

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

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FROM: Economic Development Agency and Riverside County Information Technology **SUBMITTAL DATE:** August 17, 2009

SUBJECT: Public Safety Enterprise Communications Project Ground Lease, Hidden Valley, Parker, Arizona

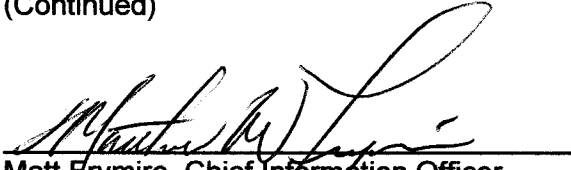
RECOMMENDED MOTION:


That the Board of Supervisors approve the attached ground lease for the Hidden Valley Public Safety Enterprise Communication site and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND:

The Public Safety Enterprise Communications Project utilizes long term ground leases in those situations where the site owner is unable to sell the land parcel required for the wireless communication site.

(Continued)

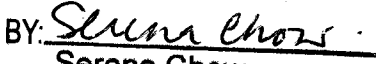

Matt Frymire, Chief Information Officer
Riverside County Information Technology


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$170,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10


SOURCE OF FUNDS: PSEC first and second year's rent and then RCIT annual budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: 
Serena Chow

County Executive Office Signature

Reviewed by
CIT TEAM
Christopher Hans

FORM APPROVED COUNTY COUNSEL
BY: 
CYNTHIA M. GUNZEL
DATE: 8-19-09
Debatable Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

(Continued)

BACKGROUND:

The Hidden Valley Public Safety Enterprise Communications Project site is located on the Colorado River Indian Tribes Reservation on the east side of the Colorado River near Parker Arizona. Eastern Riverside County presents a serious communication challenge in that severe topography and wilderness designation are combined with heavy recreational use. The best solution is a site which "looks" westward into California, covering the river and valley areas to the west.

The Colorado River Indian Tribes (CRIT) Reservation includes land on both the California and Arizona sides of the Colorado River and encompasses much of the riverbank in this area. The Riverside County Sheriff's Department and CRIT law enforcement need effective communications over this area which sees heavy vehicular traffic and recreational use of both the river and back county areas.

Development of wireless coverage from the California side encounters a host of problems including the need for 2-3 costly sites to equal Hidden Valley's coverage, problems with wilderness area designations and the requirement for off electrical grid power supplies at a cost of \$250,000 or more a year per site. The Hidden Valley site is being moved forward because it offers the greatest efficiency and value both in overall coverage and cost.

The proposed lease agreement has provisions to assist CRIT in the development of a tribal wireless communication system which can coordinate with the Blythe unit of the Riverside County Sheriff's Department. It is expected that Hidden Valley will support CRIT radio equipment as well as several other California PSEC sites. Such co-location will be covered in separate site by site leases where CRIT is lessee. CRIT and the county have a common interest in adequate and reliable coverage for improvement and enhancement of public safety communications.

The annual rent ground lease is summarized below:

Location:	Near Canal 19 and Levee Road
Lessor:	Colorado River Indian Tribes (CRIT)
Size:	Approximately 10,000 square feet plus access for vehicles and electrical power
Term:	25 years
Rent:	\$150,000 prepaid and then \$20,000 per year (\$2,166.67 month)

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(Continued)

BACKGROUND:

Rent Adjustments: None

Utilities: By County

Interior/Exterior
Maintenance: By County

The Form 11 and attached ground lease have been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All first year rents and associated development costs for the Hidden Valley Leased communications site will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will fund future rents and all operating costs.

1 Colorado River Indian Tribes
2 26600 Mohave Road, Parker, Arizona
3 Colorado River Indian Reservation 85344

4 U.S. Department of the Interior
5 Bureau of Indian Affairs, Colorado River Agency
6 Route 1, Box 9-C, Parker, Arizona
7 Colorado River Indian Reservation 85344

8 LEASE NO. _____

9 **BUSINESS LEASE**

10 THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this __ day
11 of _____, 2009 by and between the Colorado River Indian Tribes, an Indian Tribe
12 organized in accordance with Section 16, of the Act of June 18, 1934, 25 U.S.C. Section 476
13 (hereinafter "Lessor"), whose address is Route 1, Box 23-B, Parker, Arizona, Colorado River
14 Indian Reservation 85344, and The County of Riverside (hereinafter "Lessee"), a political
15 subdivision of the State of California, existing under the laws of the State of California whose
16 address is 3133 Mission Inn Ave., Riverside, CA 92507. Lessor and Lessee may individually
17 be referred to in this Lease as the "Party" and collectively as the "Parties." This Lease is made
18 in accordance with the provisions of the Act of April 30, 1964 (78 Stat. 188), as implemented by
19 the regulations contained in 25 CFR Part 162, including all amendments thereto, and other
20 applicable federal laws and regulations.

21 **ARTICLE I. DEFINITIONS**

22 A. "Secretary" means the Secretary of the Interior of the United States of America
23 or his authorized representative, delegate or successor.

24 **ARTICLE II. LEASED PREMISES**

25 **2.1 LEASED PREMISES**

For the considerations, covenants and agreements hereinafter set out, the Lessor hereby leases to Lessee and Lessee leases and accepts subject to the terms and conditions of this Lease, those premises referred to as the "Leased Premises". Lessor is the owner of that certain real property described as follows:

A 100' x 100' area located within Section 5, Township 7 North, Range 21 West, G&SRB&M, as shown on Exhibit "A", attached hereto and, by this reference, incorporated herein, together with rights of vehicular ingress and egress over public reservation streets and roads for the construction, operation and maintenance of the wireless communication facility, the right to access electrical power via overhead lines from the nearest power pole, and the right to manage nearby vegetation for fire control for distance of 100 ft around the Leased Premises.

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1 All of the above land located on the Colorado River Indian Reservation and containing a
2 dedicated use area aggregate of 10,000 SF, more or less, and subject to any prior, valid,
3 existing claims or rights-of-way, including the present existing roads. The square footage
figures shown above will be adjusted, if necessary, after Lessee has completed actual surveys
and provided the survey documents to Lessor.

4 2.2 SURVEY

5 Within ninety (90) days after this Lease is approved and executed by the Secretary,
6 Lessee, at its own expense, shall have the Leased Premises surveyed by a registered
7 surveyor, the boundaries posted with substantial monuments, and a tie established with the
8 nearest United States Land Survey Marker or with some other known and recognized point or
monument. Corners shall be re-staked, if needed, after the site has been graded. A plat map
and legal description of the Leased Premises shall be furnished to the Lessor and the
Secretary.

9 2.3 CONDITION OF THE LEASED PREMISES

10 Lessee has previously examined and knows the Leased Premises and no warranties or
11 representations as to the condition thereof have been made by the Lessor or any agent of
Lessor prior to or at the time of execution of this Lease. Lessee accepts the Leased Premises
in an "as is" condition.

12 **ARTICLE III. LEASE TERM AND POSSESSION OF PREMISES**

13 3.1 INITIAL TERM OF LEASE

14 The Initial term of this Lease shall be twenty five (25) years, commencing on August 1,
15 2009, or the date the Lease is approved and executed by the Secretary, whichever is later
16 ("Commencement Date"). The initial term of this Lease and any Renewal Term shall be
referred to collectively as the "full term of this Lease."

17 3.2 RENEWAL TERM

18 Provided Lessee is not in Default under Article XI of this Lease, Lessee shall have the
19 option to renew this Lease for an additional twenty-five (25) year period ("Renewal Term"). The
20 option to renew the term of the Lease shall be exercised by Lessee providing written notice to
Lessor by certified mail at least ninety (90) days prior to the expiration of the initial term of this
Lease. The Renewal Term shall be on the same terms, covenants, conditions, and subject to
the same restrictions and exceptions contained in this Lease Agreement.

21 3.3 COMMENCEMENT OF RENT. Rent shall commence within thirty (30) days of the
22 Commencement Date as defined in Section 3.1 herein and pursuant to the terms provided
below in Section 4.1.

23 3.4 PURPOSE

24 Lessee shall develop, use and operate the Leased Premises for the following purposes
25 only: Design, construction, operation, maintenance, and modernization of a non-commercial

1 public safety wireless microwave and radio communications site. Subject to space availability
2 and technical review and on a first come, first served basis, Lessee shall permit Lessor's
3 Police, Fire, Fish and Game and related public safety departments to co-locate
4 communications equipment on the Leased Premises and Lessee's personal property or Trade
5 Fixtures. This right shall be limited to one half rack of equipment. This right shall not extend to
6 other police, fire or fish & game or public safety agencies working in conjunction with Lessor.

7 Lessee may permit co-location of communications equipment belonging to other public
8 and quasi public agencies on the Leased Premises and may collect and retain Lessee's
9 approved fee for such co-locations. Such agencies include, by illustration, road repair
10 agencies, public utilities, police departments, U.S. Coast Guard, immigration and drug
11 enforcement. Such co-located tenants shall have the same rights of access to the Leased
12 Premises as does the Lessee. Lessee shall provide Lessor with the name and contact
13 information of each agency that has co-located communications equipment on the Leased
14 Premises. Said development, use and operation will be by the Lessee or through sub-lessees
15 approved in accordance with Article X hereof.

16 The Leased Premises shall not be used by Lessee, or any sub-lessee, licensee or
17 concessionaire, or any assignees for any commercial income generation purpose or purposes
18 other than those set out above, except with prior written consent of Lessor.

11 3.5 UNLAWFUL USES

12 The Lessee agrees that the Leased Premises, or any part of the Leased Premises, will
13 not be used for any unlawful conduct or purpose.

14 3.6 SURRENDER OF PREMISES

15 A. Upon any termination of this Lease whether by expiration, cancellation, or
16 otherwise, Lessee shall surrender possession of the Leased Premises to Lessor in good
17 condition, reasonable wear and tear excepted. The Lessee will retain the rights to its personal
18 property and Trade Fixtures as defined in this Section below. Other improvements and fixtures
19 not included in definition subsection 3.6D. below can become part of the real property at
20 Lessor's discretion.

21 B. At any time before the termination date of this Lease, Lessee, if not in default
22 hereunder, shall have the right to remove its personal property and Trade Fixtures.

23 C. At the end of the term of this Lease, if directed by Lessor, Lessee shall remove
24 from the Leased Premises all personal property and Trade Fixtures then installed or in place in,
25 on or about the Leased Premises returning the site to the good condition, reasonable wear and
tear excepted. If Lessor directs Lessee to remove such property, Lessee agrees to do so, and,
in the event Lessee shall fail to remove such property if and when directed, to reimburse
Lessor for any expense of removal. If any of Lessee's personal property or Trade Fixtures
shall remain on the Leased Premises after the term of this Lease, it shall become the property
of the Lessor without any claim therein of Lessee.

D. Lessee's Trade Fixtures shall include modular buildings, propane or diesel
generator fuel tanks, generators, battery plant and the lattice tower structure. Lessee's

1 personal property shall include, but shall not be limited to, all county radio and microwave
2 transmitters and receivers, antennae and support equipment.

3 E. Lessor shall have the right to require Lessee to remove any damaged facilities
4 and/or improvements on the Leased Premises, or otherwise restore the Leased Premises, after
5 termination of this Lease, by giving written notification to Lessee within thirty (30) days after
6 such termination.

7 If so notified, Lessee, at Lessee's sole cost and expense shall remove improvements
8 within one hundred eighty (180) days after the date of written notification and shall restore the
9 Lease Premises to a condition acceptable to the Lessor.

10 F. Upon termination of this Lease, whether by expiration, cancellation or otherwise,
11 Lessee shall, if requested by Lessor, execute a quitclaim deed, quitclaiming all of its right, title
12 and interest in and to the Leased Premises and all improvements made to or placed on the
13 Leased Premises to the Lessor.

14 3.7 HOLDING OVER

15 Holding over by the Lessee after the expiration of this Lease shall not constitute a
16 renewal of this Lease or give Lessee any rights under this Lease or in the Leased Premises.

17 Notwithstanding this provision, however, any holding over after the expiration of the
18 term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from month
19 to month, callable upon thirty (30) days written notice, and at an annual rental of Thirty
20 Thousand Dollars (\$30,000) per year and further upon the terms and conditions as existed
21 other than rental during the last year of the term hereof.

22 3.8 ABANDONMENT

23 If, prior to the expiration or other termination of this Lease, Lessee relinquishes
24 possession of the Leased Premises without Lessor's written consent such relinquishment shall
25 be deemed to be an abandonment of the Leased Premises and an event of default under this
Lease. Any such period of default shall be deemed to begin on the date on which possession
was relinquished.

3.9 TERMINATION

If Lessee is unable for any reason to proceed with the initial construction of the Leased
Premises within the first five years of the term granted herein, Lessee may terminate this Lease
with sixty (60) days advance written notice of its election to do so. Lessor shall be entitled to
retain any lump sum or annual payments made by Lessee as its sole liquidated damages for
such termination.

After the wireless communications facility has been constructed, Lessee shall have the
right to terminate this Lease for any reason or for no reason by giving Lessor twenty four (24)
months advance written notice of its election to do so.

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1 F. Lessee shall pay to Lessor fifty dollars (\$50.00) for each of Lessee's checks
2 returned to Lessor unpaid by Lessee's bank.

3 **4.3 TAXES AND ASSESSMENTS ON LESSEE'S PROPERTY**

4 Lessor acknowledges that Lessee, as a governmental body, may be a tax exempt entity
5 as to the leasehold, its improvements and its trade fixtures. Lessee shall be responsible for and
6 shall pay before delinquency all taxes assessed against Lessee's leasehold interest or any
7 personal property of any kind owned or placed in, upon or about the Leased Premises by
8 Lessee. Lessee hereby agrees to protect and hold harmless Lessor and the Leased Premises
9 from all liability for any and all such taxes, assessments and charges together with any interest,
10 penalties or other charges thereby imposed, and from any sale or other proceedings to enforce
11 payment thereof, and to pay all such taxes, assessments and charges before they become a
12 lien on the Leased Premises.

13 **4.4 UTILITIES CONSUMED ON THE LEASED PREMISES**

14 In addition to all rentals herein specified, Lessee shall be responsible for and shall pay
15 for all utilities supplied to, used, or consumed in or upon the demised Leased Premises,
16 including, but not limited to, electricity and water for construction as and when the charges
17 therefore shall become due and payable. Commencing on the date that the Leased Premises
18 are ready for occupancy, Lessee shall make all appropriate applications to the local utility
19 companies and pay all required deposits for meters and service for all utilities.

20 **ARTICLE V. (INTENTIONALLY DELETED)**

21 **ARTICLE VI. IMPROVEMENTS, ADDITIONS,
22 ALTERATIONS, MAINTENANCE AND REPAIRS**

23 **6.1 INITIAL CONSTRUCTION**

24 Lessee shall be responsible for all costs associated with any construction. All
25 improvements shall require approval by the Lessor's Building and Safety Department pursuant
to the Lessor's Health and Safety Code. Lessee shall submit to Lessor's Building and Safety
Department complete plans and specifications covering all work which Lessee proposes to do
in the Leased Premises, including the fixturization thereof, whether such work is to be done by
Lessee or others. Such plans and specifications shall be prepared in such detail as Lessor
may require, and Lessee and agrees not to commence work upon any portion of the Leased
Premises until Lessor has approved such plans and specifications in writing. Lessor agrees to
act with reasonable promptness with respect to approval of such plans and specifications.

6.2 IMPROVEMENTS, APPROVAL

Lessee shall not make any additions, alterations, or other improvements other than
replacement of radio and microwave equipment and antennas (hereinafter referred to in this
Article VI as "improvements") to the Leased Premises without the approval of Lessor. Lessee
shall submit to Lessor complete plans and specifications covering all such work, whether such
work is to be done by Lessee or others. Lessee agrees not to commence work upon any
portion of the Leased Premises until Lessor has approved such plans and specifications in

1 writing. Lessor agrees to act with reasonable promptness with respect to such plans and
2 specifications. Any changes in said plans or specifications must be similarly approved by
Lessor.

3 6.3 IMPROVEMENTS, CONSTRUCTION, DUTY TO MAINTAIN AND REPAIR PREMISES

4 All improvements, including the initial construction improvements, on the Leased
5 Premises shall be constructed and/or maintained in a good workmanlike manner in compliance
6 with all laws, code, rules, regulations and orders of all governmental authorities having
7 jurisdiction thereof. Lessee shall, at Lessee's own expense, promptly remove from the Leased
8 Premises all trash and debris which may accumulate in connection with any work in or on the
9 Leased Premises. The Lessee or sub lessee shall at all times during the full term of this Lease
10 and at Lessee's sole cost and expense, maintain the Premises and all improvements thereon
11 and any alterations, additions, or appurtenances thereto, in good order, condition and repair
12 (including any such replacement, periodic painting, and restoration as is required for that
13 purpose) and in a safe, sanitary, neat and attractive condition, and shall comply with all public
14 laws, ordinances and regulations applicable to said Leased Premises. Lessee shall indemnify
15 and hold harmless Lessor and the United States Government against liability for all claims
16 arising from any failure to maintain, repair, or alter the Leased Premises and the improvements
17 thereon, or from any construction, alteration or repair of the Leased Premises or from the non-
18 observance of any law, ordinance, or regulation applicable to such construction, alteration or
19 repair.

12 6.4 MECHANIC'S LIENS

13
14 When Lessee makes any improvements in the Leased Premises, Lessee must pay for
15 same when made. Nothing in the Lease shall be construed to authorize Lessee or any dealing
16 with or under Lessee, to charge the rents of the Leased Premises, or the property of which the
17 Leased Premises form a part, or the interest of Lessor in the estate of the Leased Premises, or
18 any person under and through whom Lessor has acquired its interest in the estate of the
19 Leased Premises, with a mechanic's lien or encumbrance of any kind, and under no
20 circumstances shall Lessee be construed to be the agent, employee or representative of
21 Lessor in the making of any such improvements to the Leased Premises, but on the contrary,
22 the right or power to charge a lien, claim or encumbrance of any kind against Lessor's rents or
23 the Leased Premises or said land is denied. If a mechanic's or materialmen's lien is threatened
24 by any contractor or supplier, or in the event of the filing of a notice of any such lien, Lessee will
25 promptly pay same and take steps immediately to have same removed. If the lien is not
removed within ten (10) days from the date of written notice from Lessor, Lessor shall have the
right at Lessor's option to cause the same to be discharged by record of payment, deposit,
bond or other of a court of competent jurisdiction or otherwise, or to pay any portion thereof and
of the amounts so paid, including attorney's fees and expenses connected therewith and
interest at the rate of eighteen percent (18%) per annum on any sums paid or advanced, shall
be deemed to be additional rent due from Lessee to Lessor and shall be paid to Lessor
immediately upon rendition to Lessee of the bill. Lessee will indemnify, and hold harmless
Lessor and the United States from and against all loss, claims, damages, costs or expenses
suffered by Lessor by reason of any repairs, installations or improvements made by Lessee.

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1 6.5 NON-RESPONSIBILITY NOTICES

2 Prior to the commencement of construction of each improvement on the Leased
3 Premises, or any repair or alteration thereto, or work or labor thereon, the Lessee shall give the
4 Lessor and the Secretary ten (10) days written notice of the intention to begin said activity, so
5 that non-responsibility notices may be posted. Lessor hereby authorizes Lessee to post said
6 notices on Lessor's behalf.

5 **ARTICLE VII. USE OF PREMISES**

6 7.1 LESSEE'S USE OF LEASED PREMISES

7 Lessee shall use and occupy the Leased Premises only for those permitted uses set
8 forth in paragraph 3.5 of this Lease and for no other purpose without Lessor's prior written
9 consent.

9 7.2 CONDUCT OF LESSEE'S OPERATIONS

10 At all times throughout the Lease term, Lessee shall:

11 A. Comply with any and all requirements of any of the constituted public authorities,
12 and with the terms of any Tribal, Federal, State, or local statutes, ordinances, or regulations
13 applicable to Lessee or its use, safety, cleanliness, or occupation of the Leased Premises, and
14 save Lessor harmless from penalties, liens, costs, expenses or damages resulting from failure
15 to do so.

14 B. Give to Lessor prompt written notice of any accident, fire or damage occurring
15 on or to the Leased Premises.

16 C. Conduct its business in the Leased Premises in all respects in a dignified
17 manner and in accordance with high standards of operation.

17 7.3 SEWAGE

18 Lessee will provide and maintain chemical toilets during the construction period of the
19 communication facility

20 7.4 RIGHTS RESERVED BY LESSOR

21 A. EASEMENTS. Lessor expressly reserves all rights in and with respect to the
22 land hereby leased, not inconsistent with Lessee's use of the Leased Premises as provided in
23 the Lease, and to enter upon the Leased Premises and give easements to others for the
24 purpose of installing, using, maintaining, renewing and replacing such overhead or
25 underground water, gas, sewer and other pipelines, and telephone, electric, and power lines,
cables and conduits as Lessor may deem desirable in connection with the development or use
of any other property in the neighborhood of the land hereby leased, whether owned by Lessor
or not, all of which pipelines, lines and conduits shall be buried to a sufficient depth or raised to
a sufficient height so as not to interfere with the use or stability of the building or any other
improvements on the land hereby leased.

1 B. PRESENTATION FOR SALE OR LEASE. Lessor hereby reserves the right
2 during usual business hours to enter the Leased Premises and to exhibit the same for
3 purposes of sale, lease or mortgage, and during the last six (6) months of the term of this
4 Lease, to exhibit the same to any prospective Lessee, and after notice from either party of
5 intention to terminate this Lease, or at any time within six (6) months prior to the expiration of
6 this Lease, display a "For Rent" sign, except on doors leading into the Leased Premises.
7 Prospective purchasers or Lessees authorized by Lessor may inspect the Leased Premises at
8 reasonable hours at any time.

9 **ARTICLE VIII. LIABILITY INSURANCE AND INDEMNIFICATION**

10 **8.1 ALLOCATION OF RISKS AND INSURANCE**

11 A. LEASED PREMISES. Lessee bears the risk of and shall keep the Leased
12 Premises and all improvements at all times insured against loss or damage by fire, with
13 extended coverage, rent loss insurance and vandalism and malicious mischief endorsement or
14 their equivalents. Lessee is a public agency and maintains programs of self insurance for
15 Liability coverage and insurance for Property that includes replacement coverage for all
16 improvements on the Leased Premises. Lessee shall, from the date of execution of this Lease
17 Agreement, carry such insurance or provide evidence of self insurance, in the names of the
18 Lessee, Lessor, and the United States of America, covering not less than the full replacement
19 value of all improvements on the Leased Premises. Certificates of Self Insurance for Liability
20 and Evidence of Insurance for Property shall be provided to the Lessor and the Secretary, and
21 Lessee shall pay all premiums and other charges payable with respect to such insurance. In
22 the event of damage to any improvement on the Leased Premises, the Lessee shall repair or
23 otherwise reinstate the damaged improvement in a good and substantial manner according to
24 the plan and elevation of the improvement so destroyed or damaged or according to such
25 modified plan as shall be previously approved in writing by the Lessor. Such reconstruction
shall commence within one (1) year after the damage occurs and shall be pursued diligently.
Insurance proceeds shall be deposited in escrow with an institution approved by the Lessor.
The Lessee shall also deposit in said escrow all additional funds required to reconstruct the
damaged improvement. Escrow instructions shall include provisions that all funds so
deposited shall be used to reconstruct the damaged improvement, and funds shall be
disbursed during the progress of reconstruction on proper architect's, engineer's, or
contractor's certificates. All money in escrow after reconstruction has been completed shall be
paid to the Lessee. Should Lessee elect not to reconstruct, the Leased Premises shall be
cleared at Lessee's expense.

20 B. PROPERTY OF LESSEE. Lessee agrees that all property owned by it in, on or
21 about the Leased Premises shall be at the sole risk and hazard of the Lessee. Lessor shall not
22 be liable or responsible for any loss or damage to Lessee, or anyone claiming under or through
23 Lessee, or otherwise, whether caused by or resulting from a peril required to be insured
24 hereunder, and whether or not originating in the Leased Premises or elsewhere, irrespective of
25 whether or not Lessor may be deemed to have been negligent with respect thereto, and
provided such damage of loss it is not the result of an intentional and willful wrongful act of
Lessor. Lessee agrees that, if any property owned by it and located in the Leased Premises
shall be damaged or destroyed by an insured peril, Lessor shall not have any liability to
Lessee, nor to any insurer of Lessee, for or in respect of such damage or destruction, and
Lessee shall require all policies of risk insurance carried by it on its property in the Leased

1 Premises to contain or be endorsed with a provision in and by which the insurer designated
2 therein shall waive its right of subrogation against Lessor.

3 C. OPERATIONS OF LESSEE. All operations conducted by Lessee shall be at
4 Lessee's sole risk. In addition, Lessee shall procure liability insurance for its operations as
5 follows: At all times during the full term of this Lease, Lessee shall keep in force or maintain
6 program of self insurance at its own expense, public liability insurance and comprehensive
7 general liability insurance including contractual liability insurance sufficient to cover all phases
8 and aspects of the operation and conduct of its business with minimum limits of One Million
9 Dollars (\$1,000,000) combined single limit with a Three Million Dollars (\$3,000,000) million
10 dollar aggregate covering bodily injury including death and property damage.

11 D. REQUIREMENTS OF ALL POLICIES. All liability insurance policies required of
12 Lessee in this Lease shall name as additional insured the Lessor, the United States of America
13 and Lessee as insured and shall contain an express waiver of any right of subrogation against
14 Lessor and other named insurers designated by Lessor. Said policies shall provide against
15 cancellation, for any reason including non-payment of premiums, without thirty (30) days prior
16 notification to Lessor and the Secretary. There shall be a periodic review, at no less than three
17 (3) year intervals, of coverage and coverage amounts held under this Lease. The review shall
18 give consideration to the economic conditions at the time and may result in an adjustment of
19 the type of insurance coverage or the amounts of any coverage if, in the sole discretion of the
20 Lessor or the Secretary such adjustment is necessary for the protection of Lessor and the
21 United States. Said policies shall be in such responsible companies as are rated A-, A, A+ or
22 better in the current edition of Best's Insurance Guide.

23 E. Lessee shall provide Lessor with a Certificate(s) of Insurance or Certificate(s) of
24 Self Insurance and/or Evidence of Coverage evidencing the insurance required by this section,
25 on or before the commencement date, and promptly following the renewal replacement of such
coverage. At Lessee's option, Lessee may self insure for a portion or all insurance coverage
provided in this paragraph.

F. FAILURE TO PROCURE INSURANCE. In the event Lessee shall fail to procure
insurance or maintain the self insurance required under this Article and fail to maintain the
same in force continuously during the term, Lessor or the Secretary shall be entitled to procure
the same and Lessee shall immediately reimburse Lessor or the Secretary for such premium
expense.

G. RISK OF LOSS. Neither Lessor nor the United States Government, nor their
officers, agents, and employees shall be liable for any loss, damage, death or injury of any kind
whatsoever to the person or property of Lessee or sub lessees or of any other person
whomsoever, caused by Lessee's use of the Leased Premises, or by any defect in any
structure erected thereon, or arising from any accident, fire, or from any other casualty on the
Leased Premises or from any other cause whatsoever; and Lessee, as a material part of the
consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and
the United States Government.

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1 8.2 INDEMNIFICATION AND WAIVER OF CLAIMS

2 Lessee as a material part of the consideration for this Lease indemnifies Lessor and the
3 United States Government and waives claims as follows:

4 A. INDEMNIFICATION. Lessee will indemnify Lessor and the United States of
5 America and save them harmless from and against any and all claims, cause of actions,
6 damages, liability and (including without limitation, reasonable attorney fees and expenses)
7 imposed upon or asserted against Lessor by reason of (i) loss of life, personal injury, accident
8 or loss of or damage to property of Lessee or any other person during the term occurring in, on
9 or about, or arising from or out of, the Leased Premises or any part thereof, adjacent sidewalks
10 and loading platforms, (ii) any failure on part of Lessee to perform or comply with any of the
11 terms of this Lease, (iii) any use, nonuse or condition of the Leased Premises or any part
12 thereof, (iv) any acts or omissions of Lessee, its agents, contractors, customers or employees,
13 (v) performance of any labor or services or the furnishing of any material or other property with
14 respect to the Leased Premises or any part thereof or (vi) any failure on the part of Lessee to
15 comply with any of the matters set forth in Article IX, including without limitation, any suit or
16 proceeding brought by reason of any such occurrence, Lessee shall at its own expense resist
17 and defend such action, suit or proceeding or cause the same to be resisted and defended by
18 counsel designated by Lessee and approved by Lessor. If any such action, suit or proceeding
19 should result in a final judgment against Lessor, Lessee shall promptly satisfy and discharge
20 such judgment or shall cause such judgment to be promptly satisfied and discharged. The final
21 obligations of Lessee under this Section arising by reason of any such occurrence taking place
22 while this Lease is in effect shall survive any termination of this Lease, by expiration,
23 cancellation, or otherwise.

24 B. NOTICE OF CLAIMS OR SUITS. Lessee agrees to promptly notify Lessor of
25 any claim, action, or proceeding and cause the same to be resisted and defended by counsel
designated by Lessee and approved by Lessor. If any such action, suit or proceeding should
result in a final judgment against Lessor or the United States, Lessee shall promptly satisfy and
discharge such judgment or shall cause such judgment to be promptly satisfied and
discharged. The final obligations of Lessee under this Section arising by reason of any such
Occurrence taking place while this Lease is in effect shall survive any termination of this Lease,
whether by expiration, cancellation, or otherwise.

18 8.3 LESSOR PAYING CLAIMS

19 Lessor shall have the option to pay any lien or charge payable by Lessee under this
20 Lease, or settle any action therefore, if the Lessee after written notice from Lessor or the
21 Secretary fails to pay or post bond against enforcement. All costs and other expenses incurred
22 by Lessor in so doing, shall be paid to Lessor by Lessee upon demand, with interest at the rate
of eighteen percent (18%) per annum, from the date of payment until repaid. Failure to make
such repayment on demand shall constitute a default under this Lease.

23 **ARTICLE IX. LOSS, DESTRUCTION OR TAKING OF PREMISES**

24 9.1 LESSEE'S REGULATORY AND ENVIRONMENTAL REQUIREMENTS

25 A. Lessee shall observe and comply with all laws, present or future ordinances,

1 requirements, rules and regulations of all governmental authorities having jurisdiction over the
2 Leased Premises or any part thereof and of all insurance companies written policies covering
3 the Leased Premises or any part thereof. Lessee shall also promptly obtain each and every
4 permit, license, certificate or other authorization required in connection with the lawful and
5 proper use of the Leased Premises or required in connection with any building or improvement
6 now or hereafter erected thereon. Exclusive of Hazardous Materials normally associated with
7 Lessee's permitted use, Lessee covenants and agrees not to use, generate, release, manage,
8 treat, manufacture, store or dispose of, on, under or about, or transport to or from (any of the
9 foregoing, hereinafter a "Use") the Leased Premises any Hazardous materials. Lessee shall
10 comply with all rules, regulations, laws and ordinances of all governmental authorities having
11 jurisdiction over the Leased Premises relative to Lessee's use, management, storage or
12 disposition of Hazardous Materials. For the purpose of this Lease, "Hazardous Materials: shall
13 include but not be limited to flammable explosives, radioactive materials, hazardous waste,
14 toxic substances and any other related material or substance defined as hazardous or
15 regulated by, any governmental authority and/or Hazardous Materials Laws (including, but not
16 limited to the Comprehensive Environment Response, Compensation and Liability Act of 1980,
17 42 U.S.C. Section 9601, et seq.) or any rules or regulations adopted and guidelines
18 promulgated pursuant to any Hazardous Materials Laws or any other applicable laws. Lessee
19 further agrees to pay all costs and expenses associated with all enforcement, removal,
20 remedial or other governmental or regulatory actions or agreements, instituted or completed
21 pursuant to any Hazardous Materials Laws, and all audits, tests, investigations, cleanups,
22 reports and other such items incurred in connection with any efforts to complete, satisfy or
23 resolve any matters issues or concerns, whether governmental or otherwise, arising out of or in
24 any way related to the use, generating, management, treatment, manufacturing storage or
25 disposal of hazardous Material in any amount by Lessee, its employees, agents, invitees, sub
lessees, licensees, concessionaires, assignees or contractors. Lessee further agrees to
remove all underground storage tanks and repair any damage caused by the use of such tanks
on the Leased Premises or the removal such tanks if directed to do so by Lessor. Lessee
further agrees to comply with the terms of the Hazardous Substance Rider set forth in Section
12.7 of this Lease.

16
17 B. The Lessee shall, during the full term of this Lease, take whatever mitigation
18 measures the Lessor, Secretary, or applicable federal and/or tribal agencies may require to
19 reduce the harmful effects to surrounding environment from the creation of any pollution,
20 including without limitation, air, water, soil, and aesthetic view pollution. The anti-pollution
21 devices installed as a result of this clause are required to conform to the laws and ordinances
22 of the Colorado River Indian Tribes and the United States of America government with respect
23 to the installation and quality of said devices.

20 9.2 FIRE OR OTHER CASUALTY

21 Lessee shall give to Lessor prompt written notice of any accident, fire or damage
22 occurring on or to the Leased Premises. Lessee's obligation to pay all monies owed when due
23 under this Lease shall continue regardless of any partial or substantial destruction of any
24 buildings or common areas.

24 9.3 CONDEMNATION

25 If at any time during the full term of this Lease the Leased Premises or any part thereof

1 is taken or condemned under the laws of Eminent Domain, then and in every such case the
2 leasehold estate and interest of the Lessee in said Leased Premises taken shall cease and
3 terminate. Lessee shall be entitled to participate and receive any part of the damages or
4 award, where said award shall provide for moving or other reimbursable expenses for the
5 Lessee under applicable statute in which event the latter sum shall be received by Lessee, and
6 that portion of any award allocated to the taking of Lessee's building, improvements, trade
7 fixtures, equipment and personal property, or to a loss of business by Lessee. None of the
8 awards or payments to Lessor shall be subject to any diminution or apportionment on behalf of
9 Lessee or otherwise.

6 **ARTICLE X. ASSIGNMENT, SUBLETTING,
7 MORTGAGING AND SUBORDINATION**

7 **10.1 ASSIGNMENT AND SUBLETTING BY LESSEE**

8
9 A. Lessee shall not convey or assign this Lease other than to permitted co-location
10 radio equipment of other public and quasi-public agencies, in whole or in part, nor sublet the
11 whole or any part of the Leased Premises, or permit the use of the whole or any part of the
12 Leased Premises by any licensee or concessionaire, without first obtaining the written consent
13 of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. This
14 prohibition shall be construed to include a prohibition against any assignment or subletting by
15 operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or
16 reorganization, or otherwise, without the prior written consent of Lessor. Any assignment or
17 sublease without Lessor's written consent is in violation of this Lease and a default hereunder
18 and, at the option of Lessor, shall be void.

14 B. Any transfer of this Lease or any right to or interest in this Lease or any transfer
15 of the improvements on the Leased Premises, or any transfer of the ownership or controlling
16 interest of Lessee other than permitted co-locations of radio equipment of other public and
17 quasi-public agencies shall be deemed an assignment of this Lease. The creation of any
18 partnership, corporation, joint venture or any other arrangement under which any person other
19 than Lessee is entitled to share in profits derived directly or indirectly from the Leased
20 Premises shall also be deemed an assignment of this Lease.

18 C. Lessor and Lessee agree that no conveyance, assignment or subletting of the
19 Leased Premises, by either party, shall be valid without the written consent of the other party.
20 The Parties' consent or refusal to consent to any such subletting or assignment may be based
21 upon, but shall not be limited to, factors pertaining to:

20 1. The acceptability and/or compatibility of any proposed sub lessee or assignee to
21 the Leased Premises and to the whole of any building, structure, or other development wherein
22 said Leased Premises are located, and

22 2. The financial statement, credit and ability of any proposed sub lessee or
23 assignee to meet the obligations, terms and conditions of this Lease.

24 D. The acceptance of any rental payments by Lessor from any alleged sub Lessor
25 or assignee shall not constitute approval of the assignment of this Lease by the Lessor, and the
consent by Lessor to one assignment or subletting of the Leased Premises shall not constitute

1 a waiver of Lessor's rights hereunder.

2 E. Lessee shall pay to Lessor the sum of One Thousand Five Hundred Dollars
3 (\$1,500) as a Transfer Fee for such written consent. In the event of any such assignment,
4 subletting, licensing or granting of a concession, made with the written consent of the Lessor as
5 aforesaid, Lessee will nevertheless remain liable for the performance of all the terms,
6 conditions, and covenants of this Lease. Any permitted assignment or subletting shall be by
7 written agreement, in form and content acceptable to Lessor, and shall specify and require that
8 each one of the sub lessees or assignees shall assume, be bound by, and be obligated to
9 perform the terms and conditions of its sublease and assignor under this Lease.

10 F. Termination of this Lease, by cancellation or otherwise, shall not serve to cancel
11 approved subleases or sub tenancies, but shall operate as an assignment to Lessor of any and
12 all such subleases or sub tenancies.

13 10.2 TRANSFER AND MORTGAGING BY LESSOR

14 A. TRANSFER BY LESSOR. The term 'Lessor' as used in this Lease, means the
15 Owner, only for the time being, of the Leased Premises. So long as all sums held on Lessee's
16 behalf in trust or escrow by Lessor are paid over to any purchaser of said Leased Premises,
17 Lessor shall be and is hereby relieved of all covenants and obligations of Lessor hereunder
18 after the date of sale of said Leased Premises, and it shall be construed without further
19 agreement between the Parties that the purchaser has assumed and agreed to carry out any
20 and all covenants and obligations of Lessor hereunder from the date of such sale.

21 B. SUBORDINATION. This Lease is subordinate to any and all mortgages or
22 deeds of trust hereinafter placed upon the Leased Premises, now or in the future, or any part
23 thereof, and to all future modifications, consolidations, replacements, extensions and renewals
24 of, and all amendments and supplements to said mortgages or deeds of trust. Notwithstanding
25 such subordination, as aforesaid, this Lease, except as otherwise hereinafter provided, shall
not terminate or be divested by foreclosure or other default proceedings under said leases,
mortgages, deeds of trust, or obligations secured thereby, and Lessee shall attorn to and
recognize the Lessor, Mortgagees, Trustee, Beneficiary or the purchaser at the foreclosure
sale in the event of such foreclosure or other default proceeding, as Lessee's Lessor for the
balance of the term and provisions hereof.

19 C. ESTOPPEL & SUBORDINATION DOCUMENTS. Lessee agrees to execute,
20 acknowledge and deliver any and all documents required to effectuate the provisions of this
21 Article within sixty (60) days after request thereof by Lessor or in the event that upon any sale,
22 assignment, lease or hypothecation of the Leased Premises and/or the land thereunder by
23 Lessor, a statement shall be required by Lessee, Lessee agrees to deliver in recordable form a
24 certificate (if such be the case) that this Lease is in full force and effect and there are no
25 defenses or offsets thereto, or stating those claimed by Lessee, the dates to which the rental or
other sums have been paid in advance, and any other such certifications of lease terms as may
reasonably be required by the Lender. It being intended that any such statements delivered
pursuant to this Section may be relied upon by any prospective purchaser, mortgagee,
assignee or beneficiary.

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1 of the Leased Premises, any other notice or demand being hereby waived. Such termination
2 does not, however, release Lessee from liability for rentals then overdue or remaining under
3 the Lease but shall operate to accelerate the entire balance of the term rental, which shall
4 become immediately due and payable by Lessee, along with all overdue rentals and charges.

11.3 NON-WAIVER OF REMEDIES

5 A. It is expressly agreed that neither the taking of possession of the Leased
6 Premises nor the institution of any proceedings by way of unlawful detainer, ejectment, quiet
7 title, or otherwise, to secure possession of said Leased Premises, nor the re-entry by Lessor
8 with or without the institution of such proceedings, nor the re-renting or subletting of said
9 Leased Premises, shall operate to terminate this Lease in whole or in part, nor of itself
10 constitute and exercise of Lessor's option to do so, but only by the giving of the written notice
11 specifically specifying terminations shall such termination be effected.

12 B. In the event Lessee breaches this Lease, or any covenant, term or condition
13 hereunder, and abandons the Leased Premises, this Lease shall continue in force and effect
14 for so long as the Lessor does not terminate Lessee's right to possession, and Lessor may
15 enforce all rights and remedies of Lessor including, without limitation, the right to recover rental
16 as it becomes due hereunder. Acts of maintenance or preservation or efforts to re-let the
17 Leased Premises, or the appointment of a receiver upon the initiation of the Lessor to protect
18 the Lessor's interest under this Lease shall not constitute a termination of Lessee's right to
19 possession.

20 C. No waiver of any default, breach or failure of Lessee under this Lease shall be
21 construed as a waiver of any subsequent or different default, breach or failure. In case of a
22 breach by Lessee of any of the covenants or undertakings of Lessee, Lessor nevertheless may
23 accept from Lessee any payments hereunder without in any way waiving Lessor's right to
24 exercise the remedies hereinbefore provided for by reason of any breach or lapse which was in
25 existence at the time such payment or payments were accepted by Lessor.

D. It is expressly understood that the enumeration herein of express rights, options
and privileges shall not limit Lessor or the Secretary, nor deprive Lessor or the Secretary of any
other remedy or action or cause of action by reason of any default of Lessee, including the right
to recover from Lessee any deficiency upon re-renting.

E. The specific remedies to which Lessor may resort under the terms of this Lease
are cumulative and are not intended to be exclusive of any other remedies or means of redress
to which they may be lawfully entitled in case of any breach of threatened breach by either of
them or of any provisions of this Lease.

ARTICLE XII. GENERAL PROVISIONS

12.1 BROKERS

A. LESSEE'S BROKERS. Lessee warrants that it has employed no broker who
has or may have a legitimate claim to a commission arising of Lessee's acceptance of the
Lease, other than the broker or brokers specifically listed as Lessee's Broker(s) in the
addendum to this Lease. Unless otherwise agreed in prior writing by Lessor, any obligation or

1 potential obligation for commission to the brokers so listed are the sole obligation of the
2 Lessee. Should a claim be made upon Lessor or the Leased Premises by the named brokers
3 or any other broker who in Lessor's discretion Lessor determines to have legitimate claim for
4 commission arising out of this transaction, whether such claim is ultimately upheld or not,
5 Lessor may, but shall not be obligated to, discharge the claim either by paying the amount
6 claimed to be due or by any other means. Lessee shall reimburse and pay to Lessor on
demand any amount so paid by Lessor and all costs and expenses, including reasonable
attorney's fees incurred by Lessor in connection therewith, together with interest thereon at the
rate of eighteen percent (18%) per annum from the respective date of Lessor's notice to
Lessee of the making of the payment or of the incurring of the cost and expense, including
such attorney's fees.

7 B. LESSOR'S BROKERS. Any commission or other compensation due brokers
8 employed by Lessor shall be the sole responsibility of Lessor.

9 12.2 SUCCESSORS AND ASSIGNS

10 All rights, obligations and liabilities herein, given to, or imposed upon, the respective
11 parties hereto shall extend to and bind the several and respective heirs, executors,
12 administrators, successors, sub lessees, and assigns of said parties, subject to the provisions
13 of Article X, provided, however, that no assets of the Lessor other than his or its interest in the
14 Leased Premises shall be affected by reason of any liability which Lessor or any successor in
15 interest may have under his Lease. If there shall be more than one Lessee, they shall all be
16 bound jointly and severally by the terms, covenants and agreements herein and the word
17 "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a
18 Lessee herein, be the same one or more. If there shall be more than one Lessee, any notice
19 required or permitted by the terms of the Lease may be given by or to any one thereof and shall
20 have the same force and effect as if given by or to all thereof.

21 12.3 NOTICES

22 Wherever in this Lease it shall be required or permitted that notice or demand be given
23 or served by either party to this Lease to or on the other, such notice or demand shall not be
24 deemed to have been duly given or served unless made in writing and either personally
25 delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, to the
address for each party provided in this Lease. Such addresses may change from time to time
by either party by serving notices as above provided. While Lessee is in possession of the
Leased Premises, notices to the Lessee may also be delivered or forwarded by Certified Mail to
the address provided in the introductory paragraph of this Lease.

21 12.4 SCOPE AND INTERPRETATION OF THIS AGREEMENT

22 A. ENTIRE AGREEMENT. This Lease shall be considered to be the only
23 agreement between the parties hereto pertaining to the Leased Premises. It is understood that
24 there are no oral agreements between the parties hereto affecting this Lease and this Lease
25 supersedes and cancels any and all previous negotiations, arrangements, brochures,
agreements and understandings, if any, between the parties hereto or displayed by Lessor to
Lessee with respect to the subject matter thereof, and none shall be used to interpret or
construe this Lease. It is further agreed by and between the parties hereto that there shall be

1 no modifications or amendment to this Lease except as may be executed in writing between
2 the parties hereto. Lessee further agrees not to cancel its Lease, or pursue any other remedies
3 available under this Lease, or at law or equity, with respect to Lessor, for any violation, breach
or default of this Lease by virtue of any act or omission on, or with respect to, property not
owned by Lessor. All notices must be in writing.

4 B. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in
5 this Lease and whenever required by the context thereof, each number, both singular and
6 plural, shall include all numbers, and each gender shall include all genders. Lessor and
7 Lessee as used in this Lease or in any other instrument referred to in or made a part of this
8 Lease shall likewise include both the singular and the plural, a corporation, co-partnership,
individual or person acting in any fiduciary capacity as executor, administrator, trustee, or in
any other representative capacity. All covenants herein contained on the part of Lessee shall
be joint and several.

9 C. GOVERNING LAW. This Agreement shall be governed by and construed in
10 accordance with the laws of the Colorado River Indian Tribes, in cases where no law relating to
11 a specific matter exists and if, and only if, such are necessary for the proper completion of this
12 agreement, the laws of the State of Arizona shall be applied. Lessee agrees to at all times
abide by and follow the applicable laws, policies, and regulations of the Colorado River Indian
Tribes. The Codes of the Colorado River Indian Tribes are available electronically at www.crit-nsn.gov.

13 D. PARTIAL INVALIDITY. If any term covenant or condition of this Lease or the
14 application thereof to any person or circumstance shall, to any extent, be invalid or
unenforceable, the remainder of this Lease, or the application of such term covenant or
15 condition to person or circumstances other than those as to which it is held invalid or
unenforceable shall not be affected thereby and each term, covenant or condition of the Lease
shall be valid and be enforced to the fullest extent permitted by law.

16 E. AMENDMENT. Oral agreements in conflict with any of the terms of this Lease
17 shall be without force and effect. All amendments to be in writing executed by the parties or
their respective successors in interest.

18 F. Neither the preparation nor the delivery of this Lease to Lessee for examination
19 shall be deemed to be an offer by Lessor to lease the premises to Lessee but shall be merely a
part of the negotiations between Lessor and Lessee. The execution of this Lease by Lessee
20 shall be deemed to constitute an offer by Lessee and compliance with all requirements
21 necessary for the Secretary's approval, to lease the Leased Premises from Lessor upon the
terms and conditions contained in this Lease which, offer may be accepted by Lessor only by
the execution of this Lease by Lessor.

22 12.5 ENCUMBRANCES.

23 A. This Lease or any right to or interest in this Lease, may not be encumbered
24 without the prior written approval of the Lessor, the Secretary. Any encumbrance made without
said approval shall be void. An encumbrance must be confined to the leasehold interest of a
lessee or a sub lessee and shall not jeopardize in any way Lessor's interest in the land.

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1 B. In the event of default by the Lessee of the terms of an encumbrance, the
2 encumbrance may exercise any rights provided in the encumbrance, provided that before any
3 sale of the leasehold, whether under power of sale or foreclosure, the encumbrancer shall give
to the Lessor and the Secretary notice of the same character and duration as is required to be
given to Lessee by such encumbrance or by law.

4 C. If such notice of sale is given and the defaults or any of them upon which such
5 notice of sale is based shall then continue. Lessor shall have the following rights which may be
6 exercised at any time prior to completion of sale proceedings: 1) to pay the encumbrancer the
7 full unpaid principal amount of the encumbrance, plus unpaid interest accrued to the date of
8 such payments, plus sale costs incurred to the date of such payment, or 2) to execute in favor
9 of the encumbrancer a promissory note and a new encumbrance, which new encumbrance
10 must be approved by the Colorado River Indian Tribes, for the full unpaid principal amount of
the encumbrance, plus unpaid interest accrued to the date of such execution, plus sale
11 expenses incurred to the date of such execution, upon no less favorable terms and conditions
as originally provided by the existing encumbrance, or, 3) to exercise any other rights inuring
12 prior to completion of sale proceedings. If Lessor exercises any of the above rights, this Lease
shall automatically terminate on the date the rights are exercised and shall be of no further
13 force and effect, provided, however, that such termination shall not relieve Lessee from any
obligation or liability which had accrued prior to the date of termination.

14 12.6 MINERALS

15 This Lease confers no vested interest, right, or title to any minerals including sand and
16 gravel and building stone materials within the Leased Premises. However, moving dirt, sand
17 and rock for the purpose of developing and improving the Leased Premises as required by this
18 Lease, in and of itself, shall not be construed as mining.

19 12.7 HAZARDOUS SUBSTANCES

20 The term 'hazardous substances' as used herein shall include any substances declared
21 to be hazardous or toxic under any law, ordinance or regulations now or hereafter enacted or
22 promulgated by any government authority having jurisdiction over the Leased Premises, Lessor
will indemnify and save Lessee harmless from liability, loss or damage including Lessee's legal
23 and other cost directly attributable to said violation resulting from any hazardous substance
violation due to any condition or cause located on the Leased Premises that was precedent to
24 Lessee taking possession of Leased Premises. Lessee shall not cause or permit its agents,
employees or licensees to cause the use, generation, release, manufacture, production,
25 processing, storage or disposal of any hazardous substances on or from the Leased Premises,
other than fuels for the stand-by generator, fire suppression materials and materials used in
back up batteries which shall be used in conformance with all regulations and good
management practices. Lessee will indemnify and save Lessor harmless from liability, loss or
damage (including Lessor's legal and other costs directly attributable to said violations resulting
from Lessee's violation of this paragraph).

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1 **ARTICLE XIII. SPECIAL PROVISIONS**

2 **13.1 SPECIAL PROVISIONS**

3 A. While the Leased Premises are in trust or restricted status, all of the Lessee's
4 obligations under this Lease, and the obligation of his sureties, are to the United States as well
5 as to the owner of the land.

6 B. Nothing contained in this Lease shall operated to delay or prevent a termination
7 of Federal trust responsibilities with respect to the land by the issuance of a fee patent or
8 otherwise during the term of the Lease, however, such termination shall not serve to abrogate
9 the Lease. The owners of the land and the Lessee and his surety or sureties shall be notified
10 of any such change to the status of the land.

11 **13.2 ANTIQUITIES**

12 In accordance with the Laws of Antiquity of 1906, the National Historic Preservation Act
13 of 1966, and the Archaeological Resources Protection Act of 1979, or any amendment to these
14 Acts, and any other applicable Federal and Tribal Laws, it is understood and agreed by the
15 parties hereto that any areas within the exterior boundaries of the Leased Premises containing
16 graves, ruins, or other antiquities, shall be undisturbed and plainly marked by Lessee and
17 reported immediately to the Lessor and the Secretary for appropriate disposition and action.
18 This shall likewise apply to any discoveries made in excavations during the development of the
19 Leased Premises. Any areas designated as antiquities shall be automatically withdrawn from
20 the Leased Premises, and the minimum rental adjusted accordingly.

21 **13.3 RESERVATION LAWS AND ORDINANCE; CONSENT TO JURISDICTION**

22 The Lessee, Lessee's employees, agents and sub lessees and assignees and their
23 employees and agents shall abide by all laws, regulations and ordinances of the Colorado
24 River Indian Tribes now in force and effect or that may be hereafter in force and effect. The
25 Lessee, Lessee's employees and agents, and sub lessees and assignees and their employees
and agents, hereby consent to the jurisdiction of the Tribal Court of the Colorado River Indian
Tribes. Such jurisdiction shall include, without limitation, jurisdiction to levy fines and enter
judgments for compensatory and punitive damages and injunctive relief, in connection with all
activities conducted by Lessee, sub lessees, and assignees, and their respective employees
and agents, on the Colorado River Indian Reservation or which have a proximate effect on
persons or property on the Colorado River Indian Reservation. Lessee hereby appoints the
Clerk of the Board of Supervisors as its agent for service of process.

26 **13.4 INSPECTION**

27 The Lessor and the Secretary and their authorized representatives shall have the right,
28 at any reasonable times during the full term of this Lease, to enter upon the Leased Premises,
29 or any part thereof, to inspect the same and all buildings and other improvements erected and
30 placed thereon.

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1 13.5 INTEREST OF MEMBER OF CONGRESS

2 No member of, or delegate to Congress, or Resident Commissioner, shall be admitted
3 to any share or part of this contract or to any benefit that may arise here from, but this provision
4 shall not be construed to extend to this contract if made with a corporation or company for its
5 general benefits.

6 13.6 LIMITED WAIVER OF SOVEREIGN IMMUNITY

7 The Colorado River Indian Tribes hereby grants a limited waiver of its sovereign
8 immunity from uncontested suits (hereinafter "Limited Waiver") as described herein solely for
9 actions brought by the County of Riverside ("County"), but not brought by any other person or
10 entity, requesting specific performance against the Colorado River Indian Tribes to enforce the
11 terms of this Agreement. This limited waiver is to be strictly construed in favor of the Colorado
12 River Indian Tribes and may be enforced only under the conditions and procedures set forth
13 herein. Prior to instituting an action hereunder, the County must first raise the matter in dispute
14 for which it is seeking specific performance with the Tribal Council of the Colorado River Indian
15 Tribes utilizing the Meet and Confer and Mediation procedures set forth below.

16 A. MEET AND CONFER. Prior to instituting an action hereunder, the County must
17 first raise the matter in dispute for which it is seeking Specific Performance with the Colorado
18 River Indian Tribes Tribal Council by requesting that a Meet and Confer be held. This notice
19 shall be in writing and shall set the Meet and Confer for a time at least twenty-one days after
20 the notice is delivered, and shall state the location for the meeting, which shall be held on the
21 Colorado River Indian Tribes Indian Reservation. The County and the Colorado River Indian
22 Tribes may jointly decide to meet at another time and place. Attendees at the Meet and Confer
23 shall have sufficient authority to resolve the matter at issue. Meet and Confer sessions shall be
24 private. The parties agree to maintain the confidentiality of the Meet and confer and shall not
25 rely on, or introduce as evidence in any judicial or other proceeding: (a) views expressed or
suggestions made by the other party with respect to a possible settlement of the dispute: (b)
admissions made by the other party during Meet and Confer: (c) proposals made or views
expressed: or (d) the fact that the other party had or had not indicated a willingness to accept a
proposal. This section shall apply to anything communicated, exchanged, said, done or
occurring in the course of the Meet and Confer. The Meet and Confer is to be considered a
settlement negotiation for the purpose of all state and federal rules protecting disclosures made
during such conference from later discovery or use in evidence. All conduct, statements,
promises, offers, views and opinions, oral or written, made during a Meet and Confer by any
party or a party's agent, representative, employee, or attorney are confidential and, where
appropriate, are to be considered work product and privileged. Such conduct, statements,
promises, offers, views and opinions shall not be subject to discovery or admissible for any
purpose including impeachment, in any litigation or other proceeding involving the parties;
provided, however, that evidence otherwise subject to discovery or admissible is not excluded
from discovery or admission in evidence simply as a result of it having been used in connection
with the Meet and Confer.

26 B. MEDIATION. If the parties are unable to resolve their dispute through a Meet
27 and Confer, either party may compel mediation under this paragraph by providing written notice
28 to the other party. The parties shall then make their best efforts to agree on a single mediator.
29 If, within fifteen (15) days of the delivery of written notice to compel mediation, the parties do

1 not agree upon a single mediator, each party shall select a mediator and, within thirty (30) days
2 after the delivery of the written notice to compel mediation, provide written notice to the other
3 party of the name and contact information for the mediator chosen. The two selected mediators
4 shall confer and by joint agreement select a third mediator. That third mediator (if agreed upon
5 by the parties) or, in the alternative, all three mediators shall determine a time and place for the
6 mediation and the rules that shall govern the mediation, and shall provide notice of such to
each party. The mediator(s) shall adopt rules that the mediator(s) deem(s) fair and reasonable
subject to the terms of the Limited Waiver of sovereign Immunity set forth herein. The parties
shall bear their own fees and costs related to any mediation and shall each pay one-half the
fees of the mediator(s), the reasonable expenses of the mediator(s), and joint costs incurred in
the mediation.

7 C. CLAIMS FOR SPECIFIC PERFORMANCE. An action for Specific Performance,
8 if any, may only be brought by the County after a Meet and Confer is held, and after Mediation
9 has been completed following the procedures set forth in subsections (A) and (B) above. No
10 causes of action or claims in law or in equity are cognizable against the Colorado River Indian
11 Tribes except actions against the Colorado River Indian Tribes itself for specific performance of
12 this Agreement. Only actual damages (specifically excluding consequential, punitive, and all
13 other damages) suffered by the County may be sought hereunder. The source from which any
14 damages are to be paid by the Colorado River Indian Tribes shall be limited to the general
15 revenues of the Colorado River Indian Tribes and shall specifically exclude any funds from a
federal, state, tribal or other governmental grant or contract and shall further exclude any trust
assets of the Colorado River Indian Tribes, any assets of its business enterprises, or those
funds set aside for per capita distribution to Tribal members. This Limited waiver does not allow
any actions to be brought against Tribal Council Members, Tribal Employees, Tribal Agents,
Tribal Members, attorneys for the Colorado River Indian Tribes, or any other individual acting
on behalf of the Colorado River Indian Tribes. Any cause of action or claim brought pursuant to
this Limited Waiver shall be submitted for hearing in the United States District Court for the
district of Arizona.

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1 13.7 WARRANTIES AND REPRESENTATIONS


2 Each of the Parties signing this Lease warrant and represent (i) the full power to enter
3 into this Lease on behalf of itself; (ii) that it is entitled to conduct business as described herein;
4 (iii) that all actions and approvals have been taken which are necessary to make this Lease a
5 binding and enforceable obligation of each Party; (iv) that the individuals signing this Lease are
6 authorized to execute this Lease; and (v) that the delivery, and performance of this Lease is not
7 in conflict with and will not cause an event of default under any agreement or instrument to
8 which either Party is bound.

9 IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date
10 first written above.

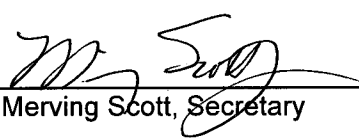
11 Dated: _____

12 **LESSOR:**
13 **COLORADO RIVER INDIAN TRIBES**

14 Resolution No. _____

15 By: 
16 Eldred Enas, Chairman

17 Approved _____

18 By: 
19 Mervin Scott, Secretary

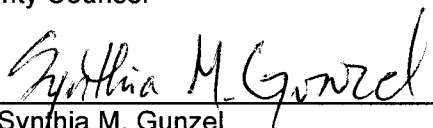
20 **LESSEE:**
21 **COUNTY OF RIVERSIDE**

22 **ATTEST:**
23 Kecia Harper-Ihem
24 Clerk of the Board

25 By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____
Deputy

26 **APPROVED AS TO FORM:**
27 Pamela J. Walls
28 County Counsel

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

JRF:jw
07/09/09
0271T
12.709

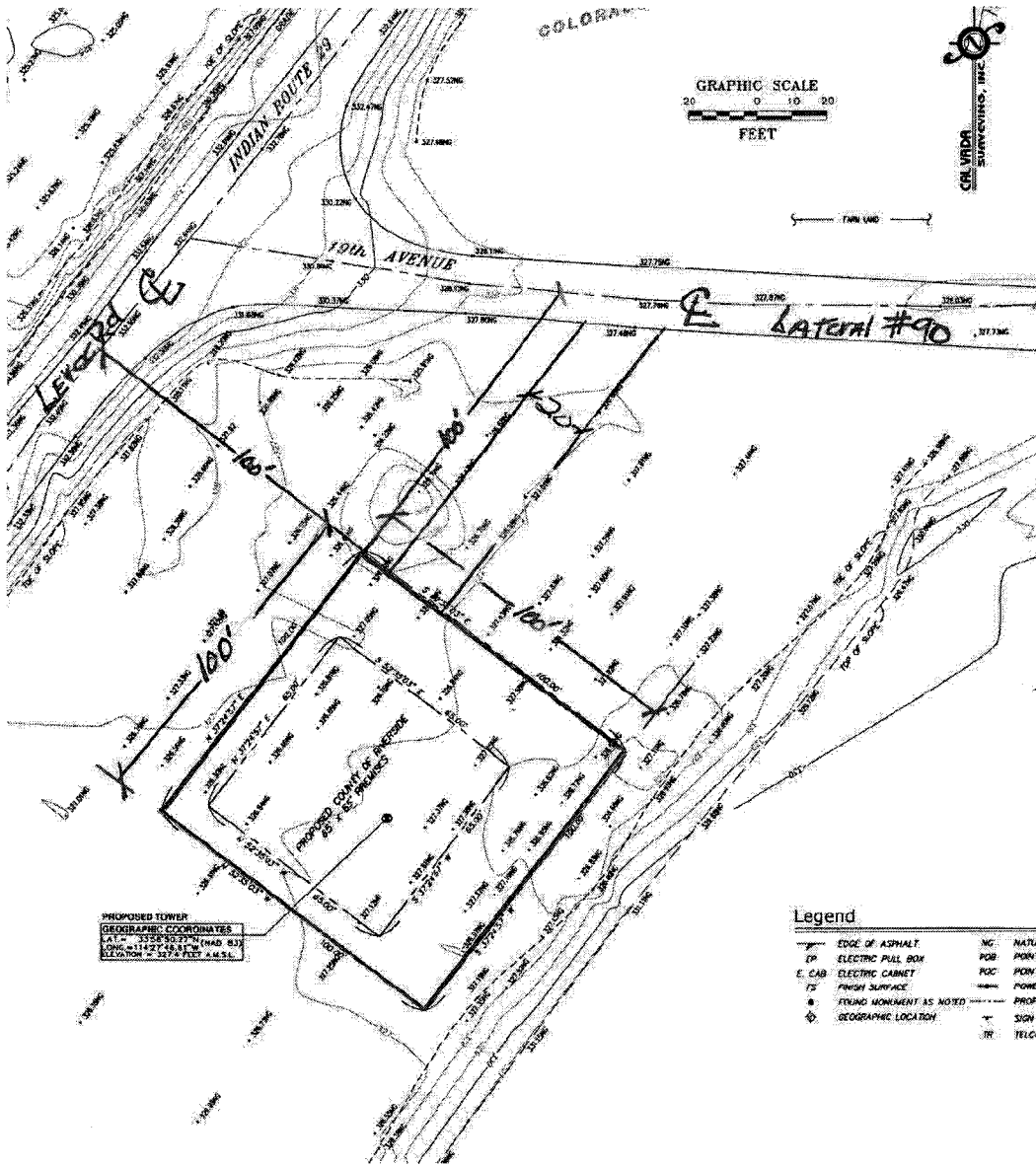
1 UNITED STATES DEPARTMENT OF THE INTERIOR

2
3 The within Lease is hereby approved and declared to be made in accordance with the law and
4 the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in
5 force.

6 Date Approved: _____
7 Superintendent, Colorado River Agency

8 Pursuant to authority delegated to the Assistant
9 Secretary-Indian Affairs by 209 DM 8, 230 DM 1, and to
10 the Western Regional Director by 3 IAM 4 (Release No.
11 99-03) and 10 BIAM 11, as amended by Western
12 Regional Release No. 97-1, and any further delegations
13 needed to effectuate the Reorganization embodied in DM
14 Releases dated April 21, 2003.
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EXHIBIT "A"



Notes

1. This Exhibit may be replaced by a land survey or a 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.