

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

621



**FROM:** Economic Development Agency and Riverside County Information Technology      **SUBMITTAL DATE:** June 22, 2009

**SUBJECT:** Public Safety Enterprise Communications Project Ground Leases, Rancho California Water District

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Ground Leases for the Vaquero and Redondo Mesa Public Safety Enterprise Communications sites and authorize the Chairman of the Board to execute the same on behalf of the County.

**BACKGROUND:** (Commences on Page 2)


 Matt Frymire Chief Information Officer	 Robert Field Assistant County Executive Officer/EDA
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<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$100,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

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

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
 Elizabeth J. Olson  
 County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
 BY:   
 CYNTHIA M. GUNZEL      DATE: 7-2-09  
 Departmental Concurrence

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

**BACKGROUND:**

The Public Safety Enterprise Communications (PSEC) project utilizes long term ground leases in situations where the site owner will not sell the small land parcel required for the wireless communication site. The Vaquero and Redondo Mesa PSEC sites are located within the Rancho California Water District (RCWD) water tank sites where a land sale is not feasible. The two leaseholds include access road and power line easements. The tank areas have been disturbed by development, so new environmental impact is minor. The lease and subsequent construction was covered by a Final Environmental Impact Report (FEIR) certified by the Board on September 2, 2008.

The Ground Lease is summarized below:

Locations:	Vaquero Leasehold located on a portion of Assessor's Parcel Number 939-110-002  Redondo Mesa Leasehold located on a portion of Assessor's Parcel Number 932-060-052
Lessor:	Rancho California Water District
Size:	Each leasehold interest is approximately 3,000 square feet plus non-exclusive utility and vehicular access easements
Term:	Fifty years commencing on the date that Ground Lease is fully executed
Rent:	For each site, \$1,000 per year prepaid for the 50 year term (\$50,000)
Rent Adjustments:	N/A
Utilities:	By County
Interior/Exterior Maintenance:	By County

The attached Ground Leases have been reviewed and approved by County Counsel as to legal form.

Economic Development Agency and Riverside County Information Technology  
Public Safety Enterprise Communications Project Ground Leases, Rancho California  
Water District  
June 22, 2009  
Page 3

**FINANCIAL DATA:**

All associated costs for this Ground Lease will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will carry operating costs plus the annual rents and lump sum payments. Economic Development Agency (EDA) will front the utility costs for this lease in FY 2009/2010. RCIT will reimburse EDA for all associated lease costs. EDA will return to the Board with the First Quarter Report to request any necessary budget adjustments to its FY 2009-2010 budget associated with this transaction.

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## COMMUNICATIONS SITE LEASE

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between **RANCHO CALIFORNIA WATER DISTRICT**, A California Water District Operating under the California Water District Law (Water Code Section 34000, et seq.) (hereinafter "Lessor" or "RCWD"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "Lessee").

### RECITALS

A. Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 939-110-002, and commonly referred to as RCWD's Freeman Reservoir located at 27330 Calle Escadera, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.

B. Lessor desires to lease a portion of the Property to Lessee as shown on Exhibit "B" attached hereto and incorporated herein.

C. Lessee desires to lease such portion of the Property from Lessor, for the purpose of constructing, installing, operating, and maintaining a communications facility, tower and related equipment and structures to house such facilities and equipment.

NOW, THEREFORE, the parties agree as follows:

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

2. Premises. Subject to the following terms and conditions, Lessor hereby leases to Lessee that certain ground space on the Property to install certain equipment and fixtures as indicated on Exhibit "B", attached hereto and incorporated herein by reference, including any applicable easements for utilities and access to the Premises, (hereinafter "the Premises"). Lessee agrees to restore Lessor's property to the original condition at Lessee's expense upon termination of the Lease, including returning fencing and landscaping back to the conditions that existed prior to the tenancy created by this Lease. Lessee further agrees to remove any hazardous material contaminant produced by Lessee's operations at the Premises in a code compliant manner.

3. Initial Term. The Term of this Lease shall be for a period of fifty (50) years, commencing on June 1, 2009. Any holding over by Lessee after the expiration of said term shall be deemed a year to year tenancy upon the same terms and conditions in this Lease.

4. Rent. Lessee shall pay the sum of One Thousand Dollars (\$1,000) per year to Lessor as rent. Rent for the entire term of fifty (50) years, in the sum of Fifty Thousand Dollars (\$50,000), shall be prepaid to Lessor upon commencement of the term of this Lease, except that, in the event of early termination pursuant to Section 11, the unearned prorated portion of the prepaid rent shall be reimbursed to Lessee.

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1           5. Use. The Premises shall be used by Lessee for the purpose of operating electronic  
2 communication equipment by the Riverside County Information Technology Department  
3 (RCIT) County Fire and/or County Sheriff. Lessee shall have exclusive possession of the  
4 Premises together with appropriate non-exclusive access across Lessor's Property to the  
5 Premises, including any required utility access corridors. Lessee may grant licenses to other  
6 government agencies to co-locate communication equipment on its tower or in its equipment  
7 shelter. At any time during the first five years of the term of this lease, and provided Lessee  
8 has constructed the facility, Lessor shall have the option to co-locate Lessor's communication  
9 equipment on Lessee's tower on the Premises and/or in Lessee's equipment shelter on the  
10 Premises, at no rental or cost recovery expense, and Lessee shall allow such installation, in  
11 coordination with Lessee's Information Technology department. Lessee shall also use its best  
12 efforts to allow Lessor to co-locate Lessor's communication equipment on Lessee's towers  
13 and/or equipment shelters on other sites owned by, leased to, or under license to, Lessee  
14 ("Other Sites"), for any towers and/or equipment shelters used by Lessee for like purposes.  
15 Lessor's right to co-locate Lessor's communication equipment on Lessee's towers and/or  
16 equipment shelters on Other Sites is subject to the availability of sufficient space for the  
17 intended purpose and the reasonable review of technical specifications furnished by Lessor to  
18 Lessee and the setting of conditions by Lessee's Information Technology department to  
19 assure that the Lessee is able to co-exist and function properly, free of interference, and shall  
20 be governed by and subject to the terms and conditions set forth in a separate license  
21 agreement, including provisions to pay rent or cost recovery in accordance with rates adopted  
22 annually by the Riverside County Board of Supervisors..

13           6. Utility Charges. Lessee shall obtain a separate electric meter and shall pay, or  
14 cause to be paid, all charges for power, heat, air-conditioning, or other services used, rented  
15 or supplied to Lessee in connection with its use of the Premises. Lessor shall grant any  
16 necessary utility easement across the Property. Lessee shall maintain any new landscaping  
17 that it is required to install for a period of two years from the date of installation, after which  
18 Lessor shall assume maintenance responsibilities.

16           7. Acceptance of Premises. To the best of Lessor's knowledge there have been no  
17 hazardous material spills or underground fuel storage tanks on the Property, nor does it have  
18 knowledge of septic or drain fields or buried wastes on or within the Premises or Property.  
19 Lessee, at Lessee's option and sole cost, may conduct a Phase I Hazardous materials study  
20 and Lessor agrees to cooperate in completion of such study. Lessor shall inform Lessee of  
21 any present or future underground utilities placed by Lessor or Lessor's tenants so that Lessee  
22 may protect such improvements during construction and operation. Otherwise, Lessee  
23 accepts the Premises "as is" and acknowledges that Lessor has made no representation  
24 whatever concerning the fitness of the Premises for the use intended by Lessee. Lessee  
25 agrees to keep the Premises free of hazardous materials contamination and shall store and  
use fuels, lubricants, batteries and other similar materials in a safe and code complaint  
manner and assumes full responsibilities for such materials use within the Premises. If  
Lessee conducts a Phase 1 study, a complete copy of the Phase 1 report shall be provided to  
Lessor.

24           8. Improvements by Lessee. Lessee shall have the right (but not the obligation) at  
25 any time following the full execution of this Lease and prior to the Commencement Date, to  
enter the Premises for the purpose of making necessary inspections and engineering surveys  
(and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to

1 determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the  
2 purpose of preparing for the construction of Lessee's Facilities. Lessee has the right to  
3 construct, maintain, install, repair and operate on the Premises radio and microwave  
4 communications facilities, including but not limited to, radio frequency transmitting and  
5 receiving equipment, batteries, backup generators, utility lines, transmission lines, radio and  
6 microwave frequency transmitting and receiving antennae and supporting structures and  
7 improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all  
8 work necessary to prepare, add, maintain and alter the Premises for Lessee's communications  
9 operations and to install utility lines and transmission lines connecting antennas to transmitters  
10 and receivers. Lessee shall have the right to install any warning signs on or about the  
11 Premises required by federal, state or local law. All of Lessee's construction and installation  
12 work shall be performed at Lessee's sole cost and expense and in a good and workmanlike  
13 manner. Prior to construction, Lessee shall present construction drawings to Lessor for review  
14 and approval. Lessor shall have thirty (30) business days to provide comments in writing to  
15 Lessee. If no response has been received by Lessor within thirty (30) days, drawings and  
16 design will be deemed acceptable by Lessor.

17 Any subsequent alterations, improvements or installation of fixtures shall not require prior  
18 written consent of Lessor, however written notice of such improvement or upgrade shall be  
19 provided to Lessor prior to commencement of construction, and any such improvement or  
20 upgrade shall comply with Section 12. Lessee may install additional radio or electronic  
21 equipment in its structure, on the Premises or on its tower without consent of the Lessor. All  
22 alterations and improvements made and fixtures installed by Lessee shall remain Lessee's  
23 property and may be removed by Lessee at or prior to the expiration of this Lease; provided,  
24 however, that such removal does not cause injury or damage to the Premises, or in the event  
25 it does, Lessee shall restore the Premises to good condition.

Lessee shall comply with all Federal, State and Local environmental laws pertaining to  
the installation of a fuel storage tank. The installation and permitting shall be in Lessee's  
name and Lessee shall provide Lessor with current copies of all required permits such as  
AQMD, Riverside County Health, etc. If the Lease is terminated for any reason, Lessee shall  
remove at its sole cost the fuel tank(s) and comply with all Federal, State and local  
environmental law regarding the removal of a fuel storage tank. Lessee shall provide Lessor  
with a complete copy of any reports required by any applicable authority pertaining to the fuel  
tank(s) removal.

9. Insurance. Lessee is a local government entity created under the laws of the State  
of California, and is self-insured against any third party liability loss. Lessee shall cause  
Lessor and its governing board, officers, employees, contractors and agents to be listed as  
additional insured's under Lessee's self-insurance program, shall maintain its self-insurance  
program in full force during the term, and shall provide proof of self-insurance if requested by  
Lessor.

10. Hold Harmless. Lessee shall indemnify, defend and hold Lessor, its governing  
board, officers, employees, contractors and agents, harmless from and against any loss,  
liability, claim, damage or expense (including attorneys' fees) arising from or in any manner  
related to the use or occupancy of the Premises or the access thereto, except to the extent  
such loss, liability, claim, damage or expense is caused by the sole negligence or willful  
misconduct of the Lessor, its governing board, officers, employees, contractors or agents.

1           11. Option to Terminate. Lessee shall have the option to immediately terminate this  
2 Lease if the Premises are destroyed or damaged to the extent that they cannot be repaired, or  
3 with ninety (90) days written notice for any other reason at any time during the term of this  
4 Lease or any extension of this Lease. If Lessee terminates this Lease in accordance with this  
5 provision, Lessee at its sole cost shall remove all improvements from the Premises and leave  
6 the site free of debris.

7           Lessor shall have the right to terminate this Lease in the event of Lessee's default or  
8 breach of any terms or conditions of this Agreement, including but not limited to failure to  
9 maintain and operate the Premises in accordance with applicable law and requirements, after  
10 providing thirty (30) days written notice to Lessee, whereupon Lessee shall have the option to  
11 avoid termination by correcting the default or breach before the termination date or, if  
12 correction is not possible before the termination date, by notifying Lessor, in writing, that it has  
13 commenced to correct the default or breach and the estimated date of completion. In the  
14 event of Lessor's termination for Lessee's default and failure to correct within the time  
15 specified above, Lessee at its sole cost shall remove all improvements from the Premises and  
16 leave the Premises free of debris.

17           12. Interference. Lessee shall operate the Premises in compliance with all Federal  
18 Communications Commission ("FCC") requirements and in a manner that will not cause  
19 interference to Lessor or other Lessees or licensees of the Property, provided that any such  
20 installations predate that of Lessee. Subsequent to the installation of Lessee's facilities,  
21 Lessor will not, and will not permit its Lessees or licensees to, install new equipment on or  
22 make any alterations to the Premises or the property contiguous thereto owned or controlled  
23 by Lessor, if such modifications are likely to cause interference with Lessee's operations. In  
24 the event interference occurs Lessor agrees to use best efforts to eliminate such interference  
25 within a reasonable time period. Lessee cannot install anything that conflicts with Lessor's  
communication equipment and operational needs, and in the future if Lessor needs to change  
Lessee's location, Lessee agrees to work with Lessor on finding a suitable solution for all.  
Lessor's failure to comply with this Section 12 shall be material breach of this Lease.

          13. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code section  
107.6 that this Communications Site Lease may create a taxable possessory interest in the  
Premises. If personal property taxes are assessed, Lessee shall pay any portion of such  
taxes directly attributable to Lessee's facilities. Lessor shall pay all real property taxes,  
assessments and deferred taxes on the property.

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

**Lessee:**  
County of Riverside  
Economic Development Agency  
3133 Mission Inn Avenue  
Riverside, California 92507-4199

**Lessor:**  
Rancho California Water District  
42135 Winchester Road  
Temecula, California 92590  
951-296-6900

          15. Quiet Enjoyment. Lessor covenants that Lessee shall at all time during the term of  
this Lease peaceably and quietly have, hold and enjoy the use of the leased Premises so long

1 as Lessee shall fully and faithfully perform the terms and conditions that it is required to  
2 perform under this Lease. Use of the Premises or facilities by Lessor for its water service or  
3 other public purposes, including in the event of emergency, shall not be considered a breach  
4 of Lessor's obligation under this Section 15.

5  
6 16. Binding on Successors. The terms and conditions herein contained shall apply to  
7 and bind the heirs, successors in interest, executors, administrators, representatives and  
8 assigns all of the parties hereto.

9  
10 17. Severability. The invalidity of any provision in this Lease as determined by a court  
11 of competent jurisdiction shall in no way affect the validity of any other provision hereof.

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13 18. Venue. Any action at law or in equity brought by either of the parties hereto for the  
14 purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of  
15 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
16 waive all provision of law providing for a change of venue in such proceedings to any other  
17 county.

18  
19 19. Attorneys' Fees. In the event of any litigation or arbitration between Lessor and  
20 Lessee to enforce any of the provisions of this Lease or any right of either party hereto, the  
21 unsuccessful party to such litigation or arbitration agrees to pay to the successful party all  
22 costs and expenses, including reasonable attorney's fees, incurred therein by the successful  
23 party, all of which shall be included in and as a part of the judgment rendered in such litigation  
24 or arbitration.

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26 20. Entire Lease. This Lease is intended by the parties hereto as a final expression of  
27 their understanding with respect to the subject matter hereof and as a complete and exclusive  
28 statement of the terms and conditions thereof and supersedes any and all prior and  
29 contemporaneous leases, agreements and understandings, oral or written, in connection  
30 therewith. This Lease may be changed or modified only upon the written consent of the  
31 parties hereto.

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33 21. Interpretation. The parties hereto have negotiated this Lease at arms length and  
34 with advice of their respective attorneys, and no provision contained herein shall be construed  
35 against either party solely because it prepared this Lease in its executed form.

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# EXHIBIT "A"

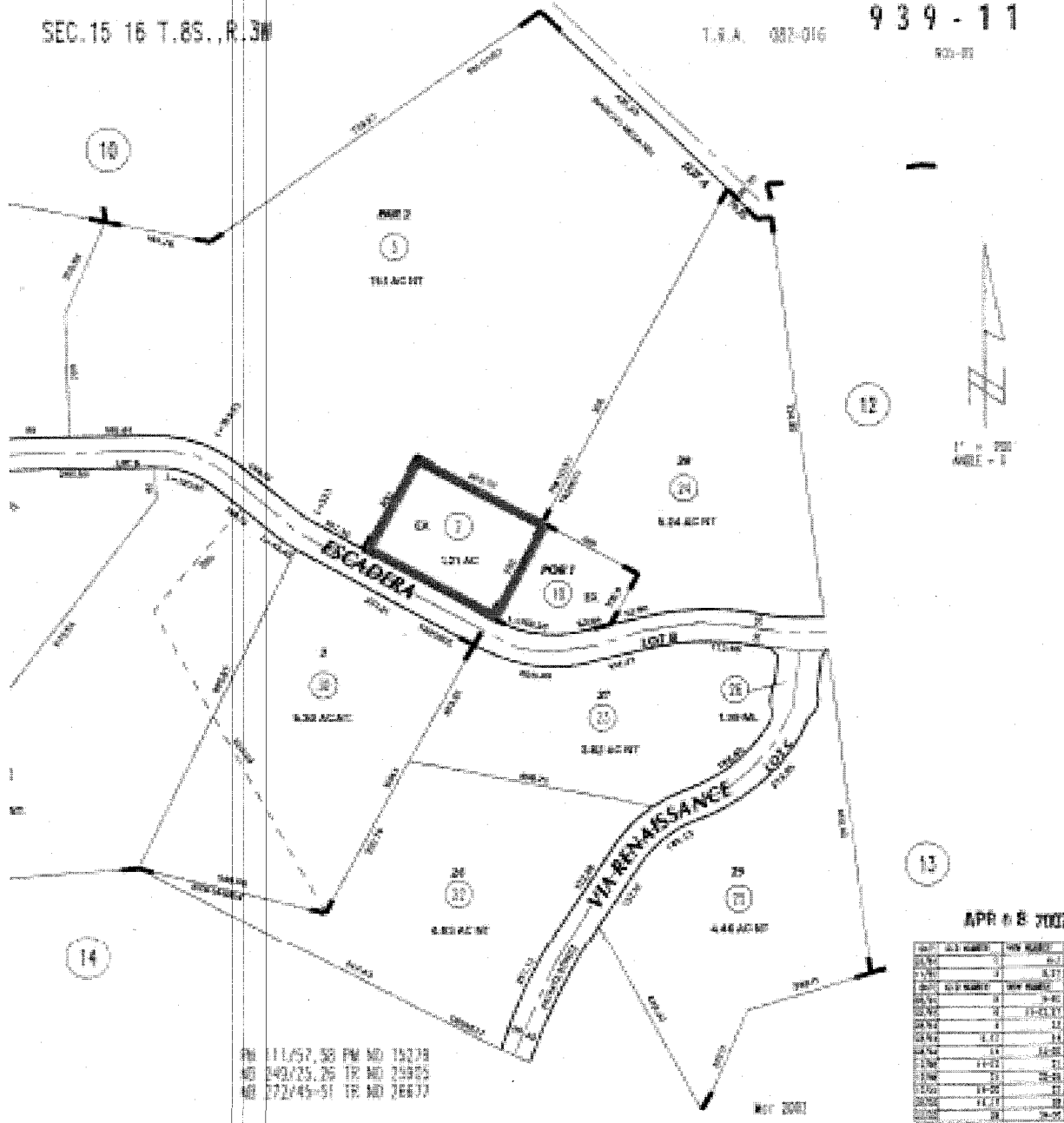
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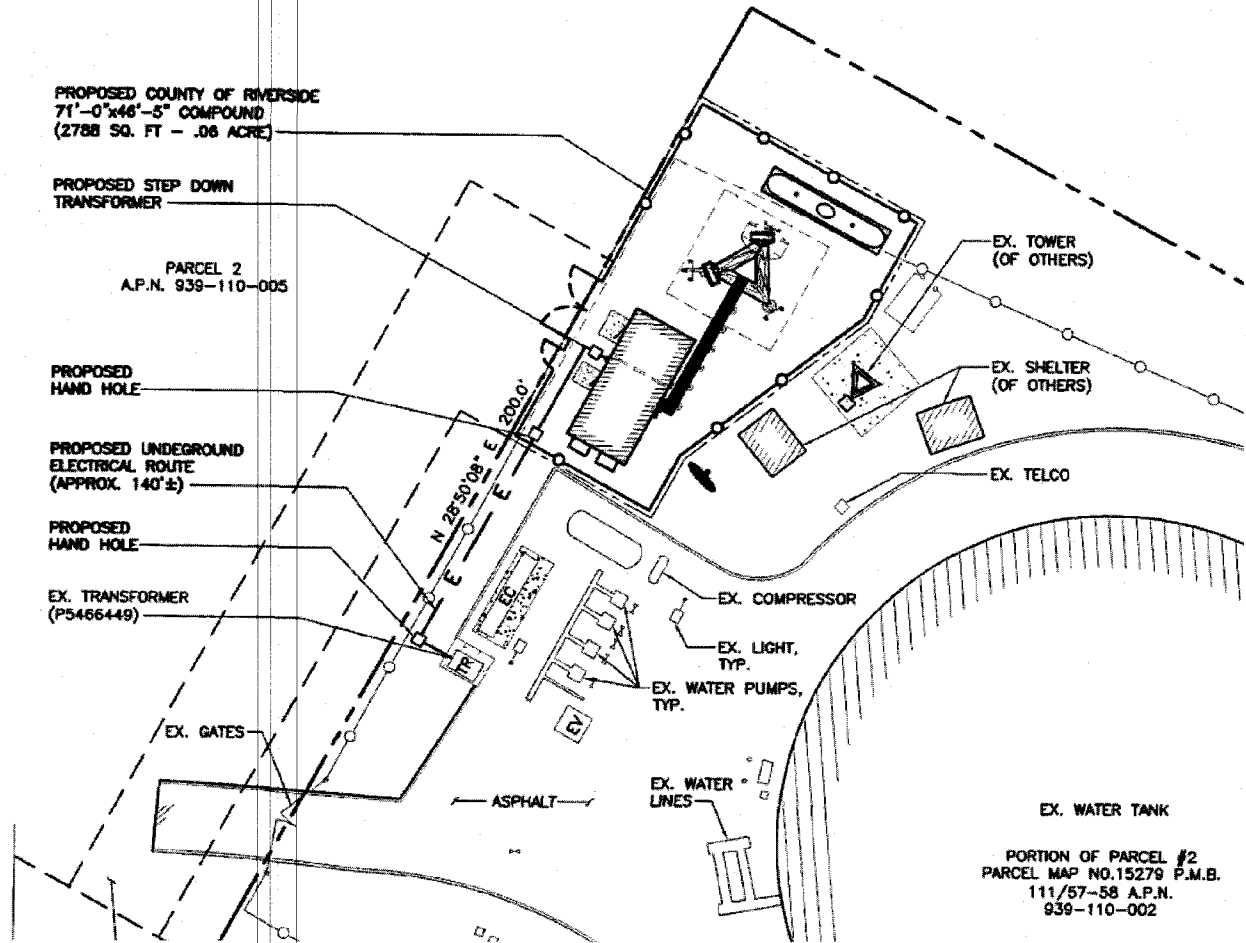


11/1/57, 38 PW NO 15278  
 10/2/58, 26 TR NO 28985  
 10/2/45-51 TR NO 36633

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# EXHIBIT "B"



## Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.