

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



ITEM: 3.8
(ID # 17652)

MEETING DATE:

Tuesday, February 08, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Ground Lease with Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust under Trust Agreement dated May 13, 2004, 10-Year Lease, CEQA Exempt, District 3, [\$384,216, 100% PSEC funded]; (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, Section 15303, Class 3, New Construction or Conversion of Small Structures Exemption, and Section 15061(b)(3), Common Sense Exemption;
2. Approve the attached Ground Lease with Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust under Trust Agreement dated May 13, 2004 and authorize the Chair of the Board to execute the same 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 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.

ACTION:

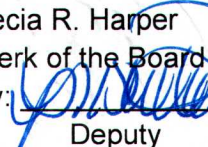

Rose Salgado, Director of Facilities Management 1/20/2022


Dennis Vrooman, Assistant Sheriff 1/20/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Perez 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: February 8, 2022
xc: FM-RE, Recorder

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	\$5,430	\$20,897	\$ 384,216	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100%- PSEC Operating Budget			Budget Adjustment: No	
			For Fiscal Year: 2021/22- 2031/32	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Public Safety Enterprise Communication (PSEC) user groups have evaluated the radio coverage performance across the south-western end of the County. Specifically, areas within the City of Murrieta require coverage enhancement that will improve coverage for County Fire, County Sheriff and users of this system in this region.

PSEC has identified a location at 26550 Pabesu Road, Murrieta, that will provide significant coverage enhancement to the system. The coverage improvements will better serve high density areas that include apartment buildings, major shopping centers and large neighborhoods. The removal of these coverage dead spots will result in increased operational support for all emergency responders and will result in greater safety of those first responders and the community in general.

This action, requests approval of the attached Ground Lease (Lease) with Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust under Trust Agreement dated May 13, 2004, for a 10-year term with two (2) options to extend the term five (5) years.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption, Section 15303, Class 3, New Construction or Conversion of Small Structures Exemption, and Section 15061 (b) (3), Common Sense Exemption. The proposed project, the Lease, is the letting of property involving existing facilities, no expansion of an existing use will occur.

The Lease is summarized as follows:

Location: 26550 Pabesu Road, Murrieta, CA 92562
Parcel Numbers 392-090-007 and 392-090-021

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

Lessor: Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust under Trust Agreement dated May 13, 2004

Size: 312 square feet.

Rent: Construction Period: \$1,000.00 per month.

First Year in Service: \$2,500.00 per month.
\$30,000.00 per year.

Second Year in Service: \$3,000.00 per month.
\$36,000.00 per year.

Annual Escalator: 3 percent starting after Second Year in Service.

Term: Commencing on full execution of this Lease.

Utilities: County pays electricity.

The attached Lease has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

Public safety agencies in Riverside County rely on the PSEC system to provide communications for first responders and emergency management teams who serve and protect the community. The PSEC system provides critical countywide communication for these agencies. Enhancing coverage in this area will further improve emergency communication and public safety.

Additional Fiscal Information

The associated costs for this Lease will be fully funded through the PSEC budget. While Facilities Management will front the costs for this Lease with the property owner, PSEC will reimburse Facilities Management for all associated lease costs.

ATTACHMENTS:

- Exhibits A, B & C
- Lease
- Exhibit A
- Notice of Exemption
- Aerial Image

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

PK:sc/12152021/30.656

	
Meghan Hahn, Senior Management Analyst	Gregory V. Priamos, Director County Counsel
1/27/2022	1/25/2022

Exhibit A

FY 2021/22

County of Riverside

APN 392-090-007 and 392-090-001, Murrieta, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	312 SQFT	
Approximate Cost per SQFT (Jul - Jan)	\$ -	
Approximate Cost per SQFT (Feb - Jun)	\$ 3.21	
Lease Cost per Month (Jul - Jan)	\$ -	
Lease Cost per Month (Feb - Jun)	\$ 1,000.00	
Total Lease Cost (Jul - Jan)		\$ -
Total Lease Cost (Feb - Jun)		\$ 5,000.00
Total Estimated Lease Cost for FY 2021/22		\$ 5,000.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 37.44	
Total Estimated Utility Cost (Jul - Jan)		\$ -
Total Estimated Utility Cost (Feb - Jun)		\$ 187.20
Total Estimated Utility Cost for FY 2021/22		\$ 187.20
FM Lease Management Fee as of 07/01/2021	4.86%	\$ 243.00
TOTAL ESTIMATED COST FOR FY 2021/22		\$ 5,430.20
TOTAL COUNTY COST	0%	\$ -

Exhibit B

FY 2022/23

County of Riverside

APN 392-090-007 and 392-090-001, Murrieta, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	312 SQFT	
Approximate Cost per SQFT (Jul - Jan)	\$ 3.21	
Approximate Cost per SQFT (Feb - Jun)	\$ 8.01	
Lease Cost per Month (Jul - Jan)	\$ 1,000.00	
Lease Cost per Month (Feb - Jun)	\$ 2,500.00	
Total Lease Cost (Jul - Jan)		\$ 7,000.00
Total Lease Cost (Feb - Jun)		\$ 12,500.00
Total Estimated Lease Cost for FY 2022/23		\$ 19,500.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 37.44	
Total Estimated Utility Cost (Jul - Jun)		\$ 449.28
FM Lease Management Fee as of 07/01/2021	4.86%	\$ 947.70
TOTAL ESTIMATED COST FOR FY 2022/23		\$ 20,896.98
TOTAL COUNTY COST	0%	\$ -

Exhibit C

FY 2023/24 to FY 2031/32

County of Riverside

APN 392-090-007 and 392-090-001, Murrieta, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

312 SQFT

	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	FY 2031/32
Approximate Cost per SQFT (Jul - Jan)	\$ 8.01	\$ 9.62	\$ 9.90	\$ 10.20	\$ 10.51	\$ 10.82	\$ 11.15	\$ 11.48	\$ 11.83
Approximate Cost per SQFT (Feb - Jun)	\$ 9.62	\$ 9.90	\$ 10.20	\$ 10.51	\$ 10.82	\$ 11.15	\$ 11.48	\$ 11.83	\$ 12.18
Lease Cost per Month (Jul - Jan)	\$ 2,500.00	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.83	\$ 3,582.16	\$ 3,689.62
Lease Cost per Month (Feb - Jun)	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.83	\$ 3,582.16	\$ 3,689.62	\$ 3,797.10
Total Lease Cost (Jul - Jan)	\$ 17,500.00	\$ 21,000.00	\$ 21,630.00	\$ 22,278.90	\$ 22,947.26	\$ 23,635.71	\$ 24,344.81	\$ 25,075.12	\$ 25,827.34
Total Lease Cost (Feb - Jun)	\$ 15,000.00	\$ 15,450.00	\$ 15,913.50	\$ 16,390.90	\$ 16,882.65	\$ 17,389.15	\$ 17,910.80	\$ 18,448.10	\$ 18,995.40
Total Estimated Lease Cost for FY 2023/24 to FY 2031/32	\$ 32,500.00	\$ 36,450.00	\$ 37,543.50	\$ 38,669.80	\$ 39,829.91	\$ 41,024.86	\$ 42,255.61	\$ 43,523.22	\$ 44,822.74
Estimated Additional Costs:									
Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 37.44	\$ 37.44	\$ 37.44	\$ 37.44	\$ 37.44	\$ 37.44	\$ 37.44	\$ 37.44	\$ 37.44
Total Estimated Utility Cost	\$ 449.28	\$ 449.28	\$ 449.28	\$ 449.28	\$ 449.28	\$ 449.28	\$ 449.28	\$ 449.28	\$ 449.28
Lease Management Fee as of 07/01/2021	\$ 1,579.50	\$ 1,771.47	\$ 1,824.61	\$ 1,879.35	\$ 1,935.73	\$ 1,993.81	\$ 2,053.62	\$ 2,115.23	\$ 2,178.64
TOTAL ESTIMATED COST FOR FY 2023/24 to FY 2031/32	\$ 34,528.78	\$ 38,670.75	\$ 39,817.39	\$ 40,998.43	\$ 42,214.92	\$ 43,467.95	\$ 44,758.51	\$ 46,087.73	\$ 47,444.63
F11 Total Cost	\$ 384,216.27								
F11 Total County Cost	0%								

PUBLIC SAFETY ENTERPRISE COMMUNICATION

HOLLINGSWORTH SITE



Legend



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

AREA DEFINED IN BLACK OUTLINE
APN
392-090-007 and 392-090-021
District 3

0 1, 3,079 Feet
539

REPORT PRINTED ON... 1/11/2022 5:18:17 PM

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GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Agreement") dated _____ 2022, by and between **Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust under Trust Agreement dated May 13, 2004**, (hereinafter "Lessor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "County"). Lessor and County may be referred to hereinafter as "the Parties"

RECITALS

A. Lessor owns or has legal control of that certain real property (hereinafter the "Property") situated within the City of Murrieta of the County of Riverside, State of California, identified as Assessor Parcel Numbers 392-090-007 and 392-090-021, as depicted on Exhibit A, attached hereto and incorporated herein.

B. Lessor desires to Lease a portion of the Property to County, for the purpose of constructing, installing, operating, and maintaining a communications facility, tower and related equipment and structures to house such facilities and equipment and has the legal authority to do so.

C. County desires to Lease such portion of the Property from Lessor for the purpose of installing, operating and maintaining communications tower and related electronic facilities and equipment.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The Recitals set forth hereinabove are an integral part of this Lease and they are therefore, incorporated herein by this reference thereto.

2. **Premises**. Subject to the following terms and conditions, Lessor hereby leases to County exclusive use of that certain ground space on the Property to construct and install certain equipment and fixtures, and a non-exclusive easement access for the ground space, (collectively, hereinafter called the "Premises").

3. **Term.** The term of this Agreement ("Term") shall be for ten (10) years commencing on the Commencement Date (as hereinafter defined). This Agreement shall commence upon full execution of this Agreement by the Board of Supervisors.

4. **Option(s) to Extend.** County shall have two (2) options to extend the term of this Lease for five (5) years each ("Extension Term"), which option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration of the initial term of this Lease. The rent payable by the County during the Extension Term shall be at the annual increase rate of three percent (3%).

5. **Rent.**

A. Commencing on the Commencement Date, County shall pay the sum of One thousand dollars (\$1,000.00) per month to Lessor as rent ("Rent"), which shall be due and payable in advance on the first day of each calendar month, provided, however, that in the event Rent for any period during the term hereof which is for less than one full calendar month, said Rent shall be pro-rated based upon the actual number of days of said month.

B. Following the full operation and service of the radio equipment, County shall pay the sum of two thousand five hundred dollars (\$2,500.00) per month.

C. Following the anniversary of the first year of full operation of the radio equipment, the County shall pay three thousand dollars (\$3,000.00) per month.

D. Notwithstanding the provisions of this Section, the monthly Rent shall be increased on each anniversary following the second year of full operation of the radio equipment of the Lease by an amount equal to three (3%) percent of such monthly rental.

6. **Use.** The Premises shall be used by County for the purpose of operating electronic communication devices by the Riverside County Sheriff Department. County shall have non-exclusive possession of the Premises together with appropriate access to the Premises. Lessor agrees, at no expense to Lessor, to cooperate with County, in

making County's application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for County's intended use of the Premises.

7. **Profit Sharing.** Fifteen percent (15%) of any rentals and/or consideration paid or payable by any sublessee of the County in excess of the rentals reserved and/or payable under this Agreement shall be paid by County as and when received by County to Lessor as additional rent.

8. **Utilities.** Lessor shall grant any necessary utility easements across the Property to the utility company, at no cost to either County or the utility company. County shall pay for all electrical usage directly to any utility company. Lessor hereby acknowledges that the proper utilities are available to the Property. If County later discovers it needs additional utility access or easements, as Lessor does not own or control all of the Property in the vicinity, Lessor will cooperate with County but County shall be responsible to obtain any and all ingress, egress or utility easements needed that it does not currently have.

9. **Utility Charges.** County shall pay, or cause to be paid, all charges for power, heat, air-conditioning, or other services used, rented or supplied to County in connection with its use of the Premises.

10. **Acceptance of Premises.** County accepts the Premises "as is" and acknowledges that Lessor has made no representation whatever concerning the fitness of the Premises for the use intended by County.

11. **Improvements by County.** Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Lessor, after County has submitted plans for any such proposed alterations, improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably withheld by Lessor. All alterations and improvements made and fixtures installed by County shall remain County's property and may be removed by County at or prior to the expiration of this Agreement; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, the Premises shall be restored.

12. **Insurance**. During the term of this Agreement, County, at its sole cost and expenses, shall procure and maintain, or cause its affiliates to procure and maintain, in full force and effect comprehensive general liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) for injury to or death of any one person in any one occurrence, Three Million Dollars (\$3,000,000) for injury to or death of two or more persons in any one occurrence and One Hundred Thousand Dollars (\$100,000) for injury or damage to property insuring against liability arising out of County's use or occupancy of the Premises, any easement, or the Property. During the Term of this Agreement, County, at its sole cost and expense, shall procure and maintain, or shall cause its affiliates to procure and maintain, in full force and effect insurance insuring the facilities, equipment and structures of the County installed on the Premises for their reasonable replacement value against damage or loss by fire and other casualties generally covered by the broad form of casualty coverage, subject to such deductibles as County or its affiliates shall reasonably determine appropriate. If reasonably available to County, such insurance shall waive any right of subrogation against Lessor. During the Term of this Agreement, the County, at its sole cost and expense, shall procure and maintain, or shall cause its affiliates to procure and maintain, worker's compensation and employer's liability insurance as required by the laws of the State of California. County shall provide Lessor with a certificate or certificates of insurance evidencing the insurance required by this paragraph on or before the commencement date and promptly following the renewal or replacement of such coverage. At County's option, County may self-insure for all insurance coverage provided in this paragraph.

13. **Hold Harmless**. The Lessor agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the negligent acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law.

The COUNTY agrees to indemnify, defend and hold harmless the Lessor and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement resulting from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by the Lessor on account of any claim except where such indemnification is prohibited by law.

In the event COUNTY or Lessor are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the COUNTY and/or Lessor shall indemnify the other to the extent of its comparative fault.

14. **Option To Terminate.** County shall have the option to terminate this Agreement if the Premises are destroyed or damaged to the extent that they cannot be repaired, or with sixty (60) days written notice at any time during the Term of this Agreement or any extension of this Agreement.

This Agreement may also be terminated by County without liability upon sixty (60) days' prior written notice if (i) County is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thereby, restricting County from installing, removing, replacing, maintaining or operating Lessee's Facilities; or (ii) if County determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

15. **Interference.** County shall operate the Premises in compliance with all Federal Communications Commission (FCC) requirements and in a manner that will not cause interference to Lessor or other lessees or licensees of the Property, provided that any such installations predate that of County. Subsequent to the installation of County's facilities, Lessor will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Premises or the property contiguous thereto owned or controlled by Lessor, if such modifications are likely to cause interference with County's operations. In the event interference occurs Lessor agrees to use best efforts

to eliminate such interference within a reasonable time period. Lessor's failure to comply with this paragraph shall be material breach of this Agreement.

16. **Taxes**. If personal property taxes are assessed, County shall pay any portion of such taxes directly attributable to County's facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.

17. **Notices**. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

County:

County of Riverside
Real Estate Division
3133 Mission Inn Ave.
Riverside, CA 92507

Lessor:

Daniel F. Hollingsworth
Joan C. Hollingsworth
26550 Pabesu Rd.
Murrieta, CA 92562

18. **Quiet Enjoyment**. Lessor covenants that County shall at all times during the Term of this Agreement peaceably and quietly have, hold and enjoy the use of the Premises so long as County shall fully and faithfully perform the terms and conditions that it is required to perform under this Agreement.

19. **Binding on Successors**. The Terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns all of the parties hereto

20. **Severability**. The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

21. **Venue**. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and

the parties hereto waive all provision of law providing for a change of venue in such proceedings to any other county.

22. **Attorneys' Fees.** In the event of any litigation or arbitration between Lessor and County to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

23. **County's Representative.** County hereby appoints the Director of Facilities Management as its authorized representative to administer this Agreement.

24. **Entire Agreement.** This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the Terms and conditions thereof and supersedes any and all prior and contemporaneous leases, Agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.


25. **Interpretation.** The parties hereto have negotiated this Agreement at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared this Agreement in its executed form.

(Signature on the following page)

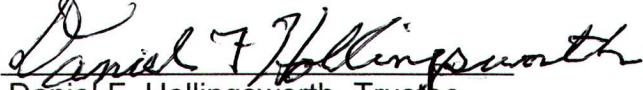
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date written below.


Dated: FEB 08 2022

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


By: 
JEFF HEWITT, Chair
Board of Supervisors

DANIEL F. HOLLINGSWORTH AND
JOAN C. HOLLINGSWORTH, Trustees
of the Daniel and Joan Hollingsworth
Trust under Trust Agreement Dated May
13, 2004

By: 
Daniel F. Hollingsworth, Trustee

By: 
Joan Hollingsworth, Trustee

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

Exhibit A
Site Location
(attached behind this page)

OWNER'S NAME: DANIEL F. HOLLINGSWORTH / JOAN C. HOLLINGSWORTH
ASSESSOR'S PARCEL NUMBER(S) 392-090-007, 010 & 021

BASIS OF BEARINGS: (NAD83; EPOCH 2010)
THE BEARINGS SHOWN HEREON ARE BASED CALIFORNIA STATE PLANE
COORDINATE SYSTEM - ZONE 6. AS DETERMINED BY G.P.S.
OBSERVATIONS, USING TRIMBLE 5700/5800 RECEIVERS AND TRIMBLE
GEODETIC OPTICS 1.60 SOFTWARE.

BASIS OF ELEVATIONS: NAVD 1988
ELEVATIONS ARE BASED ON GPS OBSERVATIONS FROM TWO NATIONAL
GEODETIC SURVEY C.O.R.S. REFERENCE STATIONS: 1) JPLM, ELEVATION
= 1503.46' AND 2) TORP, ELEVATION = 103.77' WITH GEOID 2012
CORRECTIONS APPLIED.

SITE BENCHMARK IS THE TOP OF A 600-NAIL, LOCATED NEAR NW
CORNER OF ATC TOWER COMPOUND, AS SHOWN HEREON. ELEVATION
= 1860.77'

FEMA FLOOD ZONE DESIGNATION: National Flood Insurance Program:

County: RIVERSIDE

Map/Panel: 06055C2705C

Effective Date: 8/28/2008

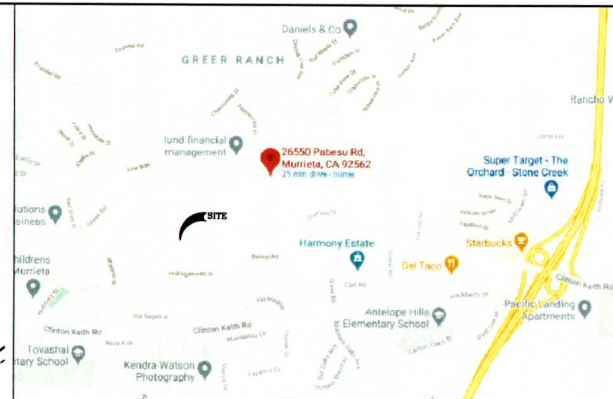
The Flood Zone Designation for this site is: ZONE: X

PROPERTY LEGAL DESCRIPTION

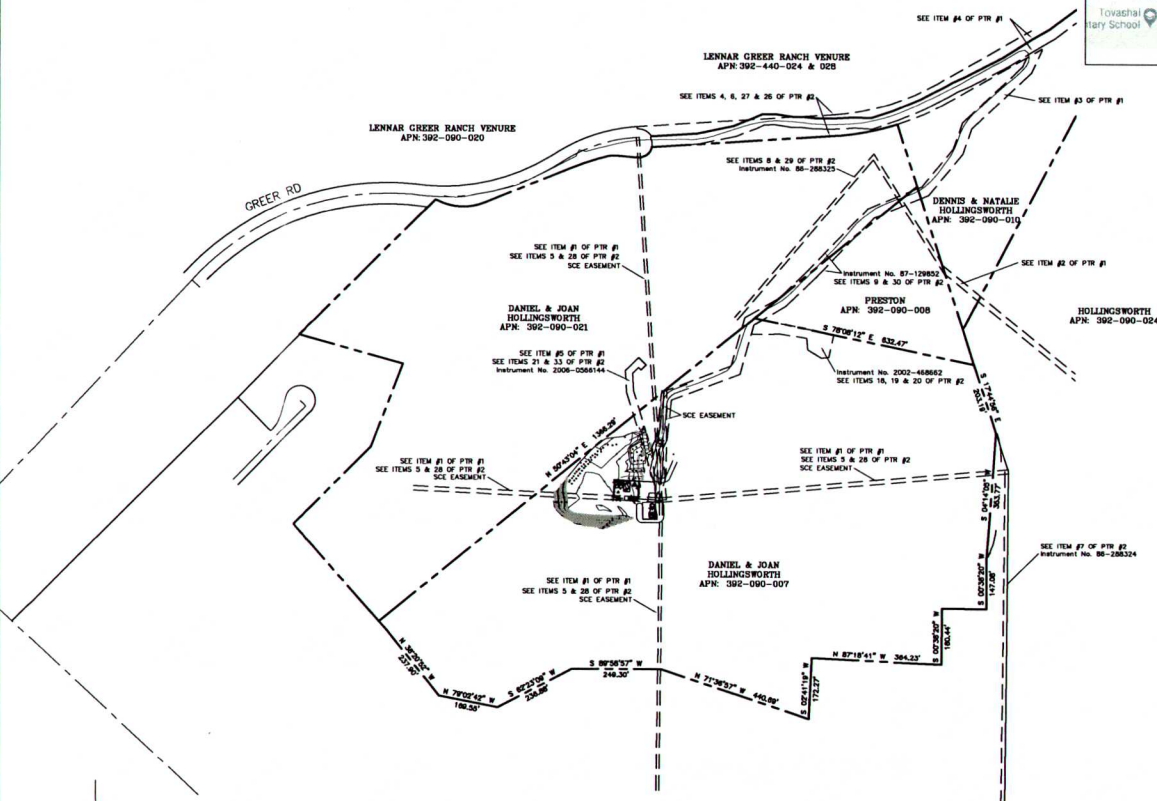
(SEE PAGE L53)

TITLE REPORT NOTES

(SEE PAGE L53)



VICINITY MAP








LEGEND

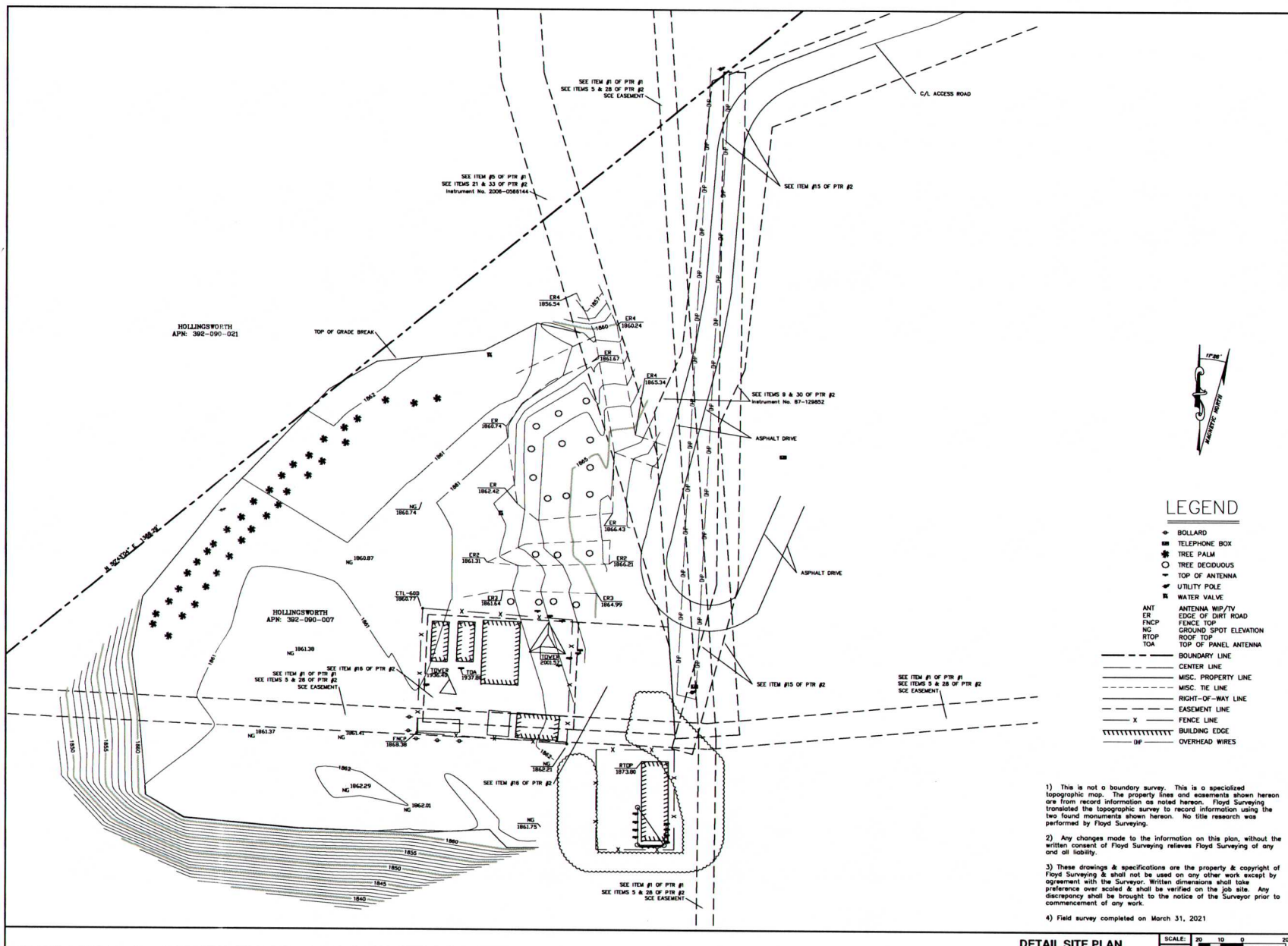
- BOLLARD
- TELEPHONE BOX
- TREE PALM
- TREE DEODUCOUS
- TOP OF ANTENNA
- UTILITY POLE
- WATER VALVE
- ANTENNA WIP/TV
- EDGE OF DIRT ROAD
- FENCE TOP
- GROUND SPOT ELEVATION
- ROOF TOP
- TOP OF PANEL ANTENNA
- BOUNDARY LINE
- CENTER LINE
- MISC. PROPERTY LINE
- MISC. TIE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- FENCE LINE
- BUILDING EDGE
- OVERHEAD WIRES

- This is not a boundary survey. This is a specialized topographic map. The property lines and easements shown hereon are from record information as noted hereon. Floyd Surveying translated the topographic survey to record information using the two found monuments shown hereon. No title research was performed by Floyd Surveying.
- Any changes made to the information on this plan, without the written consent of Floyd Surveying relieves Floyd Surveying of any and all liability.
- These drawings & specifications are the property & copyright of Floyd Surveying & shall not be used on any other work except by agreement with the Surveyor. Written dimensions shall take preference over scaled & shall be verified on the job site. Any discrepancy shall be brought to the notice of the Surveyor prior to commencement of any work.
- Field survey completed on March 31, 2021

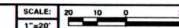
OVERALL SITE PLAN

SCALE: 1"=160'

PROJECT:			
MURRIETA PD TOWER			
PROJECT ADDRESS:			
26550 PABES ROAD MURRIETA, CA 92562 RIVERSIDE COUNTY, CALIFORNIA APN: 392-090-007			
CLIENT/OWNER:			
 Partners with Our Community			
 DIVERSIFIED COMMUNICATIONS SERVICES, INC.			
PREPARED BY:			
 DRAFTLINK			
REV	DESCRIPTION	DATE	Δ
A	ISSUED FOR 2D REVIEW	04/03/21	dof
B	TITLE REVIEW	04/27/21	dof
LICENSURE:			
			
CONSULTANT:			
 FLOYD SURVEYING 34008 GALLERON STREET TEMESCUA, CA 92552 OFFICE: (949) 200-0828 EMAIL: fsl@floydsurveying.com			
SHEET DESCRIPTION / CONTENT:			
TITLE SHEET			
TOPOGRAPHIC SURVEY			
SHEET NUMBER:			
LS1			



DETAIL SITE PLAN



PROJECT:
MURRIETA PD TOWER
PROJECT ADDRESS:
26550 PABESU ROAD MURRIETA, CA 92562 RIVERSIDE COUNTY, CALIFORNIA APN: 392-090-007
CLIENT/OWNER:



**DIVERSIFIED COMMUNICATIONS
SERVICES, INC.**

PREPARED BY:



REV	DESCRIPTION	DATE	△
A	ISSUED FOR ZD REVIEW	04/03/21	da1
B	TITLE REVIEW	04/27/21	da1

LICENSURE:



CONSULTANT:



**FLOYD
SURVEYING**
34006 GALLERON STREET
TEMECULA, CA 92592
OFFICE: (949) 200-0628
EMAIL: fsf@floydsurveying.com

SHEET DESCRIPTION / CONTENT:

TITLE SHEET

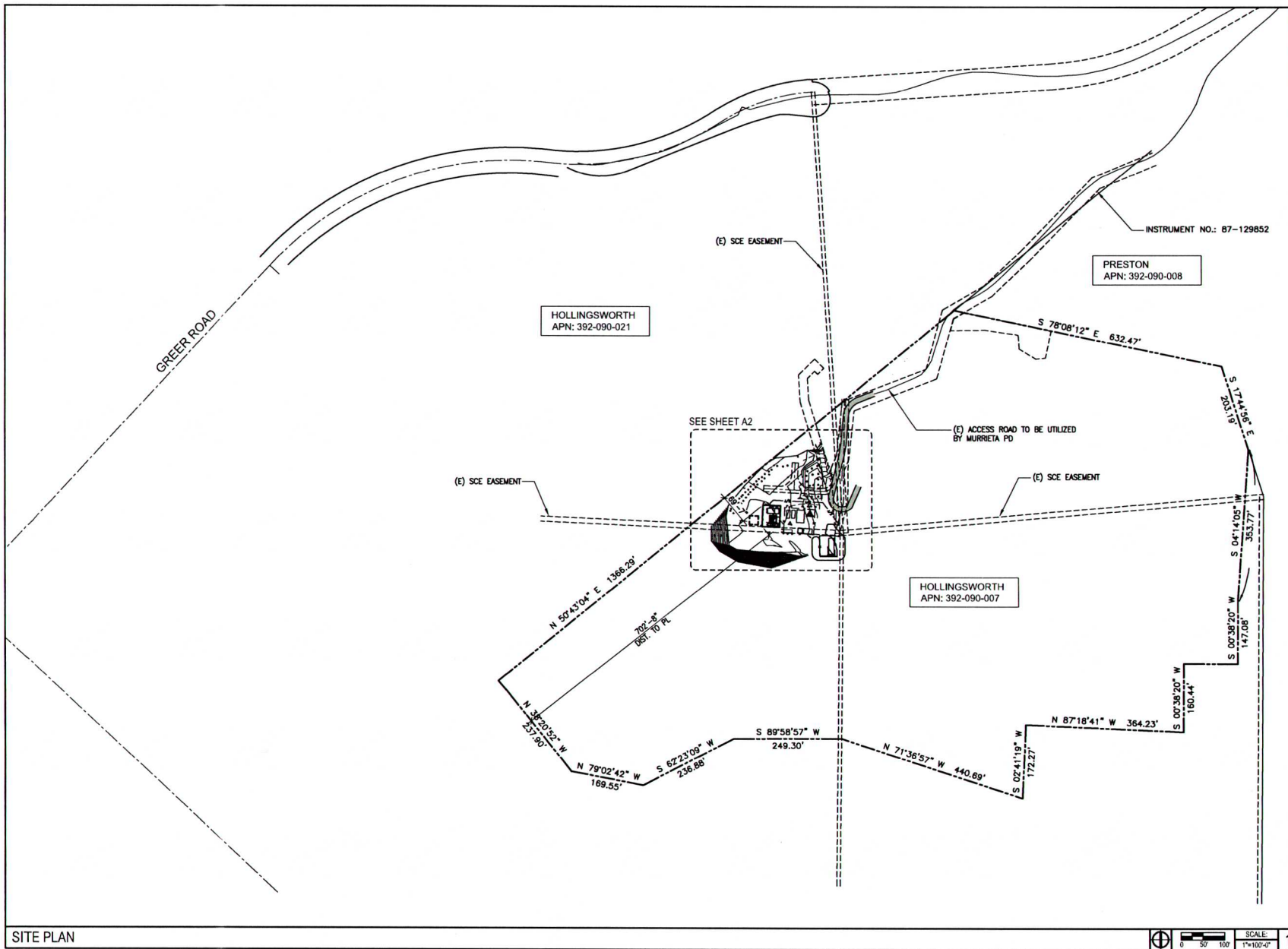
TITLE SHEET

FREE SHEET

TOPOGRAPHIC SURVEY




SHEET NUMBER:

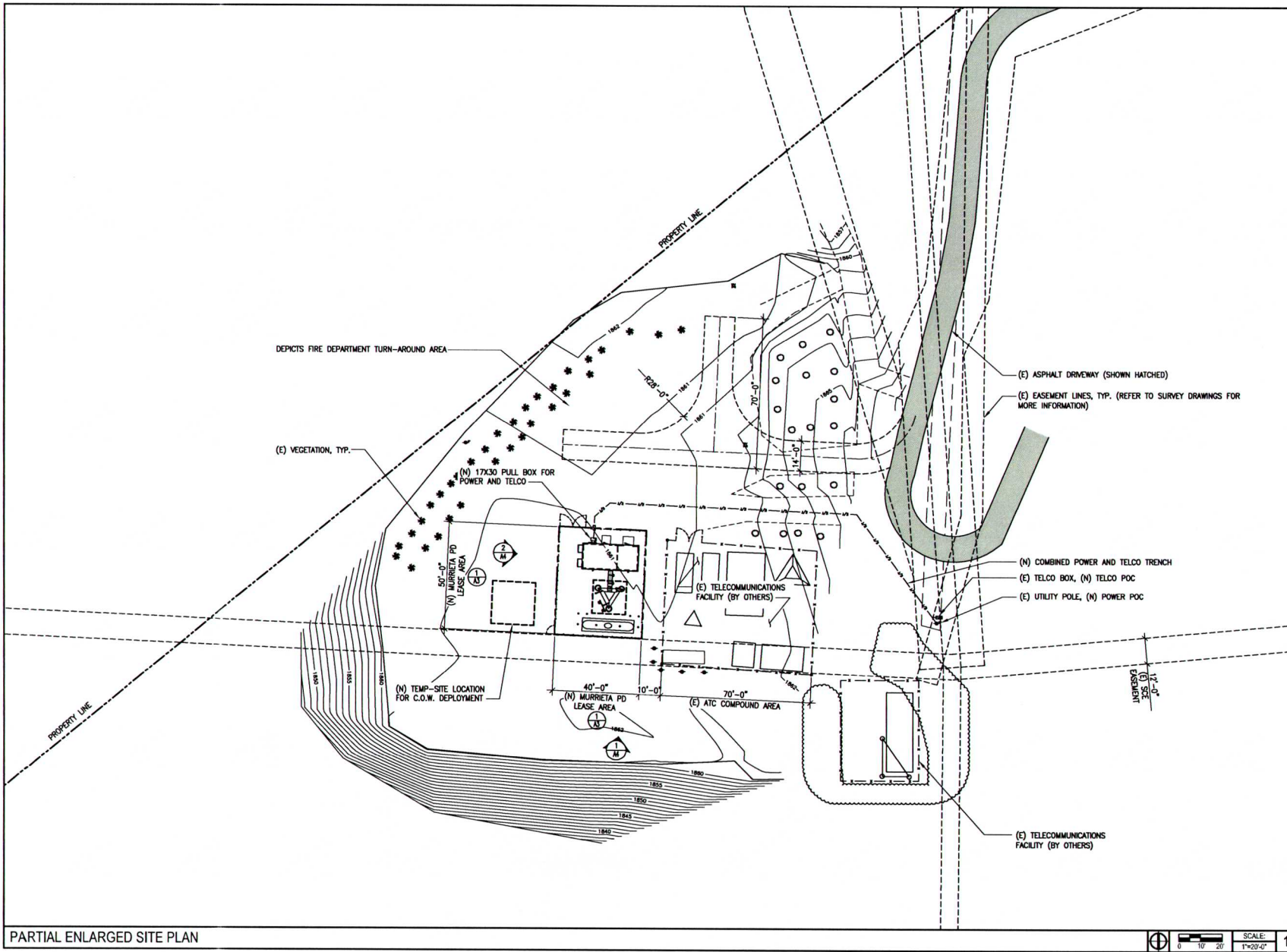
LS2






SITE PLAN

SCALE: 1"=100'-0" 1

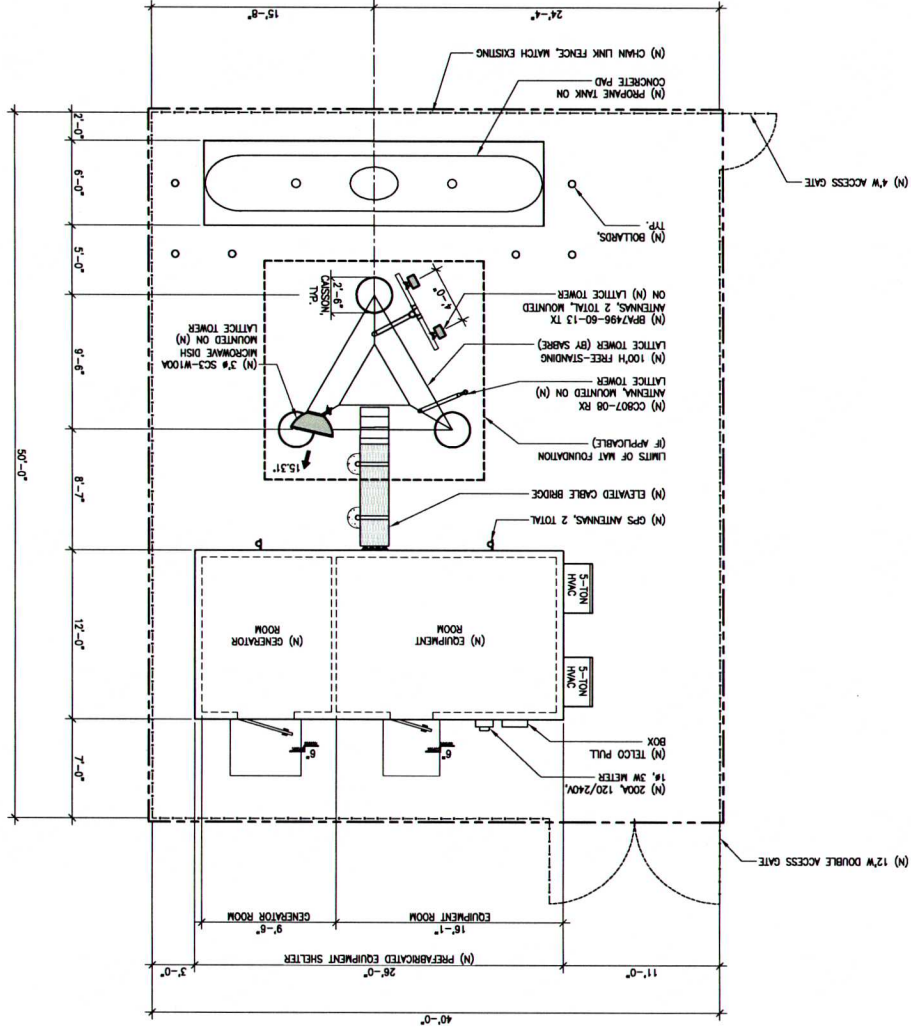
PROJECT:			
MURRIETA PD TOWER			
PROJECT ADDRESS:			
26550 PABESU ROAD MURRIETA, CA 92562 RIVERSIDE COUNTY, CALIFORNIA APN: 392-090-007			
CLIENT/OWNER:			
 Partners with Our Community  DIVERSIFIED COMMUNICATIONS SERVICES, INC.			
PREPARED BY:			
 DRAFTLINK			
REV	DESCRIPTION	DATE	Δ
A	ISSUED FOR 2D REVIEW	04/21/21	
0	ISSUED FOR 2D SUBMITTAL	05/12/21	
1	PD ACCESS	05/19/21	
LICENSURE:			
CONSULTANT:			
SHEET DESCRIPTION / CONTENT:			
SITE PLAN			
SHEET NUMBER:			
A1			



PARTIAL ENLARGED SITE PLAN

PROJECT:		
MURRIETA PD TOWER		
PROJECT ADDRESS:		
26550 PABESU ROAD MURRIETA, CA 92562 RIVERSIDE COUNTY, CALIFORNIA APH: 392-090-007		
CLIENT/OWNER:		
 Partners with Our Community  DIVERSIFIED COMMUNICATIONS SERVICES, INC.		
PREPARED BY:		
 DRAFTLINK		
REV	DESCRIPTION	DATE
A	ISSUED FOR 2D REVIEW	04/21/21
0	ISSUED FOR 2D SUBMITTAL	05/12/21
1	FD ACCESS	05/19/21
LICENSURE:		
CONSULTANT:		
SHEET DESCRIPTION / CONTENT:		
PARTIAL ENLARGED SITE PLAN		
SHEET NUMBER:		
A2		

EQUIPMENT LAYOUT PLAN



SCALE: 1"=1'-0"

1

A3

SHEET NUMBER

EQUIPMENT LAYOUT PLAN

SHEET DESCRIPTION / COMMENT

CONSULTANT

LOGSHEET

NO.	DESCRIPTION	DATE
1	FOR ACCESS	05/18/21
0	ISSUED FOR 2D SUBMITTAL	05/12/21
0	ISSUED FOR 2D REVIEW	04/21/21
0	DATE	



PREPARED BY:

DIVERSIFIED COMMUNICATIONS SERVICES, INC.



Partners with Our Community



CLIENT/OWNER

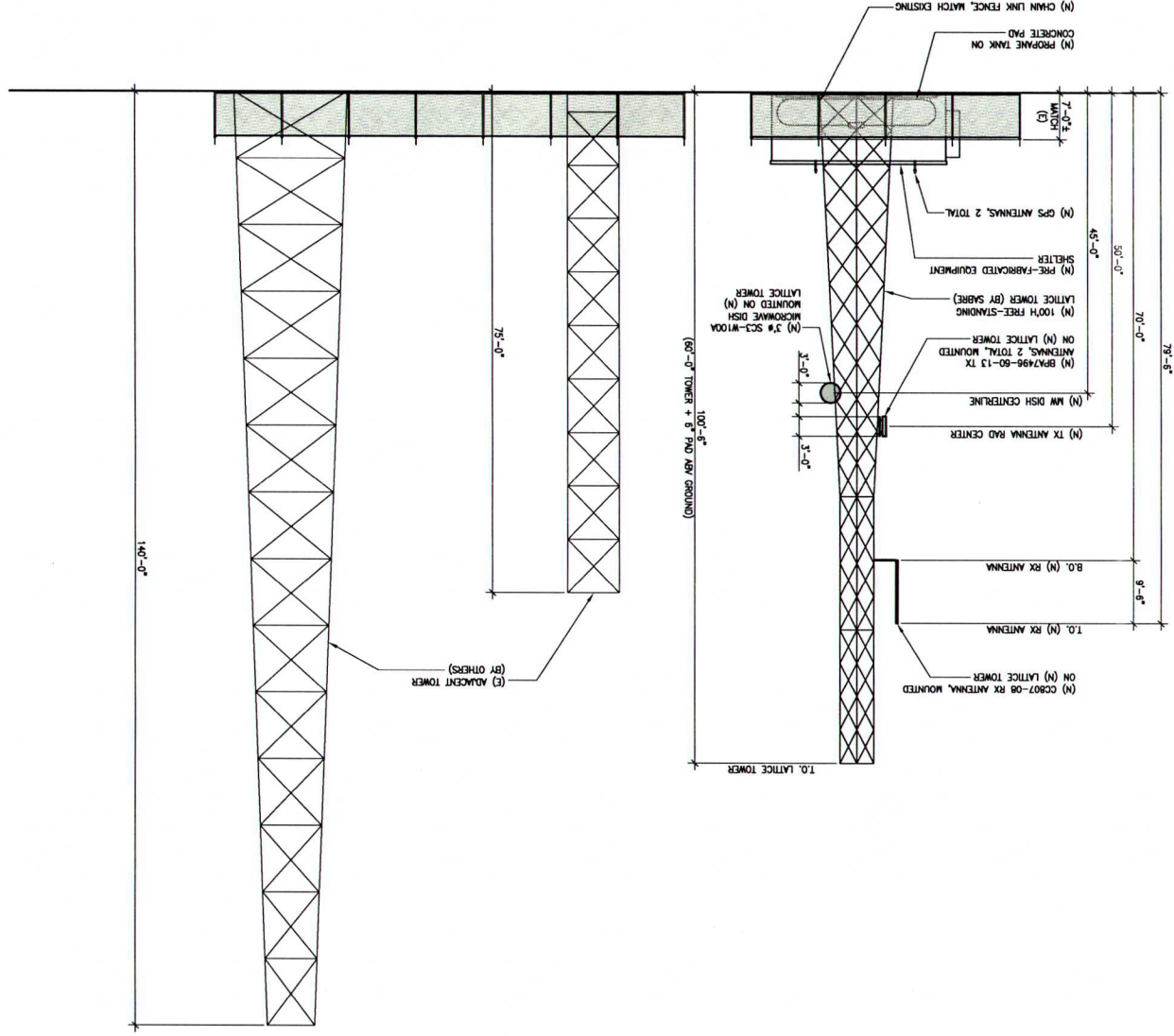
26550 PABESU ROAD
MURRELETA, CA 92562
RIVERSIDE COUNTY, CALIFORNIA
APN: 392-090-007

PROJECT NUMBER

MURRELETA PD
TOWER

PROJECT

SOUTH ELEVATION



SCALE: 1/8"=1'-0"

1

A4

SHEET NUMBER

SOUTH ELEVATION

SHEET DESCRIPTION / CONTENT:

COMMENTS:

LOGSHEET:

REV	DESCRIPTION	DATE
1	75' ADJACENT	06/19/21
0	ISSUED FOR 2D SUBMITTAL	06/12/21
A	ISSUED FOR 2D REVIEW	04/21/21



PREPARED BY:

DIVERSIFIED COMMUNICATIONS SERVICES, INC.



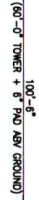
CHECKED/OWNED:

26550 PABESU ROAD
MURRIETA, CA 92562
RIVERSIDE COUNTY, CALIFORNIA
APN: 392-090-007

PROJECT ADDRESS:

MURRIETA PD
TOWER

PROJECT:



A5

SHEET DESCRIPTION / CONTENT:

UNCLASSIFIED

DRAFT LINK

PROJECT ADDRESS:

MURRIETA PD
TOWER

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA



NOTICE OF EXEMPTION

December 15, 2021

Project Name: Ground Lease Agreement with Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust, for the Hollister Public Safety Enterprise Communication System (PSEC) Site, Murrieta

Project Number: FM0417400092

Project Location: 26550 Pabesu Road, north of Hollingsworth Drive, Murrieta, California 92562 Assessor's Parcel Numbers (APNs) 392-090-021, 392-090-007

Description of Project: The PSEC user groups have evaluated the radio coverage performance across the south-western end of the County. Specifically, areas within the City of Murrieta have coverage deficiencies that impact the local police department and County agencies operations including County Fire and Sheriff. PSEC has identified the location at APNs 392-090-007 and 392-090-021, at 26550 Pabesu Road, Murrieta, that will provide significant coverage enhancement to the system. The coverage improvements will impact high density areas that include apartment buildings, major shopping centers and large neighborhoods. The removal of these coverage "dead spots" will result in increased operational support for all emergency responders and will result in greater safety of those first responders and the community in general.

The proposed site operates as an existing communications site with three wireless facilities with lattices structures approximately 150 feet in height and associated equipment to operate. The City of Murrieta has reviewed the proposed project, found the project to be categorically exempt and is issuing a Conditional Use Permit to allow for the construction, operation, and maintenance of an emergency communications facility, consisting of a 100-foot, six-inch lattice tower, associated equipment, a propane tank, and an equipment enclosure that will house a 50 KW emergency stand-by generator. The equipment and generator will be located within a seven-foot tall chain-link fenced area of approximately 2,000 square feet that will include a 12-foot by 26-foot air-conditioned enclosure.

The County is seeking approval of a Ground Lease with Daniel F. and Joan C. Hollingsworth, Trustees of the Daniel and Joan Hollingsworth Trust under Trust Agreement dated May 13, 2004 for a 10-year term with two options to extend the term, each for an additional five years. The Ground Lease is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property to allow for the installation and operation of PSEC equipment at an existing communications site; no substantial 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 15303, Class 3 New Construction or Conversion of Small Structures Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.


FEB 08 2022 3.8

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. The proposed communications facility is designed to be compatible with the on-site land uses, given the project is to be co-located adjacent to three existing communication facilities. The facility will be placed toward the southern area of the site, to be as far as possible from the residents to the north of the site and due to the need of the coverage area to the immediate west. The communications facility will be visible to motorists traveling along Clinton Keith and other streets in the vicinity, and surrounding residents will have visibility primarily to the south and to the west of the project site. The existing on-site nursery operation provides buffering and screening of the equipment enclosure given there is a large inventory of mature trees and most viewsheds are at or below the elevation of the project site. The equipment enclosure will not be visible toward surrounding viewsheds due to its smaller height, distance from roads, and screening from existing topography and vegetation. Although there will be the ability of surrounding residents to see the facility, the site contains multiple similar facilities that range in height from 75 feet to 140 feet. The proposed facility will be placed adjacent to these existing towers and will blend in given it has the same design as a lattice tower. The project is compatible with adjacent uses in terms of bulk and scale because of the co-location with existing vertical elements that are near or above the proposed height, placement within an active nursery operation, and the siting of the facility centralized away from the off-site residential areas as possible. The proposed landscaping includes on-site boxed trees to buffer and screen the equipment enclosure area will rely upon two rows of existing boxed mature trees. No significant environmental impacts are anticipated to occur with the Ground Lease Agreement.

- **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 direct effects of the project, as proposed, are limited to limited to a Ground Lease Agreement regarding an existing communications site. The indirect effects of the project would include the construction of an additional communications tower and associated equipment in proximity to the three existing towers and equipment. The new tower and equipment would be of similar or less in size and scale and would not substantially increase or expand the use of the site; use 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 15303 – Class 3 New Construction or Conversion of Small Structures Exemption:** This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure. Section 15303 exempts the installation of small equipment and facilities in small structures. The project will not impact any sensitive resources since it is proposed in an area which has been previously disturbed. The communications facility will blend in with the visual setting in the vicinity, be compatible with the existing community character, and will not result in impacts to the natural environment. The equipment will produce noise levels which will not exceed 45 dBA at the property line, due to distance and the use of minimal equipment. There is no need for lighting of the overall facility, as only a small safety light will be included as part of the equipment enclosure, and the light will be shielded downward, and only activated during maintenance operations. would be located on previously developed land, would consist of accessory structures, would not substantially increase or expand the use of the site, and would be 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 Categorical Exemption identified in Section 15303, 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 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: 12-15-2021
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Hollister PSEC Ground Lease Agreement, Murrieta

Accounting String: 524830-47220-7200400000 - FM0417400092

DATE: December 15, 2021

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: Peter Komar, Real Property Agent II, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: December 15, 2021
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 # FM0417400092**
Hollister PSEC Ground Lease Agreement, Murrieta,

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 #2600

Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file