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

FROM: Department of Facilities Management and Information Technology

SUBMITTAL DATE:
May 4, 2009

SUBJECT: Public Safety Enterprise Communications Project Ground Lease, Corona

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to execute the Ground Lease for a Portion of Riverside County Assessor's Parcel Number 118-270-016 from the Corona-Norco Unified School District;
2. Authorize Riverside County Information Technology to fund the Ground Lease through waiver of co-location fees for Corona-Norco Unified School District radios at this site and at other Corona-Norco area county communication sites, as set forth in the lease; and

(Continued)

[Signature]
 Matt Frymire
 Chief Information Officer

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA/FM

| | | | | |
|-----------------------|--------------------------------------|-------|--------------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$-0- | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | \$-0- | Budget Adjustment: | N/A |
| | Annual Net County Cost: | \$-0- | For Fiscal Year: | 08/09 |

| | | |
|-------------------------------------|---|--------------------------|
| SOURCE OF FUNDS: PSEC Budget | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE
 BY: *[Signature]*
 Jennifer L. Sargent
 County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 SYNTHIA M. GUNZEL
 DATE: 5-14-09
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.37 12/18/07; 3.52 9/2/08 | District: 2 | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.46

RECOMMENDED MOTION: (Continued)

3. Authorize the undersigned Assistant County Executive Officer/ EDA/FM designee to execute any other documents and administer all actions to complete this transaction.

BACKGROUND:

A number of Public Safety Enterprise Communications (PSEC) radio development sites will be controlled through ground leases with property owners. The Corona-Norco Unified School District (CNUSD) has agreed to allow PSEC to ground lease a radio site at the school district's bus barn location in downtown Corona. The proposed site replaces dated roof top facilities at the nearby Corona County Administration Center on Buena Vista. The proposed location (Exhibit A) offers a key in-county PSEC site which links to other PSEC locations in the I-91 and I-215 area. Use of the previously developed site reduces environmental impact and holds down public costs.

In exchange for the use of the property, Riverside County Information Technology (RCIT) will provide at no cost to CNUSD space and common support services for CNUSD radios at this and at other county communication locations across the school district. Detailed terms and conditions will be governed by individual site licenses issued by Facilities Management and approved by the Director of Information Technology. RCIT will assume modest operation cost increases for electrical and other costs with colocation. A key goal of PSEC is to provide law enforcement, fire fighting communication and interagency coverage of Corona-Norco school sites, some of which are in poorly served areas.

A California Environmental Quality Act (CEQA) Final Environmental Impact Report (FEIR), which addresses potential environmental impacts stemming from the construction and operation of the proposed project, was certified by the Board on September 2, 2008, allowing site control and construction to move ahead. The city of Corona's Planning Department was also notified per Government Code 65402 and no opposition comments were received.

A standard form PSEC lease agreement approved by County Counsel is used for this site. Project construction costs will be fully funded through the currently appropriated PSEC budget.

(Continued)

BACKGROUND:

Ground Lease Summary:

Location: A portion of APN 118-270-016
Size: Approximately 2500 square feet (survey pending)
Lessor: Corona-Norco Unified School District
Term: 25 years with one 25 year option to extend
Rent: Waived fees for collocation rights to cover the District
Utilities
& Maintenance: By County
Market Data: N/A

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

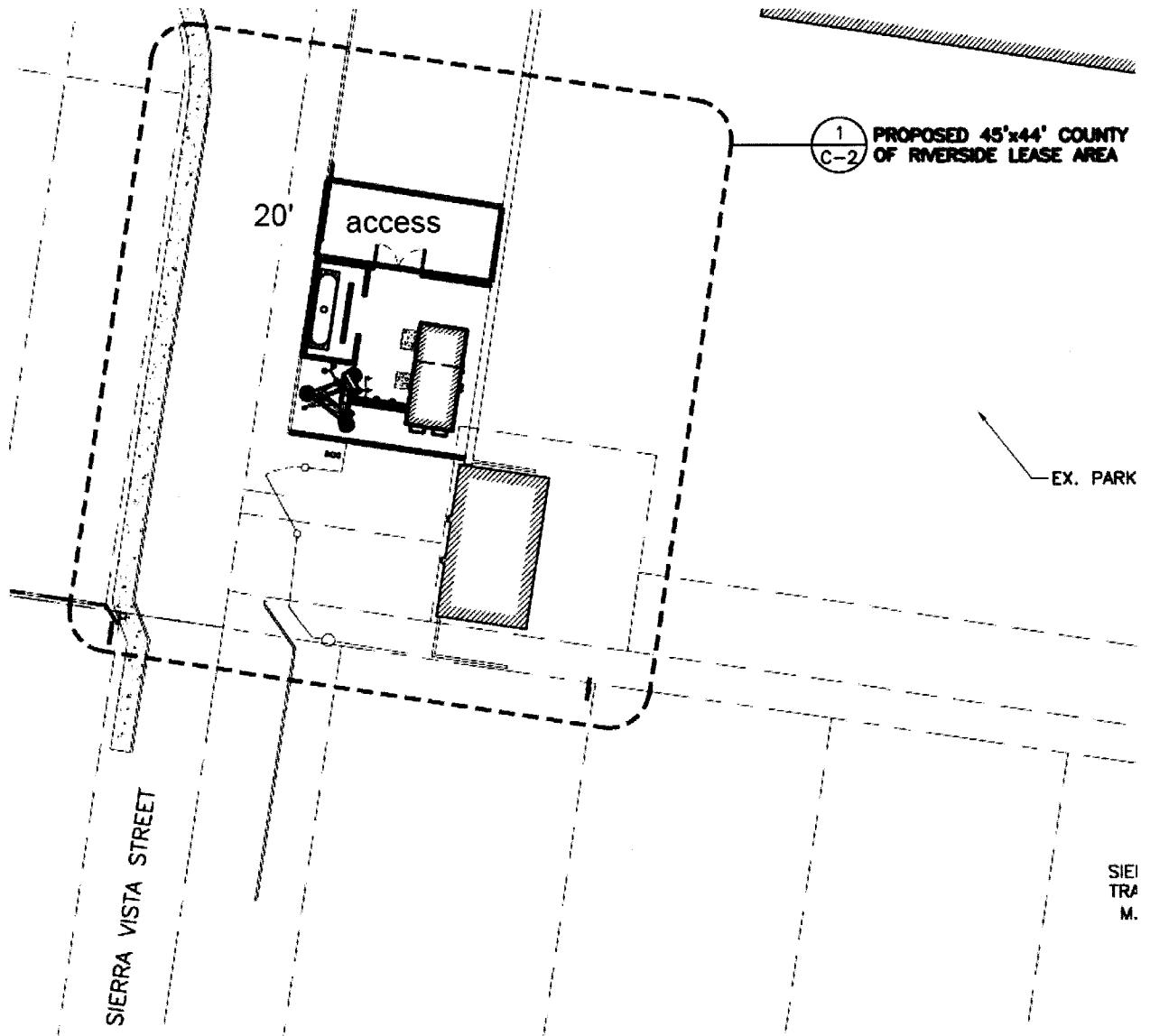
FINANCIAL DATA:

There are no costs associated with this Form 11.

EXHIBIT "A"

SITE MAP DEPICTING ACCESS AND UTILITIES EASEMENTS

[AN EASEMENT FOR UTILITIES DOES NOT APPLY AT THIS TIME. UTILITIES WILL BE LOCATED WITHIN A PUBLIC RIGHT OF WAY IMMEDIATELY ADJACENT TO THE PREMISES]



1 (c) Lessee will not permit any mechanics, or materialmen's or other liens on
2 Lessor's Property, the Premises, or any part thereof, for any labor or material furnished Lessee
3 in connection with work performed. Where, for any reason, a valid lien has been filed against
4 Lessor's Property, the Premises, or any part thereof, provided the final judgment is adverse to
5 Lessee, Lessee shall pay the determined amount of such lien with all costs, fees and charges,
6 thereby releasing such lien. Lessee shall have the right to contest the validity, nature or amount
7 of any such lien but, upon the final determination of such questions, shall immediately pay any
8 adverse judgment rendered with all proper costs and charges and shall have the lien released at
9 its own expense. If Lessee desires to contest any such lien, then prior to commencing such
10 contest, it will post a bond, where necessary, to release the lien.

11 **3. Conditions Precedent.** Performance by Lessee under this Lease shall be
12 conditioned upon (i) satisfactory results of "Tests" (as defined in Paragraph 6(a) below), (ii) a
13 good faith determination by Lessee prior to the "Commencement Date" (as defined in
14 Paragraph 4 below), of the suitability of the Premises in its sole discretion, (iii) approval and
15 issuance of all necessary governmental approvals and permits prior to the Commencement Date
16 to enable Lessee to construct and operate communications facilities on the Premises. In the
17 event Lessee notifies Lessor in writing prior to the Commencement Date that the
18 aforementioned conditions precedent have not been satisfied, this Lease shall be of no further
19 force and effect.

20 **4. Term.**

21 (a) The initial term of this Lease ("Initial Term") shall be twenty five (25)
22 years. The Initial Term of the Lease shall commence as of June 1, 2009 (the "Commencement
23 Date") and expire on May 31, 2029. Any holding over by Lessee after the expiration of said
24 term shall be deemed a month-to-month tenancy upon the same terms and conditions in this
25 Lease.

(b) Provided that a "Lessee Default" (as defined in Paragraph 18(a)) is not
then in effect, Lessee shall have the option to extend the Initial Term of this Lease for one (1)
additional consecutive term ("Renewal Term") of twenty five (25) years. The Renewal Term
shall be on the same terms and conditions as set forth herein. The terms "Initial Term" and
"Renewal Term" shall be referred to collectively in this Lease as the "Term". The Term of this
Lease is also subject to the termination provisions set forth in Paragraph 9 below. The option to
extend the Term of the Lease shall be exercised by Lessee in the following manner: the twenty
five (5) year option shall be exercised by Lessee giving to Lessor notice of its election to extend
the Lease, in writing, at least ninety (90) days prior to the expiration of the initial term of this
Lease.

5. No Cost Lease Consideration.

(a) Beginning on the Commencement Date and continuing until the first (1st)
anniversary of the date thereof, the consideration for this Ground Lease shall be the right ("Co-
Location Right") of Lessor, at no rental cost and under separate license agreement(s), to install
and operate its communication equipment in certain County communication facilities

1 (“Facilities” or “Facility”) as listed below. The Co-Location Right of Lessor shall be governed
2 by detailed terms and conditions set forth in site specific non-exclusive license agreements. No
license terms may exceed ten years in length, unless approved by the Riverside County Board of
Supervisors.

3 (b) The right of Lessor to obtain a no-cost license at any of the Facilities
4 listed below shall begin upon completion of construction of that Facility by County (including
5 installation of its own equipment in the building and on the tower), and shall continue for a
6 period of thirty six (36) months thereafter. As the sites may be on differing construction
schedules, County shall notify Lessor in writing when the thirty six month period commences
for each site.

7 (c) County shall not be obligated to build any or all of the listed sites. If any
8 of the listed sites is not built, the Co-Location Right for that Facility shall be null and void. If
9 this lease is terminated by Lessor pursuant to Section 9, Lessor’s right to a no-cost license shall
also terminate forthwith, and Lessor shall be subject to standard rates as approved and adjusted
annually on July 1st of each year by Riverside County Board of Supervisors.

10 (d) This Co-Location Right is subject to the availability of sufficient space
11 for the intended purpose and the reasonable review of technical specifications furnished by
12 Lessor, as licensee applicant, and the setting of terms and conditions by Riverside County
13 Information Technology to assure that the County and various licensees of the site, including
Lessor, are able to co-exist and function properly, free of interference.

14 Site list:

| Site Name | Latitude | Longitude |
|------------------|-------------|--------------|
| Buena Vista | 33 52 43.08 | 117 34 48.43 |
| Estelle Mountain | 33 45 36.9 | 117 26 3.5 |
| Cajalco | 33 50 11.94 | 117 29 35.05 |
| Green River | 33 53 19.8 | 117 38 51.7 |
| Lake Mathews | 33 50 19.0 | 117 22 11 |
| Beacon Hill | 33 56 03.48 | 117 33 42.6 |
| Temescal | 33 46 49.4 | 117 29 26.45 |

19 **6. Improvements; Access.**

20 (a) Lessee shall have the right (but not the obligation) at any time following
21 the full execution of this Lease and prior to the Commencement Date, to enter the Premises for
22 the purpose of making necessary inspections and engineering surveys (and soil tests where
23 applicable) and other reasonably necessary tests (collectively “Tests”) to determine the
suitability of the Premises for Lessee’s Facilities (as defined herein) and for the purpose of
24 preparing for the construction of Lessee’s Facilities. During any Tests or pre-construction
work, Lessee will have insurance as set forth in Paragraph 12, Insurance. Lessee will notify
25 Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of
same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee’s
contemplated use, then Lessee will notify Lessor and this Lease will terminate.

1 **(b)** Lessee has the right to construct, maintain and operate on the Premises
2 communications facilities, including but not limited to, radio transmitting and receiving
3 antennas, microwave dishes, tower and base consisting of a monopole with antennae array not
4 to exceed one hundred and fifteen (115') feet in height, equipment shelters and/or cabinets and
5 related cables and utility lines and a location based system, including, without limitation,
6 antenna(s), coaxial cable, base units, location based systems, and other associated equipment to
7 support Lessee's antennas, transmitting and receiving equipment, batteries, utility lines,
8 transmission lines, transmitting and receiving antennas and supporting structures and
improvements ("Lessee's Facilities"). By way of example and not limitation, Lessee shall have
the right, at its sole option, to install and use at the Premises a generator, of the type and kind
determined solely by Lessee, in connection with Lessee's Facilities; provided however, the
generator(s) selected by Lessee may not generate noise which shall disturb or interfere with the
classes and/or activities on Lessor's Property, as determined by Lessor in its sole but reasonable
discretion.

9 Prior to commencing initial construction of Lessee's Facilities, Lessee
10 shall obtain Lessor's approval of Lessee's conceptual work plans ("Plans"), which approval
11 shall not be unreasonably withheld, conditioned, or delayed. Lessor shall give such approval or
12 provide Lessee with its requests for changes within ten (10) calendar days of Lessor's receipt of
13 Lessee's Plans. If Lessor does not provide such approval or request for changes within such ten
14 (10) calendar day period, it shall be deemed to have approved the Plans. Notwithstanding
15 Lessor's approval of the Plans, prior to construction of the Lessee's Facilities, Lessee shall, if
16 required, submit and obtain the approval of its Plans by the State of California Division of State
17 Architect ("DSA"). Once the Plans of Lessee's Facilities have been approved by Lessor, and if
18 required, by DSA, such Plans shall be included and incorporated herein by this reference as
19 Exhibit "C" and shall control and describe Lessee's Facilities. Lessor shall not be entitled to
receive any additional consideration in exchange for giving its approval of the Plans. After the
Commencement Date and upon the approval of the Plans by Lessor, and if required, by DSA,
Lessee shall be entitled to commence and complete construction of Lessee's Facilities on the
Premises, as contemplated by Lessee, in accordance with the Plans. In connection therewith,
Lessee shall have the right to do all work necessary to prepare, and maintain the Premises for
Lessee's communications operations and to install subsurface utility lines and transmission lines
connecting antennas to transmitters and receivers.

20 Once such improvements are installed, and provided no DSA approval
21 was required for the initial installation of Lessee's Facilities, Lessee shall be required to obtain
22 Lessor's prior written consent to further improvements to Lessee's Facilities, except that Lessee
23 shall be permitted to make repairs, alterations, additions or modifications which substantially
24 conform to physical specifications (i.e., height, width, depth and size) of equipment and
25 improvements contained on the Plans previously approved by Lessor without Lessor's consent.

26 Lessee covenants and agrees to secure all permits and approvals
27 requested or required by applicable jurisdictions relative to Lessee's Facilities, including, if
28 required, compliance with the Field Act found at Education Code Sections 17280 et seq., and
29 17365 et seq. All of Lessee's construction and installation work shall be (i) coordinated with
30 Lessor so as not to interfere with scheduled classes or events of Lessor on Lessor's Property,

1 (ii) performed at Lessee's sole cost and expense, (iii) installed in a good and workmanlike
2 manner, and (iv) diligently prosecuted to completion to the end that such improvements shall
3 not remain in a partly finished condition any longer than reasonably necessary for completion.
4 Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by
5 Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures.
6 Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the
7 expiration or termination of this Lease.

8 (c) Lessor grants to Lessee, Lessee's employees, agents, contractors and
9 subcontractors (collectively, "Lessee's Persons"), a non-exclusive easement (during the Term of
10 this Lease) for vehicular and pedestrian ingress and egress to and from the Premises twenty-four
11 (24) hours a day, seven (7) days a week, at no charge to Lessee, along a right-of-way not to
12 exceed twenty (20') feet in width as depicted on Exhibit "D" ("Access Easement"). Lessor
13 represents and warrants that it has full rights of ingress to and egress from the Premises along
14 the Access Easement, and hereby grants such rights to Lessee to the extent required to
15 construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of
16 such rights shall not cause undue inconvenience to Lessor. Lessor shall provide Lessee with
17 keys, codes and combinations necessary to unlock all gates, fences and other security structures
18 on Lessor's Property in order to access the Premises at all times. Lessee shall be entitled to
19 directly contact Lessor's security personnel (who shall be instructed at all times to cooperate
20 fully with Lessee) in order to request their assistance in obtaining such access.

21 (d) Lessor shall be responsible for maintaining and repairing the Access
22 Easement in a manner sufficient to allow access, at its sole expense, except for any damage
23 caused by Lessee's use of the Access Easement. If Lessee causes any such damage, it shall
24 promptly repair same.

25 (e) Lessor grants to Lessee's Persons a non-exclusive easement (during the
Term of this Lease) for the purposes of installing, improving and/or using and maintaining
subsurface utility lines, wires, cables, conduits and pipes (including, but not limited to the
installation of emergency back-up power), as depicted on Exhibit "D", and described on Exhibit
"E" (the "Utilities Easement"). All such utility work shall be at the sole expense of Lessee.
The Parties will reasonably cooperate to provide a separate metering of the utilities which
Lessee uses. If Lessee is unable to install the utility service required for its Facilities in the
Utilities Easement as depicted on Exhibit "D" and described on Exhibit "E", Lessee shall
submit to Lessor, for Lessor's consent (which shall not be unreasonably withheld, conditioned,
or delayed), a plan describing the requested area for its utility service. If approved by Lessor,
the parties will execute an amendment to this Lease to include new exhibits describing and
depicting the new utility plan.

(f) Lessee shall fully and promptly pay, or cause to be paid, for all utilities
furnished to the Premises for the use, operation and maintenance of Lessee's Facilities,
including power, heat, air-conditioning, or other services used, rented or supplied to Lessee in
connection with its use of the Premises.

1 (g) Within sixty (60) calendar days following the expiration, cancellation or
2 termination of this Lease, Lessee shall remove all items of personal property, equipment, trade
3 fixtures and improvements constructed and installed by Lessee and will restore the Premises to
4 its original condition, reasonable wear and tear excepted.

4 **7. Interference with Communications.** Lessee's Facilities shall not disturb the
5 communications configurations, equipment and frequency which exist on Lessor's Property on
6 the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall
7 comply with all non-interference rules of the FCC. Lessor shall not cause or permit any other
8 wireless commercial or government antenna structure(s) to be erected upon any portion of
9 Lessor's Property which would interfere with the communications operations of Lessee
10 described in Paragraph 2 above, or otherwise impair the quality of the communications
11 transmissions made to and from the Premises by Lessee, without Lessee's prior written consent,
12 which consent shall not be unreasonably withheld or delayed. Such interference with Lessee's
13 communications operations shall be deemed a breach by Lessor and in the event any such
14 interference does not cease within thirty (30) days after written notice of such interference has
15 been provided by Lessee to Lessor, the parties acknowledge that continuing interference will
16 cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to
17 enjoin such interference or to terminate the Lease immediately upon notice to Lessor.
18 Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as
19 on the Commencement Date shall not be deemed interference.

13 **8. Taxes.** Lessee shall be responsible for, and agrees to pay prior to delinquency,
14 any and all taxes, assessments, levies, fees and other governmental charges of every kind or
15 nature (hereinafter, collectively called "taxes") which are levied or assessed by any municipal,
16 county, state, federal or other taxing or assessing authority upon, against or with respect to
17 Lessee's use of the Premises or any increase in those taxes based on the assessed value of
18 Lessee's Facilities. Additionally, Lessee shall pay all personal property taxes assessed against
19 Lessee's Facilities.

17 **9. Termination/Relocation.**

18 (a) This Lease may be terminated without further liability on thirty (30) days
19 prior written notice as follows: (i) by either party upon a default of any covenant, condition, or
20 term hereof by the other party, which default is not cured within sixty (60) days of receipt of
21 written notice of default; (ii) if applicable, should the conditions precedent set forth in
22 Paragraph 3 not be satisfied, provided Lessee delivers written notice of termination to Lessor
23 prior to the Commencement Date; (iii) if applicable, by Lessee if it does not obtain or maintain,
24 licenses, permits or other approvals necessary to the construction or operation of Lessee's
25 Facilities; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or
directive of the FCC or other governmental or regulatory agency, including, but not limited to, a
take back of channels or change in frequencies; (v) by Lessee if Lessee determines that the
Premises are not appropriate for its operations for economic, environmental or technological
reasons, including without limitation, signal strength or interference, or (vi) by Lessee with
ninety (90) days written notice for any other reason at any time during the Term of this Lease or
any extension of this Lease.

1 **(b)** In addition to the bases for termination set forth in Paragraph 9(a), Lessor
2 shall have the right to terminate this Lease at any time after the expiration of the first Renewal
3 Term following the Commencement Date for any or no reason upon one hundred-eighty (180)
4 days prior written notice to Lessee.

5 **(c)** If at any time following the expiration of the Initial Term Lessor
6 determines in Lessor's sole discretion that the Premises are needed for educational purposes, the
7 Parties hereto may agree that Lessee's Facilities will be relocated, at no cost to Lessee, to a
8 mutually agreed upon location on Lessor's Property. Lessor shall provide Lessee with not less
9 than one hundred-eighty (180) days prior written notice of Lessor's proposed relocation of
10 Lessee's Facilities. In the event Lessor and Lessee cannot mutually agree to a new location on
11 Lessor's Property, either party shall have the right to immediately terminate this Lease. Any
12 relocation of Lessee's Facilities shall be accomplished with no interruption of Lessee's
13 communications transmissions and without any interruption of Lessee's obligations to make any
14 payment of Rent or any other payment required by this Lease, and to observe or perform any of
15 the express or implied covenants or provisions of this Lease to be observed or performed by
16 Lessee. Said relocation shall not cause any material deprivation in the quality of
17 communications services provided from Lessor's Property.

18 **10. Destruction of Premises.** If the Premises or Lessor's Property is destroyed or
19 damaged so as in Lessee's judgment to materially impair its effective use of Lessor's Property,
20 Lessee may elect (1) to terminate this Lease as of the date of the damage or destruction by so
21 notifying Lessor no more than thirty (30) days following the date of damage or destruction, or
22 (2) use a mutually agreed upon portion of Lessor's Property for temporary mobile/ wireless
23 communications facilities until the Premises are repaired or rebuilt so that Lessee can resume its
24 normal mobile/wireless communications operations. In the event Lessee elects to terminate, all
25 rights and obligations of the parties which do not survive the termination of this Lease shall
cease as of the date of the damage or destruction. In the event Lessee elects to continue this
Lease, Rent shall be proportionally abated, that the reduction in the usable portion of Lessee's
Facilities as a result of the above damage or destruction bears to the total usable space in
Lessee's Facilities existing prior to such damage or destruction. Any abatement of Rent
allowed under this Paragraph shall commence as of the event of destruction or damage giving
rise to the abatement of Rent and shall terminate on the earlier of (i) the completion of Lessee's
restoration, repair or reconstruction of the damaged or destroyed improvements or (ii) three (3)
months following Lessee's ability to commence the required restorations, repairs or
reconstruction of the damage or destroyed Lessee's Facilities. Following the termination of
such abatement of Rent, the full amount of Rent provided by this Lease, and all increases
thereto, shall thereafter be payable without further abatement.

26 **11. Condemnation.** If a condemning authority takes all of Lessor's Property, or a
27 portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's
28 use, then this Lease shall terminate as of the date when possession is delivered to the
29 condemning authority and Rent shall be adjusted to the date of termination. If such
30 condemnation is not extensive enough to render the Premises unusable for the business of
31 Lessee, this Lease shall continue in full force and effect, except that after the date the
32 condemning authority takes possession, the Rent shall be reduced pro-rata, based on the number

1 of square feet of the Premises which are lost in such condemnation for the remainder of the
2 Term, as the same may be extended.

3 **12. Insurance.**

4 (a) Lessee shall have the right to self-insure with respect to any of the
5 insurance below. Lessee shall maintain its self-insurance program in full force during the term
6 of this Lease.

7 (b) Lessee shall maintain the following insurance: (1) Commercial General
8 Liability with limits of Five Million Dollars (\$5,000,000.00) combined single limit per
9 occurrence, such limit may be satisfied by a combination of primary and umbrella policies,
10 (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00)
11 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with
12 limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessee shall name Lessor as an
13 additional insured with respect to the above Commercial General Liability insurance.

14 (c) Lessee shall maintain standard form property insurance ("All Risk"
15 coverage) equal to at least 90% of the replacement cost covering Lessee's improvements, or
16 personal property on the Premises. Lessee waives any rights of recovery against Lessor for
17 injury or loss due to hazards covered by Lessee's insurance and Lessor shall require such
18 insurance policies to contain a waiver of recovery against Lessor.

19 (d) The policies of insurance required by this Paragraph 12 shall be carried
20 with responsible and solvent insurance companies authorized to do business in the State of
21 California. In addition, and prior to commencement of any work on the Premises, Lessee shall
22 deliver to Lessor true and correct copies of all certificates of insurance reflecting the coverage
23 required by this Paragraph 12. Lessee agrees that it shall not cancel or reduce the required
24 coverage limits provided by the policies of insurance described in this Paragraph 12 without
25 first giving Lessor at least thirty (30) days prior written notice. Lessee agrees to provide Lessor
true and correct copies of all new or revised certificates of insurance within fourteen (14) days.

18 **13. Sale, Transfer or Assignment.**

19 (a) Except as otherwise provided for in Paragraph 9, should Lessor, at any
20 time during the Term of this Lease, sell, transfer or otherwise convey all or any part of Lessor's
21 Property to any transferee other than Lessee, then such transfer shall be under and subject to this
22 Lease and all of Lessee's rights hereunder.

23 (b) Lessee may not assign, or otherwise transfer all or any part of its interest
24 in this Lease or in the Premises without the prior written consent from Lessor, such consent
25 shall not to be unreasonably withheld, conditioned, or delayed; provided, however, that Lessee
may assign its interest without Lessor's consent, to Lessee's principal, affiliates, subsidiaries of
its principal or to any entity which acquires all or substantially all of Lessee's assets in the
market defined by the Federal Communications Commission in which the Premises is located
by reason of merger, acquisition or other business reorganization; or to any entity which

1 acquires or receives an interest in the majority of communications towers of Lessee in the
2 market defined by the Federal Communications Commission in which the Premises is located.
3 In the event Lessor consents to any such assignment or sublease, Lessee understands and agrees
4 that it shall remain primarily liable for the performance of all terms and conditions of this Lease
5 unless the assignee assumes all the rights and obligations of this Lease.

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8 **14. Title and Quiet Enjoyment.**

9 (a) Lessor warrants that it has full right, power, and authority to execute this
10 Lease; Lessor further warrants that, subject to Lessee's compliance with all material provisions
11 contained in this Lease, Lessee shall have quiet enjoyment of the Premises during the Term of
12 this Lease or any Renewal Term.

13 (b) At any time prior to the Commencement Date, Lessee has the right to
14 obtain a title report or commitment for a leasehold title policy from a title insurance company of
15 its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or
16 encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the
17 right to terminate this Lease immediately upon written notice to Lessor.

18 **15. Repairs.** Lessee shall be required to make any repairs to the Premises for
19 damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors,
20 and shall, except with respect to the Access Easement and Utilities Easement, at Lessee's sole
21 cost and expense, keep and maintain all structures and other improvements, including all
22 landscaping on the Premises, if any, in good order and repair, and the whole of the Premises,
23 other than the easements granted herein to Lessee, free of weeds, rubbish, and in a clean,
24 sanitary, and neat condition.

25 **16. Environmental.** Lessor represents, to the best of its knowledge, that the
Premises have not been used for the generation, storage, treatment or disposal of hazardous
materials, hazardous substances or hazardous wastes. In addition, Lessor represents, to the best
of its knowledge, that no hazardous materials, hazardous substances, hazardous wastes,
pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including
crude oil or any fraction or derivative thereof) or underground storage tanks are located on or
near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the
representations stated herein as a material inducement for entering into this Lease. Lessor
hereby indemnifies Lessee and Lessee's partners, affiliates, agents and employees against and
holds Lessee and all such persons and entities harmless from any and all costs (including
reasonable attorney's fees and costs) and claims of liability to the extent such claims result from
or arise out of the breach by Lessor of any of the representations stated in this Paragraph 16,
provided that such claims do not arise due to Lessee's generation, disposal, storage or treatment
of any of the above-described materials.

17. Indemnification. Each party hereby mutually indemnifies the other and the
other's officers, directors, employees, contractors and agents against and holds the other and all
such persons and entities harmless from any and all costs (including reasonable attorney's fees
and costs) and claims of liability for or loss from bodily injury and/or property damage to the

1 extent such claims result from or arise out of the use and/or occupancy of Lessor's Property by
2 such indemnifying party. Notwithstanding the preceding, the provisions of this Paragraph 17
3 shall not apply to any claim arising from or in connection with any negligent or intentional
4 conduct of the indemnified party or of any agent, employee, contractor or invitee of such party.

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18. Lessee's Default.

(a) A "Lessee Default" will occur if: (i) Lessee fails to make any payment of Rent when due if any such payment is not received within ten (10) days after Lessee receives written notice from Lessor of such failure; or (ii) Lessee fails to perform any of its obligations in this Lease other than the payment of Rent within thirty (30) days after Lessee receives a notice from Lessor of Lessee's failure to perform or, if the required performance is of such a character as to require more than thirty (30) days to complete, and Lessee does not use reasonable diligence in starting the required performance within the thirty (30) day period.

(b) If a Lessee Default occurs, Lessor may (i) pursue any legal or equitable remedy, and/or (ii) terminate the Lease. Prior to any such termination, Lessor shall not re-enter the Premises or remove anyone or anything from the Premises.

19. Lessor's Default.

(a) A "Lessor Default" will occur if Lessor fails to perform any of Lessor's obligations in this Lease within thirty (30) days after Lessor receives a notice from Lessee of Lessor's failure to perform or, if the required performance is of such a character as to require more than thirty (30) days to complete, and Lessor does not use reasonable diligence in starting the required performance within the thirty (30) day period.

(b) If a Lessor Default occurs, Lessee may (i) pursue any legal or equitable remedy, and/or (ii) terminate the Lease.

20. Subordination/Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage or other security interest by Lessor which from time to time may encumber all or part of Lessor's Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and may have access to the Premises as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event Lessor's Property is encumbered by a mortgage or other security interest, Lessor immediately after this Lease is executed, will obtain and furnish to Lessee, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

21. Miscellaneous.

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than

1 **(b)** This Lease shall be binding on and inure to the benefit of the successors
2 and permitted assignees of the respective parties.

3 **(c)** Any notice or demand required to be given herein shall be made by
4 certified or registered mail, return receipt requested, in writing, or reliable overnight mail to the
5 address of the respective parties set forth below:

6 Lessor: Corona-Norco Unified School District
7 2820 Clark Avenue
8 Norco, California 92860-1903
9 Attn: Assistant Superintendent, Facilities

10 Lessee: County of Riverside
11 3133 Mission Inn Avenue
12 Riverside, California 92507-4199
13 Attn: Agency for Economic and Facility Development

14 Lessor or Lessee may from time to time designate any other address for this purpose by written
15 notice to the other party.

16 **(d)** This Lease shall be governed under the laws of the State of California.
17 Any action at law or in equity brought by either of the Parties hereto for the purpose of
18 enforcing a right or rights provided by this Lease shall be tried in a court of competent
19 jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all
20 provisions of law providing for a change of venue in such proceedings to any other county.

21 **(e)** Whenever reference is made to "day" or "days" in this Lease, all such
22 references shall refer to calendar days unless otherwise specifically stated.

23 **(f)** Terms and conditions of this Lease which by their sense and context
24 survive the termination, cancellation or expiration of this Lease will so survive.

25 **(g)** Upon request either party may require that a Memorandum of Lease be
recorded in the form of Exhibit "F".

(h) This Lease may be executed in two or more counterparts, each of which
shall be deemed an original, but all of which taken together shall constitute but one and the
same document.

(i) All exhibits referred to in this Lease and attached hereto are incorporated
herein by this reference.

(j) Lessee hereby appoints the Assistant County Executive Officer for the
Agency for Economic and Facility Development as its authorized representative to administer
this Lease.

1 **(j)** Lessee hereby appoints the Director of Facilities Management as its
2 authorized representative to administer this Lease.

3 **(k)** This Lease constitutes the entire Lease and understanding between the
4 Parties, and supersedes all offers, negotiations and other leases concerning the subject matter
5 contained herein. There are no representations or understandings of any kind not set forth
6 herein. Any amendments to this Lease must be in writing and executed by both Parties.

7 **(l)** The Parties hereto have negotiated this Lease at arm's length and with
8 advice of their respective attorneys, and no provision contained herein shall be construed
9 against either party solely because it prepared this Lease in its executed form.

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1 **IN WITNESS WHEREOF**, the parties have executed this Lease as of the date first
above written.

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3 **LESSOR**
4 **CORONA-NORCO UNIFIED SCHOOL**
5 **DISTRICT, A CALIFORNIA PUBLIC**
6 **SCHOOL DISTRICT**

7 By: _____
8 (Signature)

9 Name: _____
10 (Print or type)

11 Title: _____

12 Date signed: _____

13 **LESSEE**
14 **COUNTY OF RIVERSIDE, A POLITICAL**
15 **SUBDIVISION OF THE STATE OF**
16 **CALIFORNIA**

17 By: _____
18 Jeff Stone, Chairman
19 Board of Supervisors

20 Date signed: _____

21 Attest:
22 Kecia Harper-Ihem
23 Clerk to the Board

24 By: _____
25 Deputy

26 Approved as to Form:
27 Pamela J. Walls
28 County Counsel

29 By: Synthia M. Gunzel
30 Synthia M. Gunzel
31 Deputy County Counsel

JRF:ra
5/4/09
066IT
11.992

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

WITHIN A PORTION OF LOT 4 AND PARCEL 1 AS SHOWN BY A RECORD OF SURVEY ON FILE IN BOOK 49, PAGE 15 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF CORONA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 4, THENCE N08°41'44"E, 51.75 FEET; THENCE S81°18'16"E, 9.55 FEET TO THE POINT OF BEGINNING; THENCE N08°41'44"E, 45.00 FEET; THENCE S81°29'16"E, 44.00 FEET; THENCE S08°41'44"W, 45 FEET; THENCE N81°29'16"W, 44.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1980 SQ. FT. OF LAND.

EXHIBIT "C"

PLANS FOR LESSEE'S FACILITIES

[TO BE INSERTED PRIOR TO CONSTRUCTION]

EXHIBIT "D"

SITE MAP DEPICTING ACCESS AND UTILITIES EASEMENTS

[AN EASEMENT FOR UTILITIES DOES NOT APPLY AT THIS TIME. UTILITIES WILL BE LOCATED WITHIN A PUBLIC RIGHT OF WAY IMMEDIATELY ADJACENT TO THE PREMISES]

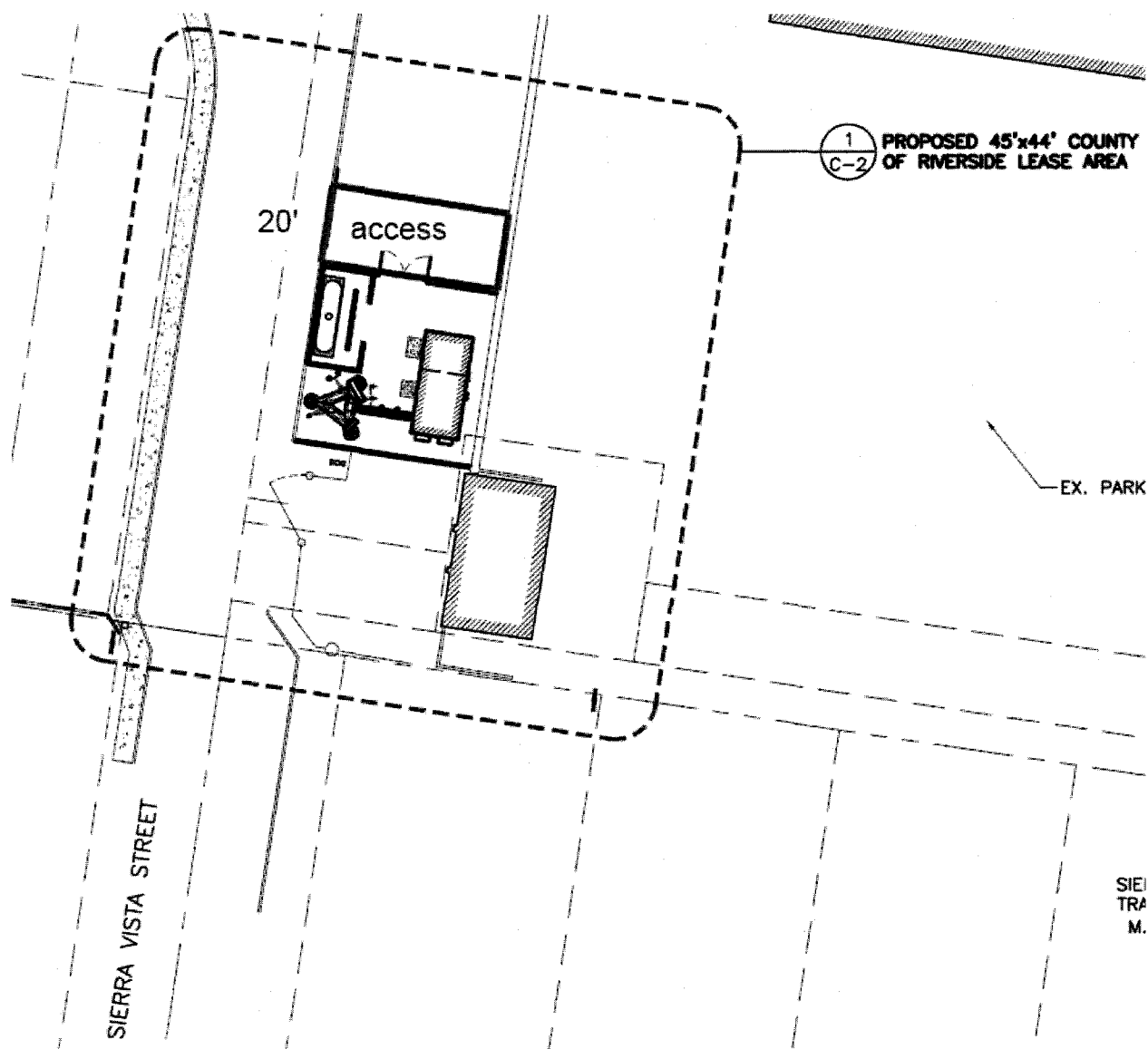


EXHIBIT "E"

LEGAL DESCRIPTION OF UTILITIES EASEMENT

**[AN EASEMENT FOR UTILITIES IS NOT REQUIRED AT THIS TIME. UTILITIES
WILL BE LOCATED WITHIN A PUBLIC RIGHT ABUTTING THE PREMISES]**

EXHIBIT "F"

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Corona-Norco Unified School District
2820 Clark Avenue
Norco, California 92860-1903
Attn: Assistant Superintendent, Facilities

(Space above for Recorder's use)

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum") dated as of _____, 2009, is between the Corona-Norco Unified School District, a California public school district ("Lessor") and the County of Riverside, a political subdivision of the State of California ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of _____, 2009, covering certain premises ("Premises") situated and used as Lessor's Maintenance and Operations Department, located at 330 Buena Vista Avenue, City of Corona, County of Riverside, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Riverside County, California.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Lessor has leased the Premises to Lessee (together with access and utility rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.

2. **Expiration Date.** The term of the Lease ("Term") is scheduled to commence on June 1, 2009 and shall expire twenty (20) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for six (6) additional consecutive terms of five (5) years each.

3. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

ATTEST WITNESS

LESSOR
CORONA-NORCO UNIFIED SCHOOL DISTRICT, A CALIFORNIA PUBLIC SCHOOL DISTRICT

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or type)

Name: _____
(Print or type)

Date signed: _____

Title: _____

Tax ID# _____

Date signed: _____

LESSEE
COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Date: _____

By: _____
Robert Field

Title: _____
Assistant County Executive Officer/ AEF D

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

WITHIN A PORTION OF LOT 4 AND PARCEL 1 AS SHOWN BY A RECORD OF SURVEY ON FILE IN BOOK 49, PAGE 15 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF CORONA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1980 SQ. FT. OF LAND.