

CHAPTER 15

AIRSPACE

INTERNAL CALTRANS EXHIBITS AND FORMS

<u>Exhibit No.</u>	<u>Title</u>
15-EX-01	District Airspace Review Committee (DARC) Checklist (for internal Caltrans use)
15-EX-02	Bid Package (for internal Caltrans use)
15-EX-04	Letter of Understanding (for internal Caltrans use)
15-EX-05	Request for Consent to Directly Negotiate (AAC) (for internal Caltrans use)
15-EX-06	Request for Approval of Terms and Conditions (CTC) (for internal Caltrans use)
15-EX-07	District Airspace Review Committee (DARC) Approval Memo (for internal Caltrans use)
15-EX-08	Estoppel Certificate (for internal Caltrans use)
15-EX-14	Storm Water Inspection Report (for internal Caltrans use)
15-EX-15	Developmental Inspection Report (for internal Caltrans use)
15-EX-16	Non-Developmental Inspection Report (for internal Caltrans use)
15-EX-18	Collection Agency Transmittal (for internal Caltrans use)

<u>Form No.</u>	<u>Title</u>
RW 15-01	District Annual Marketing Plan for Fiscal Years (for internal Caltrans use)
RW 15-02	Appraisal Summary (for internal Caltrans use)
RW 15-05	District Checklist for Telecommunications Proposals (for internal Caltrans use)
RW 15-08	Consent to Sublease (for internal Caltrans use)
RW 15-09	Transmittal to HQ A/S (for internal Caltrans use)

DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) CHECKLIST

RESPONSIBILITY:

Airspace is responsible for conducting a district/region review of all proposals to lease an airspace site. The DARC is responsible for reviewing the proposal to determine whether the proposed use and any proposed improvements will not adversely affect highway safety nor interfere with operations. Any conflicts between the proposal and internal uses should be mitigated with the proposed lessee to the fullest extent possible. DARC reviews are held at the conceptual, preliminary, and final phases to ensure previous concerns have been addressed and the proposal has not dramatically changed since conceptual approval. It is understood that not all DARC reviews apply to all divisions.

STATUS: FINAL

DATE:

LESSEE:

LOCATION:

ON INTERSTATE?

YES (SEE FHWA APPROVAL REQ.) NO

IF NO: WERE FEDERAL FUNDS USED TO ACQUIRE SITE?

YES (SEE FHWA APPROVAL REQ.) NO

PROPOSAL:

NEW USE?

YES

NO

LEASE RATE BELOW FMV?

YES-PIF IS REQUIRED

NO

BACKGROUND INFORMATION:

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) CHECKLIST
(Cont.)**

DIVISIONAL REVIEW MEMBERS RESPONSE:

CONSTRUCTION

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

COMPLETE STREETS COORDINATOR

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

DESIGN

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

ENVIRONMENTAL

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

EXTERNAL AFFAIRS

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) CHECKLIST
(Cont.)**

HYDRAULICS

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

MAINTENANCE

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

MAINTENANCE ENGINEER

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

PLANNING

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

PROJECT MANAGEMENT

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) CHECKLIST
(Cont.)**

RADIO COMMUNICATIONS

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

RIGHT OF WAY ENGINEERING

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

RIGHT OF WAY UTILITIES

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

STRUCTURE MAINTENANCE & INVESTIGATIONS

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

TRAFFIC

CONTACT:
APPROVAL YES NO N/A

COMMENTS:

RESPONSE FROM LESSEE:

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) CHECKLIST
(Cont.)**

(FILL IN DIVISION)

COMMENTS: CONTACT:
APPROVAL YES NO N/A

RESPONSE FROM LESSEE:

(FILL IN DIVISION)

COMMENTS: CONTACT:
APPROVAL YES NO N/A

RESPONSE FROM LESSEE:

(FILL IN DIVISION)

COMMENTS: CONTACT:
APPROVAL YES NO N/A

RESPONSE FROM LESSEE:

(FILL IN DIVISION)

COMMENTS: CONTACT:
APPROVAL YES NO N/A

RESPONSE FROM LESSEE:

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) CHECKLIST
(Cont.)**

FHWA APPROVAL REQUIREMENTS:

APPROVAL LETTER FOR FHWA TO SIGN INCLUDED? YES NO N/A

DARC DOCUMENTATION INCLUDED? ARE ALL DARC COMMENTS ADDRESSED IN FINAL PLANS? YES NO N/A

RIGHT OF WAY USE AGREEMENT INCLUDED? YES NO N/A

LOCAL AND ENVIRONMENTAL APPROVALS OBTAINED? YES NO N/A

FINAL PLANS SHOWING EXCAVATION AND TRENCHING? YES NO N/A

PIF INCLUDED? YES NO N/A

THE DARC HAS REVIEWED AND APPROVED OF THE USE OF THIS FACILITY FOR THE USE OF EMERGENCY SHELTER OF INDIVIDUALS EXPERIENCING HOMELESSNESS, NOT FOR PERMANENT OCCUPANCY; THE FACILITY IS ACCEPTABLE AND WILL PROVIDE A SAFE LOCATION FOR THE PURPOSES OF TEMPORARY EMERGENCY SHELTER FOR THESE INDIVIDUALS. THIS SHELTER HAS NO IMPACT ON THE EXISTING SAFE USE OF THE ROADWAY BY DUE CARE USERS.

PREPARED BY:

(AGENT'S NAME)
(ASSOCIATE) RIGHT OF WAY AGENT
DISTRICT/REGION

DATE

APPROVED BY:

(SENIOR'S NAME)
SENIOR RIGHT OF WAY AGENT
DISTRICT/REGION

DATE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

NOTICE OF INVITATION TO BID
FOR LEASING STATE OWNED PROPERTY (Freeway Lease Area)
FOR THE PURPOSE OF: (state proposed use or development)

Paragraph 1:

Sealed bids will be opened by the State of California, Department of Transportation, Right of Way's Airspace Development Office, located at (address). The opening will occur at (time) on (day/date) in Room (#)____ for the purpose of leasing property shown on the attached map(s). The sealed bid must be submitted in writing and placed in an envelope clearly marked with the words "Airspace Sealed Bid Proposal" and the appropriate FLA site number (see example). The sealed bids may be hand delivered or mailed but must be received at the above address before (time/day/date). No sealed bids will be accepted after this time and date.

OPTION: Oral bids will be held immediately after the sealed bids are opened IF more than one sealed bid is received. If an oral bid is necessary the opening bid will be 5% above the highest sealed bid.

OR

Paragraph 1:

Oral bids will be accepted by the State of California, Department of Transportation, Right of Way's Airspace Development Department for the purpose of leasing property shown on the attached map(s). Those wishing to participate in the auction must be personally present or have an authorized representative at (location) at (time) on (day/date).

Paragraph 2:

All sealed bids must include (or all oral bidders must have in their possession):

1. A cashier's or certified check for the amount of bid plus \$ (bid deposit) *(amount determined as appropriate).*

NO PERSONAL CHECKS ACCEPTED.

2. A completed proposal for lease of freeway lease area(s) (page #).
3. A completed application for the local agency's Planning Department approval of the proposed use (page #). *(Not required if previous lessee is submitting the bid and there is no change in use or improvements.)*
4. A certificate of insurance for liability and/or fire (page #), to be completed by your insurance agent.

Paragraph 3:

The bid amount shall be expressed as a flat monthly rate which is not dependent on the revenue or expenses generated by the lot.

Paragraph 4:

For additional information, please contact:

(Insert agent's name, phone number, hours available, District Right of Way office address.)

SEALED BID (or) ORAL BID AUCTION

Identify site(s) to be bid.

FLA #	Location (Address)	Square Feet	Minimum Bid \$	Date Available	Proposed Use	Notes (if any)
1.						
2.						
3.						
etc.						

(Notes can include any specific restrictions, required improvements, and special clauses (i.e. required paving, lighting, fencing); local agency permits/approvals subject to termination of lease with current lessee; current site improved with "chip & seal" which will need to be removed or improved, etc. Proposed use will determine the type of paving required (listing specifics).

I. BID REVIEWS (Acceptance - Rejections - Defaults)

The Department reserves the right to reject any or all bids, or to accept such bids which are in the best interest of the STATE, and to withhold such acceptance or rejection until fifteen (15) days (or other appropriate time) after the bid opening date (longer if HQ A/S and/or FHWA approvals will have to be obtained).

- * No bid shall be accepted which is less than the minimum monthly bid.
- * Bids not in accordance with the provisions of this notice will be subject to rejection.

The bid deposit of the successful bidder will be applied as a security deposit as required by the Lease Agreement. Bid deposits of unsuccessful bidders will be returned within 3 business days of the bid auction.

If the successful bidder fails to perform as required, the State has the option of awarding the site to the second highest bidder.

In the event of a default or non-execution of a lease on a site, 25% of the bid deposit will be retained as liquidated damages.

II. EXECUTION OF LEASE

As a condition for offering a bid, the successful bidder (hereinafter called LESSEE) agrees to enter into a standard Lease Agreement (hereinafter called AGREEMENT) within fifteen (15) days of receiving verbal or written notice of acceptance by the State of California, Department of Transportation (hereinafter called LESSOR).

STANDARD LEASE AGREEMENT: Copy available for review at ___(address)___, during the hours of Monday - Friday, 8:30 - 4:00, or by mail, upon request.

III. LEASE AGREEMENT will contain at a minimum the following terms, conditions and special provisions:

1. AGREEMENT shall be for a period of two (2) years (unless HQ A/S approval for additional period is obtained prior to bid package - Section 805.002D.)
 2. A security deposit of \$___ will be held from LESSEE during the time of occupancy.
 3. LESSEE agrees to provide satisfactory liability and/or fire insurance prior to execution of the AGREEMENT and on the anniversary of the AGREEMENT until such AGREEMENT is terminated. Non-compliance with this requirement is grounds for termination of the AGREEMENT. See ATTACHMENT 4.
 4. Either party shall have the right to cancel the AGREEMENT upon ninety (90) days written notice. The AGREEMENT will include a cancellation clause allowing LESSOR to enter the property and take possession in case of national or other emergency in order to prevent sabotage or to maintain and protect the structures. LESSOR reserves a Right of Entry for necessary protection, maintenance, reconstruction, and operation of the freeway structures and appurtenances.
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5. The leased premises shall be used exclusively for (describe use, e.g. "...the parking of operable wheeled vehicles. Wrecked or inoperable wheeled vehicles shall not be permitted on the leased premises. No vehicle, structure, or enclosure shall be used for human habitation.")
6. The LESSEE's use of the premises shall comply with all Federal, State and local law, and the LESSEE shall be responsible for obtaining all necessary permits for the operation.
7. The leased premises shall not be used for (describe restrictions, e.g. "...vending operations", and/or "...the operation of facilities for a gasoline supply station. Vehicles used for gasoline or petroleum transportation shall not be permitted on the premises. No bulk storage of gasoline or petroleum shall be authorized" and/or "...the storage of combustibles, including wood pallets.")
8. Any bidder desiring to use the property for any other use must receive permission for the Department of Transportation, Airspace Development Department and from the Federal Highway Administration (FHWA). If the successful bidder has not received said approval by the date of the effective date of the AGREEMENT, the property can only be used for parking of wheeled vehicles as described above, until approval or denial of other use is received.
9. The LESSEE will be required to provide freeway column protection according the LESSOR's specifications. (As required.)

OPTION: If column protection is required, the LESSEE may be allowed a rental offset equal to one-half the cost of installation, provided that amount is less than or equal to the rent to be collected by the LESSOR for the term of the AGREEMENT.

10. LESSEE agrees that any construction work required under this bid does not confer upon that party any option or renewal rights in and to the leased area. Said improvements shall be installed at LESSEE's sole expense with no offset granted by the LESSOR. In the event LESSEE wishes to make voluntary improvements on the premises, prior approval from the LESSOR is required. After approval, LESSEE shall secure an Encroachment Permit from the Caltrans Permit Section before commencing any work. At the termination of the AGREEMENT, LESSOR may require LESSEE to remove and dispose of improvements at LESSEE's own expense.
 11. The LESSOR reserves the right to advertise any leased area for the purpose of a long term developmental lease.
 12. LESSEE agrees to pay all taxes and assessments that may legally be assessed on LESSEE's possessory interest or on any improvements or equipment placed by LESSEE on said premises during the continuance of the tenancy. Payment for all utilities is the responsibility of the LESSEE.
 13. LESSOR makes no warranty as to the accuracy of maps used to illustrate the areas contained in the sites available for lease. Each prospective bidder is advised to personally inspect each site prior to making a bid.
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- 14. LESSEE must get prior approval from LESSOR for all assignments, subleases, transfers or encumbrances. LESSEE cannot assign or sublease the property until 6 months pass from the date the AGREEMENT goes into effect. A \$1,000 (amount as appropriate) processing fee, paid in advance, will be charged for all requests for approval. LESSOR will receive 50% of the gross proceeds of any amount collected from the sublessee that exceeds the master lease rate.
- 15. LESSEE agrees that LESSOR may be required to perform seismic retrofit work on all or a part of any freeway structures situated on, above or near the premises. LESSOR shall have the right to impose such restrictions on LESSEE's right to use, occupy, or enter the premises and to construct improvements as LESSOR deems necessary.
- 16. Any LESSEE that submits a 90-day notice to terminate the AGREEMENT giving up the right to occupy the site will not be permitted to bid on that same property during the next auction.
- 17. LESSEE shall pay the monthly rent as determined by the minimum bid by the 5th day of every month until the AGREEMENT is terminated. Monthly rent will be adjusted annually (describe method and percentage).
(Note: CPI adjustments and a range of adjustments is discouraged; annual 5% increases are preferred).
- 18. A maximum of two signs which are not greater than 30 square feet each of surface area may be erected on the premises (or other requirements as appropriate).
- 19. Add appropriate restrictions as to Hazardous Waste/Materials.
- 20. The maintenance of the premises, including all driveways, fences and guardrails, shall be the responsibility of the LESSEE, at LESSEE's own expense. The LESSEE shall be responsible for the repair of piers and columns of any freeway structure which is damaged incident to the LESSEE's use of the premises.
- 21. LESSEE agrees to comply with the Federal Civil Rights Act of 1964. (As appropriate.)

NOTE: *Check for other appropriate terms, conditions, and provisions by reviewing standard agreements (short term) (i.e. no relocation benefits, or D11's statement that parking facilities are required to have more stringent insurance limitations (see attachment).*

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IV. BID ENVELOPE: Bid envelopes not properly marked shall be disqualified.

"SAMPLE ENVELOPE" for sealed bid auctions:

Return Address	Stamp
State of California - DEPARTMENT OF TRANSPORTATION Airspace Development Department Street Address City, State, Zip Code	

AIRSPACE SEALED BID PROPOSAL: # 1-AAA-111-01-01//Bid Opening January 1, 2001.

Include Cashier's Check for the amount of the bid and deposit, made payable to the Department of Transportation.

Ensure the correct return address is on the envelope and on the bid proposal since unsuccessful bidders will receive their cashier's check back within 3 business days.

Include the completed Proposal for lease of freeway lease area and any other required documents (Item 3, 4, etc.) per the Notice of Invitation to Bid.

Non-compliance with these requirements is grounds for rejecting the bid.

- Attach:
1. Local Agency's application for proposed use.
 2. Insurance Certificate form.
 3. Vicinity map and site map (maps are for reference only - the areas shown are approximate and calculated as gross areas unless otherwise indicated).
-

LETTER OF UNDERSTANDING

WHEREAS, _____, hereinafter called "Developer," has presented to the State of California a preliminary development concept for the Airspace site referred to as _____, and

WHEREAS, that preliminary concept appears to meet State criteria for Airspace development, and

WHEREAS, the Airspace Advisory Committee (AAC) has concurred with Airspace's recommendation to directly negotiate with "Developer."

THEREFORE, it is mutually agreed and understood that:

1. The developer will prepare sufficient detail plans and have conducted adequate studies to comply with the requirements of the District Airspace Review Committee.
 2. The State agrees to allow developer one year to complete negotiations of the terms and conditions of a long term airspace lease. During said period the State agrees to neither solicit nor accept any other proposals on the subject property.
 3. The effective date of this "Letter of Understanding" is the day of the AAC's concurrence, which is _____.
 4. The "Letter of Understanding," "Offer and Proposal," and any subsequent lease, as well as any required maps, plans, drawings, etc., will be subject to review and approval by the State and, where appropriate, by the Federal Highway Administration.
 5. The developer is responsible for the following:
 - a. Securing and submitting any required Environmental Impact Study.
 - b. Any clearances or permits required by virtue of the California Coastal Zone Conservation Act, 1972.
 - c. Any zoning, use and/or building permits required by local agencies.
 6. The developer undertakes the above at his/her own time and expense and that under no circumstance is the State liable beyond the specific conditions agreed to in this document.
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7. Developer must deposit \$_____ to cover the cost of the State's four market appraisal reports. Such funds must be received within 45 days of this letter in order to receive an approved appraisal in time to successfully complete negotiations.

8. If developer chooses to hire an independent appraiser off of the State's certified list of appraisers, the subsequent appraisal report must meet all State requirements for the valuation of an airspace site. The report must be submitted for review and approval within six months in order to successfully complete negotiations.

This Letter of Understanding may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same fully executed document. In order to expedite the agreed upon terms contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Letter of Understanding. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this document based on such telecopied or e-mailed signatures.

(Developer)

(Date)

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

By_____

Date_____

State of California

Business, Transportation and Housing Agency

Memorandum

To: CHAIR AND MEMBERS
Airspace Advisory Committee

Date:

File:

From: **DEPARTMENT OF TRANSPORTATION**
DISTRICT AIRSPACE

Subject: Request for Consent to Directly Negotiate

RECOMMENDATION:

It is requested that the Airspace Advisory Committee (AAC) consider and approve a request to directly negotiate a 20-year lease with this proposed lessee. It is in the State's best interest to lease this site by direct negotiations and not bid this site publicly because this site is only developable by the proposed lessee.

BACKGROUND:

Said lessee currently owns a medical facility located in the State of California. The proposed lessee plans to develop an additional 6,000 s.m. medical facility to be located on their existing parking lot adjacent to their currently developed 38,000 s.m. facility. The airspace site would provide the additional parking needed for this development.

The subject airspace site contains approximately 16,000 s.m. and is located at the top of slope of the connector ramp from the freeway. Due to access limitations and irregular shape, this site could not support independent development and, for this reason, has never been offered for bid. Said lessee is the only property owner directly adjacent to this site.

SUMMARY:

The optimum return for this site will be realized through a direct lease with said lessee for parking purposes, which is the highest and best use. As medical facility parking, the subject site adds revenue to the State, relieves Caltrans from continuing maintenance problems, and does not detract from the safety and aesthetics of the adjoining connector ramp. The developer proposes to grade, pave, curb, stripe and landscape the site. The negotiated rental rate will be based upon a Fair Market Appraisal and Highest and Best Use Study.

It is requested that the Airspace Advisory Committee grant permission to directly negotiate a 20-year lease with this proposed lessee as it would be in the best interest of the State.

AIRSPACE DISTRICT MANAGER

Attachment (site map)

State of California
Business, Transportation
And Housing Agency
Department of Transportation

HIGHWAY RIGHT OF WAY MATTERS
Airspace Leases
FLA #
CTC Meeting:

Agenda Item:

, Deputy Director
Finance

AIRSPACE LEASES – PROPOSED LESSEE

It is recommended that the California Transportation Commission (CTC) authorize the execution of a lease between the State of California, Department of Transportation and the proposed lessee.

The lease area is located in the (describe its location and identify site location boundaries).

Lessee has leased this property shown on the attached map for automobile sales, service, and storage since 1975. The current lease is scheduled to expire in 2 years and the lease rate is _____ per month. The lessee has requested that the lease be renegotiated at this time in order to accommodate his/her plans, and to avoid the uncertainty of a public bid when the lease expires. Since the current rent is below market value, it is in the State's best interest to lease the property the lessee needs for the facility at market value.

Lessee has agreed to a lease under the following terms and conditions:

Term: Ten (10) years beginning _____, plus one (1) ten (10) year option.

Use: Automobile sales, service, and storage. The lease will not allow the use or storage of flammable, combustible, or hazardous materials.

Rent: _____ per month (based on the State's appraisal), representing a 10% return.

Adjustment: Yearly, based on the Consumer Price Index, with a 2% minimum and 6% maximum.

Reevaluation: Occurs at the end of the initial ten (10) year term, and would apply to the ten (10) year option period.

This agreement is felt to be in the best interest of the State. It allows the sites that have the most marketability and have elicited interest from other parties to be put to public bid, and the remainder leased to lessee for the operation at a significantly higher rental rate than is currently being paid. We, therefore, request approval of a directly negotiated lease to lessee under the terms and conditions outlined above.

Attachments (vicinity and site maps)

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) APPROVAL
MEMO**

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) APPROVAL MEMO FOR DIVISION
OF (FILL IN DIVISION HERE)**

LESSEE:

LOCATION:

ON INTERSTATE?

YES (SEE FHWA APPROVAL REQ.) NO

IF NO: WERE FEDERAL FUNDS USED TO ACQUIRE SITE?

YES (SEE FHWA APPROVAL REQ.) NO

PROPOSAL:

NEW USE? YES NO

IF YES: ON INTERSTATE? YES (SEE FHWA APPROVAL REQ.) NO

BACKGROUND INFORMATION:

**DISTRICT AIRSPACE REVIEW COMMITTEE (DARC) APPROVAL
MEMO (Cont.)**

DIVISIONAL REVIEW MEMBERS RESPONSE:

(FILL IN DIVISION)

CONTACT:
APPROVAL

YES

NO

N/A

COMMENTS:

It is recognized that through the DARC process, various divisional approvals are required for shelter use authorization. My division has reviewed the relevant documents for shelter use at this site. To the best of my knowledge, the proposed use of shelter operations on this site does not violate any known policy, law, or guideline relevant to the responsibilities of our office.

We approve of the use of this facility for the use of emergency shelter of individuals experiencing homelessness, not for permanent occupancy. The site is acceptable for the purposes of temporary emergency shelter for these individuals. The proposed use and any proposed improvements will not adversely affect highway safety nor interfere with operations.

We defer to other division's expertise for items outside of our office's purview.

APPROVED BY:

**(FILL IN NAME OF DIVISION
REPRESENTATIVE)**

DIVISION REPRESENTATIVE
DISTRICT/REGION

DATE

*Division Representative will typically be at the Office Chief level or higher.

CONSENT AND ESTOPPEL AGREEMENT

This CONSENT AND ESTOPPEL AGREEMENT (this "Agreement") is made and entered into as of this (date), by and among the STATE OF CALIFORNIA, acting through its Department of Transportation (Lessor), (Lessee), and (Lendor).

RECITALS

- A. Pursuant to an Airspace Ground Lease (Lease) which was made and entered into by and between the state and (Lessee), the state leased to the Lessee certain real property in (location) commonly known as Airspace Lease Area No. (file #).
- B. As a condition to the Lender's entering into the (describe documents between Lessee and Lender) encumbering the Lessee's interest in the site under the lease, which has been duly executed and delivered to the Lender by the Lessee, shall remain in full force and effect and evidence a first priority lien upon the site, and this Landlord Consent and Estoppel Agreement relating to such Leasehold shall have been duly executed and delivered to the Lender.

NOW, THEREFORE, the parties agree as follows:

- 1. Definitions. All capitalized terms not defined in the Agreement shall have the meanings given to them in the Lender's document.
- 2. Representations and Agreements of the Lender. Pursuant to Section 16.5 of the Master Lease, the Lender hereby makes the following representations and agreements:
 - a. The Lender is licensed by the _____ to conduct the business of a representative office at (location) in the City of _____ and County of _____, California;
 - b. Should the Lender become an Assignee or successor to the interests of the Lessee, the Lender agrees to limit the use of the Site to those uses permitted by the (lease agreements) and
 - c. Should the Lender become an Assignee or successor to the interests of the Lessee, the Lender agrees to be bound by all of the terms, covenants and conditions of the (lease agreements).

3. Consent. Pursuant to Section 16.4 of the Lease, the State and the Lessee, respectively, hereby certify and agree as follows:
- a. The execution by _____ (Lessee) _____ of the Leasehold Deed of Trust in favor of the Lender covering all of the Lessee's interest in the Site was not and shall not be deemed by the State to be in violation of, or a default under, the Lease;
 - b. The State and the Lessee each consent to (i) the granting of the lien of the Leasehold Deed of Trust by the Lessee in favor of the Lender, (ii) the entering onto the Site by the Lender, its successors or assigns in order to cure any defaults under lease, and (iii) any assignment or transfer of the Leasehold to the Lender or to any other person or entity pursuant to the Leasehold Deed of Trust by way of a judicial or nonjudicial foreclosure, a deed-in-lieu of foreclosure, or otherwise in accordance with law;
 - c. As of the date hereof, the Lessee is not in default under the Lease.
4. Notice. The State agrees to give the Lender written notice of any default by the Lessee under the Lease, which notice shall be delivered to the following addresses:

(list addresses)

Section 18.13 of the Lease shall govern notices delivered hereunder.

- 5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the law of the State of California. The parties hereby waive, to the fullest extent permitted by law, any rights they may have to a jury trial.
 - 6. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
 - 7. Headings. The section headings used in this Agreement are intended principally for convenience and shall not by themselves determine the rights and obligations of the parties of this Agreement.
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8. Severability. Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or nonauthorization without invalidating the remaining provision hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized offices as of the day and year first above written. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same fully executed Agreement. In order to expedite the activities contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Certificate. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such telecopied or e-mailed signatures.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: District Airspace Manager

_____ (Lessee)

By: _____
Name:
Title:

_____ (Lender)

By: _____
Name:
Title:

Attachments (legal description of property)

STORM WATER INSPECTION

I. FACILITY INFORMATION

TENANT / FACILITY NAME		TENANCY NO.	AREA SQ FT <input type="checkbox"/> ACRE <input type="checkbox"/>	
ADDRESS / LOCATION OF PROPERTY		CITY	STATE CA	ZIP CODE
TENANT CONTACT (NAME)	MAILING ADDRESS (if different)		CONTACT PHONE NO.	
LEASE START DATE	LEASE EXPIRATION DATE _____; or MONTH-TO-MONTH <input type="checkbox"/>			
PROPERTY TYPE - <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> TELECOMMUNICATIONS <input type="checkbox"/> PARKING <input type="checkbox"/> OTHER:				
FACILITY COVERED UNDER GENERAL INDUSTRIAL STORM WATER PERMIT (Industrial Activities)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A IF YES, STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE _____ SIC CODE DESCRIPTION _____				
FACILITY'S INDUSTRIAL WASTE DISCHARGE IDENTIFICATION (WDID) NO. _____ <input type="checkbox"/> N/A				
IS THE FACILITY IN CONSTRUCTION AND HAVE A CURRENT SWPPP ON-SITE (>1 ACRE)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A				
IS THE FACILITY IN CONSTRUCTION AND HAVE A CURRENT WPCP ON-SITE (<1 ACRE)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A				
ENTITY RESPONSIBLE FOR STORM WATER DRAINAGE SYSTEM (e.g., County of / City of / Caltrans) _____				

II. ACTIVITY: Note outdoor activities conducted and BMPs implemented.

Photos Yes No Number of Photos _____

Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Vehicle or Equipment Fueling. (If allowed by lease)				
1. Is fueling area designed to prevent run-on of storm water and runoff of spills?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are employees trained in proper fueling, cleanup, and spill response procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are absorbent materials readily available for small spills?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is fueling area inspected regularly for spills and/or leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vehicle or Equipment Washing/Steam Cleaning. (If allowed by lease)				
1. Is designated wash area used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Is wash area equipped with clarifier and connected to sanitary sewer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is designated wash area designed with complete containment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is clarifier or oil/water separator maintained regularly? Is maintenance documented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

STORM WATER INSPECTION REPORT (Cont.)

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Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Vehicle or Equipment Maintenance and Repair. (If allowed by lease) 1. Is maintenance performed in designated area? 2. Is equipment kept clean, no build-up of oil and grease? 3. Are drip pans and containers used in areas where drips or leaks may occur? 4. Are used oil and oil filters, antifreeze, batteries, fluids, etc., recycled?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Outdoor Loading/Unloading of Materials. 1. Are delivery vehicles parked so spills and leaks can be contained? 2. Is the loading/unloading area covered to reduce exposure of materials to rain? 3. Is loading/unloading area designed to prevent storm water run-on? 4. Are storm drain inlets covered during transfer of materials?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Outdoor Storage of Materials/Products/Equipment. 1. Are covers used to protect all raw materials, by-products, finished products and containers stored outside? (Circle covering type used) Plastic Roof Canopy Other 2. Are chemicals, drums, or bagged materials on pallets or similar method that keep them off the ground? 3. Are hazardous materials (if permitted in lease) stored in properly designed containment areas? 4. Are spill containment pallets used? 5. Are drip pans and containers used in areas where drips or leaks may occur? 6. Are berms, curbs, or other structures in place to minimize pollutants from entering the storm water system?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Waste Handling and Disposal. 1. Are materials recycled whenever possible? 2. Are wastes segregated and separated? 3. Is storage area designed to prevent storm water runoff? 4. Are waste dumpsters covered?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Building and Grounds Maintenance. 1. Are pesticides and fertilizers used and stored properly? 2. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained? 3. Are contained wash water, sweepings and sediments disposed of properly? 4. Are materials used in repair and minor remodeling (paints, etc.) stored properly? 5. Are paved surfaces adequately maintained (minimal crumbling asphalt or concrete)? 6. Are safer alternative products used whenever possible?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Park and Landscape Maintenance. 1. Are non-vegetated surfaces covered to prevent erosion? 2. Are pesticides and fertilizers used only as needed and stored properly? 3. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained? 4. Are landscape clippings collected and disposed of properly? 5. Are irrigation systems designed to prevent runoff?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Agricultural. 1. Are pesticides and fertilizers used and stored properly? 2. Are areas of exposed/disturbed soil properly managed? 3. Are irrigation systems designed to prevent runoff? 4. Is maintenance performed in designated area?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

STORM WATER INSPECTION REPORT (Cont.)

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Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Parking Lots.				
1. Are parking areas adequately maintained (minimal cracking, deterioration)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are parking areas kept free of trash and litter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are parking areas swept or vacuumed regularly and is wash down prohibited unless wash water is contained and disposed of properly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are parking areas kept relatively free of staining (oil, grease, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Erodible Surface Areas.				
1. Are areas of exposed/disturbed soil properly managed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Do any landscaped areas require re-vegetation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Treatment Best Management Practices (BMPs)				
1. Are treatment BMPs on Site? If yes, list types and take pictures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are treatment BMPs properly maintained? If no, provide comments and take pictures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is there disturbed soil due to construction? If yes, provide comments and take pictures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are temporary construction site BMPs in place and adequate? If no, provide comments and take pictures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are there non-stormwater discharges? If yes, provide comments and take pictures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Report any observed illicit connections and illegal/unknown discharges to the District NPDES Storm Water Coordinator.

III. CONCLUSIONS

CORRECTIVE ACTIONS

NONE YES, CORRECT DEFICIENCIES WITHIN 14 CALENDAR DAYS OF INSPECTION. DUE: _____.

FACILITY BMP INFORMATION PROVIDED

FOLLOW-UP INSPECTION REQUIRED? NO YES DATE COMPLETED: _____

COMMENTS/RECOMMENDATIONS (Describe any stormwater and non-storm water discharges, unsatisfactory conditions or work needed):

STORM WATER INSPECTION REPORT (Cont.)

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IV. INSPECTION INFORMATION

INSPECTOR NAME (Printed)	DATE OF INSPECTION	TIME OF INSPECTION
INSPECTOR SIGNATURE		
REASON FOR INSPECTION: <input type="checkbox"/> Initial <input type="checkbox"/> Scheduled <input type="checkbox"/> Follow-up <input type="checkbox"/> Response to Complaint		
This Storm Water Inspection Report may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same fully executed Report. In order to expedite the activities contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Report. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Water Inspection Report based on such telecopied or e-mailed signatures.		
NAME OF TENANT(S) ACCOMPANYING INSPECTOR	SIGNATURE(S) - TENANT RECEIVED FORM	
1. _____	1. _____	
2. _____	2. _____	
NAME(S) OF OTHERS ACCOMPANYING INSPECTOR (IF ANY)	SUPERVISOR'S REVIEW FORM REVIEWED BY:	
1. _____	_____	
2. _____	DATE: _____	

FIELD OBSERVATIONS HELPFUL HINTS FOR STORM WATER INSPECTIONS

AREAS AND ACTIVITIES WITH POTENTIAL TO SPILL

HAZARDOUS FLUIDS*

- Spill kits available if needed
- Spill response agency phone numbers clearly posted
- Material safety data sheets available for products

VEHICLE OR EQUIPMENT FUELING*

- Fueling area covered or sloped away from drains to prevent run-on/runoff
- Spills or leaks spot cleaned as needed
- Spill absorbent available and disposed of properly
- "No topping-off" signs posted
- Overflow protection available if needed
- Employees trained on proper fueling and cleanup procedures
- General good housekeeping observed

VEHICLE OR EQUIPMENT WASHING/STEAM CLEANING*

- Vehicles washed in designated area
- Wash area bermed to prevent discharges to storm drain
- Safer alternative products in use
- Wash water collected and discharged to sanitary sewer
- Trash receptacles available to prevent litter

VEHICLE OR EQUIPMENT MAINTENANCE AND REPAIR*

- Vehicle maintenance and repair occurs indoors or under canopy
- Drip pans available
- Material storage handling areas enclosed or covered
- Stains or other signs of pollutants not observed
- Hazardous materials labeled, covered and contained (e.g., auto fluids, paints, solvents, grease)
- Spills or leaks spot cleaned as needed
- Employees trained on proper cleanup and disposal procedures
- General good housekeeping observed

OUTDOOR LOADING/UNLOADING OF MATERIALS

- Material loading/unloading areas enclosed or covered
- Loading and unloading conducted in dry weather if not covered
- Loading and unloading area bermed or sloped to contain spillage
- No discharge to storm drain
- Drip pans available to capture liquid leaks

OUTDOOR STORAGE OF MATERIALS/PRODUCTS/ EQUIPMENT

- Hazardous materials labeled, covered, and contained*
- Stockpiled materials covered
- No signs of excessive leaking from stored equipment
- Drip pans available to capture equipment leaks
- Storage area free of litter
- General good housekeeping observed

WASTE HANDLING AND DISPOSAL

- Recyclable materials being recycled
- Waste containers covered to prevent storm water runoff/run-on
- Drip pans available to capture grease when transferred
- Area swept down on regular basis
- Area free of stains or other signs of pollutants going into storm drain system
- Waste containers in good condition free from leaks
- General good housekeeping observed
- No littering signs posted

BUILDING AND GROUNDS MAINTENANCE

- Vegetation left in place where possible
- Soil erosion not observed
- Grounds free of litter
- Paved areas swept down and not hosed off
- Safer alternative products in use
- Trash receptacles available to prevent litter
- Minimal use of pesticides and fertilizers

PARK AND LANDSCAPE MAINTENANCE

- Soil erosion not observed
- Grounds free of litter
- Paved areas swept down and not hosed off
- Irrigation systems designed to prevent runoff
- Use of pesticides and fertilizers only as needed

AGRICULTURAL

- Vegetation left in place where possible
- Vegetation left in place during fallow years
- Soil erosion minimized
- Use of pesticides and fertilizers only when required
- Animal waste management program in use
- Irrigation systems designed to prevent runoff

PARKING LOTS

- Paved areas swept down and not hosed off
- Trash receptacles available to prevent litter
- Spills or leaks spot cleaned as needed

ERODIBLE SURFACE AREAS

- Preserve natural vegetation
- Vegetation left in place where possible
- Soil erosion not observed
- Chemical stabilization or geosynthetics in use on bare ground
- Paved areas swept regularly

ILLICIT CONNECTIONS/ILLEGAL DISCHARGES

- Signs of illicit connections to storm water conveyance system(s)
- Signs of illegal/unknown discharge observed going from the lease premises onto adjacent property or into the street
- Signs of illegal/or unknown discharge observed coming from adjacent property onto the lease premises
- Stained pavement in areas near or surrounding catch basin or storm water outfall

EMPLOYEE STORM WATER MANAGEMENT TRAINING

- Activity applicable bmp tip sheets posted
- Training records available for review
- Employees observed conducting work consistent with bmps

MOST COMMON CONSTRUCTION BMPs:

- Silt Fence
- Fiber Rolls
- Gravel Bag Berm
- Sand Bag Barrier
- Drainage Inlet Protection
- Temporary Construction Entrance/ Exit
- Stockpile Management

Note: Reference [Construction BMP Manual](#) for full list

*IF SUCH ACTIVITIES OR MATERIALS ARE PERMITTED IN THE LEASE.

FIELD OBSERVATIONS
HELPFUL HINTS FOR STORM WATER INSPECTIONS
(Continued)

MOST COMMON APPROVED TREATMENT BMPS:

- Biofiltration Swale/ Strip
- Infiltration Basin/Trench
- Detention Basin
- Traction Sand Traps
- Gross Solids Removal Device
- Design Pollution Prevention Infiltration Areas

Note: Reference [Project Planning and Design Guide](#) (internal Caltrans link) for full list

[BMP References](#)

NON-STORMWATER DISCHARGES

- Vehicle wash water
 - Sanitary wastes
 - Pumped groundwater
 - Non-contact cooling water (A/C Condensation)
-

Airspace Parcel/ Tenancy Number:	Date:
Contact Person:	Name of Tenant:
Phone No:	Property Address:
Mailing Address:	City:
Land Area – Sq Ft:	Building Area – Sq Ft:
Right of Way Agent:	R/W Agent Phone:
District:	
TYPE OF PROPERTY <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> AGRICULTURE <input type="checkbox"/> OTHER _____	REASON FOR INSPECTION <input type="checkbox"/> MANDATORY QUARTERLY INSPECTION <input type="checkbox"/> STATE FIRE MARSHAL (SFM) YEARLY INSPECTION (Accompanying) <input type="checkbox"/> PUBLIC COMPLAINT <input type="checkbox"/> INTERNAL REQUEST REQUESTER NAME & PHONE NUMBER _____
IS THE PROPERTY BEING UTILIZED AS ROWMIS REFLECTS? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Yes/No	NEEDS CORRECTION	CODE REQUIREMENTS
		EXTERIOR
<input type="checkbox"/> <input type="checkbox"/>		Is there damage to the exterior?
<input type="checkbox"/> <input type="checkbox"/>		Is the improvement near a highway structure? Has Structure Maintenance & Investigations (SM&I) been contacted? Last SM&I Report Date: _____
<input type="checkbox"/> <input type="checkbox"/>		Are there any uncut weeds, grass, or other vegetation that needs to be removed because it is determined to be a fire hazard?
<input type="checkbox"/> <input type="checkbox"/>		Is there a Stormwater inspection report on file? If so, provide the last Stormwater Inspection date: _____
<input type="checkbox"/> <input type="checkbox"/>		Does the property meet cleanliness standards?
		EXIT WAYS
<input type="checkbox"/> <input type="checkbox"/>		Are doorways clear and unobstructed?
<input type="checkbox"/> <input type="checkbox"/>		Are exit doors able to open from the inside without a key or special knowledge? Do the front doors have a sign that says, "THIS DOOR MUST REMAIN UNLOCKED DURING BUSINESS HOURS?"
		FIRE RELATED
<input type="checkbox"/> <input type="checkbox"/>		Are there fire extinguishers?
<input type="checkbox"/> <input type="checkbox"/>		Has it been more than a year since SFM last inspected? Last SFM Inspection Date: _____ (If more than a year, contact SFM).
<input type="checkbox"/> <input type="checkbox"/>		Did the property pass SFM Inspection?

DEVELOPMENTAL INSPECTION REPORT (Cont.)

Yes/No	NEEDS CORRECTION	CODE REQUIREMENTS
		ELECTRICAL
<input type="checkbox"/> <input type="checkbox"/>		Are extension cords being used in lieu of fixed wiring?
<input type="checkbox"/> <input type="checkbox"/>		Do electrical outlets have cover plates?
<input type="checkbox"/> <input type="checkbox"/>		Are electrical panels accessible and unobstructed?
<input type="checkbox"/> <input type="checkbox"/>		Are the doors to the electrical panel room properly identified as "ELECTRICAL ROOM?"
		GENERAL HOUSEKEEPING
<input type="checkbox"/> <input type="checkbox"/>		Are large (40+ gallons) trash and dumpster containers noncombustible and have lids?
<input type="checkbox"/> <input type="checkbox"/>		Are there dumpsters being stored in the buildings or within 5 feet of unprotected combustible walls, openings, or roof eaves?
<input type="checkbox"/> <input type="checkbox"/>		Are there Hazardous Materials identified?
<input type="checkbox"/> <input type="checkbox"/>		Are there damages to the interior?
<input type="checkbox"/> <input type="checkbox"/>		Is there unpermitted new construction?
<input type="checkbox"/> <input type="checkbox"/>		Is there evidence of habitation (i.e., personal cooking equipment, tents, beds, clothing, etc.)? (Pictures required for report).
<input type="checkbox"/> <input type="checkbox"/>		Is there evidence of prohibited items (i.e., wood pallets, fuel, combustibles, etc.)? (Pictures required for report).
<input type="checkbox"/> <input type="checkbox"/>		Is there evidence of unpermitted use or activity in violation of their leases? (Pictures required for report).
<input type="checkbox"/> <input type="checkbox"/>		Is there evidence of unpermitted sub-leasing?

COMMENTS:	
Findings of this report have been reported to the State Fire Marshal: <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE OF SFM NOTIFICATION:
SIGNATURE OF AGENT PERFORMING INSPECTION:	DATE OF INSPECTION:
SUPERVISOR'S REVIEW SIGNATURE:	DATE TO SUPERVISOR:
FORM REVIEWED BY: (Type name)	DATE:

AIRSPACE PARCEL/ TENANCY NUMBER:	Date:
Contact Person:	Name of Tenant:
Phone No:	Property Address:
Mailing Address:	City:
Land Area – Sq Ft:	Building Area – Sq Ft:
Right of Way Agent:	R/W Agent Phone:
District:	
TYPE OF PROPERTY <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> AGRICULTURE <input type="checkbox"/> OTHER	REASON FOR INSPECTION <input type="checkbox"/> MANDATORY YEARLY INSPECTION <input type="checkbox"/> PUBLIC COMPLAINT <input type="checkbox"/> INTERNAL REQUEST REQUESTER NAME & PHONE NUMBER _____

IS THE PROPERTY BEING UTILIZED AS RWPMS REFLECTS YES NO

INSPECTION OF PROPERTY			
SATISFACTORY/UNSATISFACTORY:			COMMENTS/ACTIONS
	S	U	
LITTER			
FENCING			
GRAFFITI			
ENCROACH			
WEED ABATEMENT			
RODENTS			
CALTRANS PROP SIGNS			
EXCESS EROSION			
HOMELESS ACTIVITY			

DESCRIPTION OF PHOTOS TAKEN DURING INSPECTION	
<input type="checkbox"/> Lawn <input type="checkbox"/> Shrubs <input type="checkbox"/> Fence <input type="checkbox"/> Gates <input type="checkbox"/> Driveway <input type="checkbox"/> Walkway <input type="checkbox"/> Parking Lot <input type="checkbox"/> Litter/Garbage/Debris <input type="checkbox"/> Weed Abatement <input type="checkbox"/> Encroachment <input type="checkbox"/> Homeless Activity <input type="checkbox"/> Caltrans Property Signage <input type="checkbox"/> Other:	

SIGNATURE OF AGENT MAKING INSPECTION		DATE OF INSPECTION
Date agent gave form to supervisor		
SUPERVISOR'S REVIEW:	FORM REVIEWED BY	DATE
SUPERVISOR ACTION PLAN:		

**COLLECTION AGENCY TRANSMITTAL
(CONT.)**

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HAS A JUDGMENT BEEN OBTAINED? Yes No IF YES, DATE _____
AMOUNT \$ _____

COMMENTS _____

AGENT'S NAME _____ PUBLIC PHONE # _____

REQUIRED ATTACHMENTS:

1. Copy of first and last page of Rental Agreement
2. Copy of Rental Application
3. New address documentation – relocation
4. Copy of collector's notes or efforts
5. Copy of Judgment
6. Copy of voided check and driver's license (if available)

DISTRICT ANNUAL MARKETING PLAN FOR FISCAL YEARS

RW 15-1 (REV 8/2001)

Lock Data on Form

The following information is the District/Region's anticipated workload for the Airspace program for the respective fiscal years. The detailed information by site for long term leases is attached.

<u>MSA CHARGE CODES</u>		<u>Upcoming SFY</u>	<u>+1</u>
R641	Property Management <i>(the number of occupied leases considering vacancies and new leases)</i>	_____	_____
R642	Short Term Leases <i>(the number of sites that will be leased for 5 years or less)</i>	_____	_____
R645	Lease Service Documents <i>(subleases, assignments, amendments)*</i>	_____	_____
R643	Long-Term Leases <i>(per attached worksheet)</i>		
	New Bid Leases - 5 years or more	_____	_____
	New Direct Negotiated Leases	_____	_____
	In Progress - Bid Leases - 5 years or more	_____	_____
	In Progress - Direct Negotiated Leases	_____	_____
R649	Site License Agreements		
R350	Airspace Appraisals	_____	_____
R370	Airspace Fair Market Rent Determinations	_____	_____
R250	Airspace Maps (R/W Engineering) <i>(includes maps/descriptions for lease agreements, appraisal and inventory)</i>	_____	_____

* If an amendment to the existing lease agreement will involve a major change in the terms and conditions which requires returning to the AAC for approval, count it as a long-term lease in progress and complete worksheet.

DISTRICT ANNUAL MARKETING PLAN FOR FISCAL YEARS

RW 15-1 (REV 8/2001)

ANNUAL MARKETING PLAN WORKSHEET
LONG - TERM LEASE PRODUCTION (MSA R643)

DISTRICT/REGION _____

STATE FY - Upcoming	a	b	c	d	e	f
BID LEASES - longer than 5 years	APPROVAL: Marketing Plan & Bid Package	Approval: Offer and Proposal	FHWA Approval: Development Plans	Execution: Lease Agreement	Building: Notice of Completion	TOTAL UNITS
New Leases (parcel number) (lessee's name)	(date)	(date)	(date)	(date)	(date)	(# of entries)
TOTAL						

STATE FY + 1	a	b	c	d	e	f
BID LEASES - longer than 5 years	APPROVAL: Marketing Plan & Bid Package	Approval: Offer and Proposal	FHWA Approval: Development Plans	Execution: Lease Agreement	Building: Notice of Completion	TOTAL UNITS
New Leases (parcel number) (lessee's name)	(date)	(date)	(date)	(date)	(date)	(# of entries)
TOTAL						

Remarks:

1. Identify and explain any leases or work units that:
 - a. may be complex and/or controversial
 - b. may require a lengthy process due to obtaining approvals
 - c. involve a major development
 - d. are with a governmental entity (i.e. Marler-Johnson)
2. Under "Leases in Progress," list any amendment documents that may:
 - a. be complex and/or controversial
 - b. require a lengthy process due to obtaining approvals
 - c. change the terms (rent, term, development)
3. Under "Leases in Progress," list those leases that will have to be returned to the AAC for extension of their approval.

APPRAISAL SUMMARY

RW 15-2 (REV 8/2001)

FLA NO. _____

NAME _____

APPRAISAL SUMMARY

Parcel Description:

Location - _____

Area - _____

Zoning - _____

Valuation:

Highest and best use - _____

Appraised value - _____

Date of appraisal - _____

Proposal:

Use - _____

Option price - _____

Option period - _____

Term - _____

Rent:

Minimum guaranteed - _____

Percentage - No _____ Yes (see attached sheet) _____

Rent adjustment:

CPI - _____

Reevaluation - _____

Evaluation:

Rate of return - _____

APPROVAL RECOMMENDED

District Right of Way Airspace Unit

APPRAISAL SUMMARY (Cont.)

RW 15-2 (REV 8/2001)

APPRAISAL SUMMARY

FLA NO. _____

NAME _____

Percentage Lease

Developer's Project Plan:

Gross square feet - _____

Net rentable - _____

Rent per square foot - _____

Anticipated:

Gross income - _____

Vacancy - _____

Expenses - _____

Net income - _____

Debt service:

T.D. - _____

Term - _____

Interest - _____

Payments - _____

Tax benefits - _____

Developer's equity - _____

Evaluation:

Internal rate of return (IRR) - _____

Net present value (NPV) - _____

DISTRICT CHECKLIST FOR TELECOMMUNICATIONS PROPOSALS

RW 15-5 (NEW 9/1997)

District Checklist for Telecommunications Proposals

- STEP 1: Receive request from carrier to build a site on Caltrans property. Should include a narrative or form describing:
1. Size of pole, number of antennas, perimeter dimensions (fenced area).
 2. Type of facility (PCS, cellular, other).
 3. Expected time schedule (building permits by when, construction by when).
 4. Colocatees, if any.
 5. Sketch or drawing of the area (site) needed on Caltrans facility (premise).
 6. Optional: Depiction of the equipment (photo rendition, sketch, etc.).
- STEP 2: Meet with the core DARC team (Traffic Operations, Environmental, and Telecommunication Engineering) to review the proposal.
1. Add (as appropriate) Landscape Architect and the operator of the facility (e.g. park and ride, maintenance superintendent, or facilities manager).
 2. If facility is within the operating right of way, add Project Development.
 3. If facility is on a structure within the operating right of way, add Structures.
 4. If facility is underneath a structure, add Hydraulics and Fire Marshal.
 5. If facility is on a bridge, determine if it will be impacted by seismic retrofit.
- STEP 3: Advise carrier of Conceptual Review response.
1. Send letter back to carrier, stating either A or B:
 - A. Conceptually their proposal is OK and to please submit their preliminary proposal within 30 days or the site will be available for other carriers to submit proposals.
 1. Response to the carrier is due within 15 working days of receipt of their conceptual proposal.
 2. Inform the carrier that a full DARC review will be held once the preliminary package is submitted and include the preliminary package checklist.
 3. If this is a new carrier (no MLA, no conceptualls, etc.), send them the "Guidelines to License Sites" so they can become familiar with the program.
 4. Ensure the carrier understands Caltrans' right to occupy the tower with a whip antenna (per the MLA) and carrier must provide conduit from a pad to the tower.
 - B. If the answer is NO, tell them why (e.g. completing 2 year seismic retrofit project - "come back then," widening off-ramp, or consolidating maintenance station).
 2. Additionally, you may want to:
 - A. Offer to help them find a more suitable location.
 - B. Provide them with inventories, data bases, maps, and the Internet address.
- STEP 4: Preliminary proposal submitted by carrier.
1. Review it to ensure the proposal:
 - A. Meets the requirements of the checklist.
 - B. Is basically the same as the conceptual proposal.
 2. Hold the preliminary DARC, making sure the right programs are represented (not too many or too few).
 3. Set a time frame within which to review the proposal. You can:
 - A. Send carrier copies of plans with a form to use to respond with comments.
 - B. Set a formal meeting time for complex issues or proposals.
 - C. Keep the blueprints in a common room for one week for carrier to review at their discretion.
 - D. Tell carrier that if no comments are received back by a certain reasonable time, then "approved" is assumed. (This does NOT apply to Telecom Engineering; a non-response needs to be elevated to HQ/AS).
 4. If HQ must be involved in the preliminary review, allow additional time:
 - A. The Permit by Exception Committee, Structures Review or Seismic Retrofit coordination will require at least 15 working days to review/approve and get back to districts.
 - B. FHWA (and sometimes Telecommunications Engineering) review/approval is obtained after the preliminary DARC is completed.

DISTRICT CHECKLIST FOR TELECOMMUNICATIONS PROPOSALS

RW 15-5 (NEW 9/1997)

5. Advise carrier of review/approval of their preliminary proposal.
 - A. Advise carrier that the final plans must address any issues raised during the DARC.
 - B. The carrier may want to address any major concerns directly with the DARC.
 - C. If possible, send them the SLA to execute (see Step 5).
6. Deposit the \$1,000 processing fee.
 - A. If the proposal is for more than one carrier, but the plans show all the facilities (thus only one review needed), only one fee is required.
 - B. Open an account in RWPS for each carrier, depositing the processing fee in the primary carrier's account.

 STEP 5: Execute the Site License Agreement.

1. Establish the base license fee per the matrix (HQ R/W must pre-approve any rates outside the matrix).
2. Determine the "special clauses" for the SLA that cover:
 - A. Licensor's use of the facility (reserved space, additional antennas at cost, mounting of surveillance cameras, elimination of interference).
 - B. Access to and from the facility including notification, maintenance, gates.
 - C. Maintenance responsibilities of the carrier.
 - D. Identify if the carrier will be responsible for obtaining a maintenance permit as the facilities and access are within the operating right of way. (Note: this special clause does not apply to the need for an encroachment permit or a building permit as this is covered in the MLA.)
 - E. Other users at the site (colocation), stating that agreement has been reached between the parties and that a separate SLA will be needed for the other carrier and which carrier will be paying the base license fees.
 - F. The known and unknown hazardous substances at the site.
 - G. Identify any "upgrades" or "modifications" to the site that the carrier will be required to do prior to constructing, i.e. protecting the slope, building a gate, protecting trees.
 - H. Any other special clauses, provisions, or agreements needed to protect the Department's interests.
3. HQ R/W will need to pre-approve any "new" special clauses (see list).
4. Request FHWA's preliminary approval of the proposal. Submit:
 - A. Plans, photos, sketches.
 - B. DARC notes.
 - C. Carrier's narrative description of proposal.
5. District executes SLA granting a six-month period (Local Permitting Period).

 STEP 6: Local Permitting Period.

1. Work with the carrier to obtain final reviews and approvals.
2. Submit environmental document prepared by carrier for review by the Environmental Branch.
3. Submit final plans, final DARC notes and carrier's response to FHWA (via HQ) for final approval, including original Categorical Exclusion/Categorical Exemption executed by District Environmental Branch.
4. Submission of final plans, final DARC notes and carrier's response to HQ Telecommunications Engineering for final approval is required. (May have been provided to the district directly during the preliminary and/or final DARC meeting.)
5. Pend for final approvals, including the local building permit.

 STEP 7: Approval to construct.

1. Obtain final approvals as evidenced by:
 - A. Local building permit.
 - B. Environmental approval.
 - C. Final DARC.
 - D. Final approval of plans.
2. Annual Base License Fee payment (enter into RWPS as a Telecommunications License account).

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONSENT TO SUBLEASE

RW 15-08 (REV 06/2021)

CONSENT TO SUBLEASE

The State of California, Department of Transportation, hereby consents to the Sublease of Airspace Site No. _____
dated _____, by and between _____ as Sublessor, and _____
as Sublessee.

In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so called "pdf" format may be used in place of original signatures on this Consent to Sublease (Consent). All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Consent based on such telecopied or e-mailed signatures.

DATED: _____

LESSOR
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____

TRANSMITTAL TO HQ A/S

RW 15-9 (NEW 12/1997)

Lock Data on Form

TRANSMITTAL FORM

FROM: District _____ Airspace Manager

TO: HQ Airspace, Attention: _____

DATE: _____

RE: Review and Approval of Proposed Lease

Attached are documents for processing (**check one**).

- Requests
- Conceptual approval
- Preliminary approval
- Final approval

Please process and advise of approval status.

Check one:

- Request for consent to directly negotiate.
 Attached narrative, vicinity map, and draft site map
 States why it's in the best interest of the State to negotiate directly
 Site isn't landlocked
 Proposed lessee isn't local agency

- Request recommendation to approve terms and conditions.
 Attached narrative, vicinity map and sit map (usable square footage)
 Summary of terms and conditions (see _____)
 Appraisal summary (see _____)
 Will site be used as plottage for the adjacent property?
 What is FMV and rate of return?
 Is site landlocked?
 Proposed lessee isn't local agency
 If so, lease rate is less than fair market. Justification attached.

- Request approval of terms and conditions to CTC.
 Attached narrative, vicinity map, and site map (usable square footage)
 Why is it in the best interest of the State to enter into this lease?
 AAC's recommendation
 Summary of terms and conditions (see _____)

Note: HQ A/S will prepare Request for Approval of Terms and Conditions to CTC for all sites except leases with public entities that will pay a lease rate based on fair market data.

- Request permission to use 3-Year Directly Negotiated Non-Development Agreement.
 - A. Site cannot be bid because _____
 - OR
 - B. Site was bid but unseccessfully
 Discuss attempts to bid
 - C. Site is landlocked with only one adjacent owner
 Proposed use is _____
 DARC comments

TRANSMITTAL TO HQ A/S (Cont.)

RW 15-9 (NEW 12/1997)

-
- Transmittal of Telecommunications Site License Agreement.
 Narrative describing carrier's proposed facility
 Photo renditions
 Vicinity and site map
 Preliminary DARC comments
- Note: If Telecommunications Engineering has already approved at the DARC level, Draft SLA with special clauses.
 Will Caltrans share the facility, and , if so, identify equipment and method of installation.
 Colocatees at the site?
 Recommendation of non-standard clauses
 Construction schedule
 Maintenance schedule
 Preliminary plans (two 8x11 sets)
 Access (and if from the travelway, EAG's approval)
 Utilities (and if from Caltrans line, EAG's approval)
 Also requires special clause on paying for services.
- Request final approval of Telecommunications Site License Agreement.
 Environmental Branch's recommendation of Environmental document
 Final construction plans (showing excavation and trenching) (two 8x11 sets)
 Final DARC comments stating how all concerns/issues are addressed
- Transmittal of lease agreement.
 Originally executed copy of a lease over 5 years
 Amendment of a lease agreement
 Consent to Encumber
 MOL
 Estoppel Certificate
 Consent to Assign (with copy of assignment agreement)
 Consent to Sublease (with copy of sublease agreement)

Prior to leasing any site through direct negotiations or bidding, Airspace must obtain conceptual approval:

- Request conceptual approval:
 Vicinity map (location)
 Proposed use
 Improvements
 DARC comments
 FLA number for inventory
 Proposed leasing method and agreement

Prior to leasing any site for a development purpose through direct negotiations, Airspace must obtain preliminary approval:

- Request for preliminary approval:
 Vicinity map and site map (usable square footage)
 DARC comments
 Preliminary plans
- Show size and location of the proposed development, access and parking, location of columns and other existing structures, and existing and proposed landscaping
 - Proposed development, photo rendition, and construction schedule
-

TRANSMITTAL TO HQ A/S (Cont.)

RW 15-9 (NEW 12/1997)

If developed underneath a structure:

PSR.

Proposed column protection.

(Will require Structures Design approval.)

Copy of AAC's consent to directly negotiate.

Proposed schedule to obtain approval of terms and conditions.

Airspace must obtain final approval for:

All developed leases (direct or bid).

All leases over 5 years (direct or bid).

Marler Johnson lease.

Request for final approval of:

Vicinity map and site map.

Local agency approval (zoning ordinance and building permit).

Final construction plans (including all excavation and trenching).

Identify access, circuitry of traffic, utilities, improvements.

Environmental Branch's recommendation of Environmental Document.

Air Quality Statement or Study.

Final DARC review stating how all concerns/issues are addressed.

Copy of CTC's approval of terms and conditions, **OR**

The official request if not already obtained.

Modifications to the standard lease agreement to be used.

District is responsible for final approval for:

All sites that are bid for less than 5 years, as long as the use is as before.

Three Year Directly Negotiated Non-Development Lease.

Park and Ride lease to a non-profit agency.

Rental agreements.

HQ A/S and FHWA do not need to be involved as long as:

Use is as approved at conceptual phase.

No hazardous materials are involved.

Lease rate is based on an approved valuation and is determined to be fair market.