAD AND TERMINATE ON EXISTING FENCE LINES AND ABUTTING THE SOUTHERLY LINE OF SAID LEASE AREA (AS-SURVEYED)

CONTAINING 3,352.00 SQUARE FEET OR 0.08 ACRE.

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.





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

11/2/17
Date

kb
Initial

NOTICE OF EXEMPTION

September 21, 2017

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

Project Number: FM0473166002700

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

Description of Project: The County of Riverside (County) acquired the subject property on June 14, 2010 from a previous owner who was the previous Lessor of the property through a Ground Lease to Nextel California, Inc., originated on April 6, 1998. Since entering into the Original Ground Lease Nextel has legally changed its name and assignments have been made whereby SpectraSite Communications LLC, doing business as American Towers is the current Lessee, with a lease expiration of August 16, 2018. The proposed new Lease Agreement will delete the Original Ground Lease in its entirety and replace it with the terms and conditions set forth on the proposed lease, which is identified as the proposed Project under the California Environmental Quality Act (CEA). The term of the proposed Lease Agreement will 12 years and will commence on the first day of the first full month following execution of the lease. The Lessee will be granted the option to extend the lease for one additional 12-year term. The use of the site under the new Lease Agreement would occur in the same manner as with the existing use. The operation of the facility will continue to provide communications services and will not result in a change or a substantial expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, SpectraSite Communications, Inc.

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

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

OCT 31 2017 3.10

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

org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the Ground Lease that includes operation and maintenance of communication services on approximately 1,032 square feet of County-owned property. The use of the site would continue in the same manner as under the current lease and would be limited to an extension in term. The Project would not necessitate additional infrastructure or public services to serve the site; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed Ground Lease will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

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

Signed: _____

Date: _____

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Communication Site Ground Lease Agreement-El Cerrito Sports Park,
Corona, Riverside County

Accounting String: 524830-47220-7200400000- FM0473166002700

DATE: September 21, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development
Agency

Signature: _____



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

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: September 21, 2017

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 # FM0473166002700**
Communication Site Ground Lease Agreement-El Cerrito Sports Park, Corona, Riverside County

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

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

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

Attachment

cc: file