

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.3
(ID # 14440)

MEETING DATE:
Tuesday, March 09, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of First Amendment to Lease Agreement Between the Riverside County Flood Control and Water Conservation District and Clear Channel Outdoor, LLC, RCFC Parcel 1020-2A, Portion of Assessor's Parcel Number 135-170-024, CEQA Exempt, District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301 "Existing Facilities" exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the attached First Amendment to Lease Agreement between the Riverside County Flood Control and Water Conservation District (District) and Clear Channel Outdoor, LLC (Lessee), and authorize the Chair of the Board of Supervisors of the District (Board) to execute the same on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) executed First Amendment to Lease Agreement to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/18/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: March 9, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT 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: 100% District Funds			Budget Adjustment:	No
			For Fiscal Year:	2020/2021

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns real property located on Magnolia Avenue west of Buchanan Street, also known as Assessor's Parcel Number 135-170-024 (Property). The District entered into a Lease, which was approved by the Board of Supervisors on August 27, 2019 (M.O. #11.1), for an initial ten-year term. Lessee continues its billboard operation and maintenance on the Property. District and Lessee now desire to amend the rent to remove the twenty-five percent (25%) of all annual gross revenue generated by the structure during the previous Lease year for this Lease. Lessee shall pay to District an annual amount of \$1,845 as a minimum consideration for this Lease, the first installment being due September 1, 2021, plus an annual rent increase of 2.5%.

Pursuant to the CEQA, the First Amendment to Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 "Existing Facilities" exemption, and Section 15061(b)(3), "Common Sense" exemption. The proposed Lease involves existing facilities and no expansion of an existing use will occur.

Prev. Agn. Ref.: 11.1 of 08/27/19, MT 10577

Impact on Residents and Businesses

The District concludes that there will be no fiscal impact on private residents or private businesses as a result of the Board's approval of the First Amendment to Lease.

Contract History and Price Reasonableness

This contract has been in place since August 27, 2019.

Attachments:

- First Amendment to Lease
- Exhibit A & B

P8\236347

MH:rlp


Jason Farin, Principal Management Analyst

3/2/2021


Gregory Priarios, Director County Counsel

2/25/2021

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment") is entered into this 9TH day of March, 2021 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "LESSOR") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, (hereinafter called "LESSEE").

RECITALS

A. DISTRICT and LESSEE entered into that certain Lease Agreement dated August 27, 2019 (the "Original Lease"), pursuant to which DISTRICT has agreed to lease to LESSEE and LESSEE has agreed to lease from DISTRICT a portion of that certain property located on Magnolia Avenue, west of Buchanan Street also known as Assessor's Parcel Number 135-170-024 ("Property"), more particularly described in Exhibit "A" and shown on Exhibit "B", attached hereto and by this reference made a part hereof.

B. The Parties now desire to amend the Original Lease with this First Amendment to amend the Rent.

C. The Original Lease together with this First Amendment are collectively referred to herein as the "Lease".

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

1. RENT.

(a) Subsection (a) of Section 3 of the Original Lease is hereby deleted in its entirety and replaced by the following:

"Section 3 (a). LESSEE shall pay to DISTRICT an annual amount of \$1,845.00 (One Thousand Eight Hundred Forty-Five Dollars) as a minimum consideration for this Lease ("Rent"), the first installment being due September 1, 2021, plus an annual rent increase of 2.5%."

(b) Subsection (b) of Section 3 of the Original Lease is hereby deleted in its entirety.

2. 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 Lease, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provision of the Lease, as heretofore amended, and shall supplement the remaining provision thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the 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 Lease and each and all 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 provision of this First 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 DISTRICT 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 First Amendment to Lease shall not be binding or consummated until its approval and execution by the Chairwoman of the Board of Supervisors.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date indicated on Page 1.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: Karen S. Spiegel
Karen Spiegel, Chair,
Riverside County Flood Control and Water
Conservation District Board of Supervisors

RECOMMENDED FOR APPROVAL

By: Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

ATTEST:

KECIA R. HARPER
Clerk of the Board

By: Kecia R. Harper
Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: Wesley W. Stanfield
WESLEY W. STANFIELD
Deputy County Counsel

**CLEAR CHANNEL OUTDOOR, LLC, a
Delaware limited liability company**

By: Greg McGrath
GREG MCGRATH
Its: Regional President, Southern California

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1020-2A

APN 135-170-024


In the City of Riverside, County of Riverside, State of California, all of Parcel No. 2 as described in Grant Deed recorded May 5, 1949 in Book of Official Records 1073, Page 564 et seq. official records of said county.

Excepting therefrom all that portion described in Grant Deed recorded February 19, 1988 as Instrument No. 1988-44315 official records of said county.

Containing 0.858 acre

See Exhibit "B" attached hereto and made a part hereof.




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 4-2-19

