

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.15
(MT 22550)

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Board of Supervisors Facilities Management-Real Estate, Approval of the Second Amendment to Communications Site Sublease Agreement with Los Angeles SMSA Limited Partnership, dba Verizon Wireless, for the Nandina Communication Site, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061 (b)(3); District 1, is continued to Tuesday, August 1, 2023, at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 18, 2023, of Supervisors Minutes.

(seal) WITNESS my hand and the seal of the Board of Supervisors
Dated: July 18, 2023
Kimberly A. Rector, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: Cindy Jandz Deputy

AGENDA NO.
3.15

xc: FM-RE, COB

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



ITEM: 3.15
(ID # 22550)

MEETING DATE:

Tuesday, July 18, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Second Amendment to Communications Site Sublease Agreement with Los Angeles SMSA Limited Partnership, dba Verizon Wireless, for the Nandina Communication Site, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061 (b)(3); 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, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Second Amendment to Communication Site Sublease Agreement with Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless, 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) working days of approval by the Board.

ACTION:


Rose Salgado, Director of Facilities Management 7/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

**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 Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 24, 2012, per M.O. 3.19, the County of Riverside approved a Communications Site Sublease Agreement (Agreement) with Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless (Verizon), located near the shooting range at the Ben Clark Training Center (Property). Verizon ground leases approximately 800 square feet for their communication tower and related equipment.

On April 12, 2016, per M.O. 3.10, a First Amendment to Communication Site Sublease Agreement was approved to allow Verizon to make modifications to its equipment on the Property and correct the legal description. In early 2022, Verizon requested this Second Amendment to sublease out tower space to additional subtenants, which will generate additional revenue for the County since it receives 50% of the income generated through the Agreement. In return for this increased subtenant rent, the County will grant Verizon a concession on their ground rent and annual escalation.

Facilities Management (FM-RE) negotiated a Second Amendment to Communication Site Sublease Agreement (Second Amendment) with Verizon to (i) reduce rent by two percent (2%) on April 1, 2024, and (ii) update the noticing, taxes, and estoppel rights.

A summary of the Second Amendment is as follows:

Sublessee: Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless

Premises Location: Assessor's Parcel No. 295-020-005; 17425 Ferguson Ave, Riverside

Size: 800 square feet of ground space for Telecommunications Facility

	<u>Current</u>	<u>Amended</u>
Term:	Expires March 31, 2027	No change

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

Option to Extend:	Three (3), five (5) year renewals	No change
Rent:	\$2,906.90 per month	\$ 2,180.17 per month, commencing on April 1, 2024
Annual Increase:	Three percent (3%)	Two percent (2%)

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

California Environmental Quality Act

The Second Amendment has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption and Section 15301, Class - 1 Existing Facility 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.

Impact on Residents and Businesses

The negotiated revenue from this facility will continue to help fund and pay for public safety communications which will benefit both businesses and residents alike.

Additional Fiscal Information

Facilities Management will receive a one-time payment of \$2,000 from the Sublessee upon full execution of the Second Amendment. Any costs associated with this transaction shall be paid for by the applicant.

ATTACHMENTS:

- Los Angeles SMSA dba Wireless Second Amendment
- Aerial
- NOE Nandina Comm Site Sublease 2nd Amend 4-12-23

SC:sc/04102023/MV120/30.XXX


Veronica Santillan, Principal Management Analyst 7/13/2023

THE SECOND AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT

This Second Amendment to Communications Site Sublease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **County of Riverside, a political subdivision of the State of California, ("County" or "Sublessor")** and **Los Angeles SMSA Limited Partnership, a California Limited Partnership d/b/a Verizon Wireless, ("Sublessee")** (Sublessor and Sublessee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, the County and the County of Riverside Asset Leasing Corporation ("**CORAL**") have entered into that certain Lease dated April 1, 2005, pursuant to which the County has agreed to lease to CORAL, and CORAL has agreed to lease from the County, certain real property located at 17425 Ferguson Avenue, Riverside, California, and identified as Assessor's Parcel Nos. 294-110-005, 295-020-005 and 295-020-008 in the County Assessor's Office of Riverside County, California (the "**Property**"), as described on Exhibit "A", attached hereto and by this reference incorporated herein. CORAL and the County have also entered into that certain Sublease and Option to Purchase dated April 1, 2005, pursuant to which CORAL has agreed to sublease to the County, and the County has agreed to sublease from CORAL, the Property.

WHEREAS, the County and Sublessee have entered into that certain Communications Site Sublease Agreement dated February 27, 2012 (the "**Original Sublease**"), as amended by that certain The First Amendment to Communications Site Sublease Agreement dated April 12, 2016, to correct the legal description and to allow Sublessee to make modifications to the existing communications equipment (the "**First Amendment**") pursuant to which the County has agreed to sublease to Sublessee, and Sublessee has agreed to sublease from the County, a portion of the Property, as more particularly described in the Sublease (the "**Premises**"), which Premises are also described on Exhibit A;

WHEREAS, the Original Sublease, First Amendment, and this Second Amendment, are collectively referred to herein as the "**Sublease**".

WHEREAS, Sublessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Premises, from Sublessee, all as more particularly described therein.

WHEREAS, Sublessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Sublessee, all as more particularly set forth in the POA.

WHEREAS, Sublessor and Sublessee desire to amend the terms of the Sublease to otherwise modify the Sublease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Sublessee shall pay to Sublessor a one-time payment in the amount of **Two Thousand and 00/100 Dollars (\$2,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Sublessee's receipt of this Amendment executed by Sublessor, on or before December 31, 2023; (b) Sublessee's confirmation that Sublessor's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Sublessor's ownership; and (c) Sublessee's receipt of any documents and other items reasonably requested by Sublessee in order to

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Sublessee to Sublessor is hereby reduced to **Two Thousand One Hundred Eighty and 17/100 Dollars (\$2,180.17)** per month (the "**Rent**"). Commencing on April 1, 2024, and on each successive annual anniversary thereof, Rent due under the Sublease, as amended hereby, shall increase by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, and with prior written notice to Sublessor, Sublessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Sublease, all Rent and any other payments expressly required to be paid by Sublessee to Sublessor under the Sublease and this Amendment shall be paid to **County of Riverside**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Sublease are hereby null and void and are of no further force and effect.
3. **Acknowledgments.** Except as modified herein, the Sublease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Sublease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Sublease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Sublessor hereby acknowledges and agrees that Sublessee shall require Sublessor's consent for subleasing and licensing to additional customers, and for assigning all or any portion of Sublessee's interest in the Sublease. Provided Sublessee shall not require Sublessor's consent but shall provide prior written notice to Sublessor for any future activities at or uses of the Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Premises, as modified by this Amendment. Sublessee and Sublessee's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Premises from a public right of way. Upon request by Sublessee and at Sublessee's sole cost and expense but without additional consideration owed to Sublessor, Sublessor hereby consents to, and agrees to promptly execute and return to Sublessee building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Premises, as required for the use of the Premises by Sublessee and/or Sublessee's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Sublessor Statements.** Sublessor hereby represents and warrants to Sublessee that: (i) to the extent applicable, Sublessor is duly organized, validly existing, and in good standing in the jurisdiction in which Sublessor was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Sublessor has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Sublessor, have the authority to enter into and deliver this Amendment on behalf of Sublessor; (iii) no other consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Sublessor of this Amendment; (iv) Sublessor is the sole owner of the Premises and all other portions of the Property; (v) to

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

the best of Sublessor's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Premises or any other portion of the Property which do or could (now or any time in the future) adversely impact, limit, and/or impair Sublessee's rights under the Sublease, as amended and modified by this Amendment; (vi) so long as Sublessee performs its obligations under the Sublease, Sublessee shall peaceably and quietly have, hold and enjoy the Premises, and Sublessor shall not act or permit any third person to act in any manner which would interfere with or disrupt Sublessee's business or frustrate Sublessee or Sublessee's customers' use of the Premises and (vii) the square footage of the Premises is the greater of Sublessee's existing improvements on the Property or the land area conveyed to Sublessee under the Sublease. The representations and warranties of Sublessor made in this Section shall survive the execution and delivery of this Amendment.

5. **Notices.** The Parties acknowledge and agree that the notice information contained in Section 19 of the Sublease is hereby deleted in its entirety and is of no further force and effect, and is hereby replaced with the following language:

From and after the Effective Date the notice address and requirements of the Sublease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Sublessor at: 3450 14th Street, Suite 200, Riverside, CA 92501; To Sublessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

7. **Sublessee's Securitization Rights; Estoppel.** Upon Sublessor's initial review and approval, Sublessor will not unreasonably withhold consent to the granting by Sublessee and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Sublessee's (or American Tower's) interest in this Sublease, as amended, and all of Sublessee's (or American Tower's) property and fixtures attached to and lying within the Premises and further consents to the exercise by Sublessee's (or American Tower's) mortgagee ("**Sublessee's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Upon such consent, Sublessor shall recognize the holder of any such Security Interest of which Sublessor is given prior written notice (any such holder, a "**Holder**") as "Sublessee" hereunder in the event a Holder succeeds to the interest of Sublessee and/or American Tower hereunder

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

by the exercise of such remedies. Sublessor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Sublessee, American Tower or Holder.

8. **Taxes.** The Parties acknowledge and agree that Section 8 of the Original Sublease is hereby deleted in its entirety and is of no further force and effect, and is hereby replaced with the following language:

From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Sublease, as modified by this Amendment, Sublessee shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Sublessee's improvements on the Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Sublessee. Sublessee hereby agrees to reimburse Sublessor for any Applicable Taxes billed directly to Sublessor (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Sublessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Sublessee) of any Applicable Taxes along with proof of payment of the same by Sublessor. Sublessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Sublessor Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Sublessee from time to time. Subject to the requirements set forth in this Section, Sublessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Sublessor. Anything to the contrary notwithstanding, Sublessor is only eligible for reimbursement if Sublessor requests reimbursement within one (1) year after the date such taxes became due. Additionally, Sublessor shall not be entitled to reimbursement for any costs associated with an increase in the value of Sublessor's real property calculated based on any monetary consideration paid from Sublessee to Sublessor. If Sublessor fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Property, Sublessee shall have the right, but not the obligation, to pay such taxes on Sublessor's behalf and: (i) deduct the full amount of any such taxes paid by Sublessee on Sublessor's behalf from any future payments required to be made by Sublessee to Sublessor hereunder; (ii) demand reimbursement from Sublessor, which reimbursement payment Sublessor shall make within thirty (30) days of such demand by Sublessee; and/or (iii) collect from Sublessor any such tax payments made by Sublessee on Sublessor's behalf by any lawful means.

9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Sublease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Sublease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Sublease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

DSE

SUBLESSOR:

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

By: _____
Kevin Jeffries, Chair, Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

By: _____
Ryan Yabko
Deputy County Counsel

[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

DSE

SUBLESSEE:

**Los Angeles SMSA Limited Partnership,
a California Limited Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company,
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

DSE

EXHIBIT A

This Exhibit A may be replaced at Sublessee's option as described below

PROPERTY

Sublessee shall have the right to replace this description with a description obtained from Sublessor's deed (or deeds) that include the land area encompassed by the Sublease and Sublessee's improvements thereon.

The Property consists of the entire legal taxable lot owned by Sublessor as described in a deed (or deeds) to Sublessor of which the Premises is a part thereof with such Property being described below.

All that certain real property situated in the County of Riverside, State of California, described as follows:

All those portions of Lots 103, 104, and 105 in the Alessandro Tract, as per Plat recorded in Book 6, Page 13 of Maps, records of San Bernardino County and those portions of Lots 1 through 7, inclusive, and Lots 10 through 24, inclusive, Lots 31 through 38, inclusive, together with those portions of vacated Mariposa Avenue, Mead Street, Boulder Avenue, Alexander Street and Elsinore Road which would pass by operation of law, all within Upton Acres No. 2, as per Plat recorded in Book 14 of Maps, Page 14, records of Riverside County, and being within Sections 27, 28, 33 and 34, Township 3 South, Range 4 West, San Bernardino Base and Meridian, according to the Official Plat thereof, all of said land being in the County of Riverside, State of California, described as a whole as follows:

Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14, of Maps, records of the recorder of Riverside County, California:

Thence along said centerline of Nandina Avenue North $89^{\circ} 42' 58''$ West, a distance of 2662.74 feet to the centerline intersection of Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North $00^{\circ} 57' 39''$ East, a distance of 30.00 feet to a point of intersection with the Northerly right-of-way line of said Nandina Avenue, said point also being the true point of beginning;
Thence continuing North $00^{\circ} 57' 39''$ East, a distance of 1417.44 feet;
Thence South $89^{\circ} 02' 21''$ East, a distance of 1637.31 feet;
Thence North $00^{\circ} 53' 25''$ East, a distance of 1351.88 feet;
Thence South $88^{\circ} 51' 43''$ East, a distance of 1164.96 feet to a point of intersection with the West line of Parcel Map 22504, filed in Book 151, Pages 63 and 64 of Parcel Maps, records of the recorder of Riverside County, California;
Thence along said West line North $00^{\circ} 53' 58''$ East, a distance of 1443.48 feet;
Thence leaving said West line North $89^{\circ} 05' 31''$ West, a distance of 440.96 feet;
Thence North $00^{\circ} 49' 44''$ East, a distance of 387.80 feet;
Thence North $89^{\circ} 10' 16''$ West, a distance of 3268.11 feet;
Thence South $00^{\circ} 49' 44''$ West, a distance of 1720.00 feet;
Thence North $89^{\circ} 10' 15''$ West, a distance of 1740.00 feet to a point of intersection with the Easterly right-of-way line of Barton Road (44.00 feet half width) per document recorded September 22, 1972 as Instrument No. 127557, records of said recorder;
Thence along said Easterly right-of-way line South $00^{\circ} 37' 32''$ West, a distance of 230.02 feet to an angle point in said right-of-way line;
Thence continuing along said right-of-way line South $00^{\circ} 26' 27''$ West, a distance of 2615.30 feet to a point of intersection with a line being 30.00 feet

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

DSE

EXHIBIT A (Continued)

North of and measured at right angles to the North line of the Southwest One-Quarter of said Section 33;
Thence South 89° 41' 53" East, on a line 30.00 feet Northerly of and parallel with said North line of the Southwest One-Quarter, a distance of 2621.72 feet to an angle point in said line;
Thence continuing on said parallel line South 89° 42' 57" East, a distance of 0.35 feet to the true point of beginning.

Excepting therefrom that portion of land lying in Section 28, Township 3 South, Range 4 West, San Bernardino Base and Meridian, known as Building 3404, and being more particularly described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14 of Maps, records of the recorder of Riverside County, California;

Thence along said centerline of Nandina Avenue, North 89° 42' 58" West, a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide);

Thence North 00° 57' 39" East, a distance of 1447.44 feet;

Thence South 89° 02' 21" East, a distance of 745.33 feet;

Thence North 00° 57' 39" East, a distance of 2475.51 feet;

Thence North 00° 53' 27" East, a distance of 114.32.00 feet;

Thence North 89° 06' 33" West, a distance of 40.65 feet to the true point of beginning;

Thence North 44° 20' 00" West, a distance of 32.00 feet;

Thence South 45° 40' 00" West, a distance of 79.00 feet;

Thence South 44° 20' 00" East, a distance of 32.00 feet;

Thence North 45° 40' 00" East, a distance of 79.00 feet to the true point of beginning.

Also Excepting therefrom reserving unto the grantor all oil, gas and other mineral resources of any kind or nature in the mineral estate of the property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the property as reserved in the deeds from the United States of America, recorded December 21, 1999 as Instrument No. 99-550370 and recorded January 6, 2000 as Instrument No. 2000-6655 both of Official Records.

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

DSE

EXHIBIT A (Continued)

PREMISES

Sublessee shall have the right to replace this description with a description obtained from the Sublease or from a description obtained from an as-built survey conducted by Sublessee.

The Premises consists of that portion of the Property as defined in the Sublease which shall include access and utilities easements. The square footage of the Premises shall be the greater of: (i) the land area conveyed to Sublessee in the Sublease; (ii) Sublessee's (and Sublessee's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

THAT PORTION OF LAND SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE LAND CONVEYED TO THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY QUITCLAIM DEEDS RECORDED DECEMBER 21, 1999, AS INSTRUMENT No. 1999-550370 AND JANUARY 6, 2000, AS INSTRUMENT No. 2000-006655, BOTH OF OFFICIAL RECORDS, LYING WITHIN THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M.

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., AND THE NORTHERLY RIGHT-OF-WAY LINE OF NANDINA AVENUE (60.00 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°41'53" WEST, A DISTANCE OF 302.98 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°18'07" EAST, 496.63 FEET; THENCE NORTH 60°00'57" WEST, 7.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°00'57" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 29°59'03" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 60°00'57" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 29°59'03" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,500 SQUARE FEET OR 0.03 ACRES

THE BASIS OF BEARINGS FOR THIS PROJECT, NORTH 89°41'53" WEST, BEING THE CENTERLINE OF NANDINA AVENUE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 108, PAGE 9 OF SURVEYS IN THE RIVERSIDE COUNTY RECORDER'S OFFICE, RIVERSIDE COUNTY, NEVADA.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Premises to and from a public right of way.

ATC Site No: 418656
VZW Site No: 211006
Site Name: NANDIA CA

DSE

County of Riverside
Facilities Management
3450 14th Street, Suite 200, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

NOTICE OF EXEMPTION

April 11, 2023

Project Name: Nandina Communications Site Sublease Agreement Second Amendment with Verizon Wireless, Riverside

Project Number: FM0473462012000

Project Location: 17425 Ferguson Avenue; adjacent to Ben Clark Training Center shooting range, south of Van Buren Boulevard; Riverside, California; Assessor's Parcel Number (APN) 295-020-005

Description of Project: On January 24, 2012, per M.O. 3.19, the County of Riverside approved a Communications Site Sublease Agreement (Agreement) with Los Angeles SMSA Limited Partnership, dba Verizon Wireless (Verizon), located near the shooting range at the Ben Clark Training Center (Property). The leased area measures approximately 800 square feet and is utilized as a telecommunications tower.

On April 12, 2016, per M.O. 3.10, a First Amendment to Communication Site Sublease Agreement was approved to allow Verizon to make modifications to its equipment on the Property and correct the legal description. In early 2022, Verizon reached out to the County requesting a rent reduction to facilitate the colocation of additional telecommunication companies on the Property, and ensure Verizon remains a tenant for the duration of the lease and option periods. Per Section 4(d) Rent, the rent will increase by 50 percent of the rent generated by any future license or sublease of the Property to other telecommunication companies.

Facilities Management (FM-RE) negotiated a Second Amendment to Communication Site Sublease Agreement (Second Amendment) with Verizon to (i) reduce rent by two percent on April 1, 2024, and (ii) update the noticing, taxes, and estoppel rights. The Second Amendment to the Sublease Agreement with Verizon Wireless is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; 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 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 Second Amendment.

- **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 modification of terms for a Sublease Agreement regarding an existing communication site with the same tenant. The Second Amendment includes administrative changes including the reduction of rent, updating the noticing, taxes, and estoppel rights. The project will not substantially 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 Second Amendment 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:** 4-11-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Nandina Communication Site 2nd Amendment to Sublease Agreement,
Riverside**

Accounting String: 524830-47220-7200400000 - FM0473462012000


DATE: April 11, 2023

AGENCY: Riverside County Facilities Management (CEQARIVCOFM)

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: **Shannon Chamberlain, Senior Real Property Agent, Facilities Management**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

.

County of Riverside
Facilities Management
3450 14th Street, Suite 200, Riverside, CA 92501

Date: April 11, 2023
To: Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0473462012000**
Nandina Communication Site 2nd Amendment to Sublease Agreement, Riverside

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,

3450 14th Street, Suite 200, Riverside, CA 92501

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

Attachment

cc: file

Los Angeles SMSA Limited Partnership, dba Verizon Wireless

17425 Ferguson Avenue, Riverside, 95208



Legend

- Parcels
- Blueline Streams
- ⋮ City Areas



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

District 3
Leased area outlined in blue
APN 295-020-005

0 207 415 Feet

REPORT PRINTED ON... 4/10/2023 4:12:26 PM

© Riverside County GIS