

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

464



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
June 30, 2010

**SUBJECT:** Public Safety Enterprise Communications Project Ground Lease, Black Eagle

**RECOMMENDED MOTION:**

1. That the Board of Supervisors (Board) approve the attached Communications Tower Site Lease Agreement and Temporary Access License Agreement for the Black Eagle Public Safety Enterprise Communications site and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside (County); and
2. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

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

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

|                       |                                      |         |                                |       |
|-----------------------|--------------------------------------|---------|--------------------------------|-------|
| <b>FINANCIAL DATA</b> | <b>Current F.Y. Total Cost:</b>      | \$4,500 | <b>In Current Year Budget:</b> | Yes   |
|                       | <b>Current F.Y. Net County Cost:</b> | \$ 0    | <b>Budget Adjustment:</b>      | No    |
|                       | <b>Annual Net County Cost:</b>       | \$ 0    | <b>For Fiscal Year:</b>        | 10/11 |

|                                     |   |                          |
|-------------------------------------|---|--------------------------|
| <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: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

Reviewed by: *Christopher Hays*  
 APPROVED COUNTY COUNSEL  
 DATE: 6-14-10  
 SYNTHIA M. GUNZEL  
 Departmental Concurrence  
 Matt Frymire / Chief Information Officer  
 Riverside County Information Technology  
 Policy  Policy   
 FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: *Chavez D. Harris*  
 Deputy Controller:  Consent  Consent  
 Per Exec. Ofc.:  Consent  Consent

|   |                    |                       |
|---|--------------------|-----------------------|
| <b>Prev. Agn. Ref.:</b> 3.37 of 12/18/07;<br>3.52 of 9/2/08 | <b>District:</b> 4 | <b>Agenda Number:</b> |
|---|--------------------|-----------------------|

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.43

**BACKGROUND:**

The Public Safety Enterprise Communication (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 Black Eagle PSEC site located within the former Kaiser Steel Eagle Mountain Mine area is such a case. The 55,846 square foot site lease includes a lengthy access road right of way, a portion of which will be addressed under a secondary agreement due to the fact that certain portions of the land are subject to an option to sell the land to the Los Angeles County Sanitation District.

The area has been disturbed by mining activities, so 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 proposed PSEC wireless site lies within an area where iron reserves remain. Kaiser Eagle Mountain, LLC and Reclamation, LLC (Kaiser) insists that they retain the right to require County to relocate its wireless facilities should mining or other use of the area be resumed. Kaiser will grant County sufficient lead time to make the move, but County must fund the moving costs. Kaiser must provide a relocation site; they cannot simply cancel the lease. The equipment building, wireless equipment and generator can be salvaged and reassembled or reused elsewhere if this low probability event occurs.

The Ground Lease is summarized below:

|                                |   |
|--------------------------------|---|
| Location:                      | Leasehold located on a portion of Assessor's Parcel Number 818-231-027  |
| Lessor:                        | Kaiser Eagle Mountain, LLC  |
| Size:                          | Parcel approximately 55,846 square feet, plus a non-exclusive easement for ingress and egress                         |
| Term:                          | Commencement upon the date that Ground Lease is fully executed and runs for 25 years plus a 25 year extension option. |
| Lease Rent:                    | \$4,000 per year, prepaid (lump sum \$100,000)  |
| Rent Adjustments:              | None during the initial term. Increase to \$5,000 for option term, paid as a lump sum of \$125,000.                   |
| Utilities:                     | To be powered by diesel generators  |
| Interior/Exterior Maintenance: | By County   |

(Continued)

**BACKGROUND:** (Continued)

The Access & Utility License is summarized below:

Location: Various parcels leading from public right of way to the leasehold site

Lessor: Kaiser Eagle Mountain, LLC and Mine Reclamation, LLC

Term: Runs concurrent with the Ground Lease.

Rent: \$500 per year, paid annually

Rent Adjustments: 3% annual increase

The attached Ground Lease and the Access & Utility License have been reviewed and approved by County Counsel as to legal form.

**FINANCIAL DATA:**

All lease costs for this Ground Lease and the Access & Utility License will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will cover operating costs.

RECORDED AT REQUEST OF AND RETURN TO:  
ECONOMIC DEVELOPMENT AGENCY  
REAL ESTATE DIVISION, ON BEHALF OF  
THE INFORMATION TECHNOLOGY DEPARTMENT  
3403 10TH STREET, SUITE 500  
RIVERSIDE, CALIFORNIA 92501

FREE RECORDING  
THIS INSTRUMENT IS FOR THE BENEFIT OF  
THE COUNTY OF RIVERSIDE, AND IS  
ENTITLED TO BE RECORDED WITHOUT FEE.  
(GOVT. CODE 6103)

**TEMPORARY ACCESS LICENSE AGREEMENT**  
**(EAGLE MOUNTAIN)**

This TEMPORARY ACCESS LICENSE AGREEMENT ("**Agreement**") is dated \_\_\_\_\_, 2010 ("**Effective Date**"), and is among KAISER EAGLE MOUNTAIN, LLC ("**Kaiser**"), a Delaware limited liability company, MINE RECLAMATION, LLC, a California limited liability company ("**Mine Reclamation**") and the County of Riverside ("**County**"), a political subdivision of the State of California (each, a "**Party**"; collectively, "**the Parties**"). Kaiser and Mine Reclamation are sometimes collectively referred to herein as the "**Grantors**".

**RECITALS**

A. On August 9, 2000, the County Sanitation District No. 2 of Los Angeles County (the "**District**") entered into an Agreement for Purchase and Sale of Real Property and Related Personal Property in Regard to the Eagle Mountain Landfill and Joint Escrow Instructions (the "**Purchase and Sale Agreement**"), under which Mine Reclamation agrees to transfer to the District the Eagle Mountain Landfill Project (the "**Landfill Project**"). The sale of the Landfill Project includes certain real property interests situated in the unincorporated area of Riverside County, California, more particularly depicted on Attachment 1 attached hereto (the "**Landfill Property**"). At this juncture, the sale of the Landfill Project is pending subject to the final resolution of a court challenge by Landfill Project opponents and the satisfaction of certain conditions precedent in the Purchase and Sale Agreement.

B. Inside the Southern boundary of the Landfill Property is a portion of an unimproved, two-lane roadway, commonly known as the South Main Haul Road (the "**Access Road**"). The Access Road is depicted in Attachment 2 as it currently exists. The Parties acknowledge that the precise location of the Access Road may change from time-to-time for operational and other reasons.

C. Kaiser owns certain real property ("**Kaiser Retained Property**") that is adjacent to the Landfill Real Property and is more particularly depicted in Attachment 3. A small portion of the Access Road, known as the "**Horseshoe**", is located on Kaiser Retained Property, as well as the portion of the Access Road located above (that is, generally North of ) the Landfill Property; the remainder of the Access Road is situated on the Landfill Real Property.

D. Effective upon the closing provided for in the Purchase and Sale Agreement, the District and Kaiser shall jointly use the Access Road, upon the terms and to the extent provided for in a joint use agreement ("**Joint Use Agreement**") to be entered into by Kaiser and the District. The



Joint Use Agreement will address, among other things, when Kaiser or District shall act on behalf of the Grantors under this Agreement.

E. County desires to construct, maintain and operate an emergency communications tower and related improvements on certain Kaiser Retained Property (the "**Communications Facility**"). To gain access to the site of the Communications Facility, the County needs the ability to have non-exclusive use of the Access Road.

F. The Parties accordingly enter into this Agreement to set forth their respective rights, obligations, and interests in connection with the granting to County of a license for use of the Access Road, all on the terms set forth below. The construction, maintenance and operation of the Communications Facility and the lease of the land for the Communications Facility is addressed under that certain separate Communications Facility Lease Agreement between Kaiser and the County.

NOW, THEREFORE, Grantors and County agree as follows:

1. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, Grantors do hereby grant to County a non-exclusive license (the "**License**") for a period of twenty-five (25) years (the "**Initial Term**"), for use of the Access Road by County, its contractors, employees, and agents (collectively, "**County Parties**") solely for the purpose of accessing the Communications Facility to construct, maintain, repair and operate the Communications Facility (the "**Access Rights**"). The Initial Term of this Agreement may be extended by County, provided that County is not in default under this Agreement, upon the same terms and conditions as set forth in this Agreement except that the License Fee shall be adjusted as set forth in Section 5 of this Agreement, for an additional period of 25 years (the "**Extended Term**") upon written notice from County to Grantors sent at least twelve (12) months prior to the expiration of the Initial Term. (The License granted County shall not be construed as an interest in real estate, but rather a license which may not be revoked except upon the express terms of Section 9 of this Agreement. County shall not use the License for any other purpose than as set forth in this Agreement or as may be expressly agreed to in writing by both of the Parties, and shall not use the License in any manner that could result in the Kaiser Retained Property or the Landfill Project becoming subject to regulation by the California Public Utilities Commission or the United States Interstate Commerce Commission. This Agreement does not grant County the right to use any Landfill Project or Kaiser facilities other than the Access Road.

2. **CONDITIONS OF LICENSE.** County's License is subject to following terms and conditions:

a. County accepts the Access Road in the condition existing as of the Effective Date, subject to all applicable zoning, municipal, county and state laws, Landfill Project conditions, ordinances and regulations, if any, governing and regulating the use of the land subject to the License. Grantors make no warranties, express or implied, as to fitness of the space on, under or above the Access Road for the use being made or intended to be made by County. County is subject to all senior covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, and all other applicable and superior matters of record affecting the land subject to the License. In accepting the License, County accepts the space in, under and above and the land within the Access Road in its present physical condition, as well as any change in the physical condition that arises from customary practices or operating the proposed Landfill Project, normal wear and tear to the Access Road or from Force Majeure Events (as defined in Section 13 below) excepted. There shall be no material modifications to the Access Road by Grantee without Grantors prior written consent, which consent shall not be unreasonably condition or denied as long as the modification would not

interfere with the operation of the Landfill Project or Kaiser's operations as they may exist from time to time.

b. To the extent applicable, County shall keep the Landfill Project and Kaiser Retained Property free from any mechanic's liens arising out of any work performed, materials furnished or obligations incurred by County in connection with the Communications Facility and use of the Access Road, and agrees to defend, indemnify and hold harmless Grantors from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorney's fees incurred by Grantors in connection therewith. If any such lien shall be filed, County shall notify Grantors promptly. County shall either cause the lien to be discharged of record within twenty (20) days after the date of filing of the same or, if County in good faith determines to contest such lien, County shall furnish such security as may be necessary to (a) prevent any foreclosure proceedings against the Landfill Project and Kaiser Retained Property during the pendency of such contest, and (b) cause Grantor's title insurance company to remove such lien as a matter affecting title on a preliminary title report with respect thereto. If County shall fail to perform its obligation in this subsection to remove any lien for which County is responsible, Grantors shall have, in addition to all other remedies provided herein or by law, the right but not the obligation to cause such lien to be removed by such means as Grantors shall deem proper, including payment of or defense against the claim giving rise to such lien. Nothing herein shall imply any consent by Grantors to liability under any mechanics' or other lien law. The covenants in this Section 2.b. shall survive the termination of this Agreement.

c. Until the Termination Date (as defined in Section 8 below), County shall:

(1) Have the ability to use the Access Road on a non-exclusive basis as provided in this Agreement provided such use does not Impair Landfill and Kaiser Operations. For purposes of this Agreement, the term "**Impair Landfill and Kaiser Operations**" shall mean any conduct or activities of County, or condition of the Access Road as caused by County, that leads directly or indirectly to an actual adverse impact on any operations on the Kaiser Retained Property or on the Landfill Project, including delay, hindrance, impedance, or obstruction of any Kaiser or Landfill Project activities or operations, Kaiser or Landfill Project revenues, assets, business, or properties, or any physical damage to the Landfill Project or Kaiser operations.

(2) Undertake all construction, improvements, repairs and maintenance, if any, to the Access Road (collectively, "**Work**") in a diligent, good and workmanlike manner according to and in conformity with Plans and Specifications (as defined below), all laws and accepted industry practices. County shall schedule any Work on the Access Road with Grantors in advance to ensure that the Work does not impair the Landfill Project and the Kaiser Retained Property. County shall furnish Kaiser and District at its own expense a reasonably detailed plans and specifications ("**Plans and Specifications**") for the Work at least two weeks prior to the commencement of any work on the Access Road. Kaiser and District shall have fifteen (15) business days from its receipt of County's Plans and Specifications to approve or disapprove same, in writing, which approval may not be unreasonably withheld; provided however, Kaiser and District may approve or disapprove any portion of the Plans and Specifications that require modifications to the Access Road in their respective good faith judgment. In the event either Kaiser or District fails to disapprove the Grantee's Plans and Specifications (with a clear statement of the reasons for such disapproval) within the fifteen (15) business day period referenced in the prior sentence, the Plans and Specifications shall be deemed approved. The approval by Kaiser or the District of any Plans and Specifications will not be deemed to be a representation or warranty by Kaiser or District as to the adequacy or sufficiency of such Plans and Specifications for any use or purpose.

(3) Obtain, and keep in full force and effect, all required authorizations, permits, consents, approvals, and other entitlements (collectively, "Entitlements") necessary for County's use of the Access Road.

(4) Fully comply with all statutes, rules, consents, permits or orders of any governmental entity (exercising jurisdiction over the Landfill Project, the Access Road or the Kaiser Retained Property (collectively, "Applicable Law").

(5) Grantors shall have no obligation to provide guard or other security measures for or on behalf of County.

3. **OPERATING CONSIDERATIONS.** The Parties shall conduct their activities with respect to the Kaiser Retained Property and the Landfill Property in connection with the License in accordance with the following:

a. County shall not construct, reroute, or relocate, or permit to be constructed, rerouted or relocated any fences, structures, roads, or other improvements of any kind, other than in connection the use of the Access Road and as expressly provided in this Agreement.

b. County shall not use the Landfill Property and the Kaiser Retained Property other than the Access Road, or otherwise obstruct, or damage the Landfill Property and the Kaiser Retained Property. County shall protect the then existing Access Road when conducting Work and in constructing, maintaining, repairing and operating the Communications Facility, and shall undertake immediately all measures necessary to avoid or mitigate damages with respect to conduct or activities that will impair Landfill and Kaiser Operations the Kaiser Retained Property. In the event County or any of the County Parties damage any portion of the Kaiser Retained Property and the Landfill Property, including the Access Road, or any equipment or facilities related to the Landfill Project or Kaiser operations (collectively, "Kaiser and Landfill Property"), then County shall promptly repair or replace the damaged property at its sole cost within forty-eight (48) hours of receiving notice to repair or replace all Kaiser and Landfill Property. If damage to the caused by any of the County Parties is not timely repaired as provided herein, or if an emergency exists that requires repairs to such damage to the Kaiser and Landfill Property caused by any of the County Parties within said forty-eight (48) hour period, then Grantors may at their election make such repairs and shall be reimbursed by County for their reasonable expenses within ten (10) days of County's receipt of an invoice related to said expenses. If damage occurs to the Access Road as a result of a Force Majeure Event, the County shall pay its proportionate share of the costs to repair the Access Road based upon a formula that takes into consideration the frequency, duration and stress of County use of the Access Road compared to frequency, duration and stress of the overall use of the Access Road by others.

c. To the extent practical, the Parties shall coordinate their operations so that any construction, repair or maintenance work will be conducted so as to avoid interruption to the Parties' respective operations.

d. County shall not assign or otherwise convey its License or any interest therein without obtaining the prior written consent of Grantors, which consent shall not be unreasonably withheld, conditioned or delayed.

e. Grantors may establish and enforce reasonable operational and safety measures with respect to County's Access Rights. Said operational and safety measures shall not have a material adverse effect on the County's Access Rights. Grantors reserve the right to exclude or restrain any person committing or attempting to commit any nuisance or crime.

*f.* Grantors and District at no cost to County may from time to time repair, improve, reroute, relocate or otherwise alter the Access Road in accordance with the terms of the Joint Use Agreement or the Purchase and Sale Agreement, and any present or future Access Road and in such event, The License granted to County shall be subject at all times to the paramount rights of Grantors to use the Access Road and the Landfill Property. County shall be entitled to use the new or reconstructed Access Road subject to all of the terms and conditions of this Agreement. To the extent practical, the Parties will attempt to coordinate their operations so that any alterations to the Access Road described in this subsection *f.* may be performed or imposed in a manner that minimizes interruption to each Party's operations.

*g.* If title to any part of the Access Road is defective, the Parties shall have the right, but not the obligation, to undertake to cure any such defects or to defend or to initiate litigation to perfect, defend, or cure title to the Access Road. Any actions that a Party elects to take or pursue pursuant to this subsection *g.* shall be at its sole discretion and at its sole cost. The Parties shall assist and cooperate reasonably with the other Parties in any such endeavors, including without limitation, by the execution and filing of pertinent documents. Said other Parties shall not be obligated to incur or bear any out-of-pocket costs in connection with such assistance and cooperation efforts.

*h.* The District shall have priority in its use of the Access Road for all purposes associated with the operation, maintenance, and construction of the Landfill Project under the terms the Joint Use Agreement and the Purchase and Sale Agreement. Following the construction of the, and the Communications Facility, County shall use the Access Road solely and exclusively for purposes of vehicle ingress and egress to inspect, maintain, repair and operate the Communications Facility as needed; provided, that such use does not materially interfere with the District's or Kaiser's operations. In that regard, County shall coordinate its traffic schedule with Grantors to ensure that its use does not bring about any Impair Landfill and Kaiser Operations. The Grantors may maintain traffic control, enforce safety measures, and coordinate the use and operation of the Access Road and County agrees to comply at all times with all site rules, regulations, or permit conditions established by the Grantors or any other governmental agency responsible for the site or vehicle safety. County may not use or permit the Access Road to be used for any of the following uses or in the following manner without the prior written approval of the Grantors, which approval may be granted or not granted in their sole and absolute discretion: (a) in a manner that does not materially comply with law or for any purpose that is not fully permitted and approved by all applicable Entitlements (as defined below); (b) in a manner that is inconsistent with the safe and appropriate use; and (c) for the transportation of materials or substances that are not permitted under the permits and approvals for the Landfill Project.

*i.* County shall be responsible to obtain and maintain all entitlements, permits, approvals and consents (collectively "**Entitlements**") required with respect to the use of the Access Road. However, each of the Parties covenants to cooperate in all reasonable ways with efforts by the other Party to obtain or maintain entitlements for their respective projects and operations from third parties, including without limitation, at the request and subject to the direction of the Party seeking to obtain or maintain the Entitlements, by the execution and filing-of documents, consents or other instruments. Each of the Parties covenants not to oppose, challenge, appeal or interfere with any efforts by each other Party to obtain or maintain any Entitlements. Notwithstanding the foregoing, Grantors shall not be required to accept any condition that may impair the Kaiser and Landfill Property and related operations. Nothing in this Subsection is intended to alter the terms of that certain Development Agreement No. 64 related to the Landfill Project (the "**Development Agreement**"). Should there be any conflict between the terms of the Development Agreement and this Agreement, the terms of the Development Agreement shall control.

*j.* County Parties shall not cause any desert tortoise or other endangered or threatened species to be "taken" under Applicable Law (including in compliance with any applicable permits held by the Parties). County shall be solely responsible for any such takings by any of the County Parties and shall indemnify and hold harmless Grantors from and against all Liabilities (as defined in Section 11) that arise out of or relate to the taking of any endangered or threatened species by any of the County Parties.

**4. PAYMENT TERMS.** In addition to the other consideration being provided by the County in this Agreement, County shall pay to Kaiser on or before the Effective Date and each annual anniversary thereafter a yearly fee of Five Hundred Dollars (\$500.00), which shall be annually adjusted as provided herein (the "License Fee"). The Parties acknowledge the License Fee represents the fair market value of the License. Such annual License Fee shall increase at the rate of three (3%) per year on a compounded basis commencing on the first anniversary of this License. The annual License Fee during the Extended Term of this Agreement, if any, shall be the License Fee paid during the immediately preceding year adjusted in accordance with the most current twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U) (West Urban Area) as published by the United States Government or any successor index.

**5. PROPERTY TAXES.** County shall timely pay all taxes and assessments, if any, that become due and payable with respect to the Communications Facility, and this License.

**6. INSURANCE** The insurance requirements provided herein are in addition to the indemnification obligations of the County. All of the County's agents, contractors and subcontractors, and, in the event the County is no longer self-insured, the County shall, at their own expense, procure, carry, and maintain in full force and effect at all times during the term of this License and until County satisfies all its obligations under Section 7 (Restoration Obligations) and shall require all subcontractors to maintain in full force and effect, the insurance coverage and limits of insurance set forth in this Section 6, which shall be maintained with insurers and under forms of policies satisfactory to Grantors. The insurance provided under this Section 6 shall be written as "occurrence" type policies, shall provide for defense costs "ex-limits," and shall protect Grantors and such other persons, firms, or corporations as are designated by Grantors as having an interest in the Landfill Project and Kaiser Retained Property, in such a manner and at such amounts as set forth below. The required policies are:

*a.* Commercial General Liability Insurance. The insurance policy to include coverage for all operations of related to the License, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) broad form property damage; (e) explosion, collapse and aboveground hazards (XCD); (e) personal injury liability; and (f) protective liability for impacts on the Project's operations. County shall provide the Commercial General Liability Insurance with limits not less than the following: (i) \$1,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) \$1,000,000.00 completed operations and products liability; and (iii) \$1,000,000.00 personal and advertising injury. The policy shall provide for an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit.

*b.* Automobile Liability Insurance. This insurance policy shall include coverage for any owned, non-owned or hired vehicle brought by County or its contractors, subcontractors or agents on to Landfill Property or Kaiser Retained Property or used in connection with the License. The automobile liability insurance policy shall be provided with limits not less than \$1,000,000.00 combined single limits for bodily injury and property damage.

c. Workers' Compensation and Employer's Liability Insurance. Worker's compensation insurance shall be provided as required by any Applicable Law. The employer's liability insurance shall be provided with limits not less than the following: (i) \$1,000,000.00 each accident; (ii) \$1,000,000.00 disease - policy limits; and (iii) \$1,000,000.00 disease - each employee. The Workers' Compensation and Employer's Liability Insurance Policy shall contain a waiver of subrogation rights against District and Kaiser. District and Kaiser shall be provided certificates of insurance or a copy of an endorsement to the policy reflecting this waiver.

Before County commences Work, the County shall cause to be provided certificates of insurance to Grantors and the District evidencing the following:

(1) The insurance policies referred to subsections (a) through (c) above are in place.

(2) Grantors are to receive thirty (30) calendar days prior written notice of a policy cancellation or reduction in coverage for any reason. In that regard, County shall not deliver any certificate that simply contains words to the effect that the insurer will "endeavor" to notify Grantors of the cancellation or reduction of the policy or that "the failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives."

(3) Except in the case of the Workers' Compensation and Employer's Liability Insurance Policy, an endorsement has been made naming Grantors as additional insureds as their interests may appear, and shall have attached to it a duly executed additional insured endorsement in a form acceptable to Grantors.

These insurance coverages shall be provided through insurers that have at least an "A" policyholders rating and an "X" financial rating in accordance with the current Best's Key Rating Guide. In the event the coverage evidenced by any such certificate is canceled or reduced, the appropriate contractor, subcontractor or the County, if the County is no longer self-insured, shall procure and furnish to Grantors a new certificate conforming to the above requirements at least five (5) days before the effective date of such cancellation. If County fails to procure and maintain any insurance required by this agreement, Grantors may procure such insurance and charge the expense thereof to County. Either of the Grantors may terminate this Agreement upon failure to procure such insurance within forty-eight hours after receiving written notice demanding, at its sole discretion. Grantors' failure to enforce any provision of this Section 7 shall not act as a waiver of the obligation to procure the required insurance or as a waiver to enforcement of any of these provisions of this Section 6 at a later date. Grantors are not obligated to procure or maintain the above required insurance if County fails to do so. Each of the above-required policies of insurance shall contain "Cross Liability" or "Severability of Interest" clauses. No policy shall contain any exclusion regarding loss or damage to property caused by explosion, collapse of structures, or damage to property underground, premises-operation, completed operations, contractual insurance, and independent Grantors' coverages. Each of the above required policies shall contain a provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by County or its contractors, subcontractors and agents under this Agreement. Any such endorsement shall be in a form acceptable to Grantors. The foregoing requirements constitute the minimum insurance requirements.

7. **RESTORATION OBLIGATIONS.** Upon the Termination Date (as defined below), the County shall, if necessary, restore any damage to the Access Road, Landfill Property and Kaiser Retained Property caused by County Parties to the same general condition (including repairing any surface and subsurface areas to bring the surface to grade) as existed prior to the use of

the Access Road by County Parties. The Termination Date is the date on which the License terminates as provided in Section 8 below. The covenants in this Section 7 shall survive the termination of this Agreement.

8. **TERMINATION.** The License and this Agreement begins on the Effective Date above and terminates (the "**Termination Date**") upon any of the following:

a. by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);

b. upon expiration of the Initial Term of this Agreement or the Extended Term of this Agreement if the County has extended the Initial Term of this Agreement as provided in this Agreement except that the County indemnification, clean-up and restoration obligations shall survive this Agreement as provided, herein;

c. the acquisition of the Landfill Property by the District; or

d. A Force Majeure Event renders it impossible for County to use the License.

Upon termination of this License, County shall execute, acknowledge, and deliver to Kaiser a proper, recordable instrument indicating this License has been terminated and will cease except to complete its removal and restoration obligations under Section 7. Additionally, the County's indemnification obligations shall survive the termination of this Agreement for any reason.

9. **USE OF HAZARDOUS MATERIALS.**

a. County, its employees, agents, and other third parties entering upon the Landfill Project and Kaiser Retained Property at the request or invitation of County, shall not bring into, maintain upon, or release or discharge in or about the Landfill Project and Kaiser Retained Property any "hazardous materials" (as defined in subsection (f) below); provided, however, County may transport to or from the Communications Facility site limited amounts of substances typically and reasonably used in connection with the construction, maintenance, and operation of the Communication Facility and listed in Attachment 4 ("**Authorized Hazardous Products**") so long as (i) such substances are maintained only in such quantities as are reasonably necessary for use in connection with the construction, maintenance and operation of the Communications Facility, (ii) such substances and any equipment that generates such substances are used and stored strictly in accordance with all Applicable Law and the highest standards prevailing in the industry for such substances and the manufacturers' instructions therefore, (iii) such substances are not disposed of in or about the other Kaiser and Landfill Property in a manner that would constitute a release or discharge thereof and (iv) all such substances and any equipment that generates or holds such substances are removed from the Kaiser and Landfill Property by County before the expiration or earlier termination of this Agreement.

b. In the event that County proposes to conduct any use or to operate any equipment that will or may utilize or generate a hazardous material (other than Authorized Hazardous Products), County shall first in writing submit such use or equipment to Grantors for their approval. No approval by Grantors will relieve County of any obligation of County pursuant to this subsection (b), including the removal, clean-up and indemnification obligations imposed upon County by this License.

c. Within five (5) days after notice of or receipt, County shall furnish to Grantors copies of all notices and other communications received by County with respect to any actual or alleged release or discharge of any hazardous materials. The reporting obligations in the preceding sentence shall not apply to any Authorized Hazardous Products. In the event that County is required to maintain any hazardous materials license or permit in connection with any use conducted by County or any equipment operated by County with respect to the License, County shall provide copies of each such license or permit, each renewal thereof and any communication relating to suspension, renewal or revocation thereof. Copies shall be furnished to Grantors within five (5) business days after receipt of or submission thereof by County. Compliance by County with the two immediately preceding sentences shall not relieve County of any obligation of County pursuant to this Section 9. County shall diligently and promptly commence, prosecute, and complete the clean-up and removal from the Kaiser and Landfill Property of all hazardous materials introduced by any County Parties into or on the Kaiser and Landfill Property other than any Authorized Hazardous Products released or discharged thereon. Such clean-up and removal of hazardous materials released by any County Parties into or onto the Kaiser and Landfill Property shall be at County's sole expense and County must remediate the impacted areas to all applicable regulatory standards consistent with the operations on the Kaiser and Landfill Property and the Landfill Project. With respect to any hazardous materials released by any County Parties into or onto the Kaiser and Landfill Property, County shall undertake all testing and investigation required by any lender, owner, or governmental authorities having jurisdiction, authority, or ownership over the Kaiser and Landfill Property and promptly prepare and implement any remedial action plan required by any governmental authorities asserting jurisdiction, and obtain all regulatory approvals for verification and closure. County shall conduct, to the satisfaction of Grantors and all applicable governmental authorities, all such clean-up and removal activities of hazardous materials released by County into or onto the Kaiser and Landfill Property. County shall have the obligation to inform Grantors of its progress, and Grantors shall have the right, but not the obligation, to participate in all communications and meetings related to any clean-up actions undertaken by County. County shall promptly provide to Grantors copies of all studies, consultant reports, and correspondence related to any testing or clean-up actions undertaken by or on behalf of County. If, as a result of the release of hazardous materials on the Kaiser and Landfill Property by any County Parties, any governmental authority requires testing for hazardous materials in the Kaiser and Landfill Property, then County shall reimburse Grantors for all such costs of such testing. In the event any County Parties remove any soils from the Kaiser and Landfill Property, County shall promptly fill the Kaiser and Landfill Property to an at-grade level with clean fill compacted at the level of prior compaction.

d. County shall indemnify, defend, and hold harmless Grantors, and their respective successors, assigns, partners, directors, officers, trustees, beneficiaries, members, managers, employees, agents, lenders, attorneys and affiliates (collectively, the "**Indemnified Parties**") from and against any and all claims, liabilities, losses, actions, costs and expenses (including attorneys' fees and costs of defense) incurred by such Indemnified Parties, or any of them, as the result of (i) the introduction into or about the Kaiser and Landfill Property of any hazardous materials by any County Party, (ii) the illegal or unauthorized (under subsection a. above) usage, storage, maintenance, generation, production, disposal, release or discharge of hazardous materials in or about the Kaiser and Landfill Property by any County Parties, (iii) the discharge or release in or about the Kaiser and Landfill Property of any hazardous materials by any County Parties, (iv) any injury to or death of persons or damage to or destruction of property resulting from the use, introduction, production, storage, generation, disposal, disposition, release or discharge by County Parties of hazardous materials in or about the Kaiser and Landfill Property, and (v) any failure of any County Parties to comply with the foregoing covenants of this subsection d.

e. County accepts the Access Road on an "AS IS" basis and has conducted or will conduct its own examination of the License Area or the Access Route with respect to the



existence of hazardous materials or has waived the right to do so. Grantors do not make any representation or warranty regarding the presence of hazardous materials on Access Road and will make available to Grantee upon request all other environmental reports and studies in Grantor's possession or available to Grantor relating to the environmental conditions in the Access Road.

f. The term "**hazardous materials**" includes asbestos, all petroleum products and all hazardous materials, hazardous wastes and hazardous or toxic substances as defined or designated in or pursuant to the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) (including specifically any element, compound, mixture or solution), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), and California Health and Safety Code Section 25316, including such hazardous or toxic substances or wastes as are identified, defined or listed elsewhere where such identifications, definitions or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, "**hazardous materials**" shall include any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321 et seq.), any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, (42 U.S.C. §§ 1317(a), et seq.), any hazardous air pollutant listed under Section 112 of the Clean Air Act (42 U.S.C. §§ 7412, et seq.) and any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, et seq.). The term also includes, but is not limited to, polychlorinated biphenyls, urea formaldehyde, or related substances.

g. The obligations contained in this Section 9 will survive the expiration or termination of this Agreement.

#### 10. GENERAL INDEMNITY.

County shall indemnify and hold harmless the Indemnified Parties from and against all Liabilities for any damage or injury (including, without limitation, loss of life) to any person or property arising from any County Parties use of the Licenses, or any failure by County to perform or comply with any of its obligations contained in this Agreement, excluding Liabilities arising from the sole negligent or willful acts of the Indemnified Parties or their agents. Such indemnification shall extend to Liabilities arising from any activity, work, or thing done, permitted or suffered by County Parties in or about the Kaiser and Landfill Property and shall further extend to any Liabilities arising from any default in the performance of any obligation on County's part hereunder. "**Liabilities**" shall include all suits, actions, claims and demands and all expenses (including attorneys' fees and costs of defense) incurred in or about any such Liabilities and any action or proceeding brought thereon. If any claim shall be made or any action or proceeding brought against District or Kaiser as a result of any County Liabilities described in this Section 10, County shall, upon notice from either of the Grantors, defend the same at County's expense by counsel(s) reasonably satisfactory to Grantors. Nothing contained herein shall operate to relieve Grantors from any loss, damage, injury, liability, claim, cost or expense that is determined by a court of competent jurisdiction to be proximately caused by Grantor's or Grantor's respective agents', employees', successors' and assigns' negligence or willful misconduct. The obligations contained in this Section 10 will survive the expiration or any earlier termination of this Agreement.

11. **ATTORNEY'S FEES.** In the event any action is brought to enforce the provisions of this Agreement, the prevailing Party or Parties will have the right to recover reasonable attorney's fees and costs.

12. **BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement is binding upon the Parties and their respective successors and assigns. Kaiser and/or Mine Reclamation may assign this Agreement in whole or in part (such as assigning an interest in the Agreement as it relates only to the Landfill Project Property and jointly used Landfill Property under ancillary agreements between the District and Kaiser) without any prior consent or approval by County, but shall provide County with notice of such assignment within ten (10) business days of such occurrence. The District shall have no obligations or liabilities under this Agreement prior to the date upon which the District takes title to any portion of the Kaiser and Landfill Property, at which point the District shall be deemed to be one of the Grantors. If this Agreement is assigned to the District, the District's rights and obligations under this Agreement may be exercised by and through the Chief Engineer and General Manager of the District or his or her designated representative (the "**Chief Engineer**") for and on behalf of the District. The contact address of the District is County Sanitation District No. 2 of Los Angeles County, c/o Chief Engineer and General Manager, Sanitation Districts of Los Angeles County, Joint Administration Offices, 1955 Workman Mill Road, Whittier, CA 90607. The District is a third party beneficiary to this Agreement.

13. **FORCE MAJEURE.** The term "**Force Majeure Event**" means Acts of God, strikes, lockouts, government restrictions or moratoriums (other than those imposed by District), and any actions, civil disturbance, fire, unavoidable casualties, or any other similar event beyond the reasonable control of the applicable Party. The Grantors shall have the right to suspend, in whole or in part, all use of the Access Road upon the occurrence of a Force Majeure Event. A Grantor shall promptly notify the County in writing specifying the nature of any such Force Majeure Event, the degree to which Access Road use will be suspended, and the effective date on which use will be suspended, as well as a non-binding projection of the duration of the suspension. In the event of a permanent Force Majeure Event, such as eminent domain or governmental regulation, this Agreement shall terminate.

14. **COOPERATION.** The Parties agree to cooperate with one another. Each Party shall promptly execute and deliver any additional documents as are reasonably required for the purposes of satisfying the terms of this Agreement; provided that no such document shall be inconsistent with the provisions hereof, and provided further that no such document will be deemed to amend or modify any of the provisions contained herein.

15. **MISCELLANEOUS.**

a. This Agreement shall be construed in accordance with the laws of the State of California. Venue for any proceeding will be the Superior Court of Riverside County.

b. Any Party may waive compliance by another Party with respect to any provisions of this Agreement. No waiver of any potential provision shall be construed as a waiver of any other provision. No waiver shall be construed as an ongoing waiver with respect to subsequent provisions unless expressly so provided. Any waiver must be in writing, signed by the waiving party and recite the provisions being waived.

c. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties in any matter whatsoever.

d. Any notice that a Party may desire to give to another Party must be in writing and will be effective when personally delivered or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may designate by written notice to the other Parties:

**TO:**  
**KAISER** Terry L. Cook, E  
Vice President  
Kaiser Eagle Mountain, LLC  
3633 E. Inland Empire Blvd., Suite 480  
Ontario, CA 91764  
**FAX:** 909.944.6605

**MINE RECLAMATION** Terry L. Cook  
Mine Reclamation, LLC  
3633 E. Inland Empire Blvd., Suite 480  
Ontario, CA 91764  
**FAX:** 909.944.6605

**COUNTY** Communications Sites Lease Administrator  
County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
**FAX:** 951.944.4837

Any notice may also be served by facsimile commercial power plus actual delivery by some other means permitted herein and any such notice so delivered, shall be effective upon the receipt of such facsimile. Any address and other notice information may be changed by giving notice to the appropriate parties.

*e.* Each and every indemnification and hold harmless provision contained in this Agreement will survive the expiration or earlier termination of this Agreement.

*f.* Neither Kaiser's nor Mine Reclamation's review, approval, inspection or examination of any items under the terms of this Agreement will be deemed to be a representation or warranty as to, the adequacy, accuracy, sufficiency, or soundness of any such item or the quality or suitability of such item for its intended use. Any such review, approval, inspection or examination by Grantors will be for the purpose of protecting either Grantor's interest in the Landfill Project or their rights under this Agreement.

*g.* Kaiser Eagle Mountain, LLC's and Mine Reclamation, LLC's rights and obligation for the performance of all covenants and agreements under this Agreement with respect to the Landfill Property shall terminate as of the date of the purchase of the Landfill Project by District. It is acknowledged that this Agreement does not waive any approval rights that the District (or the rights of the Chief Engineer acting on behalf of District) has under the Purchase and Sale Agreement.

*h.* This Agreement may be executed in duplicate originals, each of which is an original and all of which together constitute one and the same instrument.

*i.* This Agreement, together with all of its Exhibits, supersede any previous agreements, written or oral, and understands among the Parties with regard to the matters provided for herein, and cannot be changed or terminated orally.

j. The remedies and relief set forth in this Agreement are cumulative and not in the alternative and are in addition to any other remedies or relief that may otherwise be available to the parties, at law or in equity. The Parties shall have the right to pursue any and all available remedies and relief, either sequentially or in concert, including without limitation, the right to enjoin any violation or threatened violation of this Agreement

k. The Parties agree that County shall record, at County's expense, this Agreement or a mutually agreed upon memorandum of this Agreement in the official records of Riverside County. In the event this Agreement or a memorandum of this Agreement is not recordable due to any of the attachments that are currently a part of this Agreement, the Parties agree to in good faith prepare a mutually acceptable new attachment covering the same information as provided in the original attachment as may be appropriate or necessary to make this Agreement or any memorandum of this Agreement recordable in the official records of Riverside County.

The Parties are signing this Agreement effective as of the date stated in the introductory paragraph.

"KAISER"

KAISER EAGLE MOUNTAIN, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

By: Terry L. Cook  
PRINT NAME: Terry L. Cook  
TITLE: Vice President

"MINE RECLAMATION"

MINE RECLAMATION, LLC,  
a CALIFORNIA LIMITED LIABILITY COMPANY

By: Terry L. Cook  
PRINT NAME: Terry L. Cook  
TITLE: UP Secretary

Approved as to Form  
Pamela J. Walls  
County Counsel

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

"COUNTY"  
COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

Attest: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

ACKNOWLEDGMENT

STATE OF CALIFORNIA )
) ss.
COUNTY OF )

On June 23, 2010, before me, Brenda Ebanks, Notary Public, personally appeared Jerry L. Cook, VP of KAISER EAGLE MOUNTAIN, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Brenda Ebanks
Notary Public

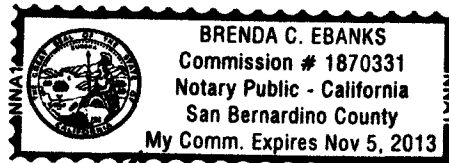
ACKNOWLEDGMENT

STATE OF CALIFORNIA )
) ss.
COUNTY OF )

On June 23, 2010, before me, Brenda Ebanks, Notary Public, personally appeared Jerry L. Cook, VP, Secretary of MINE RECLAMATION, LLC, a California limited liability company who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Brenda Ebanks
Notary Public

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared Marion Ashley, Chairman of the Board of Supervisors of the  
**COUNTY OF RIVERSIDE**, a political subdivision of the State of California, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

ATTACHMENT "1"

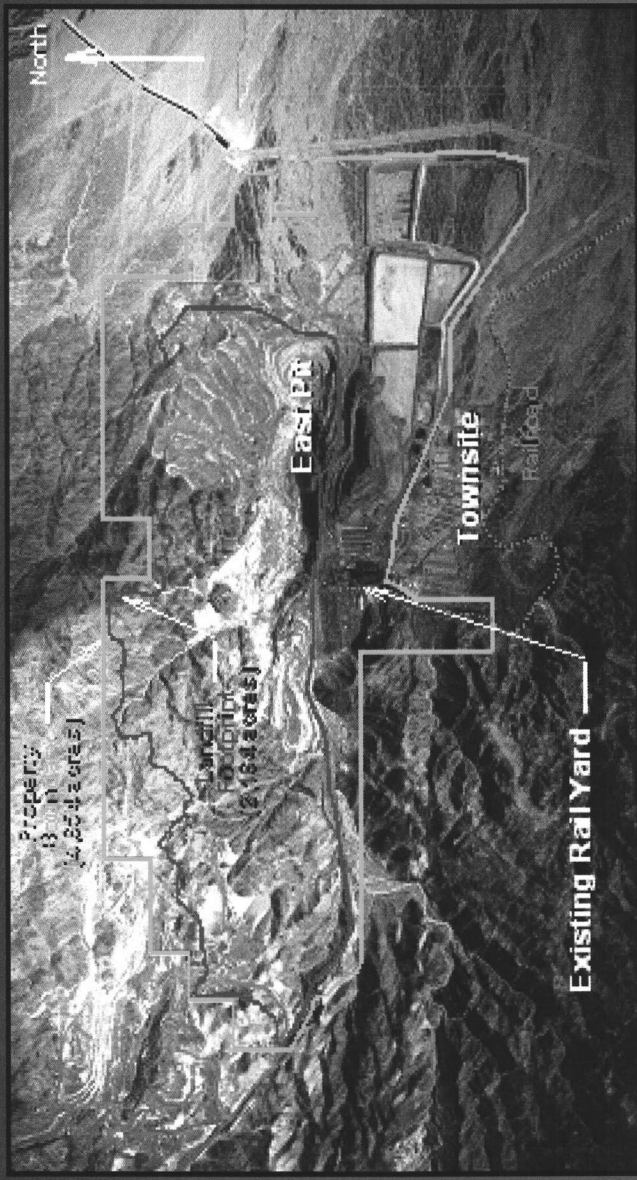
LANDFILL PROPERTY







# Eagle Mountain Landfill



ATTACHMENT "2"

ACCESS ROAD

(SHEETS 1 THROUGH 9)

**EXHIBIT "B" - PLAT**  
PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT

| LINE NO. | BEARING       | DISTANCE |
|----------|---------------|----------|
| L1       | N 69°38'26" W | 224.54   |
| L2       | N 56°22'42" W | 235.87   |
| L3       | N 69°19'37" W | 211.62   |
| L4       | S 87°03'19" W | 77.22    |
| L5       | N 52°21'35" W | 261.68   |
| L6       | N 02°47'41" E | 276.38   |
| L7       | N 09°49'05" W | 194.76   |
| L8       | N 04°13'14" W | 232.71   |
| L9       | S 88°56'40" W | 147.79   |
| L10      | N 67°22'05" W | 243.63   |
| L11      | S 73°19'33" W | 405.35   |
| L12      | S 58°47'08" W | 788.98   |
| L13      | S 85°00'47" W | 469.77   |
| L14      | S 88°04'18" W | 437.56   |
| L15      | N 63°00'59" W | 425.54   |
| L16      | N 39°16'46" W | 461.78   |
| L17      | N 68°15'48" W | 740.94   |
| L18      | N 69°10'27" W | 385.51   |
| L19      | N 39°12'46" W | 535.79   |
| L20      | N 57°58'08" E | 255.97   |
| L21      | N 78°29'11" E | 471.41   |
| L22      | S 88°47'28" E | 191.55   |
| L23      | S 74°09'05" E | 121.88   |
| L24      | S 76°18'35" W | 144.29   |
| L25      | N 88°17'10" W | 263.92   |
| L26      | N 36°37'45" W | 91.49    |
| L27      | N 57°36'24" W | 109.64   |
| L28      | N 80°15'27" W | 161.27   |
| L29      | N 80°15'27" W | 150.00   |
| L30      | N 57°36'24" W | 100.00   |
| L31      | N 36°37'45" W | 120.00   |
| L32      | N 38°33'14" E | 107.00   |
| L33      | S 84°53'00" E | 220.00   |
| L34      | S 04°19'00" E | 240.00   |

| CURVE NO. | DELTA      | RADIUS    | LENGTH    |
|-----------|------------|-----------|-----------|
| C1        | 27°51'28"  | 250.0000  | 121.5528  |
| C2        | 7°30'50"   | 800.0000  | 104.9149  |
| C3        | 13°15'44"  | 500.0000  | 115.7353  |
| C4        | 12°56'55"  | 600.0000  | 135.5988  |
| C5        | 23°37'04"  | 700.0000  | 288.5462  |
| C6        | 16°16'19"  | 600.0000  | 170.3990  |
| C7        | 48°12'40"  | 400.0000  | 336.5768  |
| C8        | 86°50'06"  | 75.0000   | 113.6668  |
| C9        | 36°10'47"  | 175.0000  | 110.5050  |
| C10       | 35°33'12"  | 225.0000  | 139.6176  |
| C11       | 24°11'31"  | 2500.0000 | 1055.5725 |
| C12       | 39°18'22"  | 400.0000  | 274.4086  |
| C13       | 26°13'38"  | 1150.0000 | 526.4154  |
| C14       | 10°19'39"  | 2500.0000 | 450.6206  |
| C15       | 37°26'09"  | 850.0000  | 555.3697  |
| C16       | 23°44'13"  | 1500.0000 | 621.4329  |
| C17       | 28°59'02"  | 750.0000  | 379.3975  |
| C18       | 29°57'41"  | 600.0000  | 313.7542  |
| C19       | 108°34'29" | 175.0000  | 331.6226  |
| C20       | 83°40'44"  | 350.0000  | 511.1661  |
| C21       | 125°51'36" | 60.0000   | 131.8002  |
| C30       | 41°39'00"  | 2000.000  | 1453.8593 |

----- EASEMENT RW  
----- BOUNDARY  
----- CENTERLINE  
ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE



SCALE: 1" = 500 FEET



DRAWN APRIL 20, 2010

BY LEJA SURVEYING

20 APRIL 2010

SHEET 1 OF 9

**EXHIBIT "B" - PLAT**  
 PSEC SITE - BLACK EAGLE  
 ACCESS EASEMENT

----- EASEMENT RW  
 \_\_\_\_\_ BOUNDARY  
 - - - - - CENTERLINE  
 ALL LINE AND CURVE DATA REFER  
 TO ACCESS EASEMENT  
 CENTERLINE

1" IP RIV CO  
 EAST R/W KAISER ROAD

N 48°20'04" W  
 3174.42

2" IP SOUTH  
 QUARTER CORNER  
 SECTION 6

S 88°00'39" W  
 1013.87

KAISER RD

1" IP RIV CO  
 EAST R/W KAISER ROAD

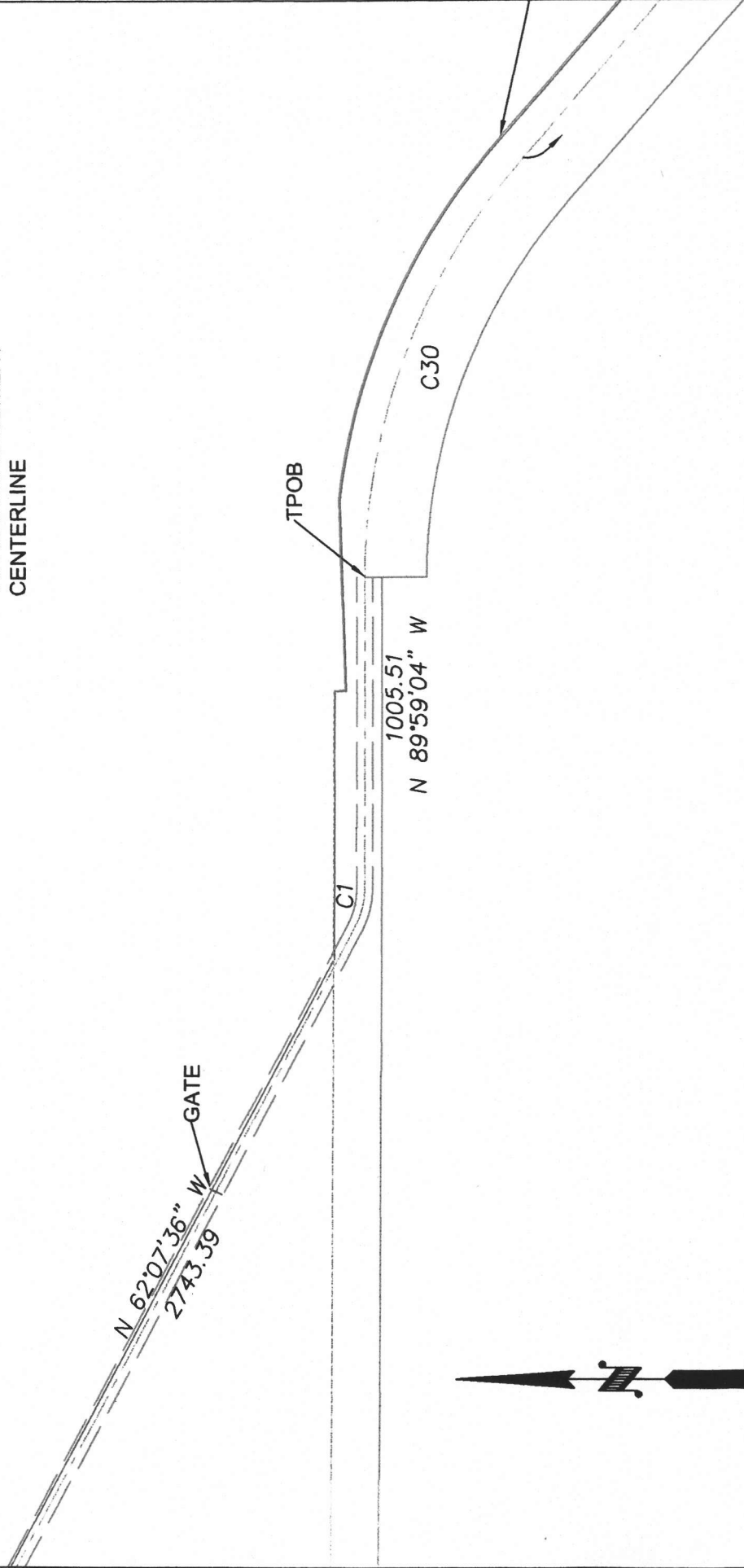
POINT OF  
 COMMENCEMENT



DRAWN: APRIL 20, 2010  
 BY: LEJA SURVEYING

**EXHIBIT "B" - PLAT**  
PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT

- EASEMENT RW
  - BOUNDARY
  - CENTERLINE
- ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE

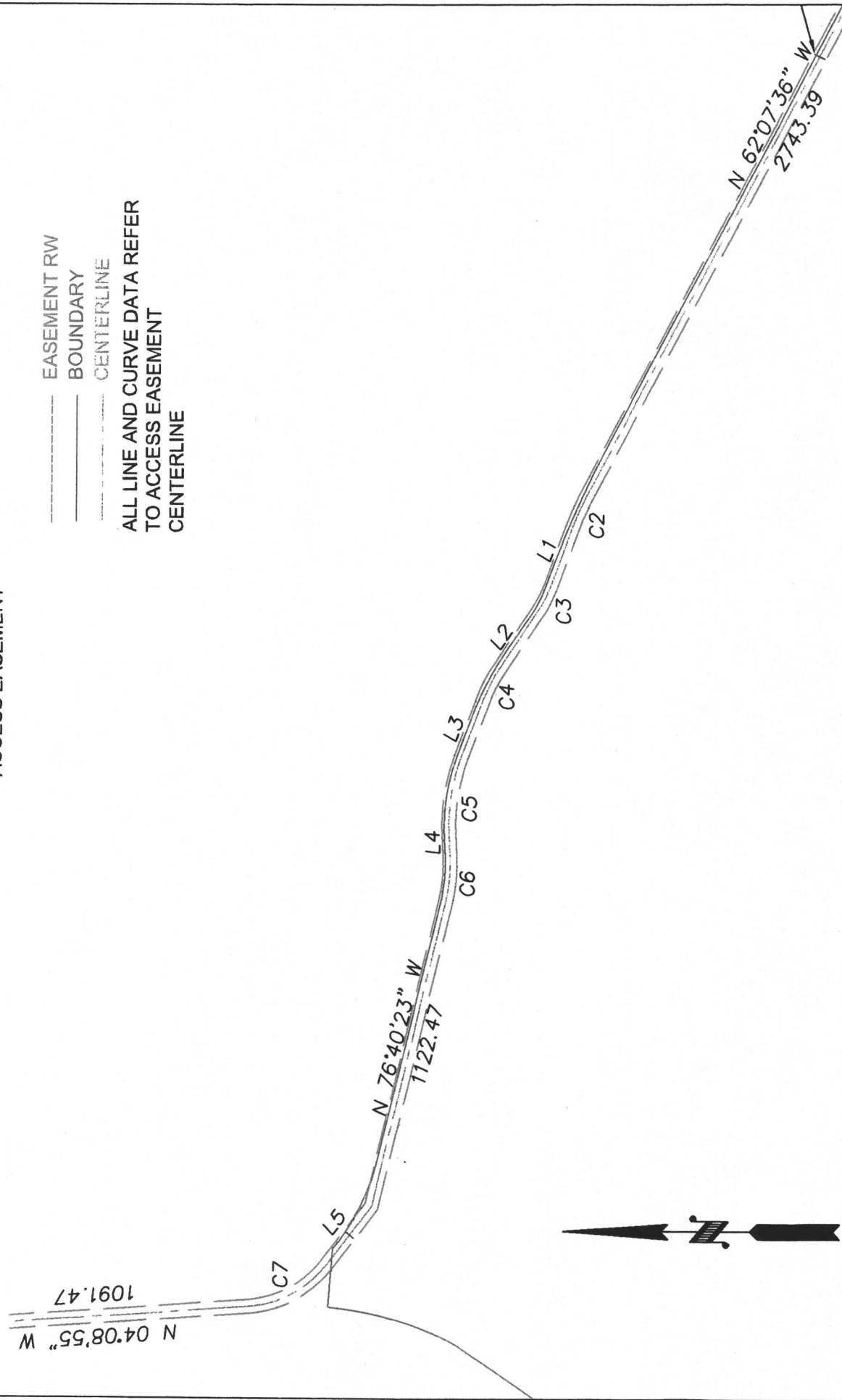


DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

**EXHIBIT "B" - PLAT**  
 PSEC SITE - BLACK EAGLE  
 ACCESS EASEMENT

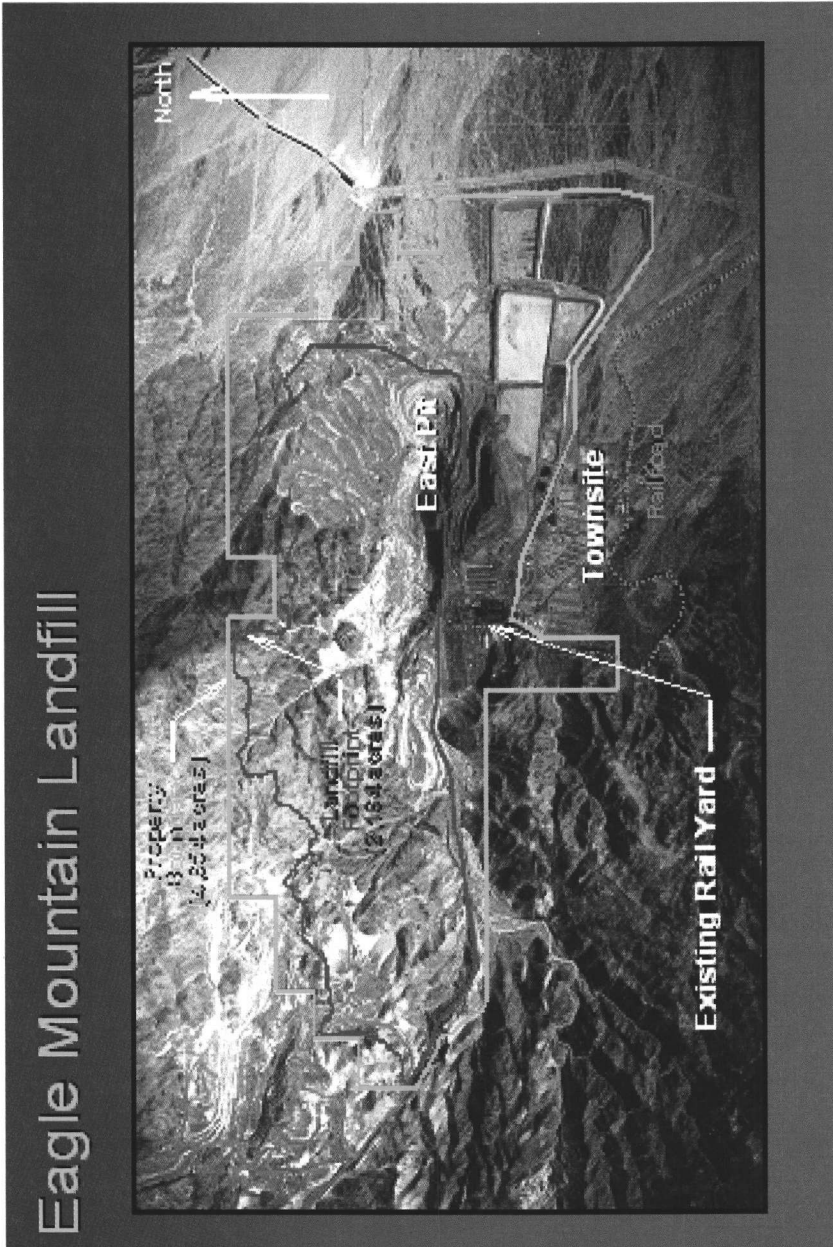
----- EASEMENT RW  
 \_\_\_\_\_ BOUNDARY  
 - - - - - CENTERLINE  
 ALL LINE AND CURVE DATA REFER  
 TO ACCESS EASEMENT  
 CENTERLINE



SCALE: 1"=500 FEET

DRAWN: APRIL 20, 2010  
 BY: LEJA SURVEYING

ATTACHMENT 1 - CONTINUED



Eagle Mountain Landfill



ATTACHMENT "2"

ACCESS ROAD

(SHEETS 1 THROUGH 9)

**EXHIBIT "B" - PLAT**  
**PSEC SITE - BLACK EAGLE**  
**ACCESS EASEMENT**

| LINE NO. | BEARING       | DISTANCE |
|----------|---------------|----------|
| L1       | N 69°38'26" W | 224.54   |
| L2       | N 56°22'42" W | 235.87   |
| L3       | N 69°19'37" W | 211.62   |
| L4       | S 87°03'19" W | 77.22    |
| L5       | N 52°21'35" W | 261.68   |
| L6       | N 02°47'41" E | 276.38   |
| L7       | N 09°49'05" W | 194.76   |
| L8       | N 04°13'14" W | 232.71   |
| L9       | S 88°56'40" W | 147.79   |
| L10      | N 67°22'05" W | 243.63   |
| L11      | S 73°19'33" W | 405.35   |
| L12      | S 58°47'08" W | 788.98   |
| L13      | S 85°00'47" W | 469.77   |
| L14      | S 88°04'18" W | 437.56   |
| L15      | N 63°00'59" W | 425.54   |
| L16      | N 39°16'46" W | 461.78   |
| L17      | N 68°15'48" W | 740.94   |
| L18      | N 69°10'27" W | 385.51   |
| L19      | N 39°12'46" W | 535.79   |
| L20      | N 57°58'08" E | 255.97   |
| L21      | N 78°29'11" E | 471.41   |
| L22      | S 88°47'28" E | 191.55   |
| L23      | S 74°09'05" E | 121.88   |
| L24      | S 76°18'35" W | 144.29   |
| L25      | N 88°17'10" W | 263.92   |
| L26      | N 36°37'45" W | 91.49    |
| L27      | N 57°36'24" W | 109.64   |
| L28      | N 80°15'27" W | 161.27   |
| L29      | N 80°15'27" W | 150.00   |
| L30      | N 57°36'24" W | 100.00   |
| L31      | N 36°37'45" W | 120.00   |
| L32      | N 38°33'14" E | 107.00   |
| L33      | S 84°53'00" E | 220.00   |
| L34      | S 04°19'00" E | 240.00   |

| CURVE NO. | DELTA      | RADIUS    | LENGTH    |
|-----------|------------|-----------|-----------|
| C1        | 27°51'28"  | 250.0000  | 121.5528  |
| C2        | 7°30'50"   | 800.0000  | 104.9149  |
| C3        | 13°15'44"  | 500.0000  | 115.7353  |
| C4        | 12°56'55"  | 600.0000  | 135.5988  |
| C5        | 23°37'04"  | 700.0000  | 288.5462  |
| C6        | 16°16'19"  | 600.0000  | 170.3990  |
| C7        | 48°12'40"  | 400.0000  | 336.5768  |
| C8        | 86°50'06"  | 75.0000   | 113.6668  |
| C9        | 36°10'47"  | 175.0000  | 110.5050  |
| C10       | 35°33'12"  | 225.0000  | 139.6176  |
| C11       | 24°11'31"  | 2500.0000 | 1055.5725 |
| C12       | 39°18'22"  | 400.0000  | 274.4086  |
| C13       | 26°13'38"  | 1150.0000 | 526.4154  |
| C14       | 10°19'39"  | 2500.0000 | 450.6206  |
| C15       | 37°26'09"  | 850.0000  | 555.3697  |
| C16       | 23°44'13"  | 1500.0000 | 621.4329  |
| C17       | 28°59'02"  | 750.0000  | 379.3975  |
| C18       | 29°57'41"  | 600.0000  | 313.7542  |
| C19       | 108°34'29" | 175.0000  | 331.6226  |
| C20       | 83°40'44"  | 350.0000  | 511.1661  |
| C21       | 125°51'36" | 60.0000   | 131.8002  |
| C30       | 41°39'00"  | 2000.000  | 1453.8593 |

----- EASEMENT RW  
 ----- BOUNDARY  
 ----- CENTERLINE  
 ALL LINE AND CURVE DATA REFER  
 TO ACCESS EASEMENT  
 CENTERLINE



SCALE: 1"=500 FEET

20 APRIL 2010

SHEET 1 OF 9

DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

**EXHIBIT "B" - PLAT**  
 PSEC SITE - BLACK EAGLE  
 ACCESS EASEMENT

----- EASEMENT RW  
 \_\_\_\_\_ BOUNDARY  
 - - - - - CENTERLINE  
 ALL LINE AND CURVE DATA REFER  
 TO ACCESS EASEMENT  
 CENTERLINE

1" IP RIV CO  
 EAST R/W KAISER ROAD

N 48°20'04" W  
 3174.42

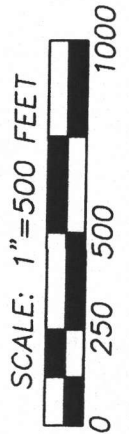
2" IP SOUTH  
 QUARTER CORNER  
 SECTION 6

S 88°00'39" W  
 1013.87

KAISER RD

1" IP RIV CO  
 EAST R/W KAISER ROAD

POINT OF  
 COMMENCEMENT

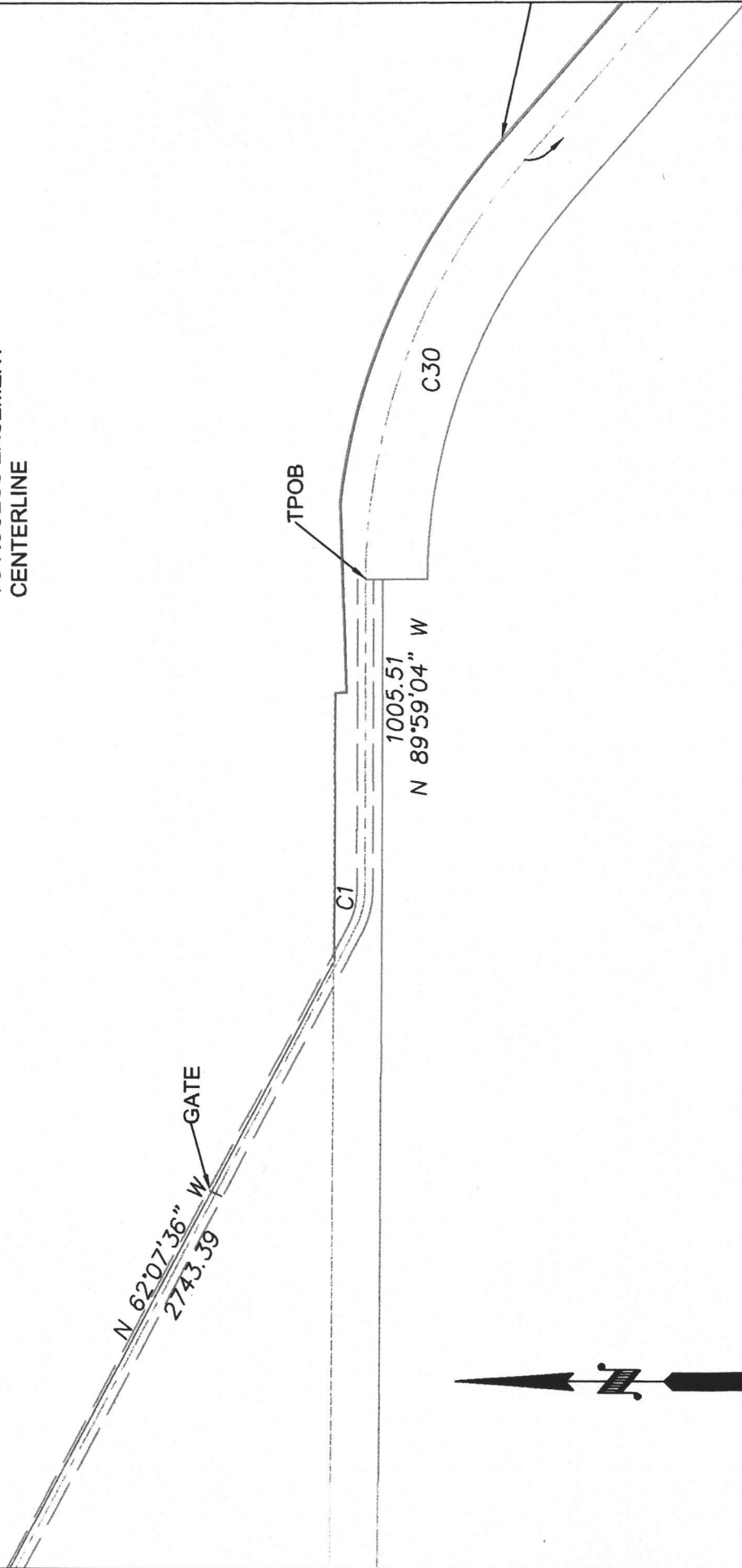


DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

**EXHIBIT "B" - PLAT**  
PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT

----- EASEMENT RW  
----- BOUNDARY  
----- CENTERLINE  
ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE



SCALE: 1"=500 FEET



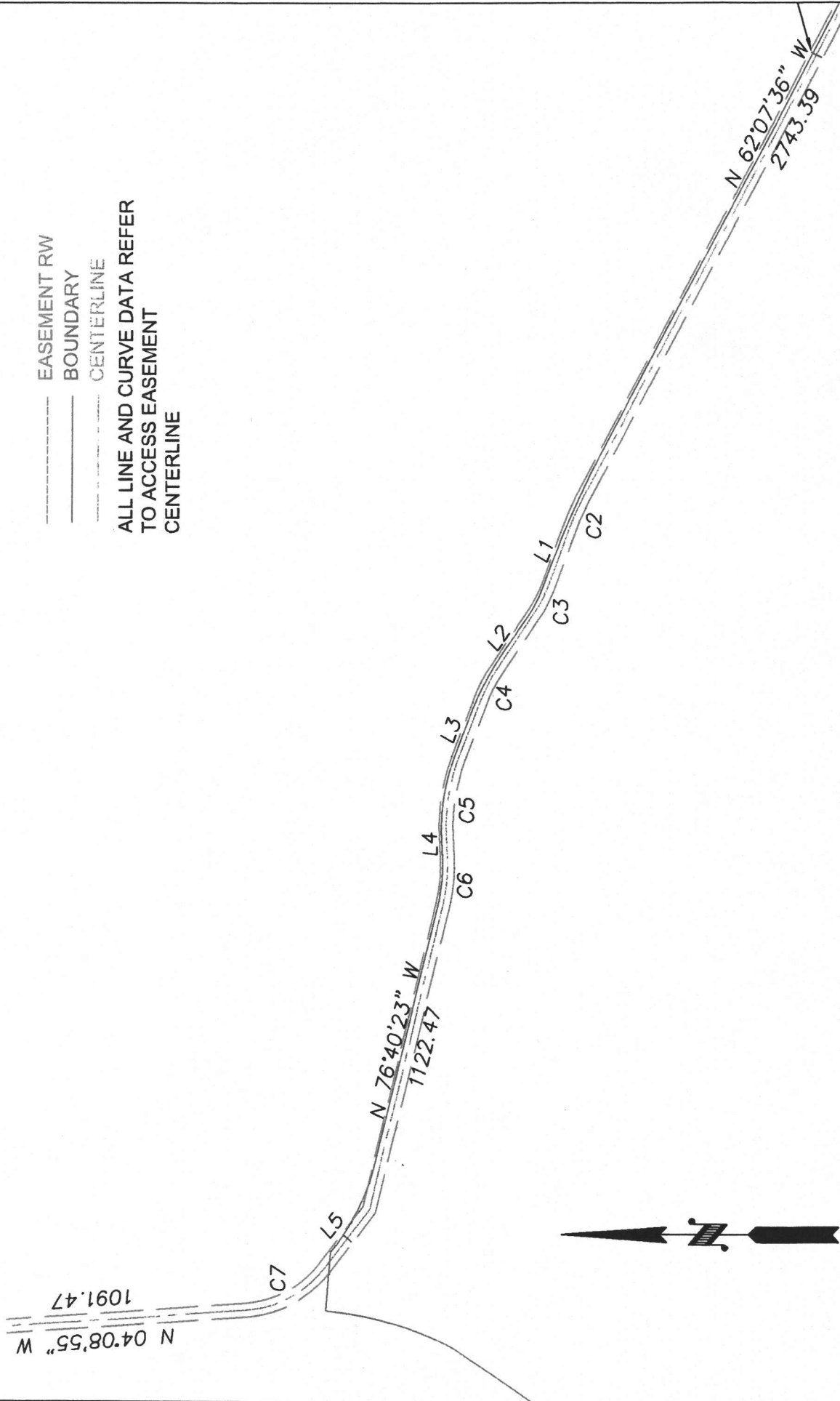
DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

# EXHIBIT "B" - PLAT

PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT

----- EASEMENT RW  
----- BOUNDARY  
----- CENTERLINE  
ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE



SCALE: 1" = 500 FEET



DRAWN APRIL 20, 2010

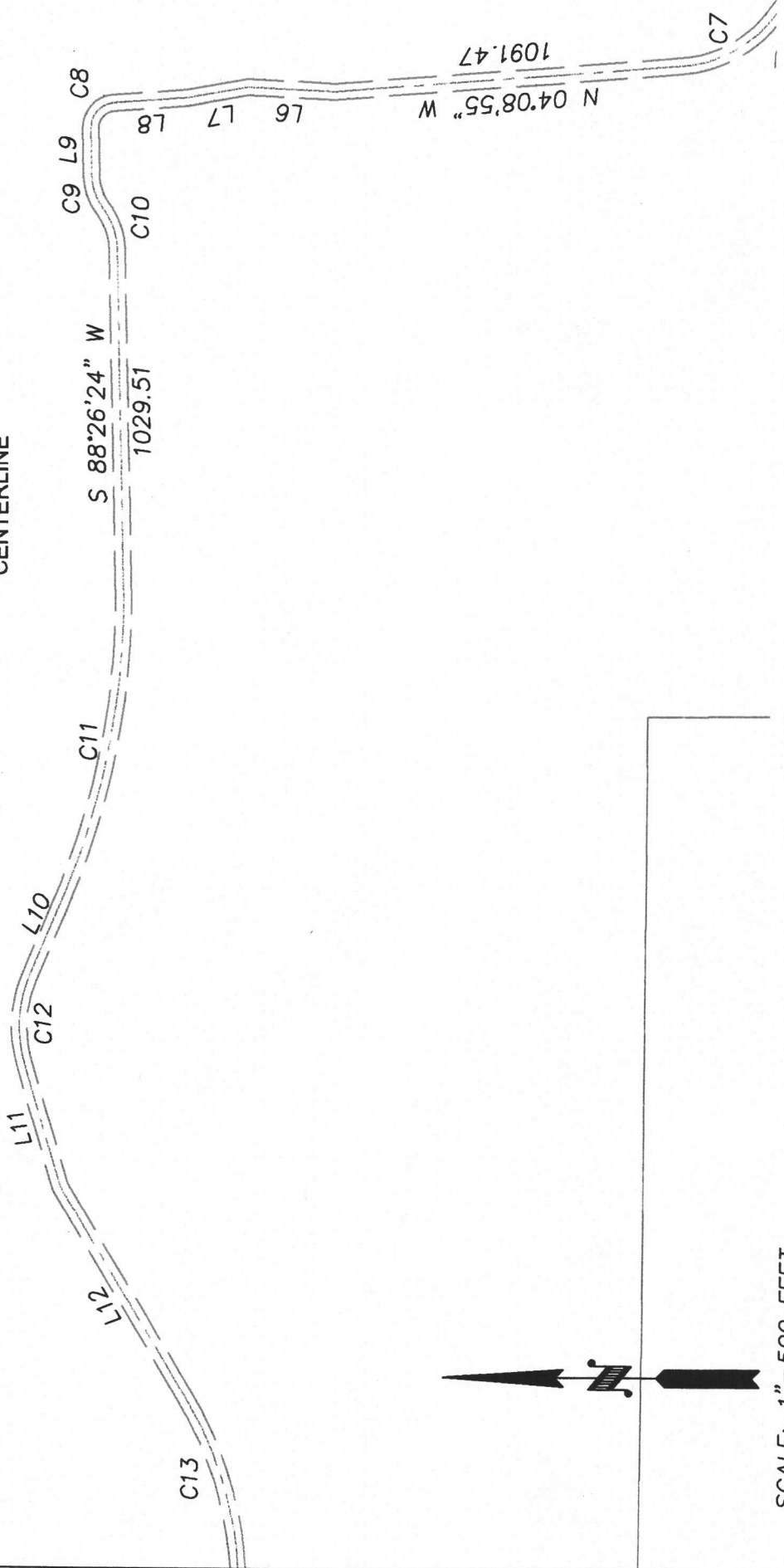
BY: LEJA SURVEYING

# EXHIBIT "B" - PLAT

PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT

- EASEMENT RW
- BOUNDARY
- - - CENTERLINE

ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE



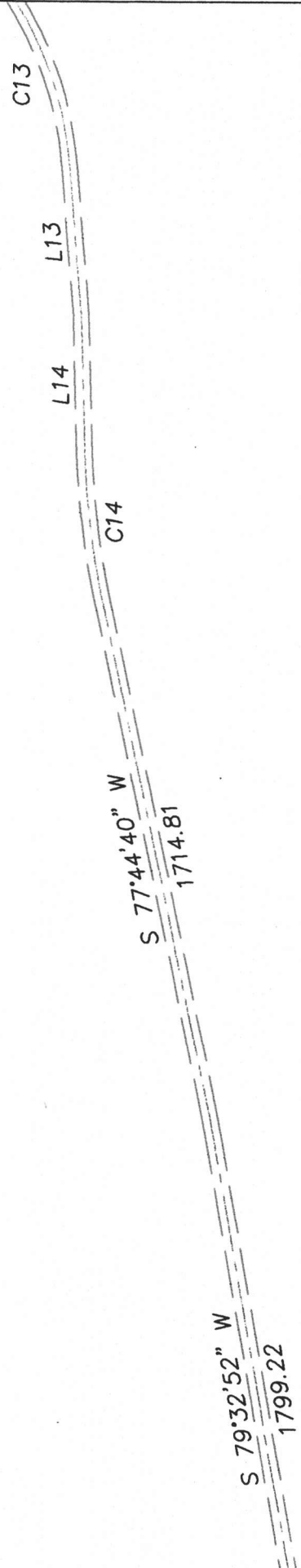
SCALE: 1" = 500 FEET



DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

**EXHIBIT "B" - PLAT**  
**PSEC SITE - BLACK EAGLE**  
**ACCESS EASEMENT**



----- EASEMENT RW  
 \_\_\_\_\_ BOUNDARY  
 - - - - - CENTERLINE  
**ALL LINE AND CURVE DATA REFER  
 TO ACCESS EASEMENT  
 CENTERLINE**

DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

# EXHIBIT "B" - PLAT

PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT

PTED AS WEST  
DR SECTION 33  
1991 ORIGINAL  
BLM SURVEY

----- EASEMENT RW  
----- BOUNDARY  
----- CENTERLINE  
ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE



SCALE: 1" = 500 FEET



DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING



# EXHIBIT "B" - PLAT

PSEC SITE - BLACK EAGLE  
ACCESS EASEMENT



ALL LINE AND CURVE DATA REFER  
TO ACCESS EASEMENT  
CENTERLINE

FD SCRIBED ROCK AND BEARING OBJECT AS  
ORIGINALLY MARKED PER 1910 MS NO. 4848  
A&B AND REMARKED PER 1914 MS NO. 5140  
ACCEPTED AS NW CORNER NEW SYNDICATE  
NO. 4 PER 1962 MS NO. 6706

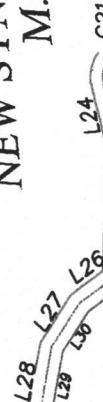
S 84°49'00" E 1493.10

NEW SYNDICATE NO. 4  
M.S. 6706

APN: 701-370-008

S 04°18'56" E 605.63

N 84°53'00" W 1492.80



TIE FROM NW COR  
OF SECTION 33 TO  
SW COR NEW SYN. 4

NORTH LINE OF SYNDICATE NO. 2  
AND SYNDICATE NO. 3

55,846.10 SF PROPOSED COUNTY LEASE AREA  
FD 1.5" BRASS CAP DOWN 1.0' PER  
1962 MS 6706 ACCEPTED AS SW  
CORNER NEW SYNDICATE NO. 4

FD ROCK IN ROCK  
MOUND WITH SCRIBING  
ACCEPTED AS S2-2 PER  
MINERAL SURVEY 4848 A&B

FD BRASS CAP UP .8'  
ACCEPTED AS NW COR  
SECTION 33 AND SE COR  
SECTION 29 PER 1991  
ORIGINAL BLM SURVEY

WEST LINE SECTION 33  
FD ROCK IN ROCK  
MOUND WITH SCRIBING  
ACCEPTED AS Q-2 PER  
MINERAL SURVEY 4848 A&B

FD 2" BRASS CAP  
ACCEPTED AS WEST  
1/4 COR SECTION 33  
PER 1991 ORIGINAL  
BLM SURVEY

N 22°10'11" E 1186.32

N 70°38'13" W 1088.56

S 84°48'13" E 2999.62

M.S. 4848 A&B



SCALE: 1" = 400 FEET



DRAWN: APRIL 20, 2010

BY: LEJA SURVEYING

SHEET 9 OF 9

ATTACHMENT "3"

KAISER RETAINED PROPERTY

## COMMUNICATIONS TOWER SITE LEASE AGREEMENT

This COMMUNICATIONS TOWER SITE LEASE AGREEMENT ("**Agreement**"), made this \_\_\_ day of May, 2010 by and between KAISER EAGLE MOUNTAIN, LLC ("**Kaiser**"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("**County**"). Kaiser and the County are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

For good and valuable consideration, the Parties agree as follows:

1. **LEASED PREMISES; PURPOSE.** Subject to the terms and conditions of this Agreement, Kaiser hereby leases to the County and the County hereby leases from Kaiser a portion of Kaiser's Eagle Mountain site, with the Eagle Mountain site being as generally depicted in **Attachment 1** ("**Property**"), attached hereto and by this reference incorporated herein, subject to any and all existing easements and any other conditions of title, with the leased portion of the Property, consisting of approximately 55,846 square feet, as more specifically described in **Attachment 2** ("**Leased Premises**"), attached hereto and by this reference incorporated herein, together with a non-exclusive license to reasonable access to the Leased Premises as provided and more specifically described in Paragraph 2 below. A certain portion of the Leased Premises as depicted in Exhibit "C" to Attachment 2 shall be for the exclusive use of the County (the "**County Only Area**") The County Only Area shall be used exclusively for the purpose of constructing, installing, maintaining, and operating a County owned communications tower that will be no more than 200 feet above the ground surface, related facilities and equipment building for such tower, such as cabinets, cables, wires, microwave dishes and antennas, a diesel generator, above ground diesel storage tank and other necessary items all as more fully described and specified on **Attachment 3** attached hereto (collectively the "**Improvements**"). The Improvements will be installed within the boundaries of the County Only Area. Only the Improvements specified in **Attachment 3** may be constructed, maintained and operated on the County Only Area and any Improvements other than those specified in Attachment 3, except in the limited circumstances described in Paragraph 10 below, shall require the express written consent of Kaiser, which may or may not be granted in Kaiser's absolute discretion. The County agrees that Kaiser shall have the right to seek tenants to sublease the Leased Premises other than the County Only Area for other communication purposes and providers; provided, however, any such additional use shall not interfere in any material respect with the County's use and operation of the Lease Premises by the County. Any such sublease shall be subject to the review and consent of the County which review and consent shall not be unreasonably delayed, conditioned or denied. There shall be no sublease of the County Only Area unless the County shall grant such sublease in its sole and absolute discretion.

2. **ACCESS TO THE LEASED PREMISES.** The Parties acknowledge and understand that a material portion of the Property is planned to become a municipal solid waste landfill ("**Landfill Project**") and that the County's access to the Leased Premises will cross Landfill property as well as land that is not included within the Landfill Project's boundaries. Access to the Leased Premises shall be governed by that certain Temporary Access License Agreement attached hereto as **Attachment 4**, attached hereto and by this reference incorporated herein. The Parties agree that they shall in good faith negotiate a long-term access license agreement that will supersede the Temporary Access Agreement.

3. **RENT AND OTHER PAYMENT OBLIGATIONS.**

a. **ANNUAL BASE RENT AMOUNT.** For the Leased Premises, the County shall pay Kaiser an annual base rent in the amount of four thousand (\$4,000) per annum, which shall be prepaid in one lump sum of One Hundred Thousand Dollars (\$100,000) by County for the entire twenty five year term.

b. **ADDITIONAL RENT.** As rent for the access, County shall pay the annual rent specified in the Temporary Access License Agreement or any access license agreement that should supersede the Temporary Access License Agreement.

c. **TIME OF PAYMENT.** The rent shall commence as of the date of the execution of this Agreement by the County and shall be paid to Kaiser in full at the time this Agreement is executed. Any additional rent due under Paragraph 3.b. above shall be due and payable as provided in the Temporary Access License Agreement or any access license agreement that should supersede the Temporary Access License Agreement.

d. **TAXES.** The County shall pay or reimburse Kaiser for all taxes, assessments, and fees of any nature or kind that may be imposed upon the Leased Premises and the Improvements and/or that may arise due to the operations conducted on the Leased Premises. If the Leased Premises is not a separate parcel, the property taxes, assessments or other fees, allocated to the Leased Premises shall be allocated in a fair manner. The County shall pay to Kaiser within thirty (30) days any invoice for taxes, assessments or fees that may be submitted by Kaiser for the Leased Premises and/or the Improvements.

e. **PAYMENT OF UTILITIES.** The County shall separately meter charges for any utilities associated with its use of the Leased Premises and the use and operation of the Improvements and shall promptly pay all costs associated therewith.

f. **SHARING OF RENT OF THIRD-PARTIES.** In the event that the County subleases a portion of the Leased Premises to a third party, subject to and with Kaiser's consent, Kaiser and the County shall equally share all rent and amounts payable by such third party. In the event the County allows a third-party governmental agency or division thereof to use its communication tower that is a part of the Improvements located in the County Only Area, Kaiser and the County shall share in all amounts paid to the County for such use in excess of one thousand two hundred dollars (\$1,200) in any month.

4. **TERM AND RENEWALS; PREPAYMENT.**

a. **INITIAL TERM.** Subject to early termination as provided in this Agreement, the Agreement shall be effective the date that it is fully executed by both Parties, but the "**Initial Term**" of this Agreement shall commence on May 1, 2010 ("**Effective Date**") and end on the last day of April of the twenty-fifth (25<sup>th</sup>) calendar year of the Lease.

b. **RENEWALS.** Subject to the terms and conditions of this Agreement, and if the County has previously abided by the terms of this Agreement, the County shall have the right to extend this Agreement for one (1) additional twenty five (25) year renewal period ("**Renewal Term**") commencing on immediately following the expiration date of the Initial Term. Unless sooner terminated, this Agreement shall expire at the end of the Initial Term or the Renewal Term. The County shall send written notice to Kaiser of the County's election to renew this Agreement as provided herein at least ninety (90) days prior to the expiration of the Initial Term.

Rent for the Leased Premises for the Renewal Term shall be \$5,000.00 per year, and the County shall prepay the entire amount upon renewal of the term of this Agreement. The rent for any extension of the access license agreement then in effect shall be as set forth in such agreement.

**5. COUNTY'S PAYMENT OF ALL COSTS RELATED TO THE LEASED PREMISES AND THE IMPROVEMENTS.** All site planning, engineering, permits, entitlements, consents, studies, grading, pads, modifications and construction on or for the benefit of the Leased Premises, the purchase, construction, installation, operation and licensing of the Improvements and all utility and access improvements or other similar items and activities made or undertaken for or behalf of the County shall be under taken and obtained by the County at the County's sole expense. County shall keep the Property free from any mechanic's liens arising out of any work performed, materials furnished or obligations incurred by County in connection with the Leased Premises and the access to the Leased Premises, and agrees to defend, indemnify and hold harmless Kaiser from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorney's fees incurred by Kaiser in connection therewith. If any such lien shall be filed, County shall notify Kaiser promptly. County shall either cause the lien to be discharged of record within twenty (20) days after the date of filing of the same or, if County in good faith determines to contest such lien, County shall furnish such security as may be necessary to (a) prevent any foreclosure proceedings against the Property or any portion thereof during the pendency of such contest, and (b) cause Kaiser's title insurance company to remove such lien as a matter affecting title on a preliminary title report with respect thereto. If County shall fail to perform its obligation in this subsection to remove any lien for which County is responsible, Kaiser shall have, in addition to all other remedies provided herein or by law, the right but not the obligation to cause such lien to be removed by such means as Kaiser shall deem proper, including payment of or defense against the claim giving rise to such lien. Nothing herein shall imply any consent by Kaiser to liability under any mechanics' or other lien law. The covenants in this Paragraph 5 shall survive the termination of this Agreement.

**6. DRAWINGS.** The County shall provide Kaiser with "as-built" drawings of the Improvements which show the actual location on the Leased Premises. Said drawings shall be accompanied by a complete and detailed inventory of all the Improvements including all equipment, personal property, the communications tower and related facilities actually placed on the Leased Premises.

**7. MAINTENANCE; OPERATION.** The County shall, at its own expense, keep and maintain the Leased Premises and the Improvements in a safe condition, in good repair and in accordance with sound engineering practices. The County shall use and operate the Leased Premises and the Improvements in accordance with safe practices and sound engineering practices.

**8. COMPLIANCE WITH APPLICABLE LAW.** The County, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules and regulations of local, state and federal government agencies (including, but not limited to, those of the Federal Communications Commission and those pertaining to compliance with hazardous wastes, materials and/or substances) in connection with access to, the Leased Premises, the Improvements and the operations and use of the Leased Premises, and the siting, construction, operation, maintenance and ultimate removal of the Improvements.

**9. NO INTERFERENCE.** The County shall not interfere with the operations of Kaiser or any other user of the Eagle Mountain site including the construction and operation of the Landfill Project. The County shall not object to or restrict any use of the Eagle Mountain site as a result of its use of the Leased Premises and operation of the Improvements; provided, however Kaiser shall not construct any improvement that materially blocks transmissions to or from the Leased Premises. The County acknowledges the Landfill Project and the construction and operation of the

Landfill Project shall not interfere with the County's use of the Leased Premises. In addition, the County agrees that if Kaiser reasonably determines that the use of the Leased Premises interferes with the use of the Property by others in any material respect, the County agrees that at the County's expense that the County will relocate the facilities contained within the Leased Premises to another mutually agreeable location on the Property but Kaiser shall not have the right to exercise this right during the first ten (10) years of this Agreement.

**10. EMERGENCY FACILITIES.** In the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the residents of the County, the County may erect additional antenna facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless the County obtains written approval from Kaiser.

**11. ASSUMPTION OF RISK; PREMISES USED "AS IS."** The County assumes all risk of harm, damage and loss of any nature or kind to individuals and its property or other property brought onto the Eagle Mountain site by the County or in connection with the activities of or associated with the County, its employees, agents, contractors and invitees due to conditions on the Eagle Mountain site, concealed or open. The County is obtaining and will be using the Leased Premises in its "AS IS" physical and legal condition. The County and Kaiser recognize that there is a risk associated with any third person or entity seeking to limit or prevent the use of the Leased Premises. The County and Kaiser agree that any order or injunction, not resulting from a Party's breach of this Agreement, which limits or prevents the County's use of the Leased Premises or access to the Leased Premises shall constitute a force majeure event. Except as provided herein, during the existence of such a force majeure event, both Parties are excused from performing their obligations under this Agreement. The existence of such a force majeure event does not discharge the Parties from their accrued liabilities and obligations, including indemnification obligations, under this Agreement.

**12. County's Indemnification.**

*a.* County shall indemnify and hold harmless the Kaiser, its parent company, and their respective agents, managers, members, officers, employees and representatives from any liability whatsoever, based or asserted upon any act or omission of County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to or in any way connected with the Leased Premises, the Improvements or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. County shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Kaiser, its parent company, and their respective agents, managers, members, officers and employees in any claim or action based upon such alleged acts or omissions.

*b.* With respect to any action or claim subject to indemnification herein by County, County shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Kaiser; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification to Kaiser as set forth herein.

*c.* County's obligation hereunder shall be satisfied when County has provided to Kaiser the appropriate form of dismissal relieving KAISER from any liability for the action or claim involved.

*d.* The specified insurance limits required in this Agreement shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the KAISER herein from third party claims.

*e.* In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the County from indemnifying the Kaiser to the fullest extent allowed by law.

### **13. Kaiser's Indemnification.**

*a.* Kaiser shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted solely upon any act or omission of Kaiser, its parent company, and their respective officers, managers, members, employees, agents or representatives arising out of or in any way relating to or in any way connected with the Leased Premises or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Kaiser shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

*b.* With respect to any action or claim subject to indemnification herein by Kaiser, Kaiser shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Kaiser's indemnification to County as set forth herein.

*c.* Kaiser's obligation hereunder shall be satisfied when Kaiser has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

*d.* In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Kaiser from indemnifying the County to the fullest extent provided under this Agreement.

**14. INSURANCE.** Without limiting or diminishing the County's obligation to indemnify or hold the Kaiser harmless, County shall procure and maintain or cause to be procured and maintained, at no cost and expense to Kaiser, the following insurance coverage's during the term of this Agreement.

*a.* Worker's Compensation in compliance with applicable state law and Employers' Liability to a limit of at least one million dollars (\$1,000,000) per accident and, where applicable, insurance in compliance with any other statutory obligation whether federal or state, pertaining to the compensation of injured employees.

*b.* Comprehensive General Liability insurance covering bodily and personal injury liability, property damage liability, and contractual liability covering liability assumed hereunder, all on an occurrence basis, of not less than one million dollars (\$1,000,000) combined single limit per accident.

*c.* Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used by the County or in connection with any activity for or on behalf of the County.

*d.* Each of the foregoing insurance policies shall cover the Leased Premises, the Improvements and all activities, and operations on the Property of the County (if it is no longer self-insured), and the County's agents, employees and contractors, sub-contractors, and invitees while present on the Property and shall be issued by insurance companies authorized to do business in the State of California adding Kaiser on each policy (other than worker's compensation) as an additional insured and loss payee. Within seven (7) days of the County executing the Agreement, the County shall forward to Kaiser certificates of insurance evidencing not less than above coverage and providing that Kaiser is an additional insured on such policies. Said certificates shall be mailed to the address set forth below, and shall include the following statement.

"Thirty (30) days written notice will be given to Kaiser Eagle Mountain, LLC, 3633 Inland Empire Boulevard, Suite 480, Ontario, California 91764, before any cancellation of or material change in this policy shall become effective."

*e.* The County's insurance requirements contained in this Agreement may be met with a program(s) of self-insurance but all contractors and subcontractors may not satisfy the insurance requirements provided herein by self-insurance program.

*f.* County shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.

## 15. HAZARDOUS MATERIALS.

*a.* Without limiting the scope of Subparagraph 12. a. above, the County will be solely responsible for and will defend, indemnify, and hold Kaiser its parent company, and their respective agents, managers, members, officers, employees and representatives harmless from and against any and all claims, costs, liabilities, damages, oversight costs, regulatory costs, remediation costs, restoration costs, natural resources damages, consulting costs, mitigation fees and costs, attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Property, Leased Premises or those roads used for access to the Leased Premises resulting from the County's use, transportation, disposal, and/or release of Hazardous Materials on or over the roads for access to the Leased Premises or the Leased Premises. For purposes of this Agreement, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, petroleum products, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA and petroleum based products.

*b.* **COUNTY WARRANTY.** The County represents and warrants that its use of the Leased Premises and the Improvements will not generate, store or dispose of hazardous materials on the Leased Premises except for diesel for use for the County's diesel generator, nor transport to or over the Leased Premises, any Hazardous Materials, unless the County specifically



informs Kaiser thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as the County becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of this Paragraph shall survive the expiration or other termination of this Agreement.

**16. QUIET POSSESSION.** Upon the County paying all of its monetary obligations of the Leased Premises and performing all of its other obligations, agreements and conditions under this Agreement, the County shall have quiet possession from Kaiser of the Leased Premises for the entire term of this Agreement subject to all the provisions of this Agreement and the Temporary Access License Agreement and any access license agreement that may supersede the Temporary Access License Agreement.

**17. AGREEMENT TERMINATION.**

*a. EVENTS OF TERMINATION.* Except as otherwise provided herein, this Agreement may be terminated as follows:

*i.* by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);

*ii.* by Kaiser, if it reasonably determines that any of the material Improvements are structurally unsound, including, but not limited to the equipment, building and tower and County has not cured after Kaiser has provided a thirty (30) day advance notice to County with details of what has been determined structurally unsound and afforded the County opportunity to cure the structurally unsound condition.

*b. REMEDIES.* Upon a default or violation of this Agreement by a Party which has not been timely cured (if cure is permitted), the non-defaulting Party shall have the right to terminate this Agreement. In addition, the non-defaulting Party shall have all other rights and remedies available in law and equity. The rights created under this Agreement or by law or equity, shall be cumulative and may be exercised at any time and from time to time. All indemnification, clean-up and restoration obligations of a Party shall survive the termination of this Agreement for any reason.

**18. RESTORATION OF LEASED PREMISES.** In the event that this Agreement is terminated for any reason or not renewed, County shall have sixty (60) days from the termination or expiration date to remove the Improvements and restore the Leased Premises in substantially the same condition as existed as of the date of this Agreement; provided, however, the Parties may mutually agree that certain Improvements may remain on the Leased Premises. In the event that the Improvements are not removed to the reasonable satisfaction of Kaiser, they shall be deemed abandoned and become the property of the Kaiser and the County shall have no further rights.

**19. ASSIGNMENT.** This Agreement and the rights hereunder, may not be sold, assigned, sub-leased, sub-licensed or transferred at any time by the County without the prior written consent of Kaiser, which consent may not be unreasonably withheld, conditioned, delayed or denied.

**20. ENFORCEMENT AND ATTORNEYS' FEES.** In the event that either Party to this Agreement shall bring an action to enforce any rights hereunder, the prevailing Party shall be

entitled to recover costs and reasonable third-party attorneys' fees incurred as a result of such claim.

**21. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

**IF TO THE COUNTY, TO:** County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 500  
Riverside, CA 92501

**IF TO KAISER, TO:** Kaiser Eagle Mountain, LLC  
3633 Inland Empire Blvd, Suite 480  
Ontario, CA 91764  
Attn: Terry L. Cook

**WITH A COPY TO:** Kaiser Eagle Mountain, LLC  
P.O. Box 37  
Desert Center, CA 92239  
Attn: Jeanette Roberts

**22. AUTHORITY.** Each of the individuals executing this Agreement on behalf of the County or Kaiser represents to the other Party that such individual is authorized to do so by requisite action of the Party to this Agreement.

**23. BINDING EFFECT.** This Agreement shall extend to and bind the successors and assigns of Kaiser and extend to and bind any permitted assigns of the County.

**24. COMPLETE AGREEMENT; AMENDMENTS.** This Agreement and the exhibits hereto attached constitute the entire agreement and understanding of the Parties and supersede all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

**25. GOVERNING LAW.** This Agreement shall be governed by and be construed in accordance with the laws of the State of California.

**26. SEVERABILITY.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**27. MEMORANDUM.** Upon request by either Party, the Parties agree to promptly execute and deliver a recordable Memorandum of this Agreement in a form acceptable to both Parties which may be recorded by the party requesting the Memorandum of Agreement.

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[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals as set forth below to be effective as of the day and year first above written.

Date Signed: \_\_\_\_\_ COUNTY OF RIVERSIDE

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Kecia Harper-Ihem Marion Ashley, Chairman  
Clerk of the Board Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to Form  
Pamela J. Walls  
County Counsel

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

KAISER EAGLE MOUNTAIN, LLC

Date Signed: 6/23/10 By: Terry L. Cook  
Terry L. Cook  
Vice President

ATTACHMENT 1  
EAGLE MOUNTAIN SITE

**ATTACHMENT 2**  
**LEASED PREMISES**

Attachment 2

Legal Description – PSEC Black Eagle Site

That portion of a parcel of land known as New Syndicate No. 4 as described in Mineral Survey No 6706 GLO Records and lying in Sections 28 and 29, Township 3 South, Range 14 East, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

**Commencing** at the West  $\frac{1}{4}$  Corner of Section 33, Township 3 South, Range 14 East per GLO Records;

**Thence** North  $0^{\circ}01'39''$  West along the West line of said Section 33 a distance of 2640.18 feet to the Northwest corner of Section 33 and the Southeast corner of Section 29;

**Thence** North  $70^{\circ}38'13''$  West a distance of 1088.56 feet to the Southwest corner of said New Syndicate No. 4 and the **True Point of Beginning**;

**Thence** South  $84^{\circ}53'00''$  East along the South line of New Syndicate No. 4 a distance of 220.00 feet;

**Thence** North  $38^{\circ}33'14''$  East a distance of 107.00 feet;

**Thence** North  $36^{\circ}37'45''$  West a distance of 120.00 feet;

**Thence** North  $57^{\circ}36'24''$  West a distance of 100.00 feet;

**Thence** North  $80^{\circ}15'27''$  West a distance of 150.00 feet to the West line of New Syndicate No. 4;

**Thence** South  $4^{\circ}19'00''$  East along the West line of New Syndicate No. 4 a distance of 240.00 feet to the **True Point of Beginning**.

Containing an area of approximately 55846.1 square feet.

Subject to all other easements and offers of dedication of record.

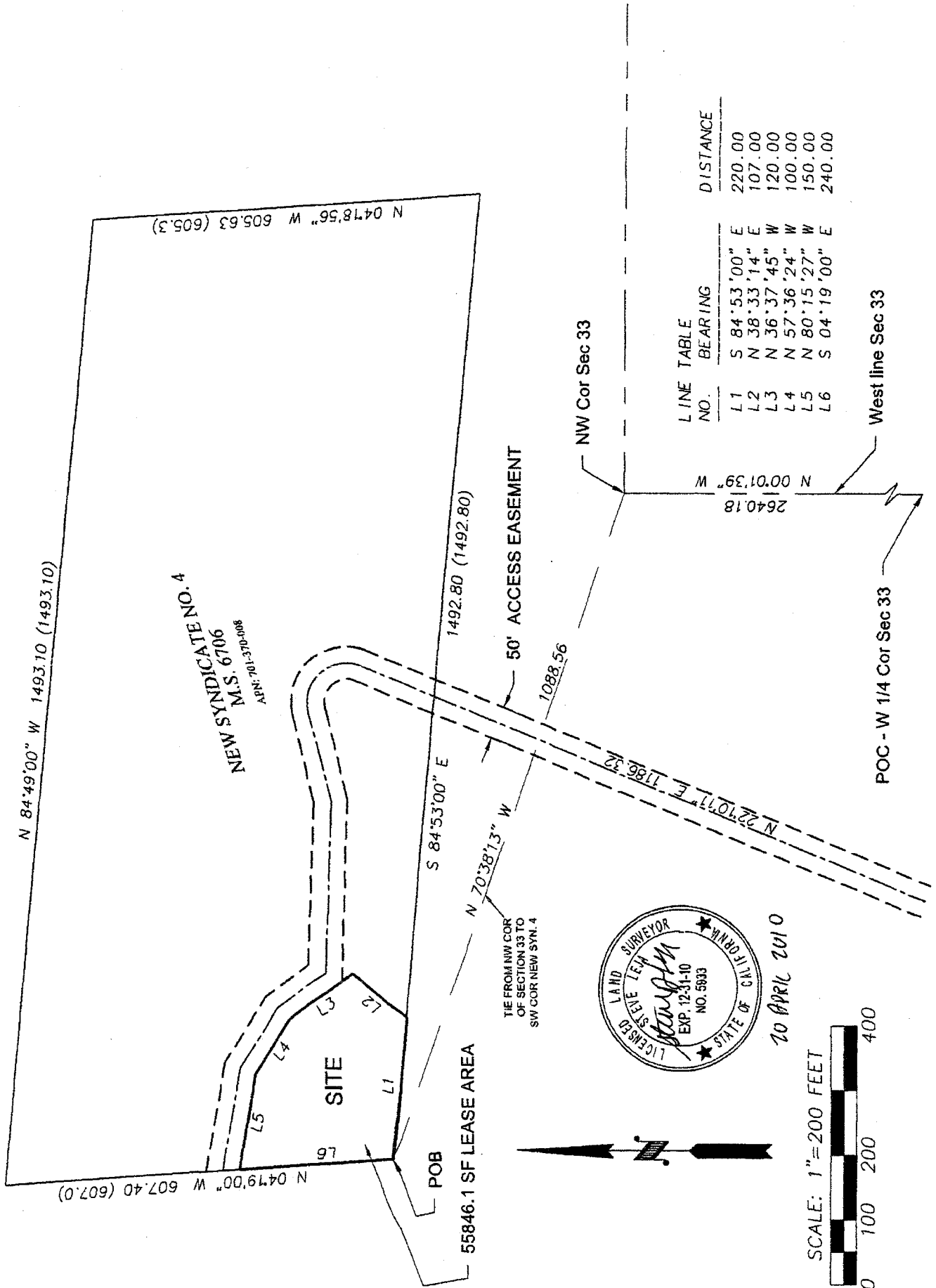
As shown on Exhibit "B" and by this reference made a part hereof.



20 APRIL 2010

# EXHIBIT "B"

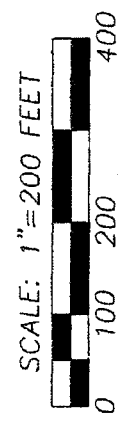
PSEC - Black Eagle Site



| LINE NO. | BEARING       | DISTANCE |
|----------|---------------|----------|
| L1       | S 84°53'00" E | 220.00   |
| L2       | N 38°33'14" E | 107.00   |
| L3       | N 36°37'45" W | 120.00   |
| L4       | N 57°36'24" W | 100.00   |
| L5       | N 80°15'27" W | 150.00   |
| L6       | S 04°19'00" E | 240.00   |



20 APRIL 2010



ATTACHMENT 3  
IMPROVEMENTS

Attachment 3 shall be provided by the County and shall be subject to the review and consent of Kaiser.



ATTACHMENT 3



# MOTOROLA INC.

COUNTY OF RIVERSIDE  
PSEC

## BLACK EAGLE D

SITE ID #: DC2905  
25913 KAISER ROAD, DESERT CENTER, CA 92239

**MOTOROLA INC.**  
6490 SEQUENCE DR.  
SAN DIEGO, CA 92121

**PSEC**  
DESIGN/PERMITTING/CONSTRUCTION  
7185 ALESSANDRO BLVD, STE. A  
RIVERSIDE, CA 92506

PLANS PREPARED BY

154 W. MATELLA AVENUE, SUITE 105, RIVERSIDE, CA 92507  
PHONE: 714-862-3305 FAX: 714-862-3370

**COUNTY OF RIVERSIDE**

**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION       | BY |
|-----|----------|-------------------|----|
| 1   | 05/05/10 | PRELIMINARY CO SC |    |
| 2   | 06/23/10 | SURVEY UPDATE SC  |    |

**CALIFORNIA PE  
WET STAMP TO  
FOLLOW UPON  
APPROVAL**

SHEET TITLE  
**TITLE SHEET,  
MAPS &  
GENERAL  
INFORMATION**

SHEET NUMBER  
**T-1**

**PROJECT SUMMARY**

SITE ADDRESS:  
25913 KAISER ROAD  
DESERT CENTER, CA 92239

APN:  
701-374-008

OWNER:  
MOTOROLA INC  
3155 E. VALLEY BLVD., SUITE 400  
ONTARIO, CA 91764  
CONTACT: TERRI L COOK

EQUIPMENT LEASE AREA:  
10000 SQ. FT. - 23 ACRE

JURISDICTION:  
COUNTY OF RIVERSIDE  
RIVERSIDE, CA 92501

OCCUPANCY GROUP:  
UNANSWERED TELECOMMUNICATION FACILITY  
GROUP B

CONSTRUCTION TYPE:  
S-9

EARTHWORK ESTIMATE:  
DIT - 0 CUBIC YARD  
CUT - 0 CUBIC YARD  
IMPORT/EXPORT - 0 CUBIC YARD

SEISMG. ZONE:  
CLASS C

SOIL BEARING PRESSURE:  
SEE SOIL REPORT

WIND SPEED:  
120 MPH

**CONSULTING TEAM**

**ARCHITECTURAL & ENGINEERING SERVICES:**  
CSI - DIVISION OF CALIFORNIA NETWORK SERVICES  
3950 STATE ST., SUITE 100  
SANTA ANA, CA 92705  
CONTACT: WENDY MUSLER  
PHONE: 714-944-7435

**STRUCTURAL ENGINEER:**  
CSI - DIVISION OF CALIFORNIA NETWORK SERVICES  
3950 STATE ST., SUITE 100  
SANTA ANA, CA 92705  
CONTACT: WENDY MUSLER  
PHONE: 714-944-7435

**MOTOROLA CONSTRUCTION MANAGER:**  
CONTACT: GERRY ANDERSON  
PHONE: 951-351-9414

**SURVEYOR:**  
CALVARIA SURVEYING, INC.  
2140 W. UNIVERSITY AVE., SUITE 205  
ONTARIO, CA 92350  
CONTACT: JIM MURPHY  
PHONE: 1-800-CALVARIA

**APPLICABLE NOTES & STANDARDS**

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AND STANDARDS THAT ARE IN EFFECT AT THE TIME OF CONTRACTING. THE LOCATION, THE DATE OF THE ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACTING SHALL GOVERN THE DESIGN.

BUILDING CODE: CALIFORNIA BUILDING CODE 2007

ELECTRICAL CODE: NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2008 NATIONAL ELECTRICAL CODE, AND CALIFORNIA STATE ELECTRICAL PROFESSIONAL CODE.

LOADING PRACTICE CODE: NFPA 700-2008, LORNING PRACTICE CODE.

STANDARD CONTRACTS SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING:  
FOR STRUCTURAL: CONCRETE REINSTEEL INSTITUTE OF STEEL CONSTRUCTION (ACI)  
FOR STRUCTURAL: AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)  
FOR STRUCTURAL: STRUCTURAL STEEL INDUSTRIES ASSOCIATION (SSA)  
FOR STRUCTURAL: STRUCTURAL STEEL INDUSTRIES (SSI)  
FOR STRUCTURAL: STEEL DESIGNATION SYSTEMS (SDS)  
FOR STRUCTURAL: STRUCTURAL STEEL INDUSTRIES (SSI) AND COUNTY STANDARDS WHERE MORE STRINGENT.

NOTICE FOR ELECTRICAL AND ELECTRONICS ENGINEERING (SEE) 61, CODE FOR THE NATIONAL ELECTRICAL CODE, AND CALIFORNIA STATE ELECTRICAL PROFESSIONAL CODE. (SEE) 61, CODE FOR THE NATIONAL ELECTRICAL CODE, AND CALIFORNIA STATE ELECTRICAL PROFESSIONAL CODE.

SEE 60.41, RECOMMENDED PRACTICES FOR PENDING AND GRADING OF SLOPES IN LOW VOLTAGE AC POWER CIRCUITS FOR LOCATION CATEGORIES "C" AND "D" WITH EXPOSURE.

R-30 STANDARDS AND REGULATIONS FOR COMMUNICATION SITES.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING CONTRACT, THE CONTRACTOR SHALL CONSULT WITH THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, FEES AND A SECONDARY INSURANCE POLICY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, FEES AND A SECONDARY INSURANCE POLICY.

**PROJECT PROVIDER**

OWNER:  
MOTOROLA INC  
3155 E. VALLEY BLVD., SUITE 400  
ONTARIO, CA 91764  
PHONE: 951-421-4469

CONTACT: GERRY ANDERSON  
EMAIL: GERRY.ANDERSON@MOTOROLA.COM  
PHONE: 951-351-9414

**UTILITY PROVIDER**

OWNER:  
SOUTHERN CALIFORNIA Edison  
CONTACT: BOB PATTERSON  
PHONE: 951-421-4469

**PROJECT DESCRIPTION**

PROPOSED 67x67' CHAIN LINK FENCED COMPOUND WITHIN 100%+100' LEASE AREA.  
PROPOSED CHAIN LINK FENCED COMPOUND CONSISTING OF A 60'-0" SELF SUPPORTING CHAIN LINK FENCE WITH A 6'-0" TALL POST AND RAIL FENCE ON TOP.  
PROPOSED CHAIN LINK FENCED COMPOUND WITH A 6'-0" TALL POST AND RAIL FENCE ON TOP.

**GEODETIC COORDINATES**

LATITUDE: 33° 01' 34.53" NORTH (NAD 83)  
LONGITUDE: 116° 31' 59.95" WEST (NAD 83)  
ELEVATION: 2676.0' MSL

**VICINITY MAP**

**LOCATION MAP**

**SHEET INDEX**

| SHEET NUMBER       | DESCRIPTION   |
|--------------------|---|
| T-1                | TITLE SHEET, MAPS & GENERAL INFORMATION                 |
| T-2                | CONTRACTOR NOTES  |
| T-3                | ABBREVIATIONS, SYMBOLS & IMITATION ACRONYMS             |
| LS-1               | TOPOGRAPHIC SURVEY                                      |
| LS-2               | TOPOGRAPHIC SURVEY                                      |
| ACRUCUBICAL        |   |
| A-1                | SITE PLAN   |
| A-2                | ENLARGED SITE PLAN                                      |
| A-3                | DIMENSION SITE PLAN                                     |
| A-4                | NORTH & SOUTH ELEVATIONS                                |
| A-5                | EAST & WEST ELEVATIONS                                  |
| A-6                | ARCHITECTURAL DETAILS                                   |
| A-7                | ARCHITECTURAL DETAILS                                   |
| A-8                | EROSION CONTROL & GRADING NOTES                         |
| A-9                | SPECIAL INSPECTION SCHEDULE                             |
| A-10               | IMITATION NOTES   |
| A-11               | IMITATION SUMMARY TABLE                                 |
| GR-1               | GRADING PLAN  |
| GR-2               | TYPICAL GRADING DETAILS                                 |
| STRUCUTURAL        |   |
| S-1                | STRUCTURAL DETAILS                                      |
| S-2                | STRUCTURAL DETAILS                                      |
| S-3                | STRUCTURAL DETAILS                                      |
| SHEELET & LEGENDAL | (NOT PROVIDED, USE OLD CATTLE 10/08 (GENERIC DRAWINGS)) |
| SH-1 TO SH-11      | SHEETS SPECIFICATIONS                                   |
| 1 OF 3 TO 3 OF 3   | ELECTRICAL  |
| 1 OF 1             | GROUNDING (123-61)                                      |
| 1 OF 1             | PARTITION WALL DETAIL (123-444)                         |

**DRIVING DIRECTIONS**

FROM RIVERSIDE, TAKE CA-40 EAST/NOD.  
TIME (LEFT) ONTO I-15 NOD. TAKE RIGHT ON I-15 NOD. TAKE LEFT/NOD NORTH ON RICE ROAD.  
FROM PROJECT'S LOCATION, TAKE LEFT/NOD NORTH ON RICE ROAD.  
ARRIVE AT SITE: 25913 KAISER ROAD, DESERT CENTER, CA 92239.

**GENERAL CONTRACTOR NOTES**

DO NOT SCALE DRAWINGS. IF NOT FULL-SIZE (24x36) CONTRACTOR SHALL VERIFY ALL PLANS AND DIMENSIONS AND CORRECTING ON DRAWINGS BEFORE PROCEEDING WITH THE WORK. YOU BE RESPONSIBLE FOR SAME.

**DIGIBARTI**

DIAL TOLL FREE  
1-800-377-2500  
1-800-277-3500  
DATA SERVICE 300 BR  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



6450 SEQUENCE DR  
SAN DIEGO, CA 92121



7105 ALESSANDRO BLVD, STE. A  
RIVERSIDE, CA 92508



1748 W. KATELLA BLVD, SUITE 100, DANVILLE, CA 94504  
VOICE: 708-261-3333 FAX: 708-261-3333

PLANS PREPARED BY:  
**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |

**CALIFORNIA PE WET STAMP TO FOLLOW UPON APPROVAL**

SHEET TITLE  
**CONSTRUCTION NOTES**

SHEET NUMBER  
**T-2**

**GENERAL:**

- THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES IN THE SPECIFICATIONS, DRAWINGS, OR CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS, OMISSIONS, OR INCONSISTENCY AFTER THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY ERRORS, OMISSIONS, OR INCONSISTENCY AS SOON AS POSSIBLE, BUT IN ANY EVENT, BEFORE THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY ERRORS, OMISSIONS, OR INCONSISTENCY AS SOON AS POSSIBLE, BUT IN ANY EVENT, BEFORE THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT THE PROPERTY OWNERS, AND OWNER PROPERTY FROM DAMAGE TO THE UTILITIES ADJACENT TO THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER.
- A COPY OF THE APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE CONTRACTING AGENCY, AND BE AVAILABLE FOR INSPECTION AT ALL TIMES. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN AND MAINTAIN A SET OF PLANS AT THE SITE FOR THE PURPOSE OF DOCUMENTING ALL AS-BUILT CHANGES, REVISIONS, ADDENDUMS, OR CHANGE ORDERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AGENCIES AND THE PROPERTY OWNER.
- ALL CONSTRUCTION THROUGH THE PROJECT SHALL CONFORM TO THE LATEST C.E.C. AND ALL OTHER GOVERNING CODES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND OSHA REGULATIONS DURING THE WORK. THE ENGINEER WILL NOT ADVISE ON, NOR PROVIDE DIRECTION, AS TO SAFETY PRECAUTIONS AND PROGRAMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MANAGEMENT METHODS, PROCEDURES, AND SEQUENCING AND COORDINATING ALL PORTIONS OF THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND APPLICATIONS REQUIRED IN THE WORK, OR AS BEING NECESSARY. THE CONTRACTOR SHALL OBTAIN THE PERMIT AND MAKE FINAL PAYMENT OF SAID DOCUMENT.
- ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BRACING, FRAMING, HANGERS OR SUPPORTS FOR INSTALLATION OF ITEMS INDICATED ON THE DRAWINGS.
- WORKSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL PERFORMANCE:
  - INTERNATIONAL WELDING CONTRACTORS ASSOCIATION
  - 10225 W. HERRIS ROAD, SUITE 600
  - ROSELAND, CA 90680
  - AND/OR AN AFFILIATED CONTRACTORS NATIONAL ASSN.
  - 4201 MARKET CENTER DRIVE
  - CHAMBLAY, VA 22031-1209
  - IFP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER
  - 1000 W. 10TH STREET
  - MILLIKEN, CO 80131-1406
- AND OTHER APPLICABLE PRACTICES
- THE CONTRACTOR SHALL PROVIDE THE FIRE MARSHAL APPROVED MATERIALS TO FIL/YSAL TECHNICIANS THROUGH THE TRADES AS REQUIRED.
- INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL AND PAINT COLOR EXCEPT AS NOTED IN THE PLANS.
- WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AS REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.
- ALL GENERAL NOTES AND SPECIFIED DETAILS ARE TO BE CONSIDERED AS REQUIRED TO BE USED IN THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- ALL EXISTING UTILITIES, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT, SHALL BE PROTECTED AND MAINTAINED AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- NO CHANGES ARE TO BE MADE TO THESE PLANS WITHOUT THE KNOWLEDGE AND WRITTEN CONSENT OF THE ARCHITECT/ENGINEER. UNAUTHORIZED CHANGES RENDER THESE DRAWINGS VOID.
- ANY REFERENCE TO THE WORDS APPROVED, OR APPROVAL IN THESE DOCUMENTS SHALL BE HERE TO REFER TO THE ARCHITECT/ENGINEER'S REVIEW AND APPROVAL OF THE WORK, AND NOT TO THE CONTRACTOR'S REVIEW AND APPROVAL OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 1-10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA.
- ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONTIGUOUS SPACES SUCH AS WALL AND ROOF PENETRATIONS SHALL BE CAULKED OR SEALED TO LIMIT INFLUXION OF AIR AND MOISTURE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.

**CONCRETE:**

- ALL FOOTINGS SHALL REST ON FIRM NATURAL SOIL OR APPROVED COMPACTED FILL.
- AGGREGATE FOR CONCRETE SHALL CONFORM TO ASTM C-33 STANDARDS.
- FLOOR SLABS SHALL CONFORM TO ASTM C-38 STANDARDS AND SHALL BE AT LEAST 3 1/2 INCHES.
- ALL POROUS FILL MATERIAL SHALL BE A CLEAN GRANULAR MATERIAL WITH 100 PER CENT ASTM SPEC. POROUS FILL SHALL BE COMPACTED TO 90%.
- WALLS AND OTHER EXTERIOR SLABS ARE NOT INDICATED ON THE STRUCTURAL DRAWINGS. SEE THE SITE PLAN AND ARCHITECTURAL DRAWINGS FOR LOCATIONS, DIMENSIONS, ELEVATIONS, FINISHES, GRADES AND NOTES.
- ALL CONCRETE SHALL BE PLACED AND FINISHED WITH A FINISH AS SPECIFIED ON THE DRAWINGS. ALL CONCRETE SHALL BE PLACED AND FINISHED WITH A FINISH AS SPECIFIED ON THE DRAWINGS.
- REINFORCING STEEL SHALL BE SPICED AS SHOWN OR NOTED BELOW. SPICES AT OTHER LOCATIONS SHALL BE APPROVED BY THE ARCHITECT/ENGINEER. ALL REINFORCING STEEL SHALL BE CONTINUOUS BETWEEN SPICES UNLESS OTHERWISE NOTED.
- ALL REINFORCING STEEL SHALL BE NEW REINFORCING BARS CONFORMING TO ASTM A-615 GRADE 60. LAP REINFORCING STEEL AT SPICES TO THE FOLLOWING MINIMUM LENGTHS UNLESS NOTED OTHERWISE:
  - #4 AND #5.....3'-0"
  - #6.....4'-0"
  - #7.....5'-0"
  - #8.....6'-0"
  - #9.....7'-0"
  - #10.....8'-0"
  - #11.....9'-0"
  - #12.....10'-0"
- BARS SHALL BE CLEAN OF MUD, OIL, OR OTHER CONTAMINANTS LIKELY TO IMPAIR BONDING.
- ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO INSPECTIONS, PLACING CONCRETE, OR GRouting.
- WELDING: BARS SHALL NOT BE WELDED UNLESS AUTHORIZED. WHEN AUTHORIZED, CONFORM TO ACI 301, SEC. 3.2.2.2. "WELDING" AND PROVIDE ASTM A708, GRADE 60 REINFORCING.
- FIELD BONDING: CONFORM TO ACI 301, SEC. 3.3.2.2. "FIELD BONDING OR STRAIGHTENING". BAR SIZES #4 THROUGH #8 MAY BE FIELD BENT COLD THE FIRST TIME. OTHER BARS REQUIRE PREHEATING. DO NOT TIGHTEN BARS.
- SPICE ALL BARS IN MASONRY WITH A MINIMUM OF 48 BAR DIAMETER LAPS (2'-0" MINIMUM).
- CONCRETE FOR THE PROJECT SHALL HAVE THE FOLLOWING ULTIMATE COMPRESSIVE STRENGTH AT AGE OF CURE:
  - FOUNDATION SLAB & FOOTING.....4,000 psi
  - WALL.....4,000 psi
  - SLAB.....4,000 psi
- INSPECTION: CONCRETE WITH SPECIFIED STRENGTH GREATER THAN 2500 PSI SHALL BE CONTINUOUSLY TESTED DURING PLACEMENT BY A DEPUTY INSPECTOR EMPLOYED BY A TESTING LABORATORY APPROVED BY THE LOCAL GOVERNING AGENCY.
- CONCRETE SHALL BE PLACED AND FINISHED WITH A FINISH AS SPECIFIED ON THE DRAWINGS. ALL CONCRETE SHALL BE PLACED AND FINISHED WITH A FINISH AS SPECIFIED ON THE DRAWINGS.
- ALL CONCRETE SHALL BE CLEAN AND FREE FROM DELECTERIOUS AMOUNTS OF ACIDS, ALKALIS, AND ORGANIC MATTER. REINFORCING OF CONCRETE SHALL CONFORM TO ACI 308-A. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.
- SEGREGATION OF AGGREGATES: CONCRETE SHALL NOT BE CLUMPED THROUGH REINFORCING STEEL (AS IN HOUSEHOLD CHAIRS, CHAIRS AND JOBS) SO AS TO CAUSE WEAK SPOTS. THE MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED 5 FEET.
- NEAR CLEARANCE: MINIMUM COVERAGE FOR JOISTS, BEAMS, GIRDERS AND COLUMNS SHALL BE TO FACE OF REINFORCING BAR UNLESS OTHERWISE NOTED. CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF REINFORCING BAR UNLESS OTHERWISE NOTED. CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF REINFORCING BAR UNLESS OTHERWISE NOTED.
- CONCRETE IN CONTACT WITH EARTH, UNFORMED.....3"
- CONCRETE IN CONTACT WITH FORM, UNFORMED.....1-1/2"
- WALL INTERIOR FACE.....1-1/2"
- STRUCTURAL SLAB.....1-1/2"
- BEAMS, GIRDERS AND COLUMN.....1-1/2"
- PRETENSIONING: NO SLEDS OR CHAINS SHALL BE PLACED IN BEAMS, SLABS, WALLS AND COLUMNS, EXCEPT THOSE SHOWN ON THE PLANS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATIONS OF SLEDS. CHAINING IS NOT ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
- EMBEDDED ITEMS: CONTACT PLACED IN A CONCRETE SLAB SHALL NOT HAVE AN OUTSIDE DIAMETER GREATER THAN 1/4" UNLESS OTHERWISE NOTED. MINIMUM CLEAR DISTANCE BETWEEN CONDUITS SHALL BE 5/8" INCHES.
- CURING: SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING. CURING COMPOUND SHALL BE APPROVED BY THE USE OF FLOOR CURING MANUFACTURER. KEEP SLAB WET FOR A 7 DAY PERIOD.
- CONSOLIDATION: ALL CONCRETE SHALL BE VIBRATED AS IT IS BEING PLACED WITH ELECTRICALLY OPERATED VIBRATING EQUIPMENT.
- CONSOLIDATION OF PILES SHALL BE UPPER 10 FEET OF CONCRETE PLACED IN EACH CHAIRS / PIER.
- BACK UP VIBRATOR DURING CONCRETE PLACEMENT IS REQUIRED.

**SITE PREPARATION NOTES:**

- CONCRETE SHALL BE PLACED AND FINISHED WITH A FINISH AS SPECIFIED ON THE DRAWINGS. ALL CONCRETE SHALL BE PLACED AND FINISHED WITH A FINISH AS SPECIFIED ON THE DRAWINGS.
- BACK FILL AT TRENCHES SHALL BE OF CLEAN, STERILE SOIL HAVING A SAND EQUIVALENT OF 30 OR MORE PERCENT. ALL BACK FILL SHALL BE COMPACTED TO 90% PERCENT. ALL BACK FILL SHALL BE COMPACTED TO 90% PERCENT.
- ALL FOUNDATION FOOTINGS SHALL EXTEND INTO AND BEAR AGAINST NATURAL UNDISTURBED SOIL OR APPROVED COMPACTED FILL. FOOTINGS SHALL EXTEND INTO AND BEAR AGAINST NATURAL UNDISTURBED SOIL OR APPROVED COMPACTED FILL.
- SHOULD ANY LOOSE FILL EXPANSIVE SOIL BE FOUND, IT SHALL BE REMOVED AND REPLACED WITH STERILE SOIL. THE SURFACE OF THE EXPOSED SOIL GRADE SHALL BE INSPECTED BY PROBING OR TESTING TO CHECK FOR PROPERTIES OF SOFT OR UNSATURABLE MATERIAL. EXCAVATE UNSATURABLE SOIL AS DIRECTED BY THE GEOTECHNICAL ENGINEER/TESTING AGENCY.
- COMPACTION TO BE PERFORMED PER SOILS REPORT OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER/TESTING AGENCY.
- ALL EXCAVATED AREAS SHALL BE PROTECTED AGAINST CONTAMINATION. ALL EXCAVATED AREAS SHALL BE PROTECTED AGAINST CONTAMINATION.
- WHEN REQUIRED STORAGE OF MATERIALS OCCURS, THEY SHALL BE EVENLY DISTRIBUTED OVER THE FLOOR OR ROOF SO AS NOT TO EXCEED THE DESIGNED LOADS FOR THE STRUCTURE. TEMPORARY STRUCTURES SHALL BE PROVIDED TO SUPPORT THE STRUCTURE OR SOIL. THE STRUCTURE OR SOIL HAS NOT ATTAINED THE DESIGN STRENGTH FOR THE CONDITIONS PRESENT.
- BEFORE PROCEEDING WITH ANY WORK WITHIN THE EXISTING FACILITY, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH EXISTING STRUCTURAL AND OTHER CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL PARTS OF THE EXISTING WORK IN A SAFE CONDITION DURING THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.

**STRUCTURAL SPECS:**

- APPLY REVISIONS TO THESE DRAWINGS AS SPECIFIED IN THE FOLLOWING ORIGINAL NOTES SHALL TAKE PRECEDENCE OVER THESE DRAWINGS SHALL TAKE THE FOLLOWING PRECEDENCE:
  - A. ALL DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED ON PLANS, SECTIONS AND DETAILS.
  - B. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS UNLESS OTHERWISE SPECIFIED.
  - C. MATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.
- OTHER TRADES: SEE THE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS NOT SHOWN.
- GENERAL DETAILS AND NOTES ON THESE SHEETS SHALL APPLY UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.
- PROTECT EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
- UNDERSTANDING, UNDERSTANDING AND FINISHES: DETAILS AND SPECIFICATIONS, ALTHOUGH SOMEWHAT SHOWN ON STRUCTURAL DRAWINGS ARE OF GENERAL INFORMATION PURPOSES ONLY. UNDERSTANDING AND FINISHES ARE SOLELY THE DESIGN RESPONSIBILITY OF THE ARCHITECT.

**SHOP DRAWING REVIEW:**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.

**ACCESSIBILITY NOTE:**

THE TELECOMMUNICATIONS EQUIPMENT SPACE SHOWN HEREON THESE PLANS IS NOT CUSTOMARILY ACCESSIBLE TO PERSONS WITH PHYSICALLY HANDICAPPED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.



**MOTOROLA INC.**  
 6409 SEQUENCE DR  
 SAN DIEGO, CA 92121



1855 CHICAGO AVE  
 RIVERSIDE, CA 92507



Communication Services, Inc.  
 17250 Via Verde Way  
 P.O. Box 3520  
 Fontana, CA 92335

**BLACK EAGLE D**  
 25913 Kaiser Road  
 Desert Center, CA 92239  
 Riverside County

| NO. | DATE     | DESCRIPTION       | BY |
|-----|----------|-------------------|----|
| 1   | 02/15/08 | PRELIMINARY       | AS |
| 2   | 02/15/08 | LEASE AREA        | RG |
| 3   | 02/19/08 | UPDATE            | AS |
| 4   | 02/27/08 | CLIENT COMMENTS   | RG |
| 5   | 04/30/08 | BOUNDARY          | VO |
| 6   | 06/01/08 | CLIENT COMMENTS   | RG |
| 7   | 09/15/08 | LEGAL DESCRIPTION | RG |
| 8   | 09/15/08 | NEW LEASE AREA    | HN |
| 9   | 2/10/09  | CLIENT COMMENTS   | SM |
| 10  | 2/20/09  | CLIENT COMMENTS   | SM |

**CONSVANT**  
**CAL VADA**  
**SURVEYING, INC.**  
 411 West 10th Street, Suite 200  
 Fontana, CA 92335  
 Tel: 951.833.1990  
 Fax: 951.833.1993  
 For File: 92-CALVADA  
 JOB NO: 07187

SHEET TITLE  
**TOPOGRAPHIC  
 SURVEY**

SHEET NUMBER  
**LS-1**  
 SHEET 1 OF 2

**Legal Description**  
 NEW SPONSOR'S TRACT NO. 4, LAMARCA, A PORTION OF SECTIONS 28 AND 29 IN TOWNSHIP 3 SOUTH OF RANGE 14 EAST OF THE SAN BERNARDINO MERIDIAN, WITH 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED COMMERCE AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE SOUTH, THENCE EAST, THENCE SOUTH, THENCE WEST, THENCE NORTH, THENCE EAST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 SQ. FT. OF LAND.

**Assessor's Parcel No.**  
 701-270-009-016

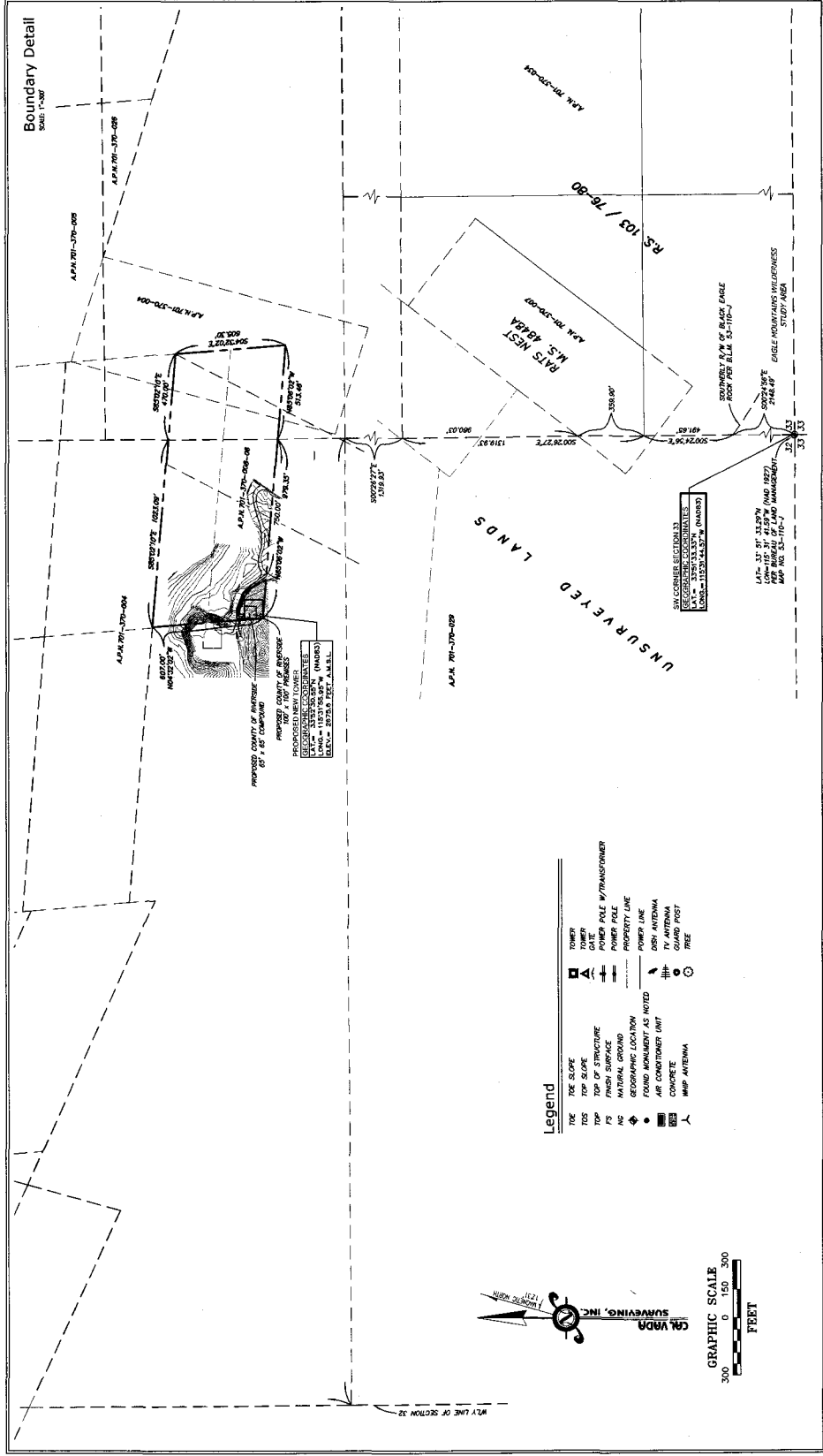
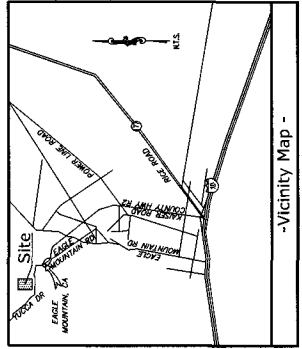
**Access Easement**  
 THIS BEING A PORTION OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 14 EAST OF THE SAN BERNARDINO MERIDIAN, WITH 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED COMMENCEING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE SOUTH, THENCE EAST, THENCE SOUTH, THENCE WEST, THENCE NORTH, THENCE EAST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 SQ. FT. OF LAND.

**County Promises**  
 SECTION 28, TOWNSHIP 3 SOUTH, RANGE 14 EAST OF THE SAN BERNARDINO MERIDIAN, BEING AS FOLLOWS:  
 BEGINNING AT POINT "X" AS DESCRIBED ABOVE, THENCE EAST, 100.00 FEET, THENCE SOUTH, 100.00 FEET, THENCE WEST, 100.00 FEET, THENCE NORTH, 100.00 FEET, THENCE EAST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 SQ. FT. OF LAND.

**Bench Mark**  
 THE BENCH MARK SHOWN HEREON WAS FILED UPON THE C.S.G.C. GPS MONUMENT "M60" DEFLECTION = 149.016 FEET (NAD 83).

**Dates of Survey**  
 FEBRUARY 12, 2008  
 JULY 21, 2008

**Basis of Bearings**  
 THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83) CALIFORNIA ZONE 4.



- Legend**
- TOWER
  - TOWER
  - TOP OF SLOPE
  - TOP OF STRUCTURE
  - FRESH SURFACE
  - PROPOSED LOCATIONS
  - PROPOSED POWER LINE
  - FOUND MONUMENT AS NOTED
  - AIR CONDITIONER UNIT
  - CONCRETE
  - IMP ANTENNA
  - DISH ANTENNA
  - TV ANTENNA
  - ANTENNA POST
  - TREE



SIX CORNER SECTION 33  
 (SEE GRAPHIC COORDINATES)  
 107-270-009-016  
 107-270-009-017  
 107-270-009-018

LANDS  
 UNRESERVED

BOUNDARY E.O.M. OF BLACK EAGLE  
 ROAD AND B.L.M. S. 31110'N  
 214.81' E  
 EAGLE MOUNTAINS WILDERNESS  
 STUDY AREA

PROPOSED COUNTY OF RESIDENCE  
 FOR ALL 100' NEARAGES  
 (SEE GRAPHIC COORDINATES)  
 107-270-009-016  
 107-270-009-017  
 107-270-009-018  
 107-270-009-019

**MOTOROLA INC.**  
6450 SEQUENCE DR  
SAN DIEGO, CA 92121



PLANS PREPARED BY:  
7195 ALESSANDRO BLVD, STE. A  
RIVERSIDE, CA 92508

PROJECT INFORMATION  
**COUNTY OF RIVERSIDE**

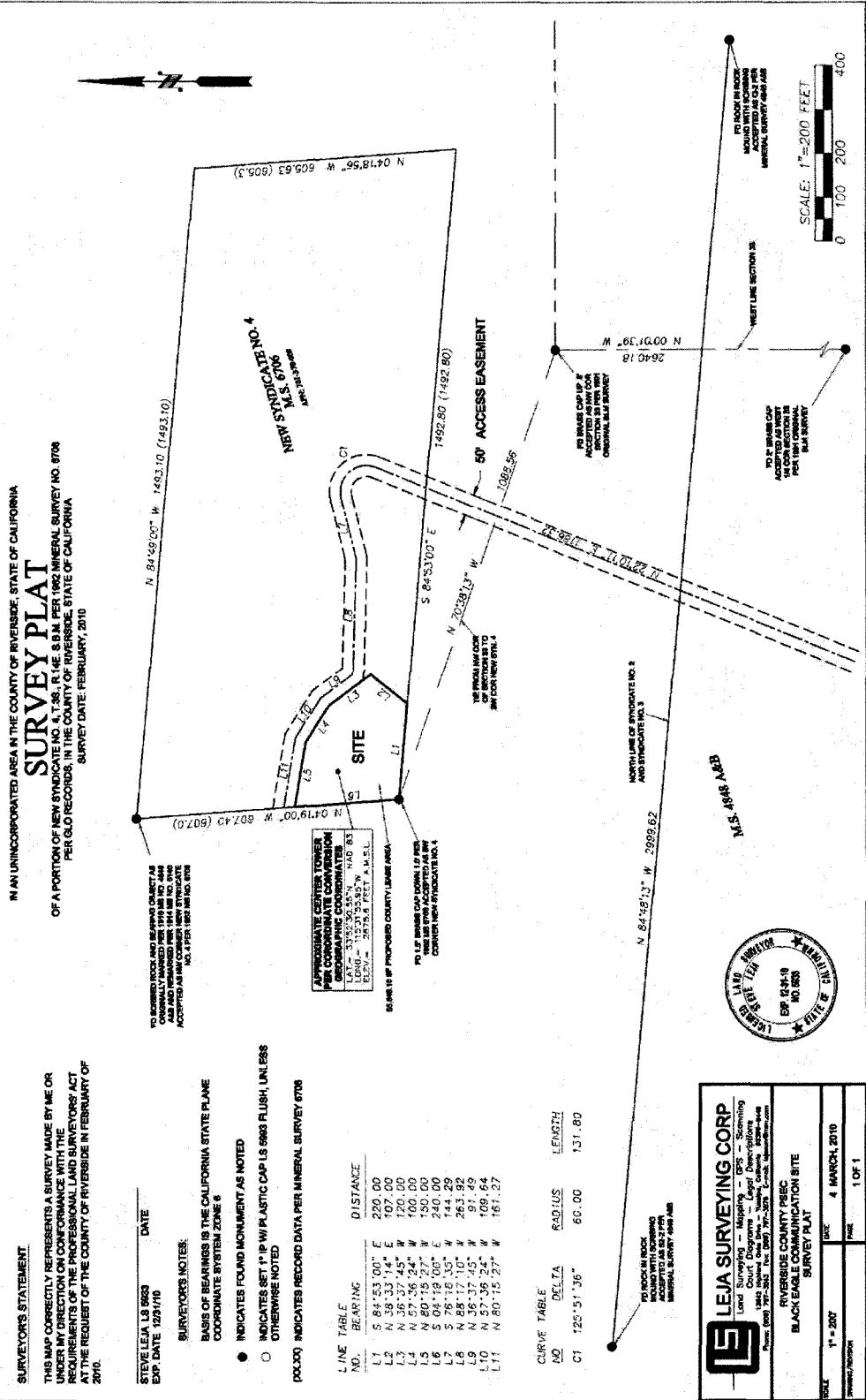
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/22/10 | SURVEY UPDATE  | SC |
|     |          |                |    |
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**CALIFORNIA PE  
WET STAMP TO  
FOLLOW UPON  
APPROVAL**

SHEET TITLE  
**LEJA  
TOPOGRAPHIC SURVEY**

SHEET NUMBER  
**LS-2**



IN AN UNINCORPORATED AREA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**SURVEY PLAT**  
OF A PORTION OF NEW SYNDICATE NO. 4, M.S. 4848, AS SHOWN ON MINERAL SURVEY NO. 8708  
PER OLD RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
SURVEY DATE: FEBRUARY, 2010

**SURVEYOR'S STATEMENT**  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION ON CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF THE COUNTY OF RIVERSIDE IN FEBRUARY OF 2010.

STEVE LEJA LS 8653  
EXP. DATE: 12/31/10

DATE: \_\_\_\_\_

TO CORNER ROCK AND BEARING CORNER AS ORIGINALLY MARKED PER 1910 AND TO CORNER AS SHOWN ON M.S. 4848, AS SHOWN ON MINERAL SURVEY NO. 8708, AS SHOWN ON MINERAL SURVEY NO. 4 PER 1988 AND 1910.

APPROXIMATE CENTER TOWER PER COORDINATE CONVERSION PER 1910 AND 1988. UTM ZONE 12Q UTM COORDINATES: X=391523.45, Y=4521104.83. UTM ZONE 12Q UTM COORDINATES: X=391523.45, Y=4521104.83.

50' ACCESS TO PROPOSED COUNTY LEASE AREA.

TO L.F. BEARING CAP DOWN 1/2 PER SECTION 18 TO CORNER NEW SYNDICATE NO. 4.

TO CORNER ROCK AND BEARING CORNER AS ORIGINALLY MARKED PER 1910 AND TO CORNER AS SHOWN ON M.S. 4848, AS SHOWN ON MINERAL SURVEY NO. 8708, AS SHOWN ON MINERAL SURVEY NO. 4 PER 1988 AND 1910.

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- SURVEYOR'S NOTES:**
- INDICATES FOUND MONUMENT AS NOTED
  - INDICATES SET PIP WITH PLASTIC CAP LS 5883 FLUSH, UNLESS OTHERWISE NOTED
  - INDICATES RECORD DATA PER MINERAL SURVEY 6708

**L. LINE TABLE**

| NO. | BEARING         | DISTANCE |
|-----|-----------------|----------|
| L1  | S 84° 53' 00" E | 220.00   |
| L2  | N 39° 33' 14" E | 107.00   |
| L3  | N 38° 37' 45" W | 120.00   |
| L4  | N 57° 36' 24" W | 100.00   |
| L5  | N 80° 15' 27" W | 150.00   |
| L6  | S 78° 16' 55" W | 144.29   |
| L7  | N 88° 17' 10" W | 263.92   |
| L8  | N 38° 37' 45" W | 91.49    |
| L9  | N 57° 36' 24" W | 109.64   |
| L10 | N 80° 15' 27" W | 161.27   |
| L11 | N 80° 15' 27" W | 161.27   |

**CURVE TABLE**

| NO. | DELTA        | RADIUS | LENGTH |
|-----|--------------|--------|--------|
| C1  | 125° 31' 36" | 60.00  | 131.80 |

**LEJA SURVEYING CORP**  
Land Surveying - Mapping - GPS - Scanning  
13845 Court Doregon, Laguna Hills, CA 92653  
Phone: (949) 797-5527 Fax: (949) 797-3229 Email: info@leja.com

**LEJA SURVEYING CORP**  
RIVERSIDE COUNTY PEBC  
BLACK EAGLE COMMUNICATION SITE  
SURVEY PLAT

DATE: 4 MARCH 2010  
PAGE: 1 OF 1



**MOTOROLA INC.**  
 6450 SEQUENCE DR  
 SAN DIEGO, CA 92121

**PS&EC**  
 PUBLIC SAFETY & EMERGENCY COMMUNICATIONS  
 7195 ALESSANDRO BLVD, STE. A  
 RIVERSIDE, CA 92506

PLANS PREPARED BY  
  
 1148 W. PATILLA AVE., SUITE 106, ORANGE, CA 92667  
 VOICE: 714-962-2222 FAX: 714-962-2210

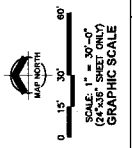
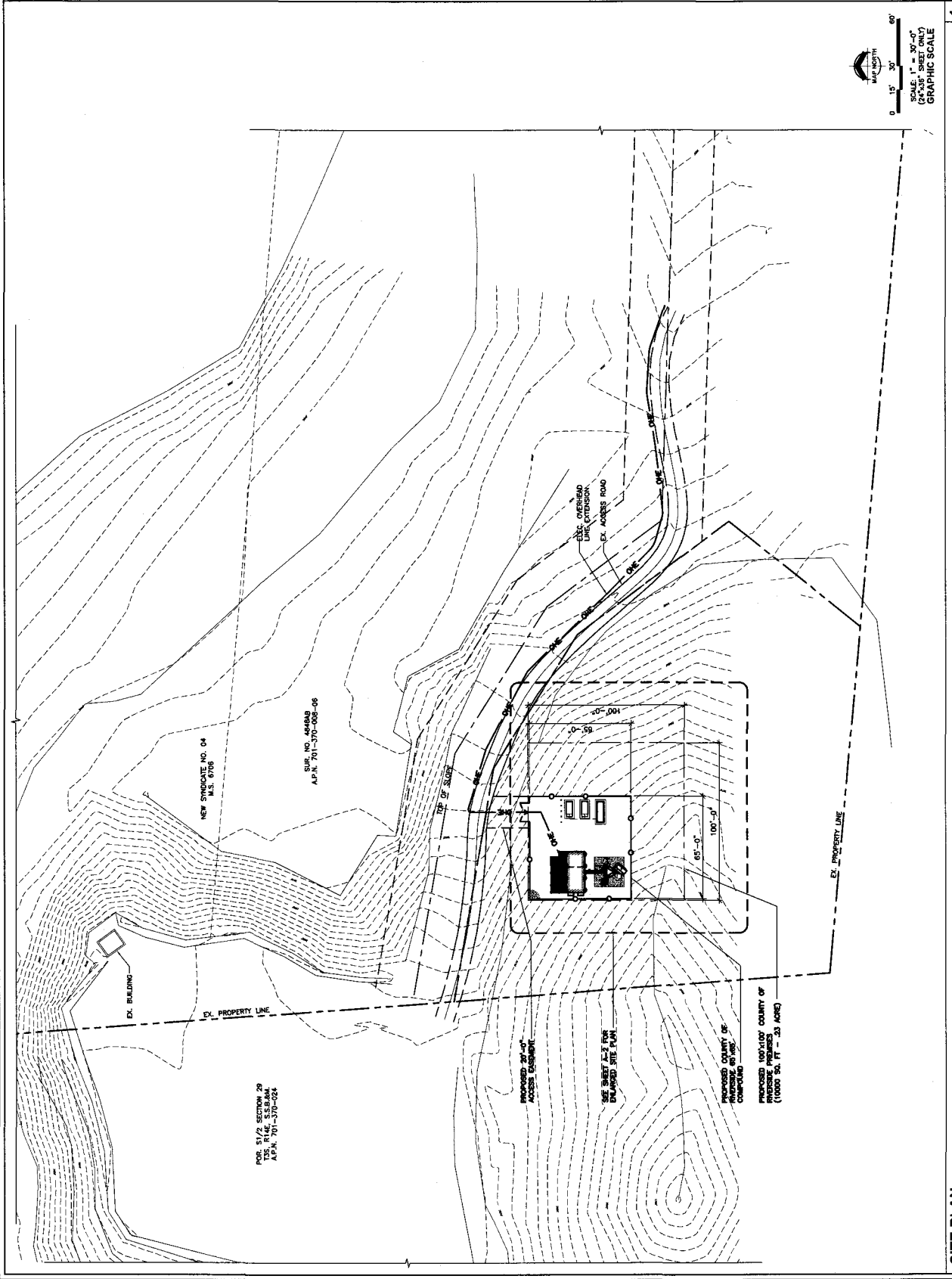
PROJECT INFORMATION  
**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |
|     |          |                |    |
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CALIFORNIA PE  
 WET STAMP TO  
 FOLLOW UPON  
 APPROVAL

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**A-1**



1  
**SITE PLAN**

**MOTOROLA INC.**  
6400 SEQUENCE DR.  
SAN DIEGO, CA 92121



7105 ALESSANDRO BLVD, STE. A  
RIVERSIDE, CA 92506



PLANS PREPARED BY:  
11940 VATELLA AVE. SUITE 100, ORANGE, CA 92667  
VOICE: 714/648,3205 FAX: 714/648,3200

**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

PROJECT INFORMATION

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |
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**CALIFORNIA PE WET STAMP TO FOLLOW UPON APPROVAL**

ENLARGED SITE PLAN

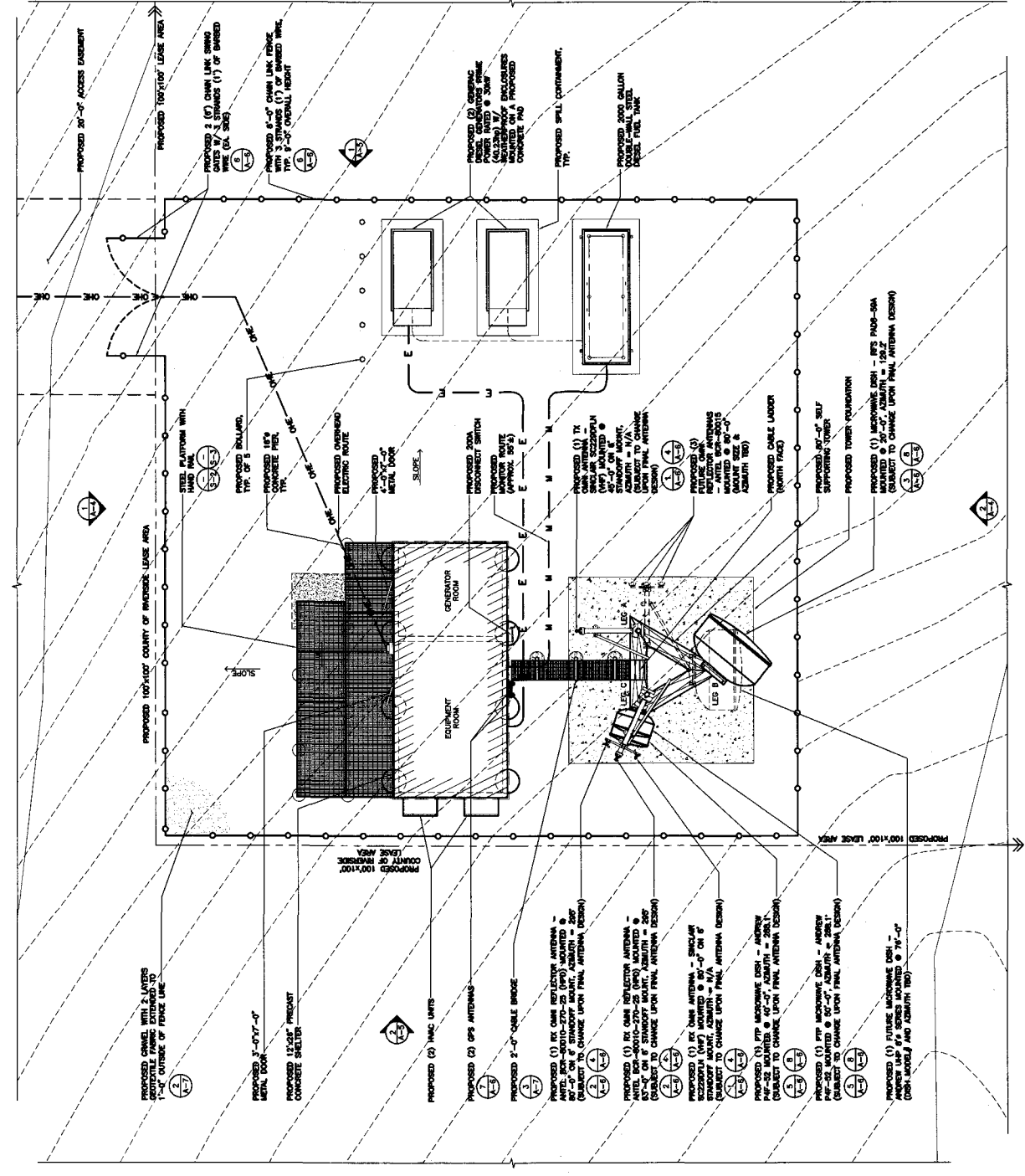
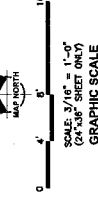
1  
SHEET NUMBER

A-2

**NOTE:**  
FENCE LINE TO BE 1'-0" MINIMUM TYP. ON ALL SIDES

**NOTE:**  
POWER BIN WILL BE DETERMINED BY UTILITY COORDINATOR.

**NOTE:**  
DISPERSE EXCAVATED MATERIAL THROUGHOUT COMPOUND TO BUILD UP SITE AREA. 4'-0" MINIMUM OVERLAP REQUIRED. 4-0% SLOPE PER SHELTER MANUFACTURER.



ENLARGED SITE PLAN

**MOTOROLA INC.**  
 6480 SEQUENCE DR  
 SAN DIEGO, CA 92121

**PS&EC**  
 PUBLIC SAFETY & EMERGENCY COMMUNICATIONS  
 7185 ALESSANDRO BLVD, STE. A  
 RIVERSIDE, CA 92506

PLANS PREPARED BY  
  
 1148 W. AVENUE AVE. SUITE 100, ORANGE, CA 92667  
 VOICE: 714-668-1000 FAX: 714-668-1010

PROJECT INFORMATION  
**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |
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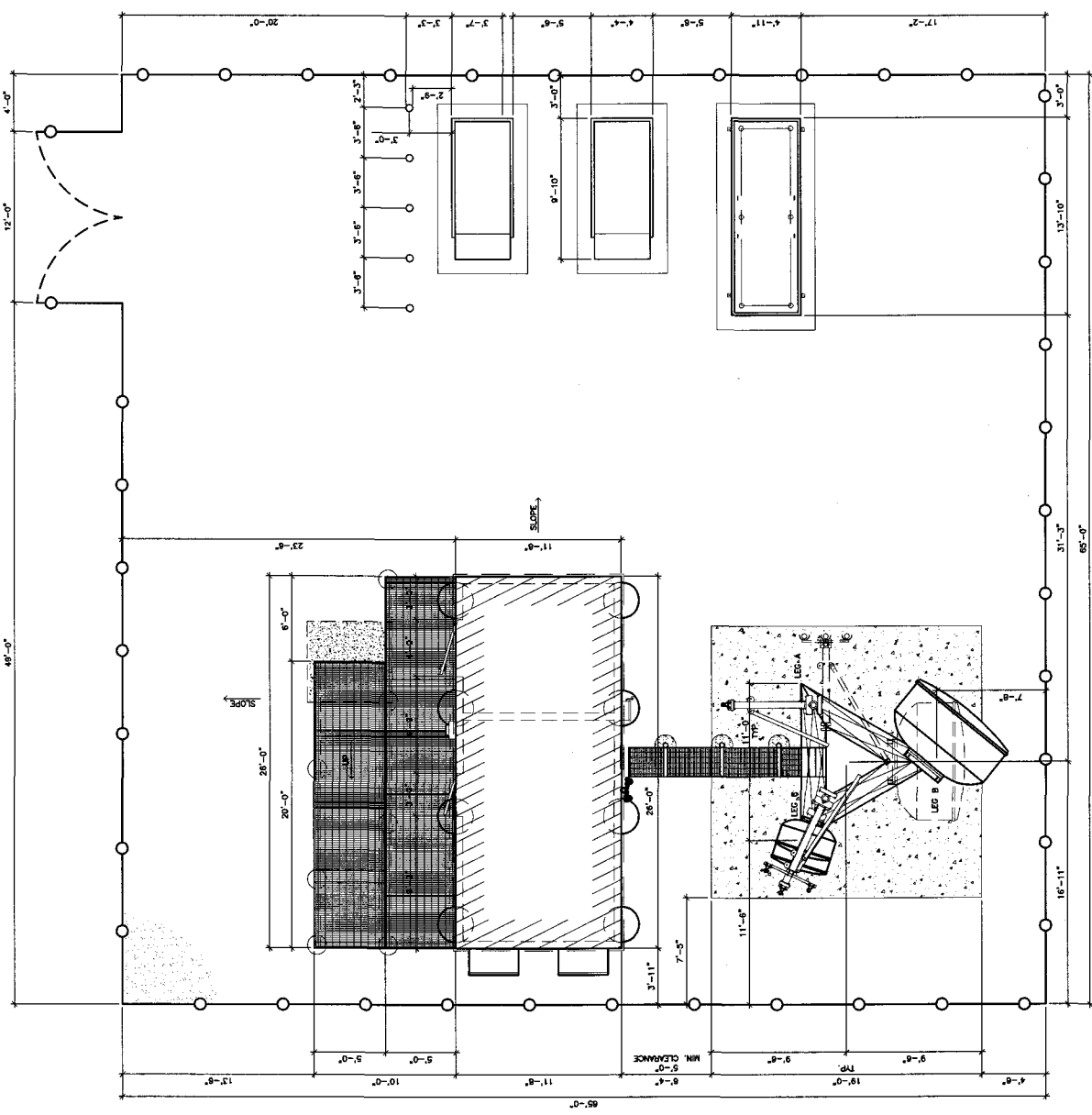
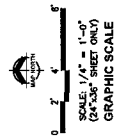
CALIFORNIA PE  
 WET STAMP TO  
 FOLLOW UPON  
 APPROVAL

SHEET TITLE  
**DIMENSION SITE PLAN**

SHEET NUMBER  
**A-3**

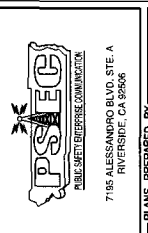
**TOWER FOUNDATION INFORMATION**  
 TOWER LEG: A / B / C  
 NATURAL GROUND: 2875.6'  
 TOP OF FOOTING: 2876.0'  
 EXPOSED FOOTING: 6" AGL

**NOTE:**  
 GROUND SURVEY SHOULD BE CONDUCTED ANY  
 TIME BEFORE CONSTRUCTION OF TOWER PER  
 A MINIMUM DISTANCE OF 4'-0"



**DIMENSION SITE PLAN**





PLANS PREPARED BY:  
  
 7185 ALESSANDRO BLVD, STE. A  
 RIVERSIDE, CA 92508

PROJECT INFORMATION  
 148 N. WATKINS AVE., SUITE 105, ORANGE, CA 92667  
 (949) 744-6432 FAX: 744-6430

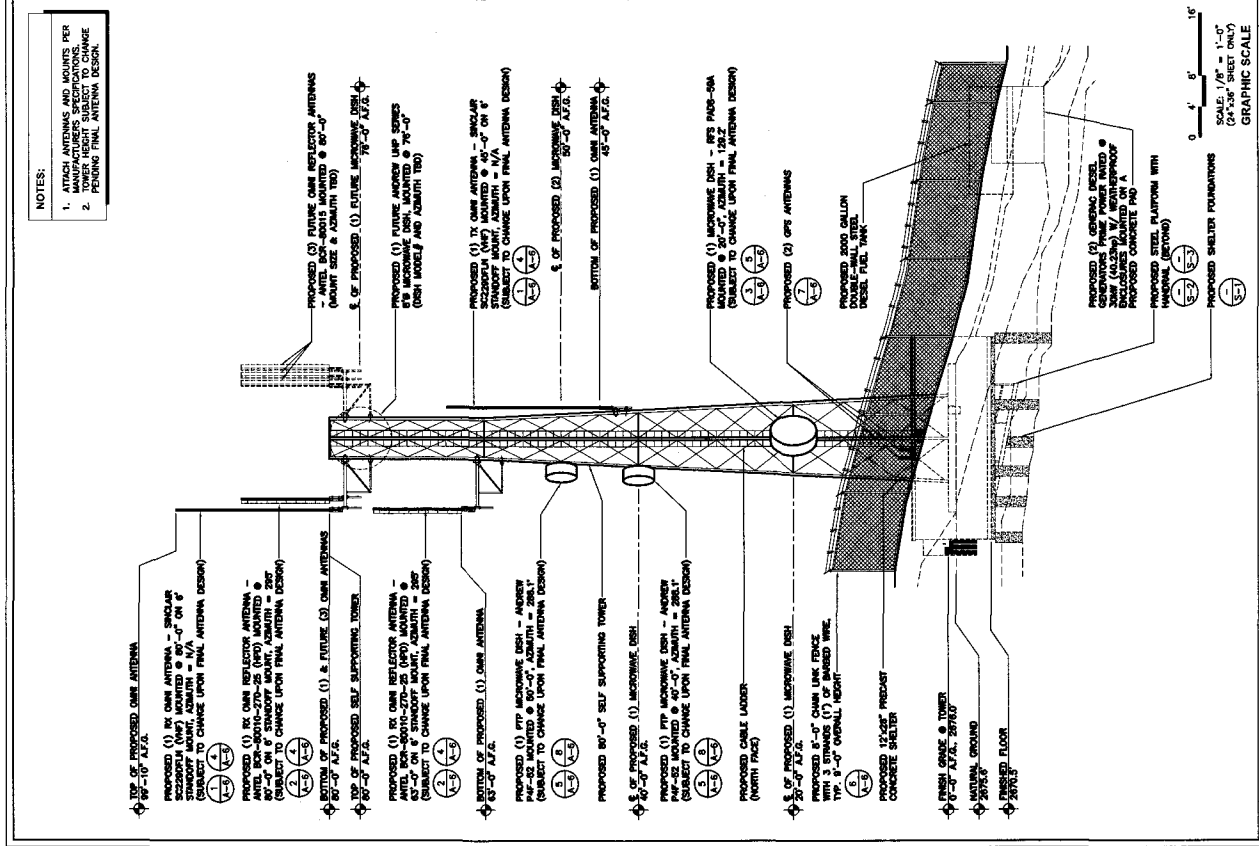
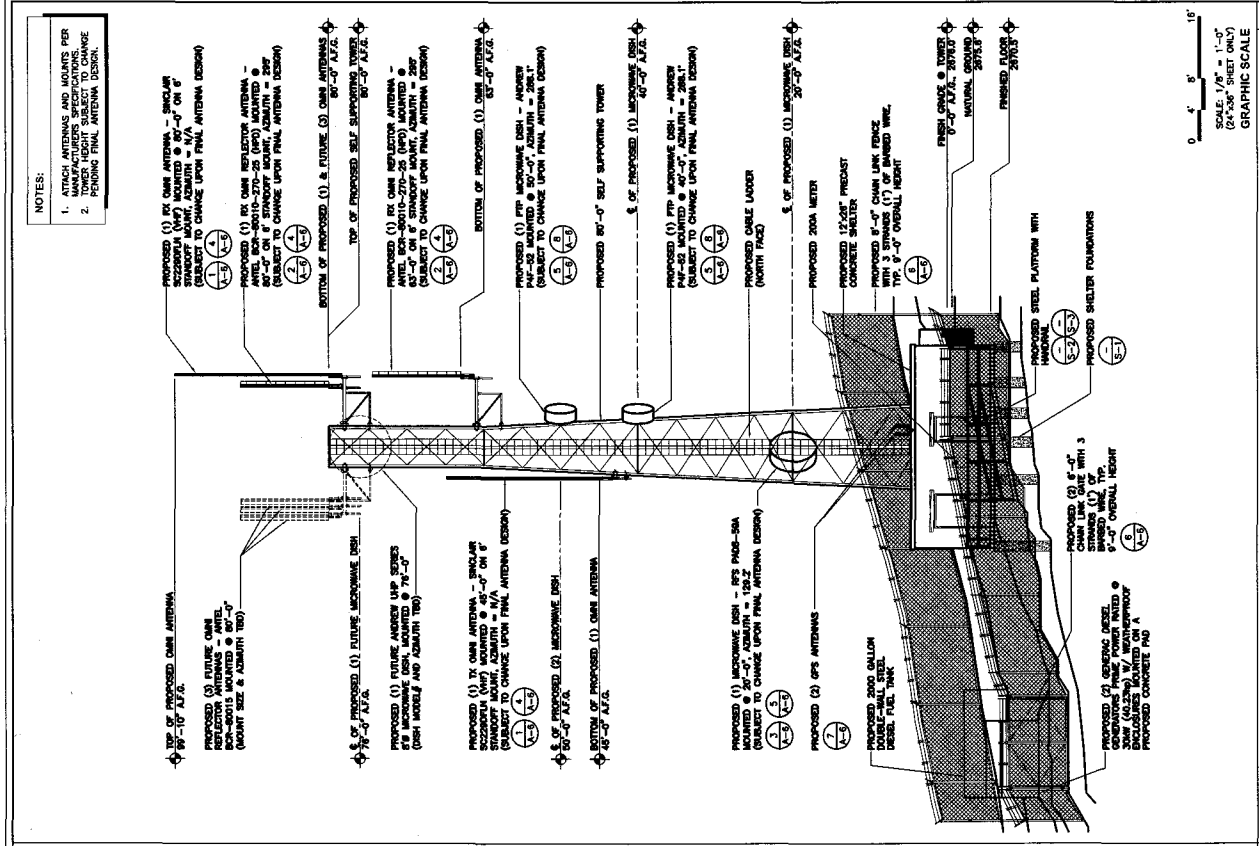
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |

**CALIFORNIA PE  
 WET STAMP TO  
 FOLLOW UPON  
 APPROVAL**

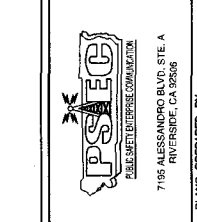
SHEET TITLE  
**NORTH & SOUTH  
 ELEVATIONS**

SHEET NUMBER  
**A-4**



**1 NORTH ELEVATION**

**2 SOUTH ELEVATION**



### COUNTY OF RIVERSIDE BLACK EAGLE D

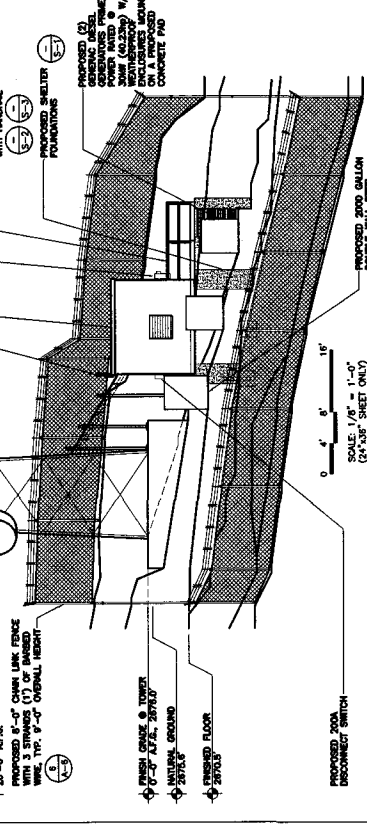
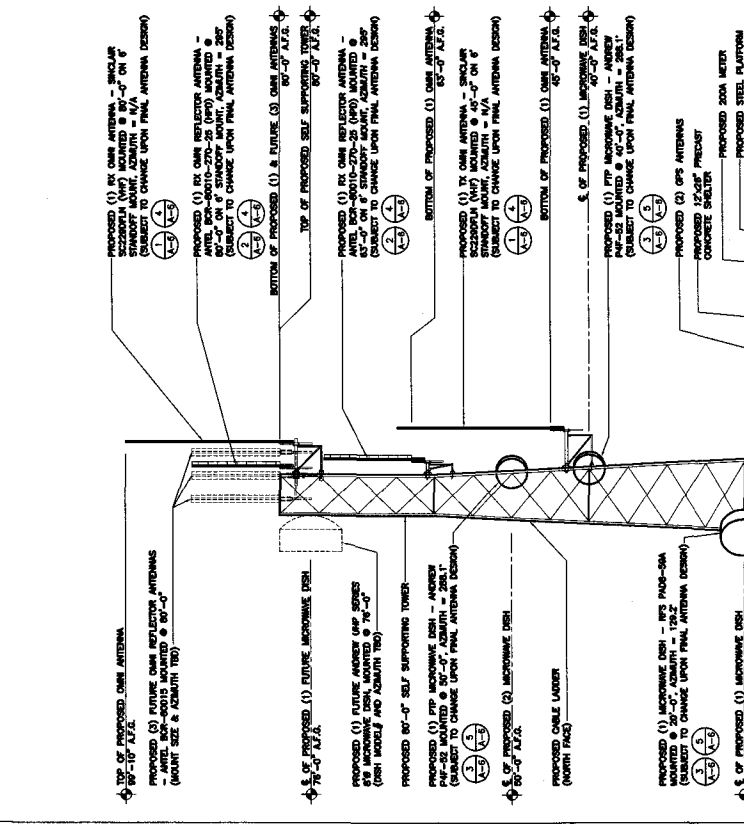
| NO. | DATE     | DESCRIPTION   | BY |
|-----|----------|---------------|----|
|     |          |               |    |
| 1   | 05/05/10 |               | SC |
| 2   | 06/23/10 | SURVEY UPDATE | SC |

### CALIFORNIA PE WET STAMP TO FOLLOW UPON APPROVAL

SHEET TITLE: EAST & WEST ELEVATIONS

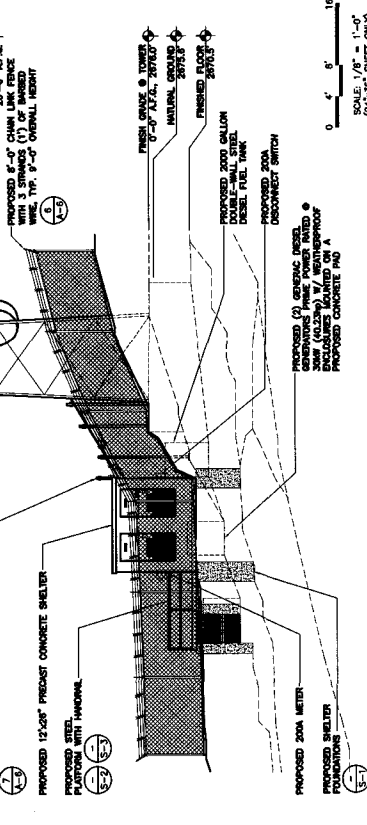
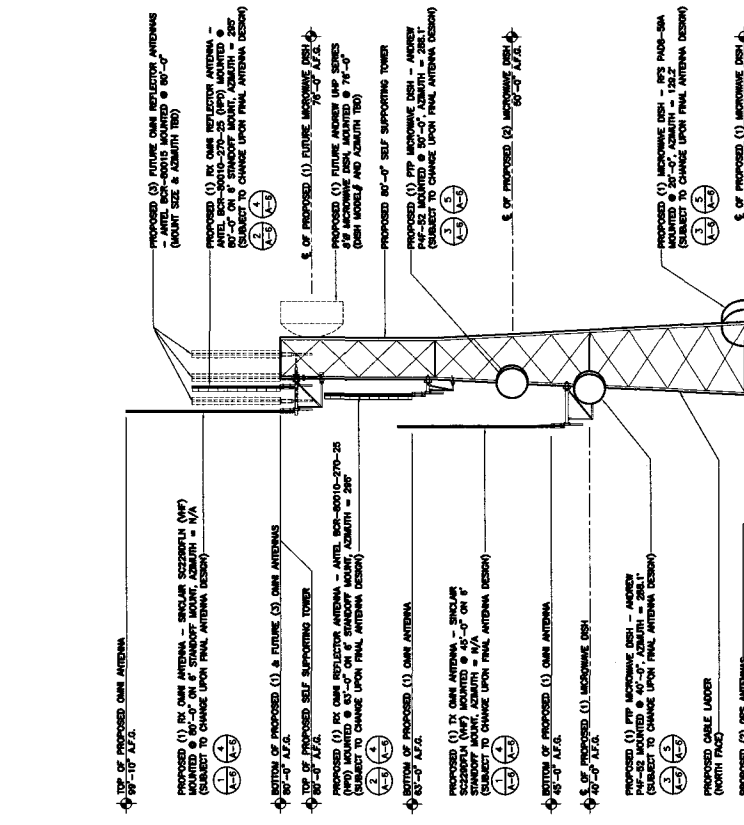
SHEET NUMBER: A-5

- NOTES:**
1. ATTACH ANTENNAS AND MOUNTS PER TOWER HEIGHT SUBJECT TO CHANGE. PENDING FINAL ANTENNA DESIGN.



1 EAST ELEVATION  
SCALE: 1/8" = 1'-0" (8 1/2" x 11" SHEET ONLY)  
GRAPHIC SCALE

- NOTES:**
1. ATTACH ANTENNAS AND MOUNTS PER TOWER HEIGHT SUBJECT TO CHANGE. PENDING FINAL ANTENNA DESIGN.



2 WEST ELEVATION  
SCALE: 1/8" = 1'-0" (8 1/2" x 11" SHEET ONLY)  
GRAPHIC SCALE

**MOTOROLA INC.**  
 6450 SECURANCE DR  
 SAN DIEGO, CA 92121

**PSECO**  
 PUBLIC SERVICE ENTERPRISE COMMUNICATION  
 7185 ALESSANDRO BLVD, STE. A  
 RIVERSIDE, CA 92506

PLANS PREPARED BY:

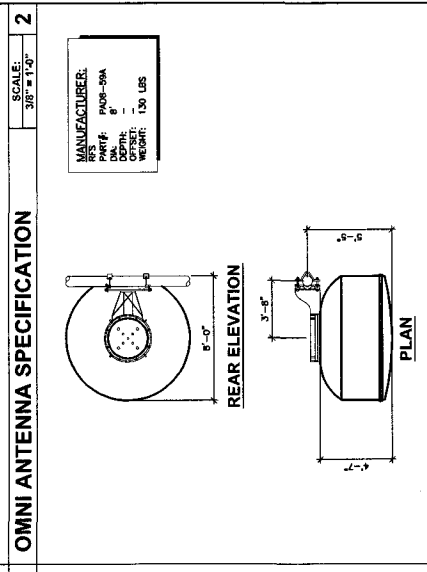
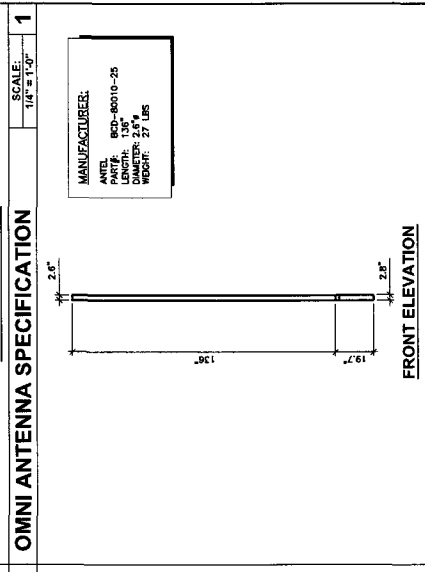
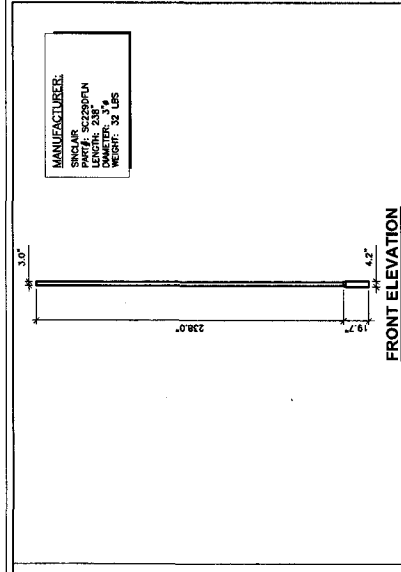
PROJECT INFORMATION  
**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |

CALIFORNIA PE  
 WET STAMP TO  
 FOLLOW UPON  
 APPROVAL

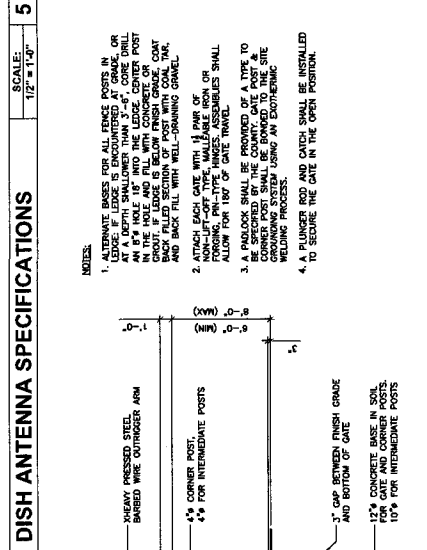
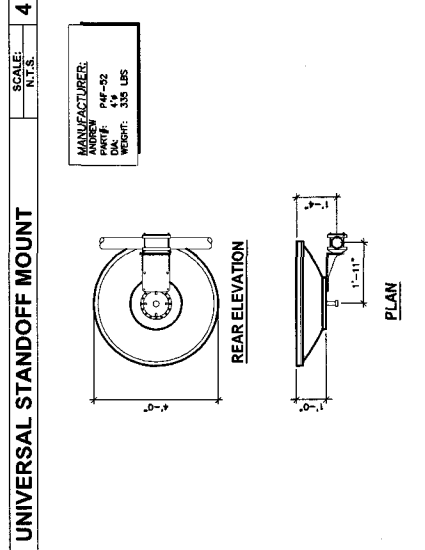
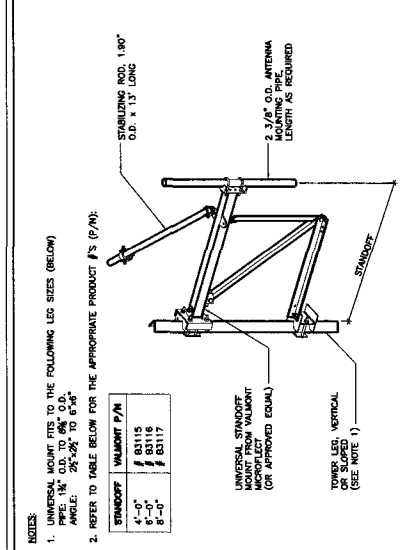
ARCHITECTURAL  
 DETAILS

SHEET NUMBER  
**A-6**



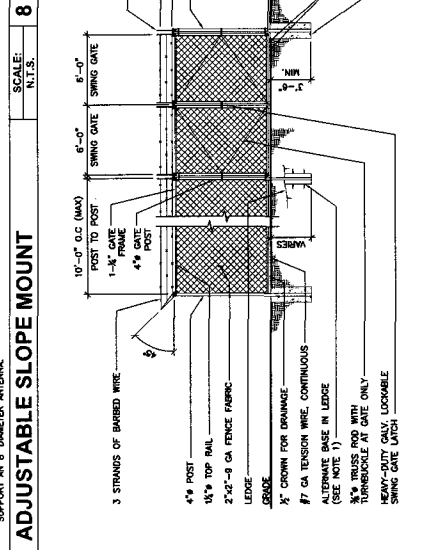
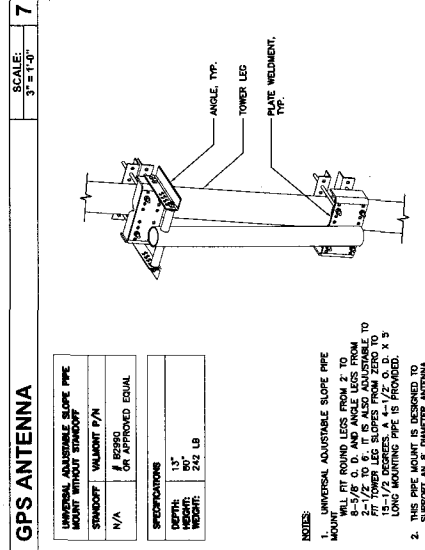
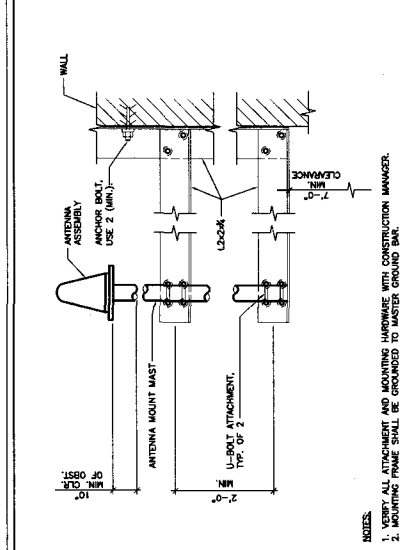
**1** SCALE: 1/4" = 1'-0"

**2** SCALE: 3/8" = 1'-0"



**4** SCALE: N.T.S.

**5** SCALE: 1/2" = 1'-0"



**7** SCALE: 3\"/>

**8** SCALE: N.T.S.

FRONT ELEVATION

UNIVERSAL STANDOFF MOUNT

GPS ANTENNA

ADJUSTABLE SLOPE MOUNT

FRONT ELEVATION

REAR ELEVATION

REAR ELEVATION

PLAN

FRONT ELEVATION

REAR ELEVATION

REAR ELEVATION

PLAN

FRONT ELEVATION

REAR ELEVATION

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PLAN

**MOTOROLA INC.**  
6450 SEQUENCE DR  
SAN DIEGO, CA 92121

**PS&E**  
3841 SHERBURN BLVD., STE. A  
RIVERSIDE, CA 92506

PLANS PREPARED BY:  
**TELE-POUL**  
1745 N. KATELLA AVE., SUITE 106, ORANGE, CA 92667  
PHONE: 714-661-3202 FAX: 714-661-6210

PROJECT INFORMATION  
**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

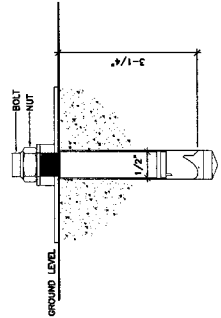
| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |
|     |          |                |    |
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|     |          |                |    |
|     |          |                |    |
|     |          |                |    |

CALIFORNIA PE  
WET STAMP TO  
FOLLOW UPON  
APPROVAL

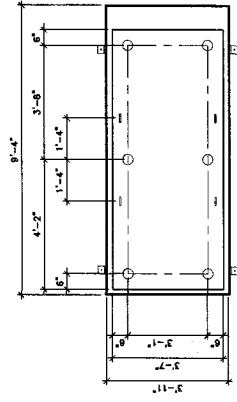
ARCHITECTURAL  
DETAILS

SHEET NUMBER  
**A-7**

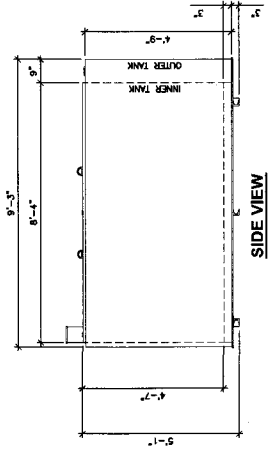
NOTE:  
1. USE (A) 1/2" MULTI RING BOLT TO EMMANLESS STEEL ANCHOR SYSTEM WITH 3"-1 1/4" EMBEDMENT.  
2. CONFORMANCE SOLUTIONS 1.000 CAL. DIESEL TANK PRODUCT CODE L0A101M03216.



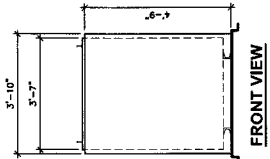
ANCHORING DETAIL  
SCALE: N.T.S.



PLAN VIEW

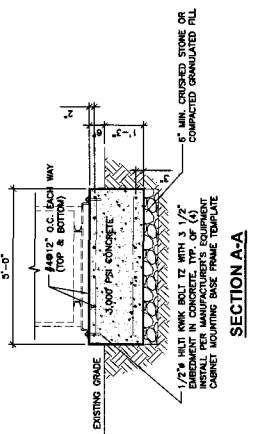


SIDE VIEW

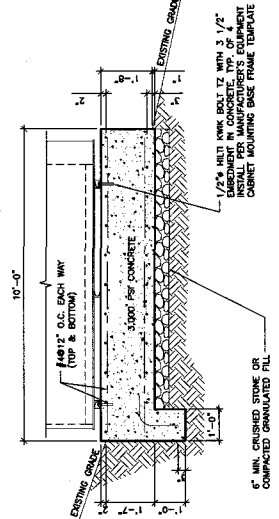


FRONT VIEW

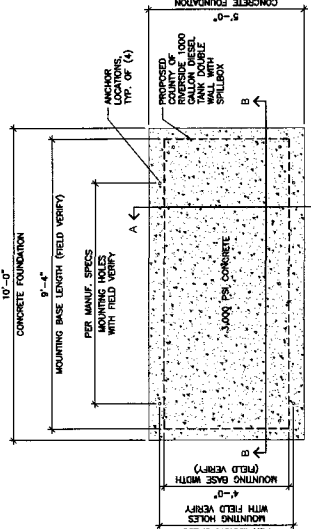
**DIESEL TANK SPECIFICATIONS** SCALE: 1/2"=1'-0"



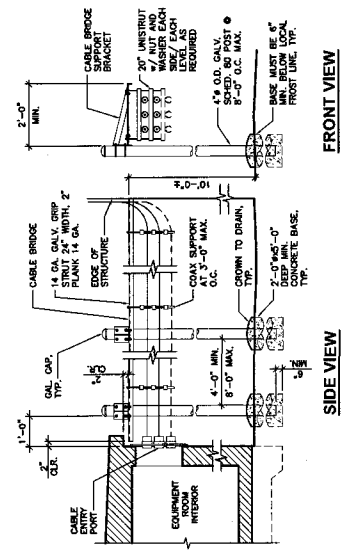
SECTION A-A



SECTION B-B



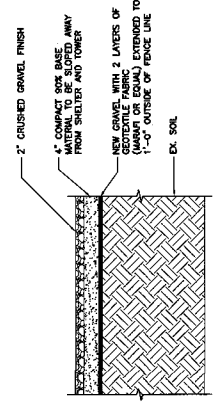
PLAN



FRONT VIEW

SIDE VIEW

**COMPOUND SURFACING** SCALE: 1/2"=1'-0"



**CONCRETE FOUNDATION DETAIL** SCALE: 1/2"=1'-0"

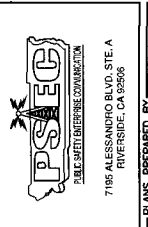
**CABLE BRIDGE FROM SHELTER** SCALE: 1/2"=1'-0"

**COMPOUND SURFACING** SCALE: N.T.S.





6450 SEQUENCE DR  
SAN DIEGO, CA 92121



7195 ALESSANDRO BLVD, STE. A  
RIVERSIDE, CA 92506



1518 W. LABELLE AVE., SUITE 100, DANFORTH, CA 95009  
VOICE: 714.262.8000 FAX: 714.262.8110

PROJECT INFORMATION

COUNTY OF RIVERSIDE  
BLACK EAGLE D

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | SC |
| 2   | 06/23/10 | SURVEY UPDATE  | SC |

CALIFORNIA PE WET STAMP TO FOLLOW UPON APPROVAL

SPECIAL INSPECTION SCHEDULE

SHEET NUMBER A-9

REQUIRED VERIFICATION & SPECIAL INSPECTION FOR TOWER

| VERIFICATION & INSPECTION  | CONTINUOUS | EVENTS | ESTIMATED DURATION                                    | DATE OF INSPECTION             |
|--|------------|--------|---|--------------------------------|
| <b>L. STEEL CONSTRUCTION</b>   |            |        |   |                                |
| 1. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS & WASHERS.   | -          | -      | PROVIDE MILL CERTS.                                   | 1704.3                         |
| 2. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.  | -          | X      | APPLICABLE ASTM MATERIAL SPECIFICATIONS, SECTION A3.3 |                                |
| 3. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.  | -          | X      | AS 3902, SECTION A3.3                                 |                                |
| <b>M. CONCRETE CONSTRUCTION</b>  |            |        |   |                                |
| 1. INSPECTION OF WELDING STRUCTURAL STEEL.   | -          | -      |   |                                |
| 2. COMPLETE AND PARTIAL PENETRATION GROOVE WELDS.  | X          | -      |   |                                |
| 3. WELDPRESS FILLET WELDS.   | X          | -      | AMS D1.1  | 1704.3.1                       |
| 4. SINGLE-PASS FILLET WELDS LESS THAN OR EQUAL TO 3/4".  | -          | X      |   |                                |
| <b>N. CONCRETE CONSTRUCTION</b>  |            |        |   |                                |
| 1. INSPECTION OF REINFORCING STEEL.  | -          | X      | ACI 318-05: 3.3, 7.1-7.7                              | 1704.4, 1913.4                 |
| 2. INSPECT BARS TO BE INSTALLED IN CONCRETE CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED.  | X          | -      |   |                                |
| 3. VERIFY USE OF REQUIRED DESIGN MIX.  | -          | X      | ACI 318-05: 5.6, 5.8, 5.9                             | 1913.5, 1913.6, 1913.7, 1913.8 |
| 4. AT THE TIME FRESH CONCRETE IS SHAWLED TO FRESH SURFACE AND AN STRENGTH TEST DETERMINE THE TEMPERATURE OF THE CONCRETE.                                    | X          | -      | ASTM C 172, ASTM C 173, ACI 318-05: 5.6, 5.8          | 1913.10                        |
| 5. INSPECTION OF CONCRETE AND SHOROTRE TECHNIQUES.   | X          | -      | ACI 318-05: 5.9, 5.10                                 | 1913.9, 1913.6                 |
| 6. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.  | -          | X      | ACI 318-05: 5.11-5.13                                 | 1913.9                         |
| 7. INSPECT FORM WORK FOR SHAPE, LOCATION AND FINISH OF THE CONCRETE MEMBER BEING FORMED.   | -          | X      | ACI 318-05: 6.1.1                                     |                                |
| <b>IL. SOILS</b>   |            |        |   |                                |
| 1. VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.  | -          | X      |   | 1704.7                         |
| 2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.   | -          | X      |   |                                |
| 3. PERFORM CLASSIFICATION AND TESTING OF MATERIAL.   | -          | X      |   |                                |
| 4. VERIFY USE OF PROPER MATERIALS, IDENTITIES AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.   | X          | -      |   |                                |
| 5. PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUB GRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.   | -          | X      |   |                                |
| <b>NL. REEF FOUNDATION</b>   |            |        |   |                                |
| 1. OBSERVE DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH PIER.   | X          | -      |   |                                |
| 2. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM PIER DIAMETERS, WELL DIAMETERS (IF APPLICABLE), PIER SPACING, AND ADEQUATE END BEARING STRATA CAPACITY. | X          | -      |   |                                |
| 3. FOR CONCRETE PIERS, PERFORM MINIMUM SECTION 1704.4 AND ACI 318.1-191.   | -          | -      | ACI 336.1-01  |                                |
| 4. MINIMUM PER REQUIREMENT FOR CONCRETE PIERS BEFORE TOWER CAN BE ERECTED.   | -          | -      | 2800 PSI  |                                |

REQUIRED VERIFICATION & SPECIAL INSPECTION FOR SHELTER

| VERIFICATION & INSPECTION   | CONTINUOUS | EVENTS | ESTIMATED DURATION                                    | DATE OF INSPECTION             |
|---|------------|--------|---|--------------------------------|
| <b>L. STEEL CONSTRUCTION</b>  |            |        |   |                                |
| 1. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS & WASHERS.  | -          | -      | PROVIDE MILL CERTS.                                   | 1704.3                         |
| 2. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.                             | -          | X      | APPLICABLE ASTM MATERIAL SPECIFICATIONS, SECTION A3.3 |                                |
| 3. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.   | -          | X      | AS 3902, SECTION A3.3                                 |                                |
| <b>M. CONCRETE CONSTRUCTION</b>   |            |        |   |                                |
| 1. INSPECTION OF WELDING STRUCTURAL STEEL.  | -          | -      |   |                                |
| 2. COMPLETE AND PARTIAL PENETRATION GROOVE WELDS.   | X          | -      | AMS D1.1  | 1704.4, 1913.4                 |
| 3. WELDPRESS FILLET WELDS.  | X          | -      | AMS D1.1  | 1913.5, 1913.6, 1913.7, 1913.8 |
| 4. SINGLE-PASS FILLET WELDS LESS THAN OR EQUAL TO 3/4".   | -          | X      |   |                                |
| <b>N. CONCRETE CONSTRUCTION</b>   |            |        |   |                                |
| 1. INSPECTION OF REINFORCING STEEL.   | -          | X      | ACI 318-05: 3.3, 7.1-7.7                              | 1704.4, 1913.4                 |
| 2. INSPECT BARS TO BE INSTALLED IN CONCRETE CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED.                                       | X          | -      |   |                                |
| 3. VERIFY USE OF REQUIRED DESIGN MIX.   | -          | X      | ACI 318-05: 5.6, 5.8, 5.9                             | 1913.5, 1913.6, 1913.7, 1913.8 |
| 4. AT THE TIME FRESH CONCRETE IS SHAWLED TO FRESH SURFACE AND AN STRENGTH TEST DETERMINE THE TEMPERATURE OF THE CONCRETE.             | X          | -      | ASTM C 172, ASTM C 173, ACI 318-05: 5.6, 5.8          | 1913.10                        |
| 5. INSPECTION OF CONCRETE AND SHOROTRE TECHNIQUES.  | X          | -      | ACI 318-05: 5.9, 5.10                                 | 1913.9, 1913.6                 |
| 6. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.   | -          | X      | ACI 318-05: 5.11-5.13                                 | 1913.9                         |
| 7. INSPECT FORM WORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.  | -          | X      | ACI 318-05: 6.1.1                                     | 1704.7                         |
| <b>IL. SOILS</b>  |            |        |   |                                |
| 1. VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.   | -          | X      |   | 1704.7                         |
| 2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.  | -          | X      |   |                                |
| 3. PERFORM CLASSIFICATION AND TESTING OF MATERIALS.   | -          | X      |   |                                |
| 4. VERIFY USE OF PROPER MATERIALS, IDENTITIES AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.                  | X          | -      |   |                                |
| 5. PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUB GRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.                          | -          | X      |   |                                |
| <b>MASONRY</b>  |            |        |   |                                |
| 1. AS MASONRY CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:  |            |        |   |                                |
| A. PROPORTIONS OF SITE PREPARED MORTAR.   | -          | X      | ART. 2.8A   |                                |
| B. CONSTRUCTION OF MORTAR JOINTS.   | -          | X      | ART. 3.3B   |                                |
| C. LOCATION OF REINFORCEMENT, CONNECTORS, PRE-STRESSING TENDONS AND ANCHORAGE.  | -          | X      | ART. 3.4, 3.4A  |                                |
| D. PRE-STRESSING TECHNIQUE.   | -          | X      | ART. 3.6B   |                                |
| E. GRADE AND SIZE OF PRE-STRESSING TENDONS AND ANCHORAGE.   | -          | X      | ART. 2.46, 2.4H                                       |                                |
| F. APPLICATION AND MEASUREMENT OF PRE-STRESSING FORCE.  | -          | X      | ART. 3.50   |                                |
| G. SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES OR OTHER CONSTRUCTION. | -          | X      | SEC. 1.2(1)(G), 2.1.4, 3.1.8                          |                                |
| H. SPECIFIED SIZE, GRADE AND TYPE OF REINFORCEMENT.   | -          | X      | SEC. 2.1(6)(2), 3.3.3.4(6)                            |                                |
| I. WELDING OF REINFORCING BARS.   | -          | X      |   |                                |
| J. PROTECTION OF REINFORCING BARS FROM CORROSION (TEMPERATURE ABOVE 90°F).  | -          | X      | SEC. 2.10(4), 2.10(4.4)                               |                                |
| K. PREPARATION OF ANY REQUIRED GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PRISMS SHALL BE OBSERVED.                                     | X          | -      | SEC. 2.10(2.2), 2.10(3)                               |                                |
| L. COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND THE APPROVED SUBMITTALS SHALL BE VERIFIED.        | -          | X      |   |                                |

NOTES & RESPONSIBILITIES OF THE SPECIAL INSPECTOR

WHERE APPLICABLE, SEE ALSO SEC 2007 SECTION 1707.1.1 SPECIAL INSPECTION FOR BEARING RESISTANCE

A. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

B. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

C. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

D. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

E. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

F. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

G. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

H. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

I. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

J. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

K. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

L. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER.

SCALE: N.T.S.

TOWER INSPECTION NOTES

SCALE: N.T.S.

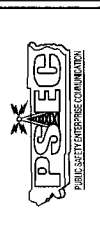
SHELTER INSPECTION NOTES

SCALE: N.T.S.

1



6450 SEQUOIA DR
SAN DIEGO, CA 92121



7135 ALESSANDRO BLVD, STE. A
RIVERSIDE, CA 92506



DIVISION OF
TELESPAN NETWORK SERVICES
1000 W. WASHINGTON ST., SUITE 100, ORANGE, CA 92667

PROJECT INFORMATION
COUNTY OF
RIVERSIDE

BLACK EAGLE D

Table with 2 columns: NO., DATE, DESCRIPTION, BY.

Table with 2 columns: SHEET TITLE, SHEET NUMBER.

MITIGATION NOTES

A-10

CULTURAL AND PALEONTOLOGICAL RESOURCES MITIGATION

MM CR-1A
... 300-FOOT BUFFER THAT GROUND-DISTURBING ACTIVITIES EXTEND BEYOND THE LIMITS OF A ...

MM CR-1B
... THERE IS A MODERATE PROBABILITY THAT SUBSURFACE CULTURAL RESOURCES RELATING TO ...

MM CR-1C
... THE OTHER ELIGIBLE PROPERTY (HISTORICAL PROPERTY) IDENTIFIED IN TABLE A-3-2 ...

MM CR-1D
... IN THE EVENT THAT GROUND-DISTURBING ACTIVITIES OCCUR, STUDIES IDENTIFIED AT TABLE ...

MITIGATION MEASURES:

MM BR-1A
... 1. LOCATION: ALL SITES SHALL COMPLY WITH THE SCAQD RULE 403 REQUIREMENTS, REGARDLESS OF ...

MM BR-1B
... 2. BIODIVERSITY MITIGATION: ...

MM BR-1C
... 3. CULTURAL AND PALEONTOLOGICAL RESOURCES MITIGATION: ...

MM BR-1D
... 4. OTHER REQUIREMENTS: ...

MM BR-1E
... 5. MONITORING AND REPORTING: ...

MITIGATION MEASURES:

MM BR-2A
... 1. CONSTRUCTION: ...

MM BR-2B
... 2. OPERATIONS: ...

MM BR-2C
... 3. CLOSURE: ...

MM BR-2D
... 4. RESTORATION: ...

MM BR-2E
... 5. MONITORING AND REPORTING: ...

MITIGATION MEASURES:

MM BR-3A
... 1. CONSTRUCTION: ...

MM BR-3B
... 2. OPERATIONS: ...

MM BR-3C
... 3. CLOSURE: ...

MM BR-3D
... 4. RESTORATION: ...

MM BR-3E
... 5. MONITORING AND REPORTING: ...

MITIGATION MEASURES:

MM BR-4A
... 1. CONSTRUCTION: ...

MM BR-4B
... 2. OPERATIONS: ...

MM BR-4C
... 3. CLOSURE: ...

MM BR-4D
... 4. RESTORATION: ...

MM BR-4E
... 5. MONITORING AND REPORTING: ...

MITIGATION MEASURES:

MM BR-5A
... 1. CONSTRUCTION: ...

MM BR-5B
... 2. OPERATIONS: ...

MM BR-5C
... 3. CLOSURE: ...

MM BR-5D
... 4. RESTORATION: ...

MM BR-5E
... 5. MONITORING AND REPORTING: ...





**MOTOROLA INC.**  
6450 SEQUENCE DR  
SAN DIEGO, CA 92121

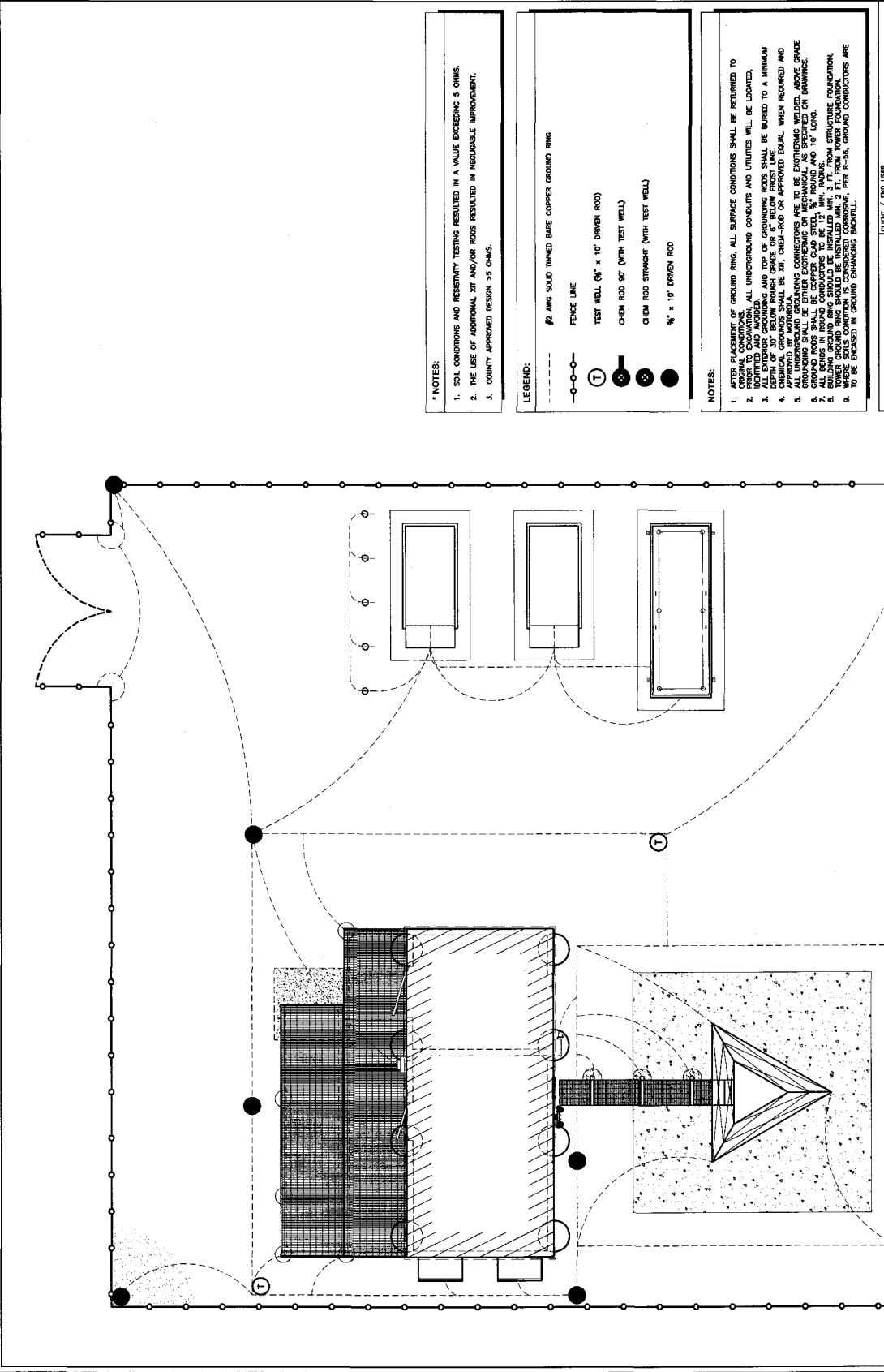
**PS&C**  
ENGINEERING CONSULTANTS  
7195 ALESSANDRO BLVD, STE. A  
RIVERSIDE, CA 92506

**LYNCOLE**  
TECHNICAL SERVICES  
3547 TORRANCE BLVD, STE. 204  
TORRANCE, CA 90503  
ENGINEERING@LYNCOLE.COM

PROJECT INFORMATION  
**COUNTY OF RIVERSIDE**  
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
| 1   | 05/05/10 | PRELIMINARY CD | XX |
| 2   | 06/23/10 | SURVEY UPDATE  | XX |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |

SHEET TITLE  
**GROUNDING PLAN**  
SHEET NUMBER  
**G-1**



\* NOTES:

- SOIL CONDITIONS AND RESISTIVITY TESTING RESULTED IN A VALUE EXCEEDING 5 OHMS.
- THE USE OF ADDITIONAL XIT AND/OR RODS RESULTED IN MEASURABLE IMPROVEMENT.
- COUNTY APPROVED DESIGN >5 OHMS.

LEGEND:

- FENCE LINE
- TEST WELL (6" x 10' DRIVEN ROD)
- CHEM ROD 90' (WITH TEST WELL)
- CHEM ROD STRAIGHT (WITH TEST WELL)
- 3/4" x 10' DRIVEN ROD

NOTES:

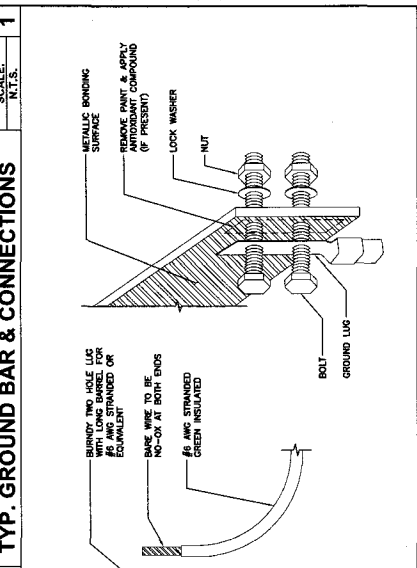
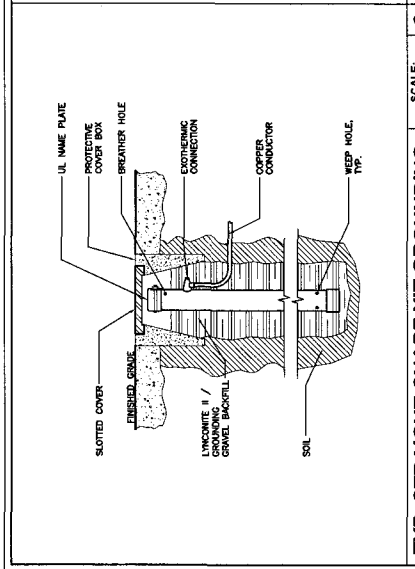
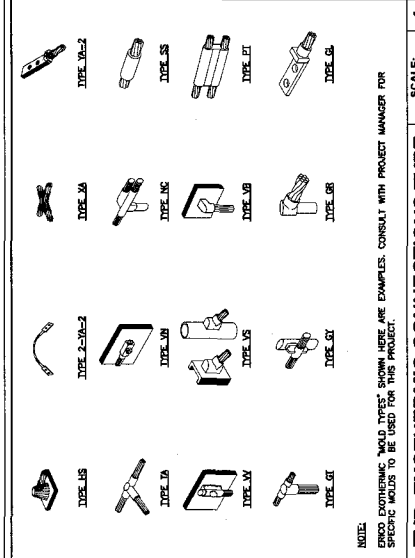
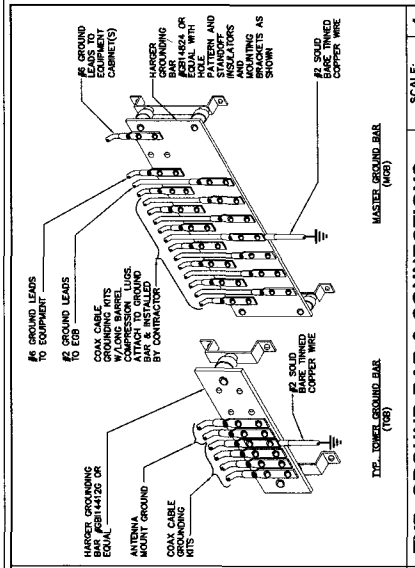
- AFTER PLACEMENT OF GROUND RING, ALL SURFACE CONDITIONS SHALL BE RETURNED TO ORIGINAL CONDITION. ALL UNDERGROUND CONDUITS AND UTILITIES WILL BE LOCATED PRIOR TO EXCAVATION.
- DEPTH OF 30" BELOW ROUGH GRADE OR 6" BELOW FIRST LINE.
- ALL UNDERGROUND GROUNDING CONNECTORS ARE TO BE EPICERMIC WELDED ABOVE GRADE.
- ALL BONDING IN ROUND CONDUCTORS TO BE 12 AWG. COPPER.
- GROUND RODS SHALL BE COPPER CLAD STEEL, 3/4" ROUGH AND 10' LONG.
- ALL UNDERGROUND GROUNDING CONNECTORS ARE TO BE EPICERMIC WELDED ABOVE GRADE.
- ALL BONDING IN ROUND CONDUCTORS TO BE 12 AWG. COPPER.
- TOWER GROUND RING SHOULD BE INSTALLED MIN. 2 FT. FROM TOWER FOUNDATION.
- ALL SURFACE CONDUITS SHALL BE INSTALLED PER R-35, GROUND CONDUCTORS ARE TO BE ENCASED IN GROUND GRABBING BASKET.

CLIENT / END USER: MOTOROLA - COUNTY OF RIVERSIDE  
DRAWING PROJECT NAME: BLACK EAGLE D  
TITLE: GROUNDING PLAN  
LOCATION (COUNTY): RIVERSIDE COUNTY  
CALCULATED RESISTANCE: <13 OHMS  
DRAWN BY: XX  
APPROVED BY: XX  
DATE: 06/16/2008  
REFERENCE NUMBER: XX  
SCALE: 1/4" = 1'  
LTS NUMBER: 000000-21

**LYNCOLE**  
TECHNICAL SERVICES  
3547 TORRANCE BLVD, STE. 204  
TORRANCE, CA 90503  
(800)962-2610 FAX (310)214-1114  
ENGINEERING@LYNCOLE.COM

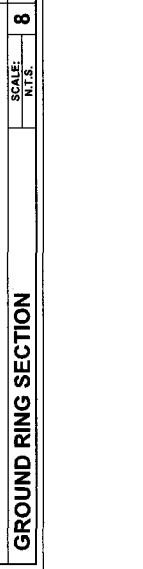
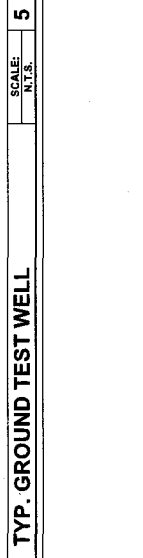
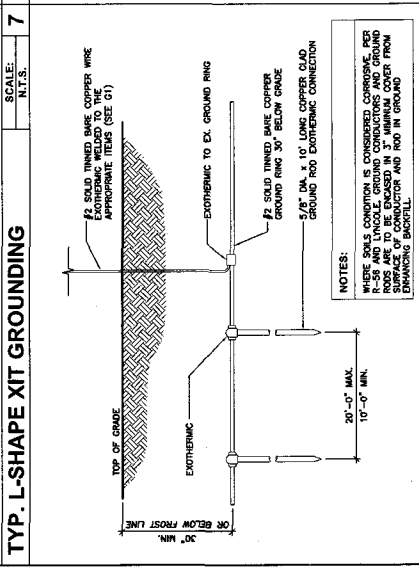
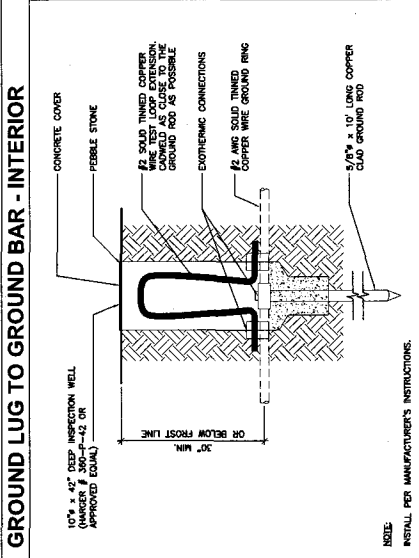
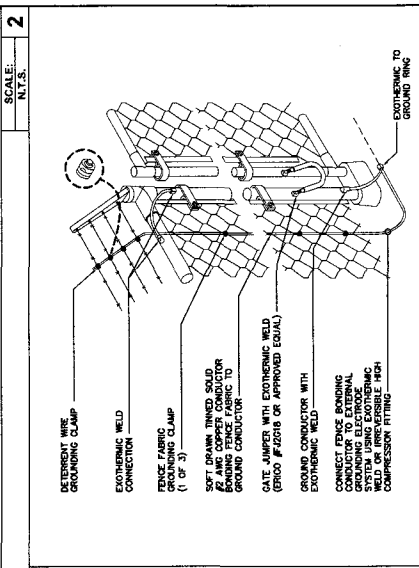
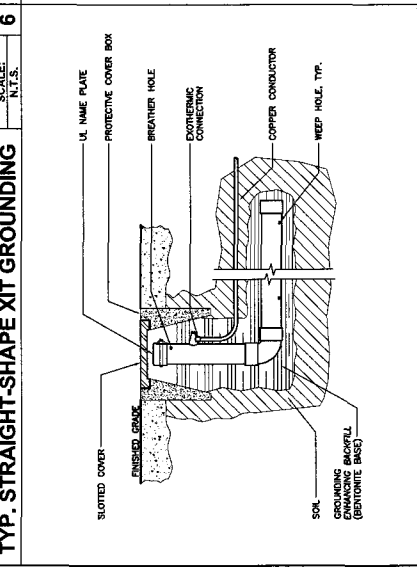
SOIL DATA PROVIDED BY: MOTOROLA





| WIRE SIZE                | BURNED LUG | BOLT SIZE             |
|--------------------------|------------|-----------------------|
| #4 AWG GREEN INSULATED   | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2 AWG SOLID TINED       | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2 AWG GREEN INSULATED   | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2/0 AWG GREEN INSULATED | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #4/0 AWG GREEN INSULATED | YASB-2N    | 1/2" - 16 NC S 2 BOLT |

NOTES:  
1. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, GROUND LUG, GROUND BAR, LOCK WASHER, CONDUCTOR WIRE, ANTI-OSX OR EQUIVALENT, SHALL BE PLACED WHERE ALL DISSIMILAR METALS CONNECT.  
2. CONDUCTOR WIRE SHALL BE EXOTHERMIC WELDED TO THE GROUND BAR.  
3. ALL LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.



| WIRE SIZE                | BURNED LUG | BOLT SIZE             |
|--------------------------|------------|-----------------------|
| #4 AWG GREEN INSULATED   | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2 AWG SOLID TINED       | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2 AWG GREEN INSULATED   | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #2/0 AWG GREEN INSULATED | YASC-2TC38 | 3/8" - 16 NC S 2 BOLT |
| #4/0 AWG GREEN INSULATED | YASB-2N    | 1/2" - 16 NC S 2 BOLT |

NOTES:  
1. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, GROUND LUG, GROUND BAR, LOCK WASHER, CONDUCTOR WIRE, ANTI-OSX OR EQUIVALENT, SHALL BE PLACED WHERE ALL DISSIMILAR METALS CONNECT.  
2. CONDUCTOR WIRE SHALL BE EXOTHERMIC WELDED TO THE GROUND BAR.  
3. ALL LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.





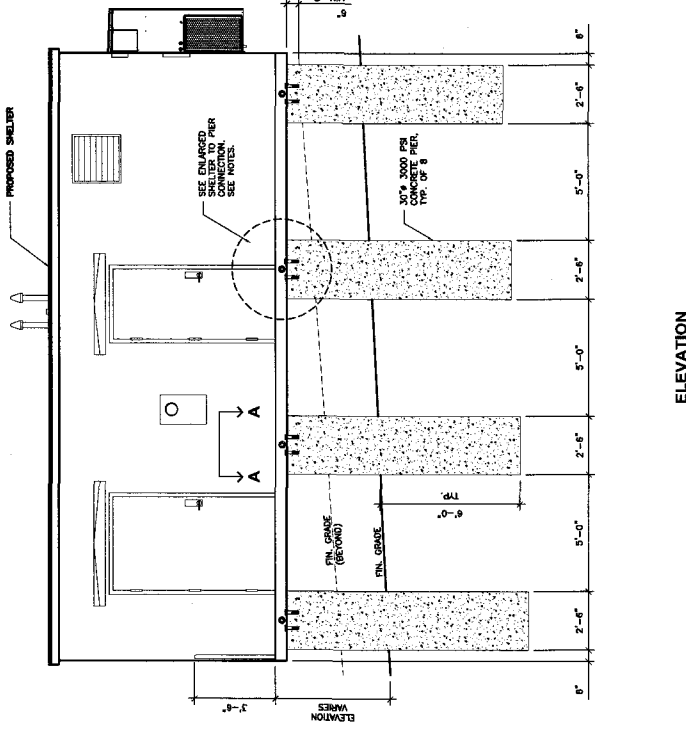
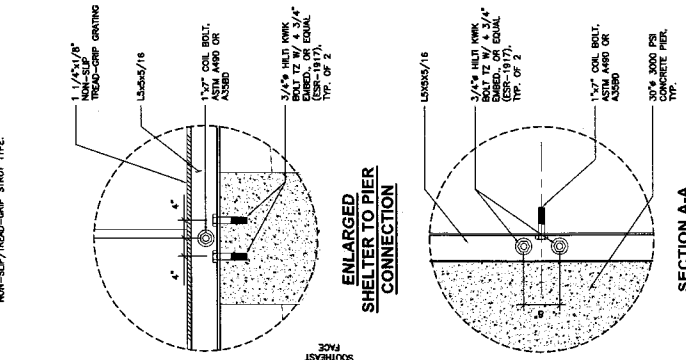
| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
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| 2   | 06/23/10 | SURVEY UPDATE  | SC |
|     |          |                |    |
|     |          |                |    |
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|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |
|     |          |                |    |

**CALIFORNIA PE  
WET STAMP TO  
FOLLOW UPON  
APPROVAL**

**STRUCTURAL  
DETAILS**

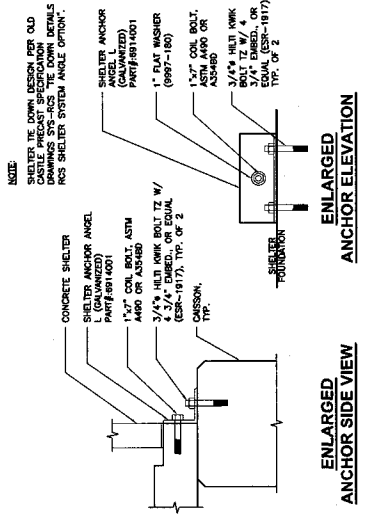
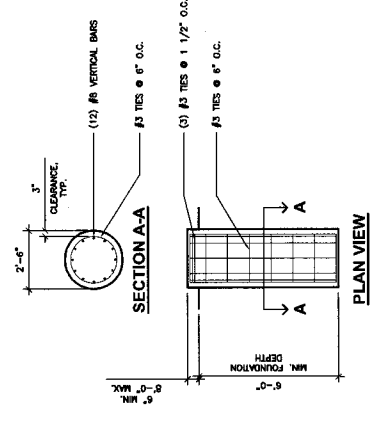
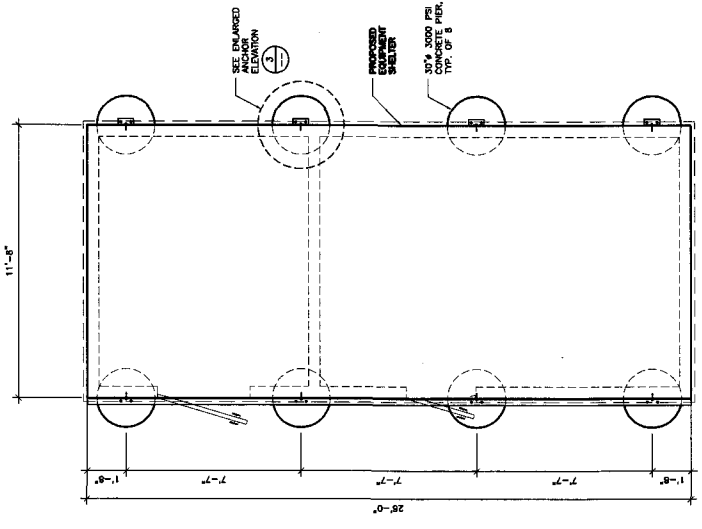
**S-1**

- NOTES:
1. ALL EXPOSED STEEL MEMBERS TO BE HOT DIP GALVANIZED. ALL PAINTING SURFACES TO BE NON-SLIP/FRS-2000 SHIP BOND TYPE.



**1 EQUIPMENT SHELTER FOUNDATION & CONNECTION**

**4 SHELTER FOUNDATION PLAN**



**2 CAISSON**

**3 SHELTER ANCHOR ANGLE**

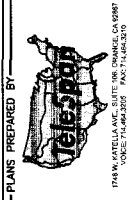
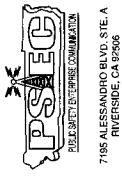
SCALE: 3/8" = 1'-0"

SCALE: 3/8" = 1'-0"

SCALE: N.T.S.

SCALE: 3/8" = 1'-0"

**MOTOROLA INC.**  
 6450 SEQUENCE DR  
 SAN DIEGO, CA 92121



PLANS PREPARED BY:  
**PROJECT INFORMATION**  
**COUNTY OF RIVERSIDE**

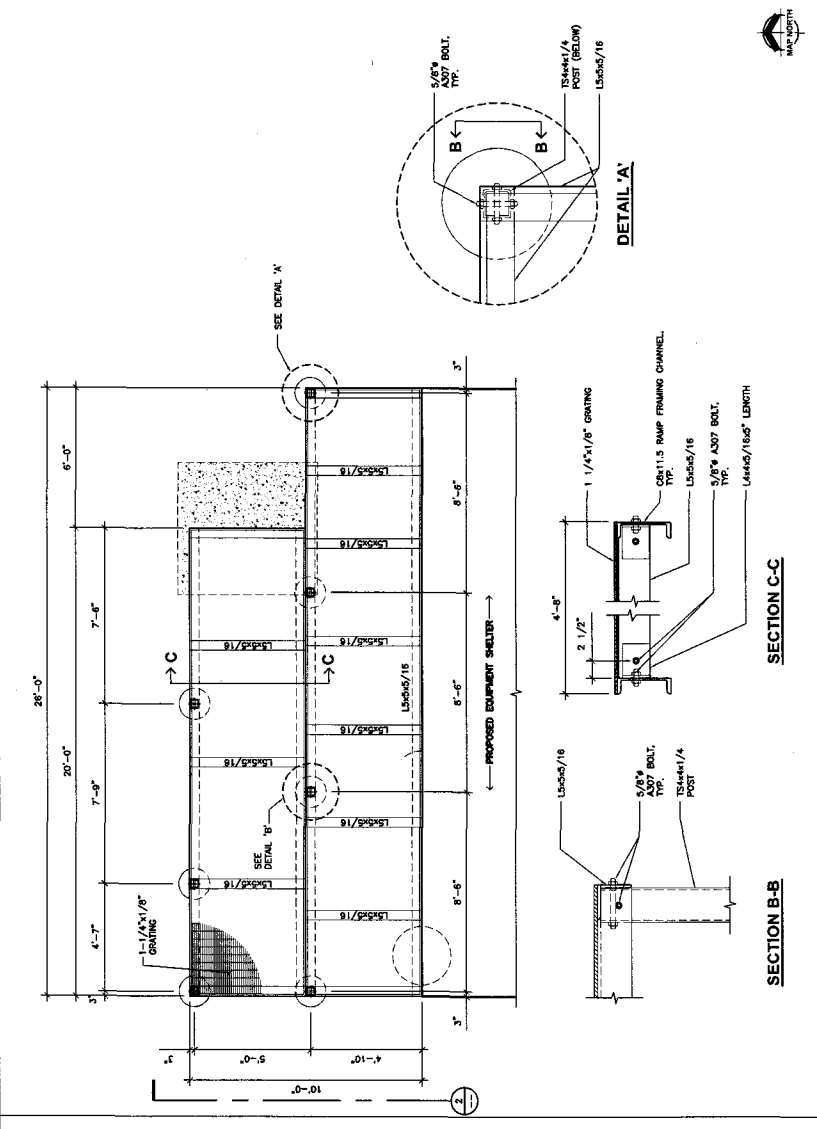
**BLACK EAGLE D**

| NO. | DATE     | DESCRIPTION    | BY |
|-----|----------|----------------|----|
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**CALIFORNIA PE WET STAMP TO FOLLOW UPON APPROVAL**

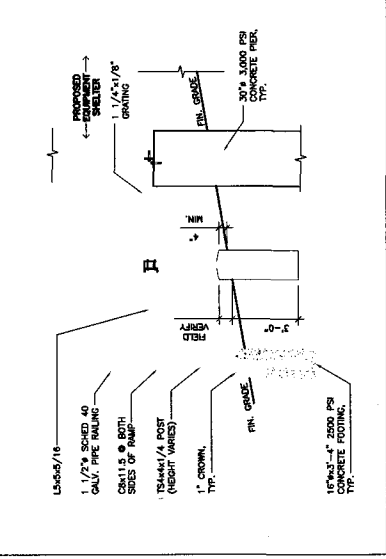
SHEET TITLE  
**STRUCTURAL DETAILS**

SHEET NUMBER  
**S-2**



**LANDING PLATFORM FRAMING & RAMP**

SCALE:  
 3/8" = 1'-0"



**LANDING PLATFORM & STAIR SECTION**

SCALE:  
 1/4" = 1'-0"

**2**



ATTACHMENT 4  
TEMPORARY ACCESS LICENSE AGREEMENT

RECORDED AT REQUEST OF AND RETURN TO:  
ECONOMIC DEVELOPMENT AGENCY  
REAL ESTATE DIVISION, ON BEHALF OF  
THE INFORMATION TECHNOLOGY DEPARTMENT  
3403 10TH STREET, SUITE 500  
RIVERSIDE, CALIFORNIA 92501

FREE RECORDING  
THIS INSTRUMENT IS FOR THE BENEFIT OF  
THE COUNTY OF RIVERSIDE, AND IS  
ENTITLED TO BE RECORDED WITHOUT FEE.  
(GOVT. CODE 6103)

**TEMPORARY ACCESS LICENSE AGREEMENT**  
**(EAGLE MOUNTAIN)**

This TEMPORARY ACCESS LICENSE AGREEMENT ("**Agreement**") is dated \_\_\_\_\_, 2010 ("**Effective Date**"), and is among KAISER EAGLE MOUNTAIN, LLC ("**Kaiser**"), a Delaware limited liability company, MINE RECLAMATION, LLC, a California limited liability company ("**Mine Reclamation**") and the County of Riverside ("**County**"), a political subdivision of the State of California (each, a "**Party**"; collectively, "**the Parties**"). Kaiser and Mine Reclamation are sometimes collectively referred to herein as the "**Grantors**".

**RECITALS**

A. On August 9, 2000, the County Sanitation District No. 2 of Los Angeles County (the "**District**") entered into an Agreement for Purchase and Sale of Real Property and Related Personal Property in Regard to the Eagle Mountain Landfill and Joint Escrow Instructions (the "**Purchase and Sale Agreement**"), under which Mine Reclamation agrees to transfer to the District the Eagle Mountain Landfill Project (the "**Landfill Project**"). The sale of the Landfill Project includes certain real property interests situated in the unincorporated area of Riverside County, California, more particularly depicted on Attachment 1 attached hereto (the "**Landfill Property**"). At this juncture, the sale of the Landfill Project is pending subject to the final resolution of a court challenge by Landfill Project opponents and the satisfaction of certain conditions precedent in the Purchase and Sale Agreement.

B. Inside the Southern boundary of the Landfill Property is a portion of an unimproved, two-lane roadway, commonly known as the South Main Haul Road (the "**Access Road**"). The Access Road is depicted in Attachment 2 as it currently exists. The Parties acknowledge that the precise location of the Access Road may change from time-to-time for operational and other reasons.

C. Kaiser owns certain real property ("**Kaiser Retained Property**") that is adjacent to the Landfill Real Property and is more particularly depicted in Attachment 3. A small portion of the Access Road, known as the "**Horseshoe**", is located on Kaiser Retained Property, as well as the portion of the Access Road located above (that is, generally North of ) the Landfill Property; the remainder of the Access Road is situated on the Landfill Real Property.

D. Effective upon the closing provided for in the Purchase and Sale Agreement, the District and Kaiser shall jointly use the Access Road, upon the terms and to the extent provided for in a joint use agreement ("**Joint Use Agreement**") to be entered into by Kaiser and the District. The

Joint Use Agreement will address, among other things, when Kaiser or District shall act on behalf of the Grantors under this Agreement.

E. County desires to construct, maintain and operate an emergency communications tower and related improvements on certain Kaiser Retained Property (the "**Communications Facility**"). To gain access to the site of the Communications Facility, the County needs the ability to have non-exclusive use of the Access Road.

F. The Parties accordingly enter into this Agreement to set forth their respective rights, obligations, and interests in connection with the granting to County of a license for use of the Access Road, all on the terms set forth below. The construction, maintenance and operation of the Communications Facility and the lease of the land for the Communications Facility is addressed under that certain separate Communications Facility Lease Agreement between Kaiser and the County.

NOW, THEREFORE, Grantors and County agree as follows:

1. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, Grantors do hereby grant to County a non-exclusive license (the "**License**") for a period of twenty-five (25) years (the "**Initial Term**"), for use of the Access Road by County, its contractors, employees, and agents (collectively, "**County Parties**") solely for the purpose of accessing the Communications Facility to construct, maintain, repair and operate the Communications Facility (the "**Access Rights**"). The Initial Term of this Agreement may be extended by County, provided that County is not in default under this Agreement, upon the same terms and conditions as set forth in this Agreement except that the License Fee shall be adjusted as set forth in Section 5 of this Agreement, for an additional period of 25 years (the "**Extended Term**") upon written notice from County to Grantors sent at least twelve (12) months prior to the expiration of the Initial Term. (The License granted County shall not be construed as an interest in real estate, but rather a license which may not be revoked except upon the express terms of Section 9 of this Agreement. County shall not use the License for any other purpose than as set forth in this Agreement or as may be expressly agreed to in writing by both of the Parties, and shall not use the License in any manner that could result in the Kaiser Retained Property or the Landfill Project becoming subject to regulation by the California Public Utilities Commission or the United States Interstate Commerce Commission. This Agreement does not grant County the right to use any Landfill Project or Kaiser facilities other than the Access Road.

2. **CONDITIONS OF LICENSE.** County's License is subject to following terms and conditions:

a. County accepts the Access Road in the condition existing as of the Effective Date, subject to all applicable zoning, municipal, county and state laws, Landfill Project conditions, ordinances and regulations, if any, governing and regulating the use of the land subject to the License. Grantors make no warranties, express or implied, as to fitness of the space on, under or above the Access Road for the use being made or intended to be made by County. County is subject to all senior covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, and all other applicable and superior matters of record affecting the land subject to the License. In accepting the License, County accepts the space in, under and above and the land within the Access Road in its present physical condition, as well as any change in the physical condition that arises from customary practices or operating the proposed Landfill Project, normal wear and tear to the Access Road or from Force Majeure Events (as defined in Section 13 below) excepted. There shall be no material modifications to the Access Road by Grantee without Grantors prior written consent, which consent shall not be unreasonably condition or denied as long as the modification would not



interfere with the operation of the Landfill Project or Kaiser's operations as they may exist from time to time.

b. To the extent applicable, County shall keep the Landfill Project and Kaiser Retained Property free from any mechanic's liens arising out of any work performed, materials furnished or obligations incurred by County in connection with the Communications Facility and use of the Access Road, and agrees to defend, indemnify and hold harmless Grantors from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorney's fees incurred by Grantors in connection therewith. If any such lien shall be filed, County shall notify Grantors promptly. County shall either cause the lien to be discharged of record within twenty (20) days after the date of filing of the same or, if County in good faith determines to contest such lien, County shall furnish such security as may be necessary to (a) prevent any foreclosure proceedings against the Landfill Project and Kaiser Retained Property during the pendency of such contest, and (b) cause Grantor's title insurance company to remove such lien as a matter affecting title on a preliminary title report with respect thereto. If County shall fail to perform its obligation in this subsection to remove any lien for which County is responsible, Grantors shall have, in addition to all other remedies provided herein or by law, the right but not the obligation to cause such lien to be removed by such means as Grantors shall deem proper, including payment of or defense against the claim giving rise to such lien. Nothing herein shall imply any consent by Grantors to liability under any mechanics' or other lien law. The covenants in this Section 2.b. shall survive the termination of this Agreement.

c. Until the Termination Date (as defined in Section 8 below), County shall:

(1) Have the ability to use the Access Road on a non-exclusive basis as provided in this Agreement provided such use does not Impair Landfill and Kaiser Operations. For purposes of this Agreement, the term "**Impair Landfill and Kaiser Operations**" shall mean any conduct or activities of County, or condition of the Access Road as caused by County, that leads directly or indirectly to an actual adverse impact on any operations on the Kaiser Retained Property or on the Landfill Project, including delay, hindrance, impedance, or obstruction of any Kaiser or Landfill Project activities or operations, Kaiser or Landfill Project revenues, assets, business, or properties, or any physical damage to the Landfill Project or Kaiser operations.

(2) Undertake all construction, improvements, repairs and maintenance, if any, to the Access Road (collectively, "**Work**") in a diligent, good and workmanlike manner according to and in conformity with Plans and Specifications (as defined below), all laws and accepted industry practices. County shall schedule any Work on the Access Road with Grantors in advance to ensure that the Work does not impair the Landfill Project and the Kaiser Retained Property. County shall furnish Kaiser and District at its own expense a reasonably detailed plans and specifications ("**Plans and Specifications**") for the Work at least two weeks prior to the commencement of any work on the Access Road. Kaiser and District shall have fifteen (15) business days from its receipt of County's Plans and Specifications to approve or disapprove same, in writing, which approval may not be unreasonably withheld; provided however, Kaiser and District may approve or disapprove any portion of the Plans and Specifications that require modifications to the Access Road in their respective good faith judgment. In the event either Kaiser or District fails to disapprove the Grantee's Plans and Specifications (with a clear statement of the reasons for such disapproval) within the fifteen (15) business day period referenced in the prior sentence, the Plans and Specifications shall be deemed approved. The approval by Kaiser or the District of any Plans and Specifications will not be deemed to be a representation or warranty by Kaiser or District as to the adequacy or sufficiency of such Plans and Specifications for any use or purpose.

(3) Obtain, and keep in full force and effect, all required authorizations, permits, consents, approvals, and other entitlements (collectively, "**Entitlements**") necessary for County's use of the Access Road.

(4) Fully comply with all statutes, rules, consents, permits or orders of any governmental entity (exercising jurisdiction over the Landfill Project, the Access Road or the Kaiser Retained Property (collectively, "**Applicable Law**").

(5) Grantors shall have no obligation to provide guard or other security measures for or on behalf of County.

3. **OPERATING CONSIDERATIONS.** The Parties shall conduct their activities with respect to the Kaiser Retained Property and the Landfill Property in connection with the License in accordance with the following:

a. County shall not construct, reroute, or relocate, or permit to be constructed, rerouted or relocated any fences, structures, roads, or other improvements of any kind, other than in connection the use of the Access Road and as expressly provided in this Agreement.

b. County shall not use the Landfill Property and the Kaiser Retained Property other than the Access Road, or otherwise obstruct, or damage the Landfill Property and the Kaiser Retained Property. County shall protect the then existing Access Road when conducting Work and in constructing, maintaining, repairing and operating the Communications Facility, and shall undertake immediately all measures necessary to avoid or mitigate damages with respect to conduct or activities that will impair Landfill and Kaiser Operations the Kaiser Retained Property. In the event County or any of the County Parties damage any portion of the Kaiser Retained Property and the Landfill Property, including the Access Road, or any equipment or facilities related to the Landfill Project or Kaiser operations (collectively, "**Kaiser and Landfill Property**"), then County shall promptly repair or replace the damaged property at its sole cost within forty-eight (48) hours of receiving notice to repair or replace all Kaiser and Landfill Property. If damage to the caused by any of the County Parties is not timely repaired as provided herein, or if an emergency exists that requires repairs to such damage to the Kaiser and Landfill Property caused by any of the County Parties within said forty-eight (48) hour period, then Grantors may at their election make such repairs and shall be reimbursed by County for their reasonable expenses within ten (10) days of County's receipt of an invoice related to said expenses. If damage occurs to the Access Road as a result of a Force Majeure Event, the County shall pay its proportionate share of the costs to repair the Access Road based upon a formula that takes into consideration the frequency, duration and stress of County use of the Access Road compared to frequency, duration and stress of the overall use of the Access Road by others.

c. To the extent practical, the Parties shall coordinate their operations so that any construction, repair or maintenance work will be conducted so as to avoid interruption to the Parties' respective operations.

d. County shall not assign or otherwise convey its License or any interest therein without obtaining the prior written consent of Grantors, which consent shall not be unreasonably withheld, conditioned or delayed.

e. Grantors may establish and enforce reasonable operational and safety measures with respect to County's Access Rights. Said operational and safety measures shall not have a material adverse effect on the County's Access Rights. Grantors reserve the right to exclude or restrain any person committing or attempting to commit any nuisance or crime.

*f.* Grantors and District at no cost to County may from time to time repair, improve, reroute, relocate or otherwise alter the Access Road in accordance with the terms of the Joint Use Agreement or the Purchase and Sale Agreement, and any present or future Access Road and in such event, The License granted to County shall be subject at all times to the paramount rights of Grantors to use the Access Road and the Landfill Property. County shall be entitled to use the new or reconstructed Access Road subject to all of the terms and conditions of this Agreement. To the extent practical, the Parties will attempt to coordinate their operations so that any alterations to the Access Road described in this subsection *f.* may be performed or imposed in a manner that minimizes interruption to each Party's operations.

*g.* If title to any part of the Access Road is defective, the Parties shall have the right, but not the obligation, to undertake to cure any such defects or to defend or to initiate litigation to perfect, defend, or cure title to the Access Road. Any actions that a Party elects to take or pursue pursuant to this subsection *g.* shall be at its sole discretion and at its sole cost. The Parties shall assist and cooperate reasonably with the other Parties in any such endeavors, including without limitation, by the execution and filing of pertinent documents. Said other Parties shall not be obligated to incur or bear any out-of-pocket costs in connection with such assistance and cooperation efforts.

*h.* The District shall have priority in its use of the Access Road for all purposes associated with the operation, maintenance, and construction of the Landfill Project under the terms the Joint Use Agreement and the Purchase and Sale Agreement. Following the construction of the, and the Communications Facility, County shall use the Access Road solely and exclusively for purposes of vehicle ingress and egress to inspect, maintain, repair and operate the Communications Facility as needed; provided, that such use does not materially interfere with the District's or Kaiser's operations. In that regard, County shall coordinate its traffic schedule with Grantors to ensure that its use does not bring about any Impair Landfill and Kaiser Operations. The Grantors may maintain traffic control, enforce safety measures, and coordinate the use and operation of the Access Road and County agrees to comply at all times with all site rules, regulations, or permit conditions established by the Grantors or any other governmental agency responsible for the site or vehicle safety. County may not use or permit the Access Road to be used for any of the following uses or in the following manner without the prior written approval of the Grantors, which approval may be granted or not granted in their sole and absolute discretion: (a) in a manner that does not materially comply with law or for any purpose that is not fully permitted and approved by all applicable Entitlements (as defined below); (b) in a manner that is inconsistent with the safe and appropriate use; and (c) for the transportation of materials or substances that are not permitted under the permits and approvals for the Landfill Project.

*i.* County shall be responsible to obtain and maintain all entitlements, permits, approvals and consents (collectively "**Entitlements**") required with respect to the use of the Access Road. However, each of the Parties covenants to cooperate in all reasonable ways with efforts by the other Party to obtain or maintain entitlements for their respective projects and operations from third parties, including without limitation, at the request and subject to the direction of the Party seeking to obtain or maintain the Entitlements, by the execution and filing-of documents, consents or other instruments. Each of the Parties covenants not to oppose, challenge, appeal or interfere with any efforts by each other Party to obtain or maintain any Entitlements. Notwithstanding the foregoing, Grantors shall not be required to accept any condition that may impair the Kaiser and Landfill Property and related operations. Nothing in this Subsection is intended to alter the terms of that certain Development Agreement No. 64 related to the Landfill Project (the "**Development Agreement**"). Should there be any conflict between the terms of the Development Agreement and this Agreement, the terms of the Development Agreement shall control.

*j.* County Parties shall not cause any desert tortoise or other endangered or threatened species to be "taken" under Applicable Law (including in compliance with any applicable permits held by the Parties). County shall be solely responsible for any such takings by any of the County Parties and shall indemnify and hold harmless Grantors from and against all Liabilities (as defined in Section 11) that that arise out of or relate to the taking of any endangered or threatened species by any of the County Parties.

**4. PAYMENT TERMS.** In addition to the other consideration being provided by the County in this Agreement, County shall pay to Kaiser on or before the Effective Date and each annual anniversary thereafter a yearly fee of Five Hundred Dollars (\$500.00), which shall be annually adjusted as provided herein (the "License Fee"). The Parties acknowledge the License Fee represents the fair market value of the License. Such annual License Fee shall increase at the rate of three (3%) per year on a compounded basis commencing on the first anniversary of this License. The annual License Fee during the Extended Term of this Agreement, if any, shall be the License Fee paid during the immediately preceding year adjusted in accordance with the most current twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U) (West Urban Area) as published by the United States Government or any successor index.

**5. PROPERTY TAXES.** County shall timely pay all taxes and assessments, if any, that become due and payable with respect to the Communications Facility, and this License.

**6. INSURANCE** The insurance requirements provided herein are in addition to the indemnification obligations of the County. All of the County's agents, contractors and subcontractors, and, in the event the County is no longer self-insured, the County shall, at their own expense, procure, carry, and maintain in full force and effect at all times during the term of this License and until County satisfies all its obligations under Section 7 (Restoration Obligations) and shall require all subcontractors to maintain in full force and effect, the insurance coverage and limits of insurance set forth in this Section 6, which shall be maintained with insurers and under forms of policies satisfactory to Grantors. The insurance provided under this Section 6 shall be written as "occurrence" type policies, shall provide for defense costs "ex-limits," and shall protect Grantors and such other persons, firms, or corporations as are designated by Grantors as having an interest in the Landfill Project and Kaiser Retained Property, in such a manner and at such amounts as set forth below. The required policies are:

*a.* Commercial General Liability Insurance. The insurance policy to include coverage for all operations of related to the License, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) broad form property damage; (e) explosion, collapse and aboveground hazards (XCD); (e) personal injury liability; and (f) protective liability for impacts on the Project's operations. County shall provide the Commercial General Liability Insurance with limits not less than the following: (i) \$1,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) \$1,000,000.00 completed operations and products liability; and (iii) \$1,000,000.00 personal and advertising injury. The policy shall provide for an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit.

*b.* Automobile Liability Insurance. This insurance policy shall include coverage for any owned, non-owned or hired vehicle brought by County or its contractors, subcontractors or agents on to Landfill Property or Kaiser Retained Property or used in connection with the License. The automobile liability insurance policy shall be provided with limits not less than \$1,000,000.00 combined single limits for bodily injury and property damage.

c. Workers' Compensation and Employer's Liability Insurance. Worker's compensation insurance shall be provided as required by any Applicable Law. The employer's liability insurance shall be provided with limits not less than the following: (i) \$1,000,000.00 each accident; (ii) \$1,000,000.00 disease - policy limits; and (iii) \$1,000,000.00 disease - each employee. The Workers' Compensation and Employer's Liability Insurance Policy shall contain a waiver of subrogation rights against District and Kaiser. District and Kaiser shall be provided certificates of insurance or a copy of an endorsement to the policy reflecting this waiver.

Before County commences Work, the County shall cause to be provided certificates of insurance to Grantors and the District evidencing the following:

(1) The insurance policies referred to subsections (a) through (c) above are in place.

(2) Grantors are to receive thirty (30) calendar days prior written notice of a policy cancellation or reduction in coverage for any reason. In that regard, County shall not deliver any certificate that simply contains words to the effect that the insurer will "endeavor" to notify Grantors of the cancellation or reduction of the policy or that "the failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives."

(3) Except in the case of the Workers' Compensation and Employer's Liability Insurance Policy, an endorsement has been made naming Grantors as additional insureds as their interests may appear, and shall have attached to it a duly executed additional insured endorsement in a form acceptable to Grantors.

These insurance coverages shall be provided through insurers that have at least an "A" policyholders rating and an "X" financial rating in accordance with the current Best's Key Rating Guide. In the event the coverage evidenced by any such certificate is canceled or reduced, the appropriate contractor, subcontractor or the County, if the County is no longer self-insured, shall procure and furnish to Grantors a new certificate conforming to the above requirements at least five (5) days before the effective date of such cancellation. If County fails to procure and maintain any insurance required by this agreement, Grantors may procure such insurance and charge the expense thereof to County. Either of the Grantors may terminate this Agreement upon failure to procure such insurance within forty-eight hours after receiving written notice demanding, at its sole discretion. Grantors' failure to enforce any provision of this Section 7 shall not act as a waiver of the obligation to procure the required insurance or as a waiver to enforcement of any of these provisions of this Section 6 at a later date. Grantors are not obligated to procure or maintain the above required insurance if County fails to do so. Each of the above-required policies of insurance shall contain "Cross Liability" or "Severability of Interest" clauses. No policy shall contain any exclusion regarding loss or damage to property caused by explosion, collapse of structures, or damage to property underground, premises-operation, completed operations, contractual insurance, and independent Grantors' coverages. Each of the above required policies shall contain a provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by County or its contractors, subcontractors and agents under this Agreement. Any such endorsement shall be in a form acceptable to Grantors. The foregoing requirements constitute the minimum insurance requirements.

7. RESTORATION OBLIGATIONS. Upon the Termination Date (as defined below), the County shall, if necessary, restore any damage to the Access Road, Landfill Property and Kaiser Retained Property caused by County Parties to the same general condition (including repairing any surface and subsurface areas to bring the surface to grade) as existed prior to the use of

the Access Road by County Parties. The Termination Date is the date on which the License terminates as provided in Section 8 below. The covenants in this Section 7 shall survive the termination of this Agreement.

**8. TERMINATION.** The License and this Agreement begins on the Effective Date above and terminates (the "**Termination Date**") upon any of the following:

*a.* by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);

*b.* upon expiration of the Initial Term of this Agreement or the Extended Term of this Agreement if the County has extended the Initial Term of this Agreement as provided in this Agreement except that the County indemnification, clean-up and restoration obligations shall survive this Agreement as provided, herein;

*c.* the acquisition of the Landfill Property by the District; or

*d.* A Force Majeure Event renders it impossible for County to use the License.

Upon termination of this License, County shall execute, acknowledge, and deliver to Kaiser a proper, recordable instrument indicating this License has been terminated and will cease except to complete its removal and restoration obligations under Section 7. Additionally, the County's indemnification obligations shall survive the termination of this Agreement for any reason.

**9. USE OF HAZARDOUS MATERIALS.**

*a.* County, its employees, agents, and other third parties entering upon the Landfill Project and Kaiser Retained Property at the request or invitation of County, shall not bring into, maintain upon, or release or discharge in or about the Landfill Project and Kaiser Retained Property any "hazardous materials" (as defined in subsection (f) below); provided, however, County may transport to or from the Communications Facility site limited amounts of substances typically and reasonably used in connection with the construction, maintenance, and operation of the Communication Facility and listed in **Attachment 4** ("**Authorized Hazardous Products**") so long as (i) such substances are maintained only in such quantities as are reasonably necessary for use in connection with the construction, maintenance and operation of the Communications Facility, (ii) such substances and any equipment that generates such substances are used and stored strictly in accordance with all Applicable Law and the highest standards prevailing in the industry for such substances and the manufacturers' instructions therefore, (iii) such substances are not disposed of in or about the other Kaiser and Landfill Property in a manner that would constitute a release or discharge thereof and (iv) all such substances and any equipment that generates or holds such substances are removed from the Kaiser and Landfill Property by County before the expiration or earlier termination of this Agreement.

*b.* In the event that County proposes to conduct any use or to operate any equipment that will or may utilize or generate a hazardous material (other than Authorized Hazardous Products), County shall first in writing submit such use or equipment to Grantors for their approval. No approval by Grantors will relieve County of any obligation of County pursuant to this subsection (b), including the removal, clean-up and indemnification obligations imposed upon County by this License.

c. Within five (5) days after notice of or receipt, County shall furnish to Grantors copies of all notices and other communications received by County with respect to any actual or alleged release or discharge of any hazardous materials. The reporting obligations in the preceding sentence shall not apply to any Authorized Hazardous Products. In the event that County is required to maintain any hazardous materials license or permit in connection with any use conducted by County or any equipment operated by County with respect to the License, County shall provide copies of each such license or permit, each renewal thereof and any communication relating to suspension, renewal or revocation thereof. Copies shall be furnished to Grantors within five (5) business days after receipt of or submission thereof by County. Compliance by County with the two immediately preceding sentences shall not relieve County of any obligation of County pursuant to this Section 9. County shall diligently and promptly commence, prosecute, and complete the clean-up and removal from the Kaiser and Landfill Property of all hazardous materials introduced by any County Parties into or on the Kaiser and Landfill Property other than any Authorized Hazardous Products released or discharged thereon. Such clean-up and removal of hazardous materials released by any County Parties into or onto the Kaiser and Landfill Property shall be at County's sole expense and County must remediate the impacted areas to all applicable regulatory standards consistent with the operations on the Kaiser and Landfill Property and the Landfill Project. With respect to any hazardous materials released by any County Parties into or onto the Kaiser and Landfill Property, County shall undertake all testing and investigation required by any lender, owner, or governmental authorities having jurisdiction, authority, or ownership over the Kaiser and Landfill Property and promptly prepare and implement any remedial action plan required by any governmental authorities asserting jurisdiction, and obtain all regulatory approvals for verification and closure. County shall conduct, to the satisfaction of Grantors and all applicable governmental authorities, all such clean-up and removal activities of hazardous materials released by County into or onto the Kaiser and Landfill Property. County shall have the obligation to inform Grantors of its progress, and Grantors shall have the right, but not the obligation, to participate in all communications and meetings related to any clean-up actions undertaken by County. County shall promptly provide to Grantors copies of all studies, consultant reports, and correspondence related to any testing or clean-up actions undertaken by or on behalf of County. If, as a result of the release of hazardous materials on the Kaiser and Landfill Property by any County Parties, any governmental authority requires testing for hazardous materials in the Kaiser and Landfill Property, then County shall reimburse Grantors for all such costs of such testing. In the event any County Parties remove any soils from the Kaiser and Landfill Property, County shall promptly fill the Kaiser and Landfill Property to an at-grade level with clean fill compacted at the level of prior compaction.

d. County shall indemnify, defend, and hold harmless Grantors, and their respective successors, assigns, partners, directors, officers, trustees, beneficiaries, members, managers, employees, agents, lenders, attorneys and affiliates (collectively, the "**Indemnified Parties**") from and against any and all claims, liabilities, losses, actions, costs and expenses (including attorneys' fees and costs of defense) incurred by such Indemnified Parties, or any of them, as the result of (i) the introduction into or about the Kaiser and Landfill Property of any hazardous materials by any County Party, (ii) the illegal or unauthorized (under subsection a. above) usage, storage, maintenance, generation, production, disposal, release or discharge of hazardous materials in or about the Kaiser and Landfill Property by any County Parties, (iii) the discharge or release in or about the Kaiser and Landfill Property of any hazardous materials by any County Parties, (iv) any injury to or death of persons or damage to or destruction of property resulting from the use, introduction, production, storage, generation, disposal, disposition, release or discharge by County Parties of hazardous materials in or about the Kaiser and Landfill Property, and (v) any failure of any County Parties to comply with the foregoing covenants of this subsection d.

e. County accepts the Access Road on an "AS IS" basis and has conducted or will conduct its own examination of the License Area or the Access Route with respect to the

existence of hazardous materials or has waived the right to do so. Grantors do not make any representation or warranty regarding the presence of hazardous materials on Access Road and will make available to Grantee upon request all other environmental reports and studies in Grantor's possession or available to Grantor relating to the environmental conditions in the Access Road.

f. The term "**hazardous materials**" includes asbestos, all petroleum products and all hazardous materials, hazardous wastes and hazardous or toxic substances as defined or designated in or pursuant to the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*) (including specifically any element, compound, mixture or solution), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, *et seq.*), and California Health and Safety Code Section 25316, including such hazardous or toxic substances or wastes as are identified, defined or listed elsewhere where such identifications, definitions or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, "**hazardous materials**" shall include any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321 *et seq.*), any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, (42 U.S.C. §§ 1317(a), *et seq.*), any hazardous air pollutant listed under Section 112 of the Clean Air Act (42 U.S.C. §§ 7412, *et seq.*) and any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, *et seq.*). The term also includes, but is not limited to, polychlorinated biphenyls, urea formaldehyde, or related substances.

g. The obligations contained in this Section 9 will survive the expiration or termination of this Agreement.

#### 10. GENERAL INDEMNITY.

County shall indemnify and hold harmless the Indemnified Parties from and against all Liabilities for any damage or injury (including, without limitation, loss of life) to any person or property arising from any County Parties use of the Licenses, or any failure by County to perform or comply with any of its obligations contained in this Agreement, excluding Liabilities arising from the sole negligent or willful acts of the Indemnified Parties or their agents. Such indemnification shall extend to Liabilities arising from any activity, work, or thing done, permitted or suffered by County Parties in or about the Kaiser and Landfill Property and shall further extend to any Liabilities arising from any default in the performance of any obligation on County's part hereunder. "**Liabilities**" shall include all suits, actions, claims and demands and all expenses (including attorneys' fees and costs of defense) incurred in or about any such Liabilities and any action or proceeding brought thereon. If any claim shall be made or any action or proceeding brought against District or Kaiser as a result of any County Liabilities described in this Section 10, County shall, upon notice from either of the Grantors, defend the same at County's expense by counsel(s) reasonably satisfactory to Grantors. Nothing contained herein shall operate to relieve Grantors from any loss, damage, injury, liability, claim, cost or expense that is determined by a court of competent jurisdiction to be proximately caused by Grantor's or Grantor's respective agents', employees', successors' and assigns' negligence or willful misconduct. The obligations contained in this Section 10 will survive the expiration or any earlier termination of this Agreement.

11. **ATTORNEY'S FEES.** In the event any action is brought to enforce the provisions of this Agreement, the prevailing Party or Parties will have the right to recover reasonable attorney's fees and costs.



12. **BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement is binding upon the Parties and their respective successors and assigns. Kaiser and/or Mine Reclamation may assign this Agreement in whole or in part (such as assigning an interest in the Agreement as it relates only to the Landfill Project Property and jointly used Landfill Property under ancillary agreements between the District and Kaiser) without any prior consent or approval by County, but shall provide County with notice of such assignment within ten (10) business days of such occurrence. The District shall have no obligations or liabilities under this Agreement prior to the date upon which the District takes title to any portion of the Kaiser and Landfill Property, at which point the District shall be deemed to be one of the Grantors. If this Agreement is assigned to the District, the District's rights and obligations under this Agreement may be exercised by and through the Chief Engineer and General Manager of the District or his or her designated representative (the "**Chief Engineer**") for and on behalf of the District. The contact address of the District is County Sanitation District No. 2 of Los Angeles County, c/o Chief Engineer and General Manager, Sanitation Districts of Los Angeles County, Joint Administration Offices, 1955 Workman Mill Road, Whittier, CA 90607. The District is a third party beneficiary to this Agreement.

13. **FORCE MAJEURE.** The term "**Force Majeure Event**" means Acts of God, strikes, lockouts, government restrictions or moratoriums (other than those imposed by District), and any actions, civil disturbance, fire, unavoidable casualties, or any other similar event beyond the reasonable control of the applicable Party. The Grantors shall have the right to suspend, in whole or in part, all use of the Access Road upon the occurrence of a Force Majeure Event. A Grantor shall promptly notify the County in writing specifying the nature of any such Force Majeure Event, the degree to which Access Road use will be suspended, and the effective date on which use will be suspended, as well as a non-binding projection of the duration of the suspension. In the event of a permanent Force Majeure Event, such as eminent domain or governmental regulation, this Agreement shall terminate.

14. **COOPERATION.** The Parties agree to cooperate with one another. Each Party shall promptly execute and deliver any additional documents as are reasonably required for the purposes of satisfying the terms of this Agreement; provided that no such document shall be inconsistent with the provisions hereof, and provided further that no such document will be deemed to amend or modify any of the provisions contained herein.

15. **MISCELLANEOUS.**

*a.* This Agreement shall be construed in accordance with the laws of the State of California. Venue for any proceeding will be the Superior Court of Riverside County.

*b.* Any Party may waive compliance by another Party with respect to any provisions of this Agreement. No waiver of any potential provision shall be construed as a waiver of any other provision. No waiver shall be construed as an ongoing waiver with respect to subsequent prevents almost and expressly so provides. Any waiver must be in writing, signed by the waiving party and recite the provisions being waived.

*c.* This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties in any matter whatsoever.

*d.* Any notice that a Party may desire to give to another Party must be in writing and will be effective when personally delivered or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may designate by written notice to the other Parties:

**TO:**  
**KAISER** Terry L. Cook, E  
 Vice President  
 Kaiser Eagle Mountain, LLC  
 3633 E. Inland Empire Blvd., Suite 480  
 Ontario, CA 91764  
**FAX:** 909.944.6605

**MINE RECLAMATION** Terry L. Cook  
 Mine Reclamation, LLC  
 3633 E. Inland Empire Blvd., Suite 480  
 Ontario, CA 91764  
**FAX:** 909.944.6605

**COUNTY** Communications Sites Lease Administrator  
 County of Riverside  
 Economic Development Agency  
 Real Estate Division  
 3403 10<sup>th</sup> Street, Suite 500  
 Riverside, CA 92501  
**FAX:** 951.944.4837

Any notice may also be served by facsimile commercial power plus actual delivery by some other means permitted herein and any such notice so delivered, shall be effective upon the receipt of such facsimile. Any address and other notice information may be changed by giving notice to the appropriate parties.

*e.* Each and every indemnification and hold harmless provision contained in this Agreement will survive the expiration or earlier termination of this Agreement.

*f.* Neither Kaiser's nor Mine Reclamation's review, approval, inspection or examination of any items under the terms of this Agreement will be deemed to be a representation or warranty as to, the adequacy, accuracy, sufficiency, or soundness of any such item or the quality or suitability of such item for its intended use. Any such review, approval, inspection or examination by Grantors will be for the purpose of protecting either Grantor's interest in the Landfill Project or their rights under this Agreement.

*g.* Kaiser Eagle Mountain, LLC's and Mine Reclamation, LLC's rights and obligation for the performance of all covenants and agreements under this Agreement with respect to the Landfill Property shall terminate as of the date of the purchase of the Landfill Project by District. It is acknowledged that this Agreement does not waive any approval rights that the District (or the rights of the Chief Engineer acting on behalf of District) has under the Purchase and Sale Agreement.

*h.* This Agreement may be executed in duplicate originals, each of which is an original and all of which together constitute one and the same instrument.

*i.* This Agreement, together with all of its Exhibits, supersede any previous agreements, written or oral, and understands among the Parties with regard to the matters provided for herein, and cannot be changed or terminated orally.

j. The remedies and relief set forth in this Agreement are cumulative and not in the alternative and are in addition to any other remedies or relief that may otherwise be available to the parties, at law or in equity. The Parties shall have the right to pursue any and all available remedies and relief, either sequentially or in concert, including without limitation, the right to enjoy any violation or threatened violation of this Agreement

k. The Parties agree that County shall record, at County's expense, this Agreement or a mutually agreed upon memorandum of this Agreement in the official records of Riverside County. In the event this Agreement or a memorandum of this Agreement is not recordable due to any of the attachments that are currently a part of this Agreement, the Parties agree to in good faith prepare a mutually acceptable new attachment covering the same information as provided in the original attachment as may be appropriate or necessary to make this Agreement or any memorandum of this Agreement recordable in the official records of Riverside County.

The Parties are signing this Agreement effective as of the date stated in the introductory paragraph.

**"KAISER"**  
**KAISER EAGLE MOUNTAIN, LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**"MINE RECLAMATION"**  
**MINE RECLAMATION, LLC,**  
a CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Approved as to Form  
Pamela J. Walls  
County Counsel

**"COUNTY"**  
**COUNTY OF RIVERSIDE**

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

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

Attest: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF                                )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of **KAISER EAGLE MOUNTAIN, LLC**, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF                                )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of **MINE RECLAMATION, LLC**, a California limited liability company who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF                        )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared Marion Ashley, Chairman of the Board of Supervisors of the  
**COUNTY OF RIVERSIDE**, a political subdivision of the State of California, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**ATTACHMENT "1"**

LANDFILL PROPERTY

ATTACHMENT "2"

ACCESS ROAD

**ATTACHMENT "3"**

KAISER RETAINED PROPERTY



## ATTACHMENT "4"

### ALLOWED HAZARDOUS SUBSTANCES

#### **Hazardous Material MSDS List**

|   |         |                        |
|---|---------|------------------------|
| • Diesel Fuel #2, AMOCO                                     | MSDS N° | 11147000 ANSI /English |
| • Engine Lubricant, GRACO (Motor Oil)                       | MSDS N° | 246277 / 15C384        |
| • Ethylene Glycol, Science Lab (Engine Coolant)             | MSDS N° | 107-21-1               |
| • Diethylene Glycol, Science Lab (Engine Coolant)           | MSDS N° | 111-46-6               |
| • Antifreeze Coolant PRESTONE (Engine coolant)              | MSDS N° | PRES 501               |
| • Antifreeze Coolant SHAMROCK (Engine coolant)              | MSDS N° | SHAM 503               |
| • Electric Storage Batteries, OPTIMA (Lead Acid)            | MSDS N° | L - 8A                 |
| • Electric Storage Batteries ALPHA (Valve Reg Gel)          | MSDS N° | 195GXL-FT3             |
| • Electric Storage Batteries CONCORDE (Valve Reg Lead Acid) | MSDS N° | 7439-92-1, 7664-93-9   |