

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

989



SUBMITTAL DATE:  
August 19, 2010

FROM: Economic Development Agency

SUBJECT: Public Safety Enterprise Communications Project Ground Lease, Iron Mountain

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Ground Lease and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and
2. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER

BY: Samuel Wong 8/19/10  
SAMUEL WONG

Robert Field

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL  
DATA

Current F.Y. Total Cost: \$ 18,000  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
Budget Adjustment: No  
For Fiscal Year: 2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: PSEC Budget

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent  
County Executive Office Signature

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

Prev. Agn. Ref.: 3.37 of 12/18/07; 3.52 of 9/2/08

District: N/A

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.36

**BACKGROUND:**

The Public Safety Enterprise Communications (PSEC) project utilizes long-term ground leases in those situations where the site owner will not sell the small land parcel required for the wireless communication site. The proposed site in San Bernardino County provides wireless communication coverage to the desert areas along Highway 62 and Highway 177. The lease, subsequent construction and site operation, was covered by the Final Environmental Impact Report (FEIR) certified by the Board of Supervisors (Board) on September 2, 2008.

The Ground Lease is summarized below:

Location:	Located on a portion of San Bernardino County Assessor's Parcel Number 0642-221-07
Lessor:	Metropolitan Water District
Size:	Approximately 5,000 square feet
Term: years	Five years commencing September 1, 2010, with four options to extend five each for a total of 25 years
Rent:	Base rent starts at \$1,500 per month, increases to \$2,700 per month upon installation of radio equipment (timing is uncertain); \$1,500 annual road maintenance fee; one time administrative charge of \$1,500.
Rent Adjustments:	3% annual increase
Utilities:	Provided by MWD
Interior/Exterior Maintenance:	By County

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

**FINANCIAL DATA:**

All associated costs for this Ground Lease will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will carry operating costs. RCIT will reimburse the Economic Development Agency (EDA) for all associated lease costs. Any necessary budget adjustments will come under separate cover to the Board.

**COMMUNICATIONS SITE LEASE  
IRON MOUNTAIN SITE**

R.L. 3048  
Iron Mountain Pumping Plant  
MWD Parcel Nos. 119-1-23 & -27; 123-1-9;  
123-2-1, -3, -7, & -13 and  
U.S. Government Exhibits A6E & A6M  
APN 0643-221-07, -08 & -18  
GPS Coordinates (NAD 83):  
Latitude 33°09'04.0"; Longitude 115° 08'25.9"

This Lease is made this 11 day of August, 2010 by and between the **METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**, a California Public Corporation (hereinafter "Lessor" or "MWD"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "Lessee" or "COUNTY").

**RECITALS**

A. WHEREAS, MWD is the owner of that certain real property ("Property") situated in the County of San Bernardino, State of California, identified as Assessor's Parcel Numbers 0643-221-07, -08, & -18 and commonly referred to as a portion of MWD's Iron Mountain site; and

B. WHEREAS, MWD wishes to lease a portion of the Property to COUNTY for the purpose of constructing, installing, operating, and maintaining emergency first responder wireless communications facilities and services thereon; and

C. WHEREAS, COUNTY desires to lease such portions of the Property from MWD, for the purpose of constructing, installing, operating, and maintaining an emergency communications facility, including a tower and related equipment and structures ("Facility");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the COUNTY'S use of said portions of the Property described below as ground Lessee and MWD as ground Lessor as follows:

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

2. **Premises.** Subject to the following terms and conditions, MWD hereby leases to COUNTY that certain ground space on the Property designated as a portion of MWD's Fee Parcel, U.S. Government Exhibit A6M, said portion being described in Exhibit "A" and shown on Exhibit "B," attached hereto and incorporated herein by this reference (hereinafter "the Premises"). MWD shall grant and COUNTY shall enjoy an exclusive right to the Premises, along with non-exclusive access to the Premises for ingress, egress, and utilities purposes as set forth in Exhibit "B", all attached hereto and incorporated herein by this reference.

3. **Term.** The initial Term of this Lease shall be for a period of five (5) years, commencing on September 1, 2010 and terminating, unless renewed, on August 31, 2015. This Lease shall automatically renew and extend for four (4) additional five (5) year periods (each renewal period is hereinafter referred to as an "Extended Term") unless COUNTY notifies MWD in writing, no later than ninety days prior to the scheduled expiration of the preceding term, that COUNTY elects not to renew. During each Extended Term, all of the terms, covenants, and conditions contained in this Lease shall continue in full force and effect. Any holding over by COUNTY after the expiration of said term or final Extended Term shall be deemed a year to year tenancy upon the same terms, covenants and conditions set forth in this Lease.

1       4.   Rent and Other Charges. COUNTY shall pay rent in the amount of one-thousand five hundred  
2 dollars per month (\$1,500.00) per month to MWD. Rent for the entire initial Term may be prepaid to MWD upon  
3 commencement of the Term of this Lease, except that, in the event of early termination pursuant to Section 13,  
4 the unearned prorated portion of the prepaid rent shall be reimbursed to COUNTY. In the event COUNTY elects  
5 to pay monthly, payments shall be due on the first day of each month beginning September 1, 2010. On  
6 September 1<sup>st</sup> of each successive year of occupancy, the rent shall be increased by three percent (3%).

7       MWD shall make electrical power available to the Property at a monthly rate of one thousand three hundred  
8 dollars (\$1,300.00) payable by COUNTY in addition the payment of Rent, as provided above. Such payment  
9 shall commence on the first day of the month following installation of transmitters, receivers, and antennae by  
10 COUNTY and connection to MWD's power source. On September 1st of each year after such electrical power  
11 charge commences, the monthly rate shall be increased by three percent (3%). In the event of vacation of the  
12 premises or early termination of this Lease, the charge for electrical power shall cease upon written notification to  
13 MWD and decommissioning of the site by COUNTY.

14       Checks shall be made payable to The Metropolitan Water District of Southern California and sent to:

15                               Metropolitan Water District of Southern California  
16                               Attn: Treasurer re: R.L. 3048  
17                               P.O. Box 54153  
18                               Los Angeles, CA 90054-0153

19       In addition to the Rent and electrical power charge amounts set forth above, COUNTY shall pay to MWD  
20 on September 1 of each year an annual Road Maintenance fee of \$1,500. A one-time Lease processing fee of one  
21 thousand five hundred dollars (\$1,500.00) shall be due upon execution of the Lease.

22       5.   Permitted Use. The Premises shall be used by COUNTY for the purpose of constructing, installing,  
23 operating, and maintaining wireless communication equipment by the Riverside County Information Technology  
24 Department (RCIT) ("Permitted Use"). COUNTY shall have possession of the Premises together with  
25 appropriate non-exclusive 365 days a year twenty-four hours per day access across MWD's Property to the  
26 Premises. The Permitted Use shall, with MWD's approval of location, include the right to install and maintain data  
27 transmission and power utility wires, backup generators, poles, cables, conduits and pipes on MWD's Property,  
28 including over, under or along such right-of-way under the control and assignment rights of MWD extending from  
the nearest public right-of-way to the Premises. MWD does not bear the responsibility for guarantee of legal  
access to a public road and COUNTY shall determine if such rights are adequate and may have to secure its own  
easement rights from adjacent property owners. No private use of the Premises shall be permitted without the  
written consent of MWD.

      COUNTY commonly allows co-location of other emergency first responder wireless communications  
equipment in its facilities to enhance first responder sector communication, encourage intermodal communication  
and minimize visual impact on the landscape as may be caused by radio towers. COUNTY may grant licenses to  
other governmental or quasi-governmental agencies, departments or districts, including MWD, to co-locate  
communication equipment on COUNTY's tower or in its equipment shelter on a first-come, first-served basis,  
subject to availability of space and rates prescribed from time to time by the Riverside County Board of  
Supervisors, but only upon the prior written consent of MWD in each instance, which consent shall not be  
unreasonably withheld, conditioned or delayed.

      6.   Relocation Right. This Lease is subject to MWD's Paramount Right ("Paramount Right") to use the  
Property for the purposes for which it was acquired. MWD is a public utility and acquired the Property for  
drinking water conveyance purposes. MWD reserves the right to use the Property, including the Premises, for  
any and all future uses necessary for MWD's water conveyance purposes, including, but not limited to  
maintenance, repair, and replacement of any existing facilities, and/or installation of additional subsurface and  
surface infrastructure ("Paramount Right"). MWD will provide the COUNTY with advance written notice prior  
to exercising their Paramount Right. MWD is not responsible for repair or replacement of COUNTY's

1 improvements in the event MWD exercises its Paramount Right. MWD has reviewed the proposed site and has  
2 determined that this Lease is a compatible secondary use at this time.

3 If determined necessary by MWD to relocate the tower or other improvements in order to protect MWD's  
4 Paramount Right, MWD will have the right to relocate the telecommunications facility of COUNTY, or any part  
5 thereof, to an alternate tower location ("Relocation Property") on MWD's Property; provided, however, that such  
6 relocation will be at COUNTY's sole cost and expense. MWD will exercise its relocation right by delivering  
7 written notice to COUNTY. In the notice, MWD will propose an alternate site on MWD's property to which  
8 COUNTY may relocate its improvements. COUNTY will have eighteen (18) months from the date it receives  
9 the notice to evaluate MWD's proposed Relocation Property, conduct tests to determine the technological  
10 feasibility of the proposed Relocation Property, and complete relocation of all COUNTY-owned improvements  
11 on the Premises.

12 7. This section intentionally left blank.

13 8. Acceptance of Premises. COUNTY, at its sole cost and expense, may conduct a Phase I Hazardous  
14 materials study of the site and MWD agrees to cooperate in completion of such study. Otherwise, COUNTY  
15 accepts the Premises "as is" and acknowledges that MWD has made no representation whatever concerning the  
16 fitness of the Premises for the use intended by COUNTY. COUNTY agrees to keep the Premises free of  
17 hazardous materials contamination and shall store and use fuels, lubricants, batteries and other similar materials in  
18 a safe and code complaint manner and assumes full responsibilities for such materials use within the Premises.

19 9. Installation, Maintenance & Repairs. COUNTY shall have the right (but not the obligation) at any  
20 time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the  
21 purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other  
22 reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for COUNTY's  
23 Facilities (as defined herein) and for the purpose of preparing for the construction of COUNTY's Facilities.  
24 COUNTY has the right to construct, maintain, install, repair and operate on the Premises radio and microwave  
25 communications facilities, including but not limited to, radio frequency transmitting and receiving equipment,  
26 batteries, backup generators with fuel storage tanks, utility lines, power poles, transmission lines, telephone  
27 equipment, radio and microwave frequency transmitting and receiving antennae and supporting structures and  
28 improvements ("COUNTY's Facilities"). In connection therewith, COUNTY has the right to do all work  
necessary to prepare, add, maintain and alter the Premises for COUNTY's communications operations and to  
install utility lines and transmission lines connecting antennas to transmitters and receivers. COUNTY shall have  
the right to install any warning signs on or about the Premises required by federal, state or local law. All of the  
COUNTY's construction and installation work shall be performed at COUNTY's sole cost and expense and in a  
good and workmanlike manner. Prior to construction, COUNTY shall present construction drawings to MWD's  
Engineering Manager with a copy to the Real Property Development and Management site representative for  
review and comment. MWD shall have thirty (30) days to provide comments in writing to COUNTY. If no  
response has been received by MWD within thirty (30) days, drawings and design will be deemed acceptable by  
MWD. COUNTY shall maintain the Premises in a lien free condition.

Any subsequent alterations, improvements or installation of fixtures shall not require prior written  
consent of MWD, however written notice of such improvement or upgrade shall be provided to MWD prior to  
commencement of construction, and any such improvement or upgrade shall comply with Section 15 herein. All  
alterations and improvements made and fixtures installed by COUNTY shall remain COUNTY's property and  
may be removed by COUNTY at or prior to the expiration or termination of this Lease. In the event that  
COUNTY elects to remove all of its improvements upon expiration or termination of this Lease, COUNTY shall  
restore the Premises to a condition as near as reasonably possible to that existing prior to COUNTY'S occupancy.  
In the event that COUNTY desires to leave some or all its improvements on the Premises upon expiration or  
termination of this Lease, MWD may accept the improvements from the COUNTY or may request that COUNTY  
remove some or all its improvements, at COUNTY's costs, pursuant to the terms herein. If COUNTY desires to  
leave any improvements, COUNTY would identify those specific improvements to MWD.

COUNTY shall comply with all Federal, State and Local laws, including environmental laws pertaining to the installation of a fuel storage tank. The installation and permitting shall be in COUNTY's name and COUNTY shall provide MWD with current copies of all required permits, including but not limited to, those permits from the local Air Quality Management District (AQMD) and San Bernardino County Department of Environmental Health Services. If the Lease is terminated for any reason, COUNTY shall remove, at its sole cost and expense, the fuel tank(s) and comply with all Federal, State and local environmental laws regarding the removal such fuel storage tank(s). COUNTY shall provide MWD with a complete copy of any reports required by any applicable authority pertaining to the fuel tank(s) removal.

COUNTY shall, at its own cost and expense, make all repairs to its Facilities and the Premises, including the power pole line and all related equipment installed by COUNTY or its contractors. In the event COUNTY or COUNTY's contractors cause any damage to any part of the Property, COUNTY shall repair or at MWD's option shall fund the repair of such damage to restore such Property to its previous condition. COUNTY agrees that installation will be done in a professional manner in accordance with good telecommunications industry practices and prevailing codes and standards. COUNTY shall ground all equipment in accordance with industry standards. COUNTY shall make all interior cable runs in a clean and professional manner and route and attach cables and transmission lines in accordance with standard industry practices. Loosely hung or excessively coiled lines shall not be permitted.

10. Insurance. COUNTY is a local government entity created under the laws of the State of California and has the right to self-insure with respect to any insurance requirements for this Lease. COUNTY has furnished MWD with a letter evidencing the establishment of its self-insurance program, attached hereto as Exhibit "C." COUNTY shall maintain its self-insurance program in full force during the Term and any Extended Term of this Lease.

11. Contact and Escalation Procedure. Requests for specific site access or information shall be directed to the individual site or facility manager. Requests for specific technical information shall be directed to MWD's Communications manager and such counterpart within the County. Where issues cannot, for any reason, be resolved by site, facility, or communications managers they shall be referred to MWD's Manager of Real Property Development and Management Group and/or COUNTY's Communications Site Lease Administrator for resolution.

12. Hold Harmless. To the extent allowed by law, COUNTY hereby agrees to hold MWD harmless and to indemnify and defend MWD and its directors, officers, employees and agents against any liability and expense, including reasonable attorney's fees and costs, resulting from injury to or death of any person, or damage to any property, or damage to any other interest of MWD or COUNTY which may arise out of the use by COUNTY of the Property.

13. Environmental Indemnification. COUNTY, at its sole cost, may perform a Phase I hazardous materials due diligence study. COUNTY shall indemnify MWD against and hold MWD harmless from any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable attorney's fees, that may be incurred as a result of the presence on, in or under any land subject to this Lease, of any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, PCBs, petroleum or other fuels (including crude oil or any extraction or derivative thereof) or USTs or any other violation by COUNTY of any applicable environmental or similar law, rule or regulation, except to the extent caused, either directly or indirectly, by MWD.

14. Option to Terminate. COUNTY shall have the option to immediately terminate this Lease if the Premises are destroyed or damaged to the extent that they cannot be repaired. Either party may terminate this Lease with eighteen (18) months written notice to the other Party for any reason at any time during the Term of this Lease or any Extended Term of this Lease. Upon termination, COUNTY, at its sole cost and expense, agrees to restore the Premises to a condition as near as reasonably possible to that existing prior to COUNTY'S occupancy, including returning gates, fencing, roadways, signage, site disturbance, and groundcover to the pre-Lease conditions. County shall designate a representative to attend two mutual onsite inspections with MWD at least 90-days and 10-days before lease termination to ensure compliance with site restoration requirements.

15. Interference. COUNTY shall operate the Premises in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause measurable radio interference to MWD or other lessees or licensees. If requested by MWD, prior to installing or allowing any equipment to be installed on the Premises or making any changes, modifications or alterations to existing equipment, COUNTY, at its expense, will have an inter-modulation study performed and certified by an independent licensed professional engineer showing that its equipment will not unreasonably interfere with neighboring telecommunications towers and/or existing communications. A copy of the final report resulting from such study, should one be prepared, shall be provided to MWD at the address set forth in Section 18.

16. Access.

- a. Subject to obtaining MWD's initial security clearance, COUNTY, COUNTY's authorized contractors, and/or COUNTY's subtenants shall have unlimited access to the Property twenty-four hours a day, 365 days per year, for the purpose of performing preliminary studies, as well as operating, installing, maintaining or repairing of COUNTY or subtenant Facilities located thereon. COUNTY shall notify the Iron Mountain Pump Plant Manager (Currently: Ed De La Paz, telephone (760) 646-2124) at least 24 hours prior to entering the Property for direction and to coordinate COUNTY's access to the Iron Mountain Property.
- b. MWD shall have access to inspect Leased Premises and COUNTY's Facilities at all times.
- c. MWD shall provide COUNTY lock codes and/or two sets of keys for COUNTY's access to the Property or with the right to place COUNTY's lock on its access gates. COUNTY shall protect the keys and lock codes from unauthorized use and shall return the keys and lock codes to MWD upon expiration or early termination of this Lease with respect to such Property. If access to any COUNTY Facilities is restricted by means of a lock, COUNTY shall provide the keys and/or lock codes to MWD subject to the same obligations imposed on COUNTY by MWD. MWD will at all times during the term of this Agreement provide COUNTY with the name and telephone number of the person(s), if any, responsible for giving COUNTY access to the Property. In the event of an Property access issue COUNTY should contact either the Iron Mountain Pump Plant Manager or the Iron Mountain telecommunications crew for assistance.
- d. In the event that COUNTY requires an Authorized Person(s) to enter the Property and such Authorized Person(s) is not in possession of COUNTY's lock codes or keys, MWD shall provide access to the Authorized Person(s) by pre-arrangement with COUNTY.

17. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code section 107.6 that this Communications Site Lease may create a taxable possessory interest in the Premises. In the event such taxes are levied, COUNTY, the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied on the interest. Payment of such taxes shall be COUNTY's sole responsibility without offset of any amount otherwise due pursuant to this Lease. If personal property taxes are assessed, COUNTY shall pay any portion of such taxes directly attributable to COUNTY's facilities.

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

**Lessee:**

County of Riverside  
Economic Development Agency  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

**Lessor:**

Metropolitan Water District  
P.O. Box 54153  
Los Angeles, CA 90054-0153  
Telecopy: (213) 217-7374  
Attn: Real Property Development and  
Management Group re: R.L. 3048

19. Quiet Enjoyment. MWD covenants that COUNTY shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as COUNTY shall fully and faithfully perform the terms and conditions that it is required to perform under this Lease.

20. Successors and Assigns. Neither COUNTY nor MWD shall have the right to assign its interest in and to this Lease, nor shall COUNTY have the right to sublet any portion of the Premises, without the prior written consent of MWD, which consent will not be unreasonably withheld, conditioned or delayed. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all of the parties hereto.

21. Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. If any provision of this Site Lease shall be invalid or unenforceable with respect to any party, the remainder of this Site Lease, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and the Lease shall be valid and be enforceable to the fullest extent permitted by law.

22. Waiver. The waiver by MWD of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of any term, covenant, or condition contained herein or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by MWD shall not be deemed to be a waiver of any preceding breach by COUNTY of any term, covenant or condition of this Lease, other than the failure of COUNTY to pay the particular rent so accepted, regardless of MWD's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be provided in writing.

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

24. Condemnation. If a condemning authority takes the Property or the Premises or such portion so that MWD is substantially impaired from using such Property for the Permitted Use, this Lease shall terminate as of the date the title vests in the condemning authority. Sale of all or part of the Property or the Premises to a purchaser with the power of eminent domain in the face of the exercise of such power shall be deemed a taking by condemnation. Upon any such taking or sale, in addition to all other remedies COUNTY may have in law or at equity, COUNTY shall have the right to reimbursement by MWD of any prepaid rent.

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

26. Rules and Regulations. COUNTY shall comply with all rules and regulations as may be imposed by MWD from time to time. The rules and regulations in effect as of the date of this Agreement are set forth in Exhibit "C" attached hereto and made a part hereof.

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

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




29. **Representations and Warranties.** MWD represents and warrants that it is duly organized, validly existing and in good standing and has all the rights, powers and authority to enter into this Lease and bind itself through the party set forth below as signatory of MWD. COUNTY represents and warrants that it is duly organized, validly existing and in good standing and has all the rights, powers and authority to enter into this Lease and bind itself through the party set forth below as signatory of COUNTY.

30. **Approval of Supervisors.** Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.

Dated: 8/11/10

**METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

Jeffrey Kightlinger  
General Manager

By:   
for Ralph T. Hicks, Group Manager  
Real Property Development and  
Management Group

**APPROVED AS TO FORM:**

Karen L. Tachiki  
General Counsel

By:   
Sr. Deputy General Counsel

Dated: \_\_\_\_\_

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

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

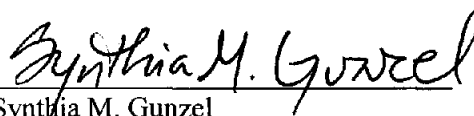
Title: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

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

**APPROVED AS TO FORM:**

Pamela J. Walls  
County Counsel

By:   
Cynthia M. Gunzel  
Deputy County Counsel

s:\PropMngt\WA5259\_PSEC Lease\_Iron Mountain

**EXHIBIT A**

A6M(PTN);123-2-3(PTN); A6E(PTN);  
123-2-1(PTN);123-2-13(PTN);123-2-  
7(PTN);123-1-9;119-1-23;119-1-27

**LEASE RL 3048**

MWD to  
County of Riverside

That portion of Microwave Communication System Parcel "A", in the County of San Bernardino, State of California, as conveyed to The Metropolitan Water District of Southern California, per application No. CA 14611, and Amended Map No. A6M, approved February 13, 1984 pursuant to Act of Congress, June 18, 1932 (47 Stat 324), recorded December 04, 2006 as Document No. 2006-0835561, of Official Records, and shown on Record of Survey filed in Book 77, Pages 98 through 103, inclusive, of Records of Survey, all in the office of the County Recorder of said County of San Bernardino, described as follows:

**BEGINNING** at the westerly terminus of that certain line shown on said Record of Survey as having a bearing and distance of "S 62°27'09" E 568.27 feet"; **thence** along said line S 63°27'09" E 568.27 feet; **thence** S 30°49'54" E 94.55 feet to the **TRUE POINT OF BEGINNING**; **thence** S 16°50'37" E 50.00 feet; **thence** S 73°09'23" W 100.00 feet; **thence** N 16°50'37" W 50.00 feet; **thence** N 73°09'23" E 100.00 feet to the **TRUE POINT OF BEGINNING**.

**TOGETHER** with that certain existing access road, lying within MWD fee property, as shown on Exhibit "B" attached hereto.

**All as shown on EXHIBIT "B" attached hereto and made a part hereof.**

**Subject to any and all existing uses, licenses, permits, easements, rights of way, covenants, conditions and restrictions.**

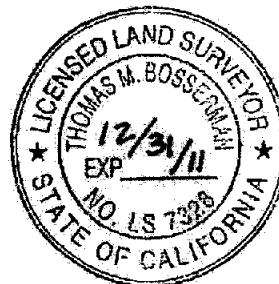
**END OF DESCRIPTION**

PREPARED UNDER MY SUPERVISION

*Thomas M. Bosserman*  
Thomas M. Bosserman P.L.S. 7328

*7/14/2010*  
Date

j:\projects\cra\l6mptn.docx



# EXHIBIT B

SHEET 1 OF 2

PORTIONS OF SECTIONS 24, 25, 36, T 1 N, R 17 E, SBM, AND  
SECTIONS 31, 6, 8, 17, AND 16, T 1 S, R 18 E, SBM  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



NO SCALE

THIS EXHIBIT IS TO  
BE ATTACHED TO THE  
LEGAL DESCRIPTION

P.O.B.

S 62° 27' 09" E  
568.27'

AMENDED A 6 M BOUNDARY

S 30° 45' 54" E  
94.55'

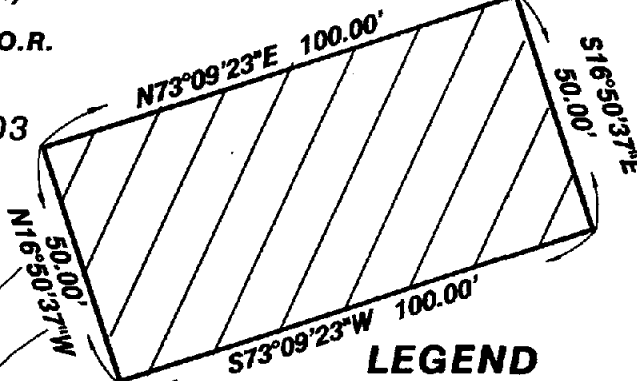
## AMENDED A6M

CACA 14611 (EXHIBIT A6M)  
02/13/1984, PER  
DOC. NO. 2006-0835561, O.R.  
RECORDED 12/04/2006

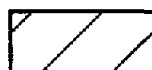
R.S. 77 / 98 - 103

T.P.O.B.

ACCESS ROAD  
SEE SHEET 2



## LEGEND



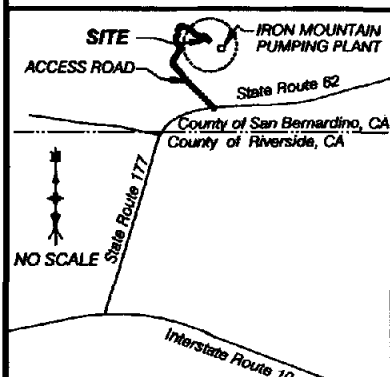
RL 3048  
AREA = 0.115



NOTE: SUBJECT TO ANY AND ALL  
EXISTING USES, LICENSES,  
PERMITS, EASEMENTS,  
RIGHTS OF WAY, COVENANTS,  
CONDITIONS AND RESTRICTIONS.

APN 0643-221-07

## VICINITY MAP



PREPARED UNDER  
MY SUPERVISION

*Thomas M. Bosserman*  
Thomas M. Bosserman  
P.L.S. 7328

7/12/2010  
DATE

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
COLORADO RIVER AQUEDUCT  
IRON MOUNTAIN PUMPING PLANT  
LEASE RL 3048

MWD  
TO COUNTY OF RIVERSIDE  
A6M (PTN), 123-2-3 (PTN); A6E (PTN);  
123-2-1 (PTN); 123-2-13 (PTN); 123-2-7 (PTN);  
123-1-9; 119-1-23; 119-1-27



# EXHIBIT B

SHEET 2 OF 2

PORTIONS OF SECTIONS 24, 25, 36, T 1 N, R 17 E, SBM, AND  
SECTIONS 31, 6, 8, 17 AND 16, T 1 S, R 18 E, SBM  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

NO SCALE

UNIMPROVED  
ACCESS ROAD

PARCEL "A"

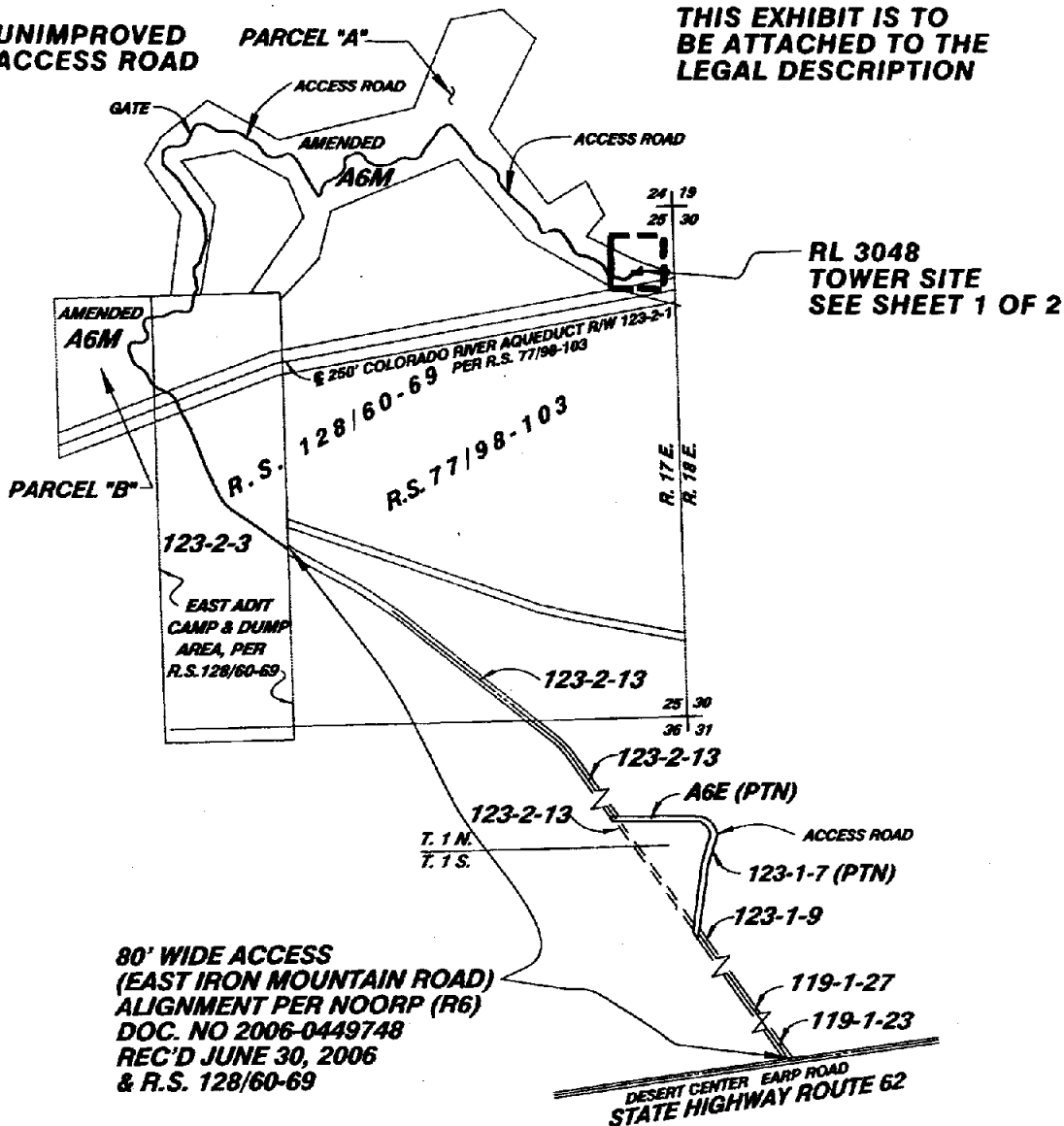
ACCESS ROAD

AMENDED

A6M

ACCESS ROAD

THIS EXHIBIT IS TO  
BE ATTACHED TO THE  
LEGAL DESCRIPTION



NOTE: SUBJECT TO ANY AND ALL  
EXISTING USES, LICENSES,  
PERMITS, EASEMENTS,  
RIGHTS OF WAY, COVENANTS,  
CONDITIONS AND RESTRICTIONS.

APN's 0643-221-07, 08, 18  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
COLORADO RIVER AQUEDUCT  
IRON MOUNTAIN PUMPING PLANT  
LEASE RL 3048  
MWD  
TO COUNTY OF RIVERSIDE  
A6M(PTN), 123-2-3 (PTN); A6E (PTN);  
123-2-1(PTN); 123-2-13(PTN); 123-2-7(PTN);  
123-1-9; 119-1-23; 119-1-27



COUNTY OF  
**Riverside**  
HUMAN RESOURCES  
Winner IPMA Award for Excellence

Risk Management Division

Post Office Box 1210, Riverside, CA 92502-1210  
(951) 955-3540 Fax (951) 955-5855

**BARBARA A. OLIVIER, SPHR**

Asst. County Executive Officer/  
Human Resources Director

**SHAWN ATIN**

Asst. Human Resources Director

**CERTIFICATE OF INSURANCE OR SELF-INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BELOW.**

**COVERAGES**

THIS IS TO CERTIFY THAT THE SELF INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE. *COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.*

Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/10 to 07/01/11	\$1MM Combined Single Limit Per Occurrence
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	07/01/10 To 07/01/11	\$2MM Per Occurrence
<input type="checkbox"/> Medical Malpractice (Professional Liability)	Self-Insured	To	\$1MM Per Occurrence with no Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: Communications Site Lease Iron Mountain Site R.L. 3048; location: APN# 0642-221-07, San Bernardino County  
\*\*\*special remarks – additional insured language “Metropolitan Water District of Southern California, its officers, agents, employees and servants are hereby named as additional insured, but only with respect to the land owned by Metropolitan Water District of Southern California under this contract.”

Certificate Holder	Cancellation
Metropolitan Water District of Southern California, a California Public Corporation Attn: Patty Fowler PO Box 54153 Los Angeles, CA 90054-0153	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division.

July 19, 2010

Date

  
Jeffrey L. Hunter

cc: Jim Force - Riverside Co. EDA, Real Estate - Facilities

**EXHIBIT C**