

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



ITEM: 3.7
(ID # 12642)

MEETING DATE:
Tuesday, July 07, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): First Amendment to Ground Lease Agreement – Box Springs Communication Site – Los Angeles SMSA Limited Partnership dba Verizon Wireless, District 1, 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 State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) Common Sense Exemption, and direct the Clerk of the Board to file the Notice of Exemption;
2. Approve the attached First Amendment to Ground Lease Agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless and authorize the Chairman of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete 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 of the project.

ACTION: Policy


Rose Salgado, Director of Facilities Management 6/4/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: July 07, 2020
xc: FM-RE

Kecia R. Harper
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: 2019/20 – 2031/32	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

There is an existing ground lease between the County of Riverside, as Lessor, and Los Angeles SMSA Limited Partnership doing business as Verizon Wireless (Verizon) dated May 6, 2012 (Lease), and related to use of 192 square foot portion of ground space at the County owned property identified by Assessor Parcel Number 256-030-006 (Leased Premises). The Leased Premises is also identified as the Box Springs Communication Facility and provides Verizon with sufficient ground space to accommodate an existing generator that services the adjacent communication facility owned, operated and maintained by Verizon.

The original term of the Lease was for five (5) years with an automatic renewal option of an additional five (5) years. The final expiration date of the original term and renewal option is May 31, 2022. Verizon recently approached the County with a request to extend the term with two additional five (5) year options. Facilities Management-Real Estate (FM-RE) negotiated the terms of the attached First Amendment to Ground Lease Agreement (First Amendment) as summarized below.

Lessee: Los Angeles SMSA Limited Partnership

APN: 256-030-006

	<u>Current</u>	<u>New</u>
Term:	June 1, 2017 – May 31, 2022	No Change
Options:	Option exercised.	Two (2) additional Five (5) year options
Square Feet:	192 square feet	No Change

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STATE OF CALIFORNIA**

Rent:	\$526.37	No Change
Utilities/ Maintenance: Provided by Lessee		No Change
Annual Escalation: 4% annual		No Change

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

The attached First Amendment has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The rent derived from this lease 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:


Additional Fiscal Information

This First Amendment represents a revenue lease, and there are no net County costs for this transaction.

Attachments:

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

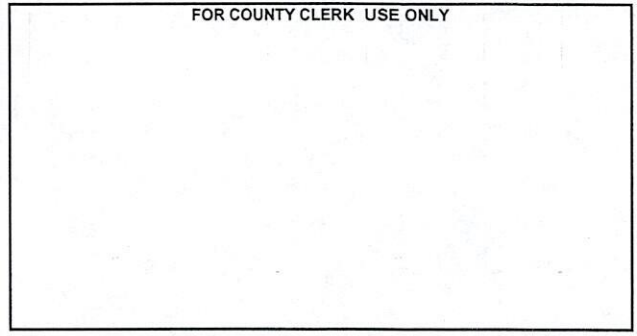
JR:dr/061020/MV125/20.671


Steven Atkeson 6/29/2020


Gregory H. Priamos, Director County Counsel 6/25/2020

County of Riverside
Facilities Management
3403 10th Street, Riverside, CA

FOR COUNTY CLERK USE ONLY



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

7/7/20
Date

JP
Initial

NOTICE OF EXEMPTION

April 22, 2020

Project Name: First Amendment to Ground Lease Agreement, Box Springs Communication Site

Project Number: FM0473462012500

Project Location: Box Springs Mountain Reserve Park, top end of Box Springs Mountain Road, unincorporated Riverside County, California; APN 256-030-006

Description of Project: There is an existing ground lease between the County of Riverside, as Lessor, and Los Angeles SMSA Limited Partnership doing business as Verizon Wireless (Verizon) dated May 6, 2012 (Lease), and related to use of 192 square foot portion of ground space at the County owned property identified by Assessor Parcel Number 256-030-006 (Leased Premises). The Leased Premises is also identified as the Box Springs Communication Facility and provides Verizon with sufficient ground space to accommodate an existing generator that services the adjacent communication facility owned, operated and maintained by Verizon.

The term of the Lease was for an initial five years with an automatic renewal option of an additional five years. The final expiration date of the initial term and option is May 31, 2022. Verizon recently approached the County with a request to extend the term with two additional five-year options. The County Board of Supervisors is now considering a first amendment to the lease to provide two additional five-year options to extend. The First Amendment to the Lease with Verizon is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management


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

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 involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the First Amendment.

JUL 07 2020 37

- **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 a lease regarding an existing communication site. The project will not require physical modifications to the existing site which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed First Amendment to the Lease Agreement 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 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.

Therefore, the County of Riverside Facilities Management 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: 4/22/20
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: First Amendment to Ground Lease Agreement, Box Springs
Communication Site**

Accounting String: 524830-47220-7200400000 - FM0473462012500

DATE: April 22, 2020

AGENCY: Riverside County Facilities Management

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, Facilities Management**

Signature: 

PRESENTED BY: **Jose Ruiz, Real Property Agent, Facilities Management**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3403 10th Street, Riverside, CA 92501

Date: April 22, 2020
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0473462012500**
First Amendment to Ground Lease Agreement, Box Springs Communication Site

The Riverside County's Facilities Management'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,
Facilities Management,**

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

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Ground Lease Agreement (the "Amendment") is dated as of the latter of the signature dates below by and between the County of Riverside, a political subdivision of the State of California ("County") and Los Angeles SMSA Limited Partnership, dba Verizon Wireless ("Lessee"), with reference to the facts set forth in the Recitals below:

RECITALS

- A. County is the owner of certain real property located in Moreno Valley, California and having Assessor's Parcel Number 256-030-006 (the "Property").
- B. County, and Lessee are parties to that certain Ground Lease Agreement dated May 6, 2012 (the "Lease"), pursuant to which Lessee leases a portion of the Property for the operation of a communications facility.
- C. The last extension term granted under the Lease expires on May 31, 2022, and County and Lessee have agreed to amend the Lease to further extend the term as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** Section 3 of the Lease is hereby amended by the following: The Lease, including the exercise of the Renewal Term (as defined in the Lease), shall expire on May 31, 2022 ("Term"). Lessee shall have the options to extend the Term of this Lease by two (2) additional five (5) year terms (each, an "Extension Option"), Lessee shall exercise each Extension Option by providing written notice to County at least thirty (30) days prior to the expiration of the then current term.
2. **Continued Effect/Capitalized Terms.** Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning as defined in the Lease, as heretofore amended. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.
3. **Miscellaneous.** Time is of the essence in this Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the 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 Amendment or the 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 County or Lessee. Neither this Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

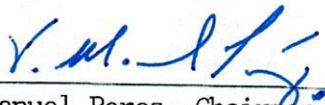
4. **Effective Date.** This Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, County and Lessee have caused this Amendment to be executed by each party's duly authorized representative effective as of the last date written below.

LESSOR:

County of Riverside, a political
subdivision of the State of California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

JUL 07 2020

Date: _____

LESSEE:

Los Angeles SMSA Limited Partnership,
a California limited partnership d/b/a
Verizon Wireless
By: AirTouch Cellular Inc., Its General
Partner

By: 
Noel Crane
SR: RE Manager

Date: 2/12/2020

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

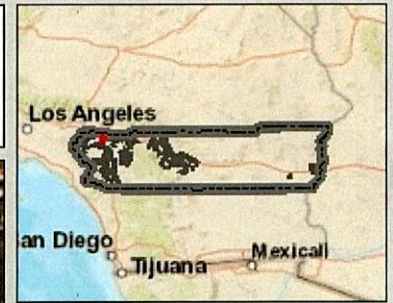
Gregory P. Priamos, County Counsel

By: 
Wesley W. Stanfield
Deputy County Counsel

JR:jb/070119/MV125/20.671

First Amendment to Ground Lease Agreement

Box Springs Mountain, District 1



Legend

- Blueline Streams
- City Areas
- World Street Map



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

Notes

APN: 256-040-006

0 188 376 Feet

REPORT PRINTED ON... 5/26/2020 9:25:01 AM

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