

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



ITEM: 3.10
(ID # 18418)

MEETING DATE:
Tuesday, July 12, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the First Amendment to Ground Lease with Rancho California Water District, Assessor's Parcel Number 939-110-002, Temecula, CEQA Exempt, District 1. [\$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, Existing Facilities Exemption, and Section 15061(b)(3), Common Sense exemption;
2. Approve the attached First Amendment to Ground Lease with Rancho California Water District and authorize the Chair of the Board to execute the same on behalf of the County;

Continued on page 2

ACTION:


Rose Salgado, Director of Facilities Management 4/5/2022



Dennis Vrooman, Assistant Sheriff 4/13/2022


Aaron Gettis, Deputy County Counsel 6/16/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: FM, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of Facilities Management, or 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) working days of approval by the Board.

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: REVENUE LEASE			Budget Adjustment: No	
			For Fiscal Year: 2022/23-2026/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (Lessee) and the Rancho California Water District, a California Municipal Water District Operating under the California Water District Law (Water Code Section 34000, Et Seq.) (Lessor) entered into a Communications Site Lease dated July 21, 2009 (Lease). Lessor agreed to lease to Lessee an approximate 2,788 square foot portion of land identified by Assessor's Parcel Number 939-110-002 located at 27330 Calle Escadera, in Temecula (Leased Premises), commonly known as the Vaquero Communication PSEC Site, for the purpose of constructing, operating and maintaining a communication facility on the Leased Premises.

The Parties now desire the approval of the First Amendment to the Lease, to include a provision which will allow for a co-location with Educational Media Foundation d/b/a KLove (Licensee). In consideration for the co-location with Lessee, Licensee shall pay Lessee a pass-through fee of one hundred sixty dollars (\$160) per month (Pass-through), and Lessee shall then pay Lessor said Pass-through. Such Pass-through has a three percent (3%) annual escalation and shall be coterminous with Lessee's grant of license to Licensee and shall discontinue upon termination of said grant of license. Lessee shall provide Lessor with a thirty (30) day written notice for the termination of grant of license between Lessee and Sub-Lessee.

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), Common Sense exemption and Section 15301 Class 1, Existing Facilities Exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

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

Location: 27330 Calle Escadera, Temecula

Lessor: Rancho California Water District

Pass-Through
Fee to Rancho
California Water
District: \$160.00

Annual Rent
Increase: 3%

Utilities: Lessee pays for electric

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

Additional Fiscal Information:

All associated costs for the Pass-through fee will be fully funded by Sub-Lessee with their monthly rental payment.

ATTACHMENTS:

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

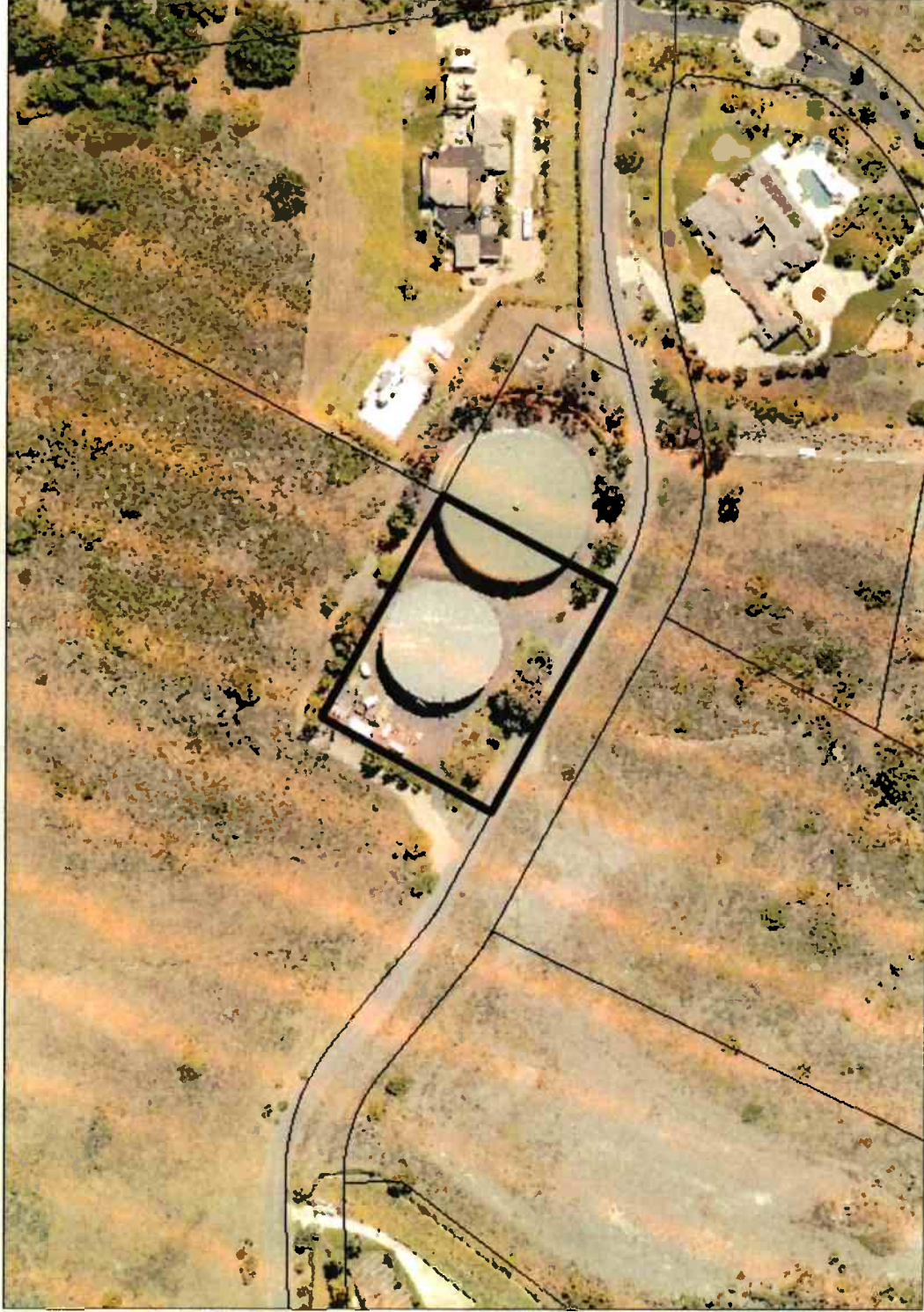
PK:sc/06142021/TM028/30.535






Meghan Hahn, Senior Management Analyst 6/30/2022

Vaquero Communication Site

27330 Calle Escadera, Temecula



Legend

-  Parcels
-  Blueline Streams
-  City Areas



0 192

385 Feet

REPORT PRINTED ON ... 3/7/2022 9:32:21 AM

© Riverside County GIS

Notes

Cell Tower facilities outlined in Black
APN 939-110-002
District 3

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE

THIS **FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE** ("First Amendment"), dated as of JUL 1 2 2022, is entered by and between the County of Riverside, a political subdivision of the State of California as "Lessee", and **RANCHO CALIFORNIA WATER DISTRICT**, A California Municipal Water District Operating under the California Water District Law (Water Code Section 34000, Et Seq.) hereinafter designated as "Lessor", sometimes collectively referred to as the "Parties".

RECITALS

A. Lessor and Lessee have entered into that certain Communications Site Lease, dated July 21, 2009 (the "Original Lease") pursuant to which Lessor agreed to lease to Lessee an approximate 2,788 square foot portion of land identified by Assessor's Parcel Number 939-110-002 ("Leased Premises") located in the County of Riverside, commonly known as the Vaquero Communication Site, for the purpose of constructing, operating and maintaining a communication facility on the Leased Premises.

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

C. The Parties now desire to amend the Lease to modify the use of the Leased Premises and to establish a pass-through fee.

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

1. USE. Section 5 of the Lease is supplemented by the following.

Notwithstanding with the above, Lessee can co-locate on its tower or equipment shelter and grant a license to Educational Media Foundation d/b/a KLove ("KLove"), As depicted in Exhibit B-1 attached hereto. In consideration for the co-location with KLove, Lessee shall pay Lessor a pass-through fee of one hundred sixty dollars (\$160) per month ("Pass-through"). Such Pass-through shall be coterminous with Lessee's grant of license to KLove and shall discontinue upon termination of said grant of license. The pass-through fee shall have a three percent (3%) annual escalation. Lessee shall provide Lessor with a thirty (30) day written notice for the termination of grant of license between Lessee and KLove.

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 provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions 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 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 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 Lessor or Lessee. Neither this First Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessor.

4. COUNTERPARTS. This First Amendment may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such First Amendment. An executed counterpart of this First Amendment transmitted by email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this First Amendment and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

[Intentionally left blank]

5. 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: 'JUL 12 2022


LESSEE:

LESSOR:

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

RANCHO CALIFORNIA WATER DISTRICT

By: 
Jeff Hewitt, Chair
Board of Supervisors

By: 
Robert Grantham
General Manager

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

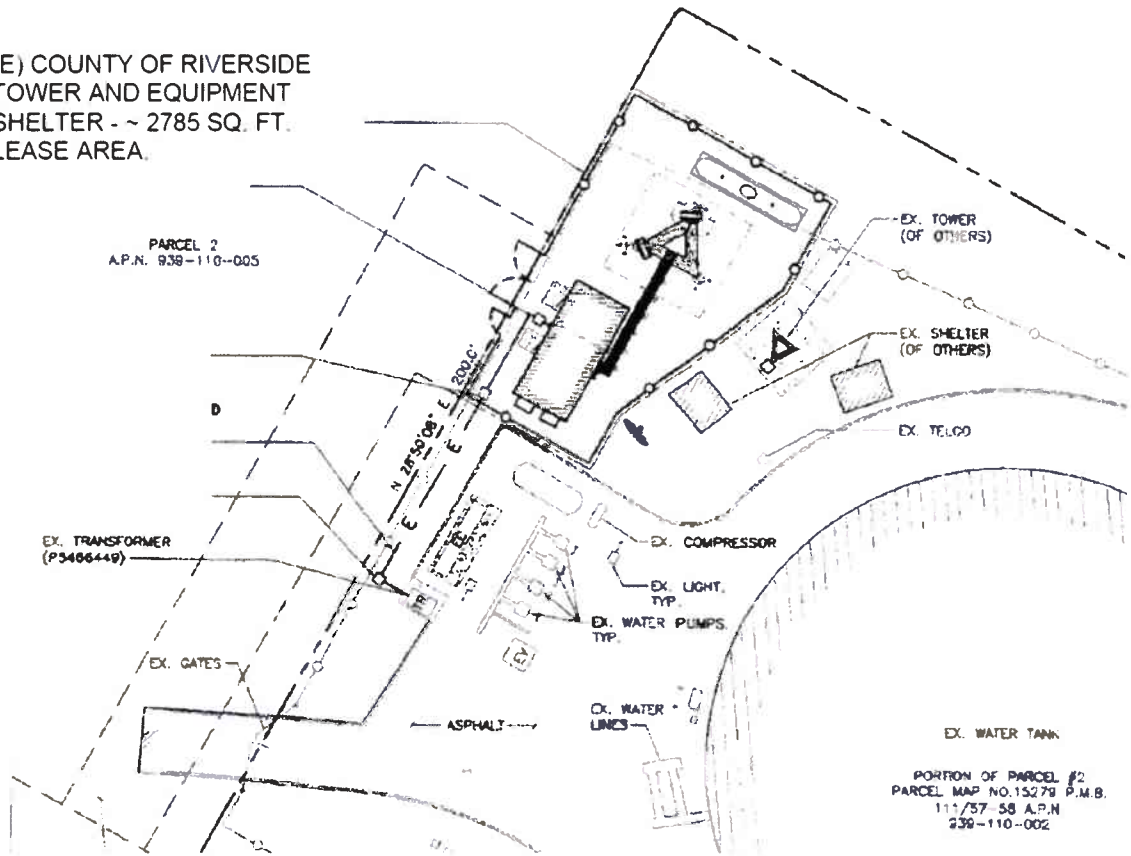
APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Ryan Yabko
Deputy County Counsel

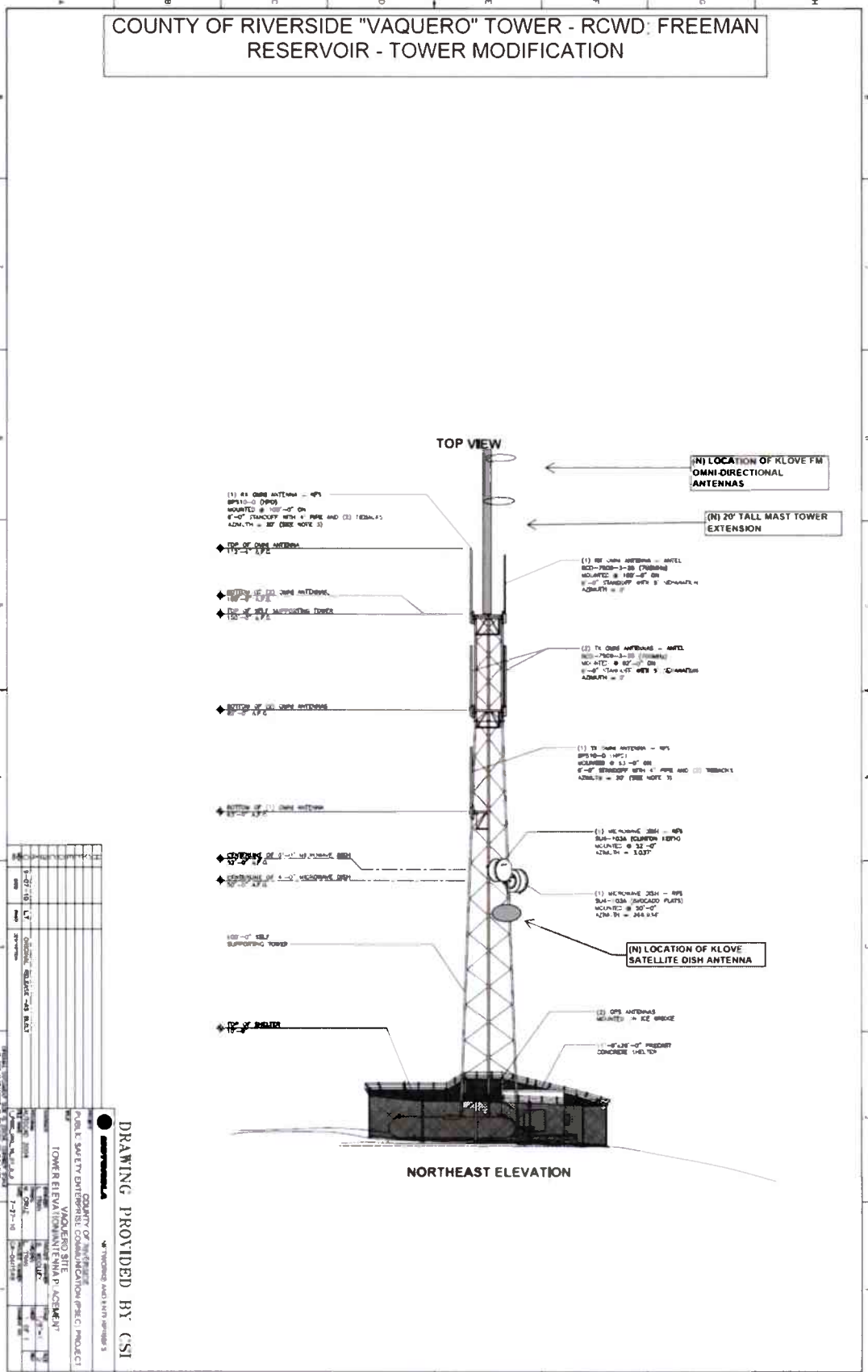
JR.dr/06142021/TM028/30.535

EXHIBIT "B-1"

(E) COUNTY OF RIVERSIDE
TOWER AND EQUIPMENT
SHELTER - ~ 2785 SQ. FT.
LEASE AREA.



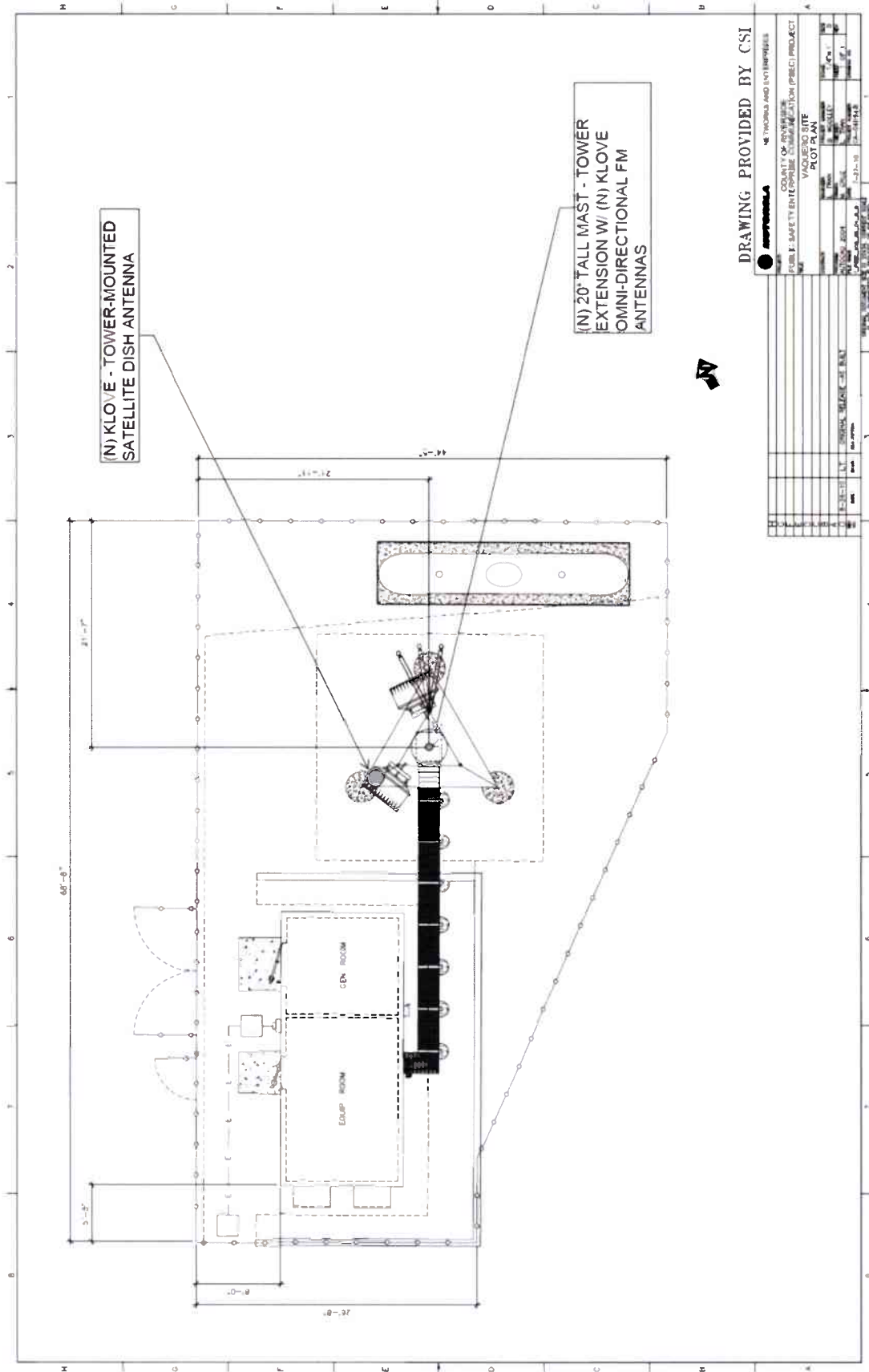
COUNTY OF RIVERSIDE "VAQUERO" TOWER - RCWD: FREEMAN RESERVOIR - TOWER MODIFICATION



NO.	DATE	DESCRIPTION
1	7-27-10	ISSUED FOR PERMITTING
2	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
3	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
4	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
5	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
6	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
7	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
8	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
9	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION
10	12-1-10	REVISED TO ADD 10' TALL MAST TOWER EXTENSION

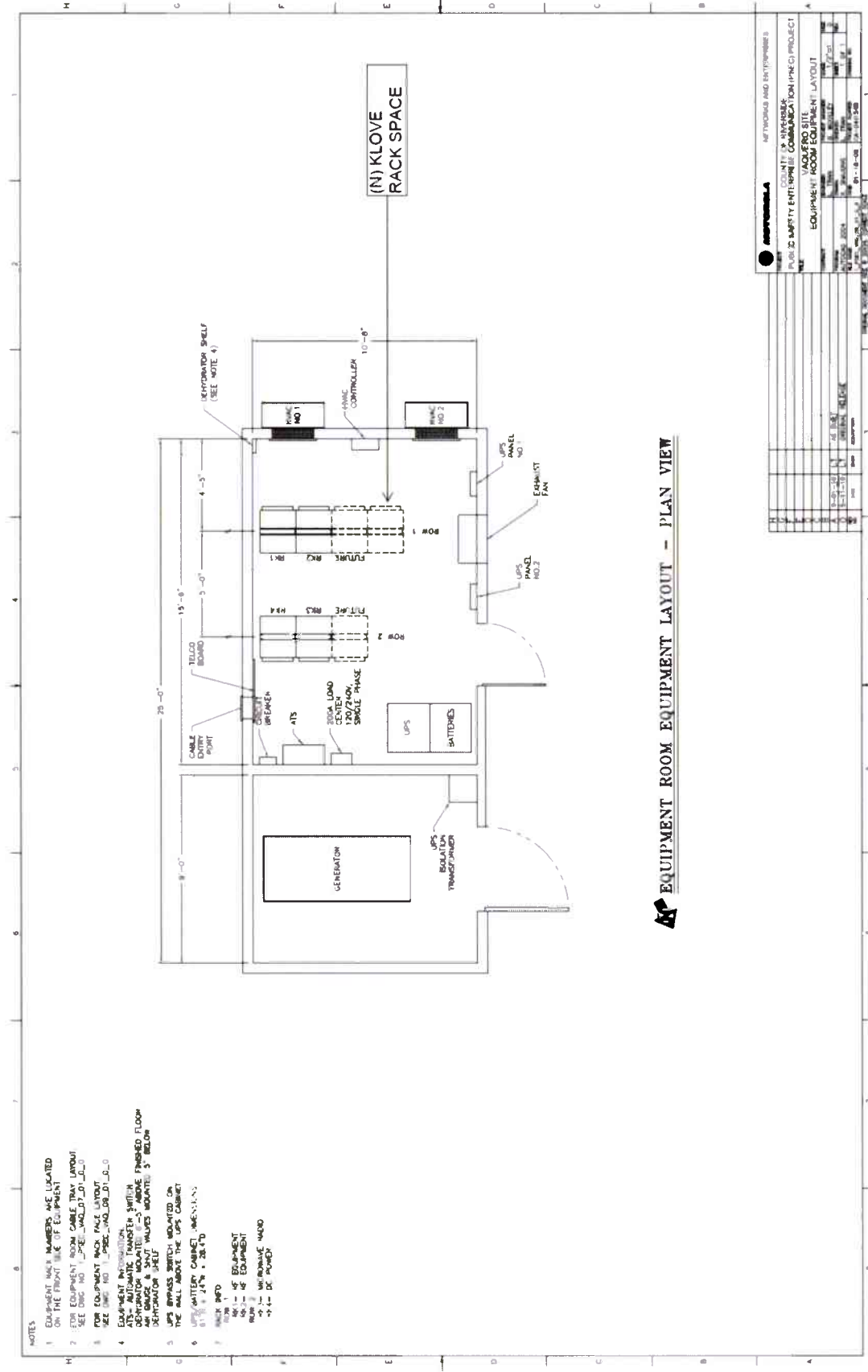
DRAWING PROVIDED BY CSI

COUNTY OF RIVERSIDE
 PUBLIC SAFETY DIVISION
 VIOLATION SITE
 TOWER EVALUATION/EMAP AGREEMENT



DRAWING PROVIDED BY CSI

COUNTY OF BROWARD PUBLIC SAFETY EMERGENCY COMMUNICATION PROJECT VENDOR NAME PROJECT NAME	
DATE	2-21-18
SCALE	AS SHOWN
DESIGNED BY	CS
CHECKED BY	CS
APPROVED BY	CS



- NOTES**
- EQUIPMENT MARK NUMBERS ARE LOCATED ON THE FRONT SIDE OF EQUIPMENT
 - FOR EQUIPMENT ROOM CABLE TRAY LAYOUT SEE DWG. NO. [unclear]
 - FOR EQUIPMENT RACK PANEL LAYOUT SEE DWG. NO. [unclear]
 - EQUIPMENT INFORMATION: WITH ALL INFORMATION PROVIDED IN THIS DRAWING, THE CONTRACTOR SHALL MAKE FINISHED FLOOR AS SHOWN AND SHALL MAKE FINISHED FLOOR DEFORMATION SHELF MOUNTED 5" BELOW THE WALL ABOVE THE UPS CABINET.
 - UPS CABINET SHALL BE MOUNTED ON THE WALL ABOVE THE UPS CABINET.
 - UPS CABINET SHALL BE MOUNTED ON THE WALL ABOVE THE UPS CABINET.
 - MARKING:
 - NO. 1 - OF EQUIPMENT
 - NO. 2 - OF EQUIPMENT
 - NO. 3 - UNIFORM MOUNT
 - NO. 4 - POINT

EQUIPMENT ROOM EQUIPMENT LAYOUT - PLAN VIEW

NETWORKS AND ENTERTAINMENT	
COUNTY OF KANSAS	
PUBLIC SAFETY ENTERPRISE COMMUNICATION (PKC) PROJECT	
EQUIPMENT ROOM EQUIPMENT LAYOUT	
VAUGHN SITE	
DATE	01-18-16
BY	[unclear]
CHECKED BY	[unclear]
DATE	01-18-16
CHECKED BY	[unclear]
DATE	01-18-16
CHECKED BY	[unclear]
DATE	01-18-16
CHECKED BY	[unclear]
DATE	01-18-16
CHECKED BY	[unclear]
DATE	01-18-16
CHECKED BY	[unclear]
DATE	01-18-16
CHECKED BY	[unclear]

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

FOR COUNTY CLERK USE ONLY

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

7/12/22 [Signature]
Date Initial

NOTICE OF EXEMPTION

March 15, 2022

Project Name: First Amendment to Ground Lease Agreement with Rancho California Water District for the Vaquero Public Safety Enterprise Communication System (PSEC) Site, Temecula

Project Number: FM0417400092

Project Location: 27330 Calle Escadera, east of Via Barranca, Temecula, California 92590 Assessor's Parcel Number (APN) 939-110-002

Description of Project: The County of Riverside (Lessee) and the Rancho California Water District (Lessor) entered into a Communications Site Lease dated July 21, 2009 (Original Lease). Lessor agreed to lease an approximately 2,788-square foot portion of land identified by Assessor's Parcel Number 939-110-002 (Leased Premises) located at 27330 Calle Escadera, Temecula, commonly known as the Vaquero PSEC Site, for the purpose of constructing, operating and maintaining a communication facility on the Leased Premises.

The Parties now desire the approval of an amendment to the Lease, to include a provision which will allow for a colocation with Educational Media Foundation d/b/a KLove (Licensee). In consideration for the co-location with Lessee, Licensee shall pay Lessee a pass-through fee of one hundred sixty dollars (\$160) per month (Pass-through), and Lessee shall then pay Lessor. Such Pass-through shall be coterminous with Lessee's grant of license to Licensee and shall discontinue upon termination of said grant of license. Lessee shall provide Lessor with a 30-day written notice for the termination of grant of license between Lessee and Sub-Lessee.

The First Amendment to 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 continued use of communications 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.

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 amendment to the Lease which includes the operation of 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 direct effects of the project, as proposed, are limited to limited to an amendment to a Ground Lease Agreement regarding an existing communications site. The indirect effects of the project would include the installation of additional communications equipment to allow KLove to share use of the communication site. The additional 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 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 Ground Lease Agreement will not result in any direct or indirect physical environmental impacts. The change would result in additional communications equipment on an existing tower, the use and operation of the facility will be substantially similar to the existing use, and no new environmental impacts to the surrounding area will 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:** 3-15-2022
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 Vaquero PSEC Ground Lease Agreement, Temecula

Accounting String: 524830-47220-7200400000 - FM0417400092

DATE: March 15, 2022

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: March 15, 2022
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**
First Amendment to Vaquero PSEC Ground Lease Agreement, Temecula

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



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 22-265025

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202200650
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	ECDEV	
Account Name	ECDEV - ECONOMIC DEVELOPMENT-FACILITIES MGMT	
Customer Name	MIKE SULLIVAN	
Balance	\$18,518.50	
Comment	955-8009	



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER: 22-265025
STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY FACILITIES MANAGEMENT	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 07/14/2022
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202200650	

PROJECT TITLE
 FIRST AMENDMENT TO GROUND LEASE AGREEMENT WITH RANCHO CALIFORNIA WATER DISTRICT FOR THE VAQUERO PSEC SITE, TEMECULA

PROJECT APPLICANT NAME RIVERSIDE COUNTY FACILITIES MANAGEMENT	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER 955-8009
PROJECT APPLICANT ADDRESS 3131 MISSION INN AVENUE ,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92507

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$3,539.25 \$ _____
- Mitigated/Negative Declaration (MND)(ND) \$2,548.00 \$ _____
- Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,203.25 \$ _____
- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____
- County documentary handling fee \$ _____ \$50.00
- Other \$ _____


PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE X <i>J. Vallejo</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy
---	---

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

<small>FOR COUNTY CLERK USE ONLY</small>		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202200650		
07/14/2022 09:20 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

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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.

JUL 12 2022 3.10

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 amendment to the Lease which includes the operation of 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 direct effects of the project, as proposed, are limited to limited to an amendment to a Ground Lease Agreement regarding an existing communications site. The indirect effects of the project would include the installation of additional communications equipment to allow KLove to share use of the communication site. The additional 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 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 Ground Lease Agreement will not result in any direct or indirect physical environmental impacts. The change would result in additional communications equipment on an existing tower, the use and operation of the facility will be substantially similar to the existing use, and no new environmental impacts to the surrounding area will 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: 3-15-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management