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



ITEM: 3.14 (ID # 10872)

MEETING DATE:

Tuesday, November 5, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) Approval of First Amendment to Communication Site Lease with Sprint PCS Assets, LLC – Sprint Tower Relocation at Alessandro, District 1, CEQA Exempt [\$0] (Clerk of the Board to file

the 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 State CEQA Guidelines Section 15061 (b)(3) "Common Sense" Exemption Section 15301, "Existing Facilities" Exemption;

Approve the attached First Amendment to Communications Site Lease Agreement with Sprint PCS Assets, LLC, and authorize the Chairman of the Board to execute the same on behalf of the County;

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; and

4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board of Supervisors.

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

November 5, 2019

XC:

EDA

2 4

Kecia R. Harper

Clerk of the Boar

Page 1 of 4

ID# 10872

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 Adju	stment: No
			For Fiscal Ye	ear: 2019/20

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

<u>Summary</u>

On September 25, 2012, under Minute Order 3.20, the County of Riverside ("County") entered into a Communication Site Lease Agreement with Sprint PCS Assets, LLC ("Sprint") for the purpose of maintaining and operating a communications facility at the Riverside County Communication Center located at 7195 Alessandro Boulevard, Riverside, CA 92506 ("Lease"). The Lease provided Sprint with 400 square feet of land space to support the installation of tower structures consisting of one flag pole and one light pole, antennas, equipment, equipment shelters, cabinets, meter boards, and utilities.

The Lease was renewed in June of 2017, whereby the term was extended until May 31, 2022. Sprint recently assessed the communication site and determined that the tower structures could not sustain a network upgrade which requires antenna additions. The proposed First Amendment to Communication Site Lease Agreement ("First Amendment") contains a provision which will allow for the relocation and construction of two new tower structures that will supplant the existing towers at the site. The Economic Development Agency Real Estate Division ("EDA") met with Sprint at the site, and with the oversight and approval of Riverside County Public Safety Enterprise Communications ("PSEC") identified two replacement areas for the relocation.

The existing flag pole structure will be replaced by a mono-broad leaf tower, and the light pole will be substituted by a monopole tower. Subsequently, the relocation will require an expansion to the leasehold premises which will increase from 400 square feet to 1,086 square feet. In addition, under the proposed First Amendment, Sprint will be granted three (3) additional successive option terms of five (5) years each, which will renew automatically beginning on June 1, 2022.

The First Amendment 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, "Existing Facilities" exemption as it can be seen with certainty that there is no possibility that the activity in

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

question, may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

Lessee:

Sprint PCS Assets, LLC

Premises Location: 7195 Alessandro Boulevard

Riverside, California 92506

Current

New

Term:

June 1, 2012 - May 31, 2022

No Change

Option to Extend:

None

three (3) five (5) year

options

Square Feet:

400 square feet

1,086 square feet

Rent:

\$3,851.28

No Change

Utilities/Maintenance: Provided by Lessee

No Change

Escalator:

3% annually

No Change

Impact on Citizens and Businesses

The rent derived from this lease minus an Administrative charge imposed by EDA (currently 4.92%) is directed to Riverside County Information Technology to help fund and pay for public safety communications which will benefit both businesses and residents alike.

SUPPLEMENTAL:

<u>Additional Fiscal Information</u>

No net County costs will be incurred and no budget adjustment is necessary.

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

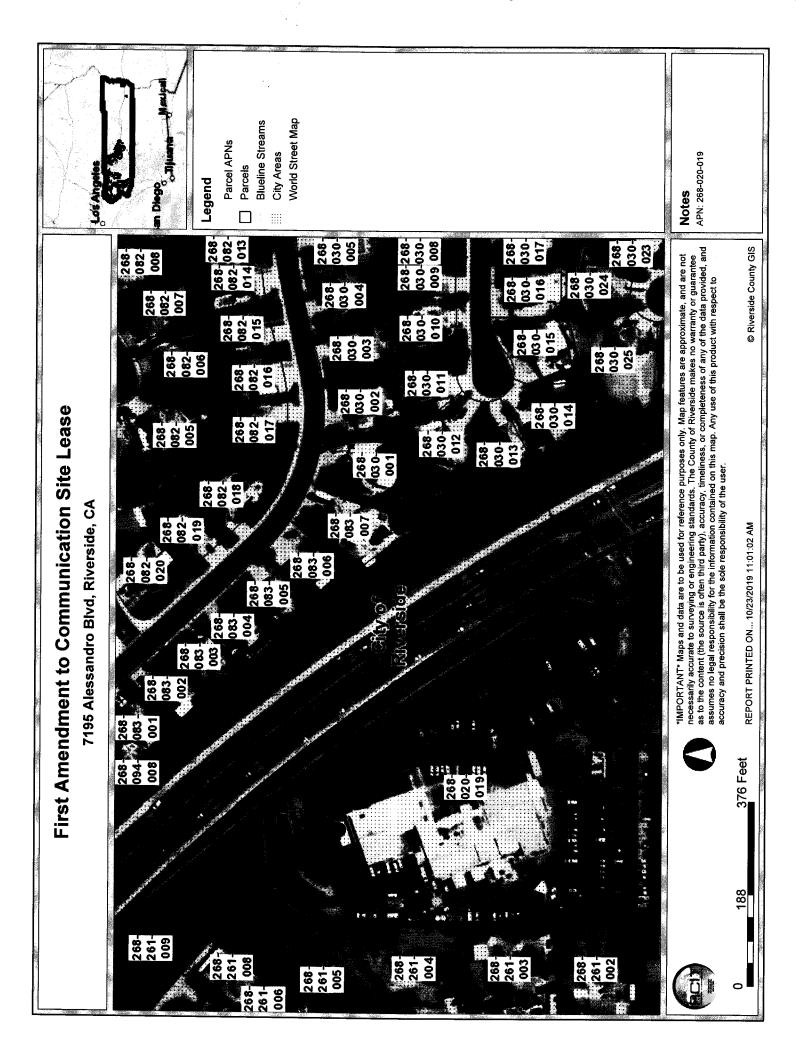
Attachments:

- Aerial Image
- First Amendment to Communication Site Lease Agreement
- CEQA Notice of Exemption

RF:HM:VC:VY:JR RV269 19.484 13738 MinuteTrak:

ory V. Priapios, Director County Counsel 10/23/

10/23/2019



FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("First Amendment"), dated as of November 5, 2019 is entered by and between the County of Riverside, a political subdivision of the State of California ("County") as Lessor, and SPRINT PCS ASSETS, L.L.C, a Delaware limited liability company ("Tenant") as Tenant, sometimes collectively referred to as the "Parties".

RECITALS

- A. County and Tenant have entered into that certain **Communications Site Lease Agreement**, dated September 25, 2012 (the "Original **Lease**") pursuant to which County agreed to lease to Tenant and Tenant agreed to lease from County approximately 400 square feet of land located in the City of Riverside, County of Riverside, commonly known as 7195 Alessandro Boulevard, identified as Assessor Parcel Number 268-020-019 ("Land") for the purpose of housing a communications facility consisting of cabinets, one flag pole, one light pole and wireless radio equipment antennas and cabling and all access and utility easements as more particularly described in the Original **Lease** (the "Original Premises").
- B. The Original Lease together with this First Amendment are collectively referred to herein as the "Lease."
- C. The Parties now desire to amend the Original Lease to: (i) allow for the relocation and replacement of Tenant's tower structures which include one flag pole and one light pole, and (ii) for the removal and replacement of the existing communications equipment, including antennas and cabling, and (iii) for the addition of three (3) additional option terms, each representing five (5) years.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **PREMISES.** Upon the Relocation Completion Date (as defined in Section 2 of this First Amendment), Section 1 of the Original Lease shall be deleted in its entirety and replaced with the following:

County owns a parcel of land located in the City of Riverside, County of Riverside, State of California, commonly known as 7195 Alessandro Boulevard, identified as Assessor Parcel Number 268-020-019 ("Land"). The Land is more particularly described in Exhibit A attached hereto. Subject to the provisions of Paragraph 2 below, County hereby leases to Tenant and Tenant leases from County that portion of the Land consisting of: (1) a parcel of ground space measuring approximately thirty one feet Ten inches (31' 10") feet by Twenty-two Feet Three Inches (22' 3") feet, containing approximately six hundred eighty six (686) square feet of land for Tenant's equipment and a thirty two (32) foot high monopole tower, and (2) a parcel of land measuring Twenty Feet (20') feet by Twenty Feet (20') feet, containing approximately Four Hundred (400) square feet, collectively the "Premises", as further described in Exhibit B. Tenant shall also have the non-

exclusive right for ingress and egress as provided herein. Tenant leases the Premises from County for cabinets, one flag pole, one mono-broad leaf tower, and wireless radio equipment, including antennas and cabling, and all access and utility easements necessary to establish connections to and/or between Tenant's equipment heretofore, as depicted in Exhibit B.

- 2. **RELOCATION.** Upon the issuance of building and zoning permits allowing Tenant to commence construction of Tenant's new antenna structures ("Permits"), Tenant shall have one hundred and eighty (180) days thereafter in which to complete the work described in Attachment 1 ("Relocation"), attached hereto and incorporated herein by reference. Tenant may continue use of the Original Premises until completion of the Relocation. Upon completion of the Relocation, Tenant shall have ninety (90) days thereafter in which to remove its coaxial cables and other related equipment from the Original Premises as described in Attachment 1. Tenant shall provide written notice to County upon the issuance of the Permits and upon completion of the Relocation. Tenant shall include in its written notice, the date of completion of the Relocation ("Relocation Completion Date").
- 3. **TERM.** Section 3 of the Original Lease is hereby amended by the following:

In addition to the Renewal Term referenced in the Original Lease, the Lease is hereby amended to include three (3) additional successive option terms of five (5) years (each an "Additional Renewal Term") beginning on June 1, 2022. Subject to the termination rights in Section 11 of the Original Lease, each Additional Renewal Term shall be deemed automatically extended, unless Tenant notifies County of its intention not to renew the Lease at least ninety (90) days prior to the expiration of the then current Renewal Term or Additional Renewal Term. Unless Tenant notifies County in writing as set forth above, the first Additional Renewal Term shall commence on June 1, 2022 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on May 31, 2022.

- 4. **EXHIBIT B.** Upon the Relocation Completion Date, the Exhibit "B" attached hereto as Attachment 1, shall replace Exhibit "B" of the Original Lease.
- 5. **CAPITALIZED TERMS.** First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Original Lease, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original Lease, as heretofore amended, and shall supplement the remaining provisions thereof.
- 6. **MISCELLANEOUS.** Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Original Lease and each and all of their respective provisions. Subject to the provisions of the Original Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this First Amendment or the Original Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Tenant. Neither this First Amendment, nor the Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Tenant.

7. **EFFECTIVE DATE**. This First Amendment to Communications Site Lease Agreement shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

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

Dated: <u>NOV 0 5 2019</u>

COUNTY:

COUNTY OF RIVERSIDE, a

political subdivision of the State of California

Chairman, KEVIN JEFFRIES
Board of Supervisors

TENANT

SPRINT PCS ASSETS, L.L.C.

Name: Peropat How

Its: MARKET MANAGERY SITE DEVELOPMENT

ATTEST:

Kecia Harper-Ihem-Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

Thomas Oh, Deputy County Counsel

Attachment 1

Demolition and Removal of a portion of the Original Premises: Flagpole and connected coaxial cables and related equipment.

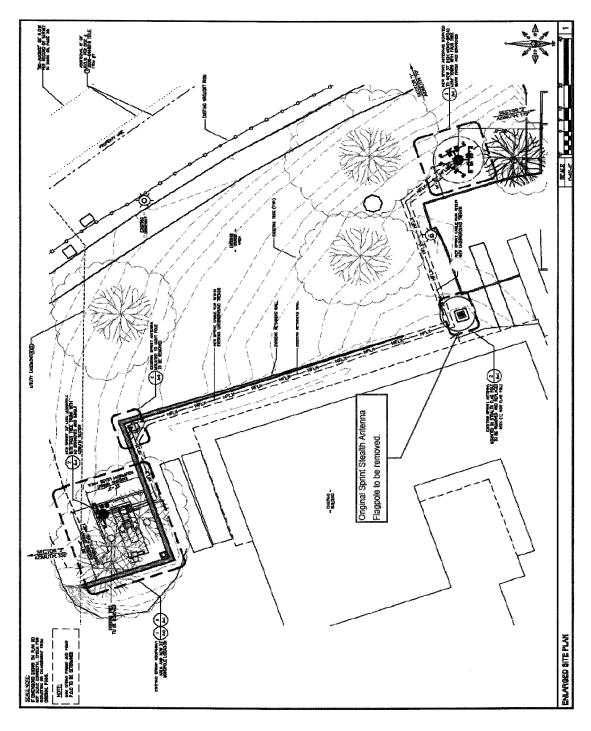


Exhibit B

Description and Depiction of Premises

EQUIPMENT LEASE AREA LEGAL DESCRIPTION

A PORTION OF "PARCEL 1" AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 48, PAGE 23 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS-CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M.; THENCE NORTH 89°40'12" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 71.28 FEET TO THE CENTERLINE OF ALESSANDRO BOULEVARD AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 41, PAGE 7, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE NORTH 16°19'04" WEST ALONG SAID CENTERLINE 626.01 FEET TO A POINT OF CURVATURE; THENCE 1581.74 FEET ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 4000.00 FEET AND THROUGH A CENTRAL ANGLE OF 22°39'24"; THENCE DEPARTING SAID CENTERLINE SOUTH 70°59'44" WEST, 192.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°00'16" EAST, 22.25 FEET; THENCE NORTH 70°59'44" WEST, 30.83 FEET; THENCE NORTH 19°00'16" EAST, 22.25 FEET; THENCE NORTH 70°59'44" EAST, 30.83 FEET TO THE POINT OF BEGINNING.

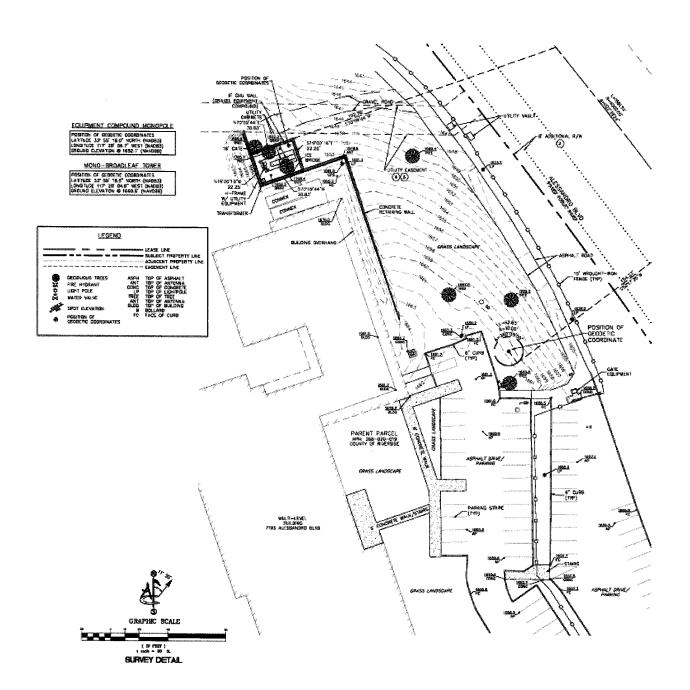
CONTAINING 686 SQUARE FEET (0.016 ACRES) OF LAND, MORE OR LESS.

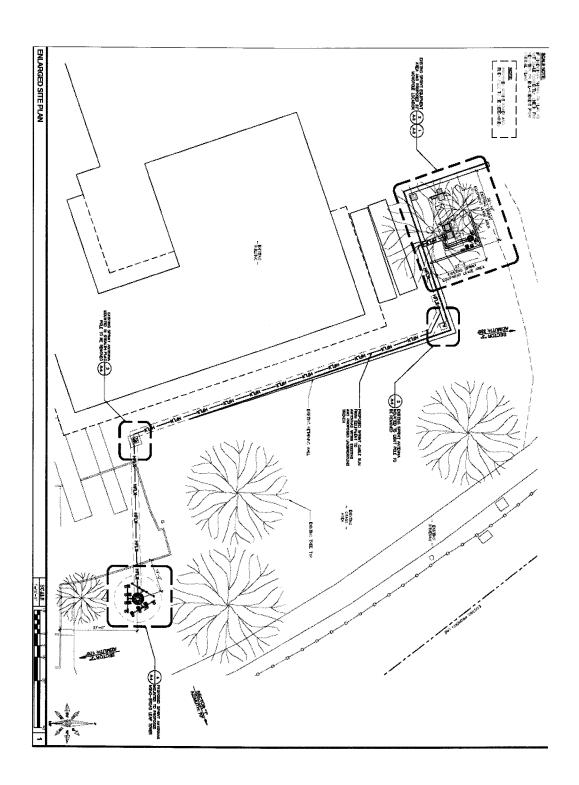
"MONO-TREE" LEASE AREA LEGAL DESCRIPTION

A PORTION OF "PARCEL 1" AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 48, PAGE 23 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS-CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M.; THENCE NORTH 89'40'12" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 71.28 FEET TO THE CENTERLINE OF ALESSANDRO BOULEVARD AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 41, PAGE 7, OFFICIAL RECORDS OF RIVERSIDE COUNTY; THENCE NORTH 16'19'04" WEST ALONG SAID CENTERLINE 626.01 FEET TO A POINT OF CURVATURE; THENCE 1423.45 FEET ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 4000.00 FEET AND THROUGH A CENTRAL ANGLE OF 20'23'21"; THENCE DEPARTING SAID CENTERLINE SOUTH 53'17'35" WEST, 154.23 FEET TO A POINT OF CURVATURE AND THE POINT OF BEGINNING; THENCE 62.83 FEET ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET AND THROUGH A CENTRAL ANGLE OF 360'00'00" TO THE POINT OF BEGINNING.

CONTAINING 247 SQUARE FEET (0.006 ACRES) OF LAND, MORE OR LESS.







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

Date

Initial

NOTICE OF EXEMPTION

September 9, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) First Amendment to the Communication Site Lease Agreement, Sprint Tower Relocation at Alessandro, Riverside County

Project Number: FM047611026900

Project Location: 7195 Alessandro Road; south of Canon Road; Riverside, CA 92506; Assessor's Parcel Number (APN) 268-020-019 (See Attached Exhibit)

Description of Project: In November of 2000, the County of Riverside (County) entered into a Ground Lease Agreement with Sprint PCS, LLC (Sprint) successor in interest to Cox PCS Assets, LLC for the purpose of constructing, maintaining and operating a communications facility at the Riverside County Communication Center located at 7195 Alessandro Boulevard, Riverside, CA 92506 (Original Lease). The Original Lease provided Sprint with 400 square feet of land space to support the installation of tower structures consisting of one flag pole and one light pole, antennas, equipment, equipment shelters, cabinets, meter boards, and utilities. The Original Lease was renewed in June of 2012, whereby the term was extended until May 31, 2022. Sprint recently assessed the communication site and determined that the tower structures could not sustain a network upgrade which requires antenna additions. The proposed First Amendment to Communication Site Lease contains a provision which will allow for the relocation and construction of two new tower structures that will supplant the existing towers at the site. The Economic Development Agency Real Estate Division (EDA) met with Sprint at the site, and with the oversight and approval of the Riverside County Public Safety Enterprise Communications (PSEC) identified two replacement areas for the relocation. The existing flag pole structure will be replaced by a mono-broad leaf tower, and the light pole will be substituted by a monopole tower. Subsequently, the relocation will require an expansion to the leasehold premises which will increase from 400 square feet to 933 square feet. In addition, under the proposed First Amendment, Sprint will be granted three additional successive option terms of five years each, which will renew automatically beginning on June 1, 2022. The First Amendment to Communication Site Lease Agreement will provide Sprint Tower the authorization to upgrade the existing communications facility through the relocation and construction of two new tower structures that will replace the existing towers at the site, and is identified as the proposed project under the California Environmental Quality Act (CEQA). The use of the site under the First Amendment 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, Sprint PCS Assets, LLC, a Delaware limited liability company

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.

NOV 05 2019 3,14

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 First Amendment to the Communications Site Lease, which includes minor improvements to existing communication services.

- 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 amendment of a Communications Site Lease that includes the relocation of existing communications within the existing facility to upgrade the existing communications site. The towers would be relocated approximately 200 feet to the northeast and would remain within the enclosed facility. The new site would result in approximately 533 of additional leased area within the facility but would not substantially increase the capacity of the site and is needed to provide continued communication services. The use of the site would continue in the same manner as under the current lease and 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 First Amendment to the Communication Site 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. The minor modifications will be limited to additions on the existing communications tower to improve the quality of communication services being provided at the site. 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:

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

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name:	First Amendment to the Communication Site Lease Agreement, Sprin Tower Relocation at Alessandro, Riverside County		
Accounting String:	524830-47220-7200400000- FM047611026900		
DATE:	September 9, 2019		
AGENCY:	Riverside County Economic Development Agency		
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).		
NUMBER OF DOCU	JMENTS INCLUDED: One (1)		
AUTHORIZED BY: Signature:	Mike Sullivan, Senior Environmental Planner, Economic Development Agency		
PRESENTED BY:	Jose Ruiz, Real Property Agent, Economic Development Agency		
	-TO BE FILLED IN BY COUNTY CLERK-		
ACCEPTED BY:	——————————————————————————————————————		
DATE:			
RECEIPT # (S)			



Date:

September 9, 2019

To:

Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject:

County of Riverside Economic Development Agency Project # FM047611026900

First Amendment to the Communication Site Lease Agreement, Sprint Tower Relocation at

Alessandro, 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 or email at msullivan@rivco.org.

Attachment

cc: file