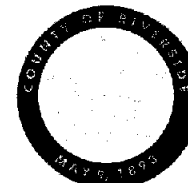


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

346



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
April 14, 2011

SUBJECT: Communications Use Lease – U.S. Department of Agriculture, Forest Service, Santiago Peak Communications Site (Public Safety Enterprise Communications Project)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Lease and authorize the Chairman to execute same on behalf of the County of Riverside (County);
2. Approve the attached Purchase & Sale Agreement and Bill of Sale and authorize the Chairman to execute the same on behalf of County; and,
3. 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 this transaction.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

FORM-APPROVED COUNTY COUNSEL
BY: *Synthia McGunzel*
DATE: 4-13-11

Nathan Colodney, Chief Information Officer
Riverside County Information Technology
By: *Nathan Colodney*

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

Prev. Agn. Ref.: 3.52 of 9/2/08

District: 1

Agenda Number:

3.27

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The Public Safety Enterprise Communications (PSEC) project is responsible not only for upgrading the existing network of communications sites but also for adding approximately fifty new sites to this existing network. Santiago Peak in the Cleveland National Forest is a critical site for the network.

American Tower Corporation (ATC) currently holds a leasehold interest granted to them by the United States Forest Service (USFS). USFS will not permit any more new towers at Santiago Peak, so County has negotiated a purchase price of \$10.00 for ATC's existing tower/shelter, both of which will be demolished and replaced with a new tower and shelter. ATC will relinquish its entitlement from USFS, and USFS will grant a new lease to County that will commence upon signature and expire December 31, 2030.

Site development costs will come from PSEC funds that are already budgeted. The site will be rent free unless and until the County allows subleasing to commercial entities, in which case rent would be assessed based on existing federal schedules. The Lease, subsequent construction and site operation was covered by a Final Environmental Impact Report (FEIR) certified by the Board on September 2, 2008.

The Communication Use Lease is summarized below:

Grantor:	U.S. Department of Agriculture Forest Service Trabuco Ranger District Cleveland National Forest 1147 E. Sixth St. Corona, CA 92879
Premises Location:	Santiago Peak Communication Site Corona, California
Term:	Approximately 19+ years expiring December 31, 2030
Rent:	None
Utilities:	Electricity only, paid by County directly

The attached Communications Use Lease has been approved as to form by County Counsel.

FINANCIAL DATA

There are no costs associated with this transaction.

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT ("Agreement") made this _____ day of _____, 2011, between The County of Riverside, a political subdivision of the State of California (Tax I.D. No. 95-6000930) ("Buyer") and American Tower, L.P., a Delaware limited partnership, on behalf of itself and its affiliates (collectively, "Seller").

WITNESSETH:

WHEREAS, Seller leases real property for the use of its owned communications tower ("Site") as further described on Schedule 1 attached hereto; and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to sell and Buyer desires to purchase Seller's interest in the Site described herein; and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to submit a Holder Initiated Revocation of Existing Authorization and Buyer desires to submit its /Request for a Special Use Permit (Form FS-2700-3a); and

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

As used herein, unless the context otherwise requires, the terms defined in Appendix I take the respective meanings set forth therein. Terms defined in the singular take a comparable meaning when used in the plural, and *vice versa*, and the reference to any gender is deemed to include all genders. Unless otherwise defined or the context otherwise clearly requires, terms for which meanings are provided in this Agreement take those meanings when used in the Exhibits, Schedules and Closing Documents delivered, executed or required to be executed pursuant hereto. Unless the context otherwise requires: all references herein to Articles, Sections, Schedules or Exhibits are references to the Articles and Sections of this Agreement and the Schedules and Exhibits attached to this Agreement; and the words "herein", "hereof", "hereunder" and words of like import are references to this Agreement as a whole and not to any particular section or subdivision of this Agreement.

ARTICLE II

AGREEMENT TO SELL AND PURCHASE

Section 2.1. Purchase and Sale. Except as otherwise provided herein, subject to and upon the terms and conditions set forth in this Agreement, at the Closing, Seller will sell, convey, assign, transfer and deliver to Buyer, and Buyer will purchase and acquire from Seller, all of the right, title and interest of Seller in and to the Site; *provided, however*, that Buyer will not purchase or acquire any interest in or to the Excluded Assets.

Section 2.2. As Is, Where Is. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, (A) IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT THE SITE IS BEING SOLD BY SELLER AND PURCHASED BY BUYER "AS IS, WHERE IS," AS OF THE CLOSING DATE, WITH ALL FAULTS, AND THAT NEITHER SELLER NOR ANYONE ON ITS BEHALF IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY GIVEN IN THIS AGREEMENT (WHICH SURVIVE ONLY TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR REPRESENTATION AS TO THE VALUE, CONDITION, MERCHANTABILITY OR SUITABILITY AS TO ANY OF THE PROPERTIES OR ASSETS COMPRISING THE SITE, AND (B) AT THE CLOSING, BUYER SHALL AND DOES HEREBY UNCONDITIONALLY ASSUME AND AGREE TO PAY, HONOR AND DISCHARGE WHEN DUE IN ACCORDANCE WITH THEIR TERMS ANY AND ALL LIABILITIES RELATED TO, OR ARISING IN CONNECTION WITH THE OPERATION, OWNERSHIP, USE OR OCCUPANCY OF, THE SITE AND INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATES FROM AND AGAINST ALL SUCH LIABILITIES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Section 2.3. Purchase Price: Allocation.

(a) Total Consideration. The total consideration for the Site includes the purchase price set forth in the following sentence ("Purchase Price"), among other forms of consideration. The Purchase Price payable for the Site is an amount equal to Ten and 00/100 Dollars (\$10.00). The Purchase Price will be paid on the Closing Date in immediately available funds, subject to apportionment as provided in this Article II.

(b) Deposit and Balance of Purchase Price. INTENTIONALLY DELETED

(c) Allocation of Purchase Price. INTENTIONALLY DELETED

Section 2.4. Apportionment of Real Estate Taxes, Rent, Utilities. Appropriate prorations will be made on a daily basis as of the close of business on the Closing Date with respect to rental and lease payments, utilities, and all other items of income and expense due or payable under any Land Lease, Tenant Lease or Related Contract, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) including all items of income and expense that are prepaid or payable in arrears, any unbilled costs and fees and related accounts, notes and other receivables, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) with Seller being entitled to all such income and responsible for all such expenses relating to all periods on or prior to the Closing Date (such expenses not being included in Assumed Liabilities) and Buyer being entitled to all such income and responsible for all such expenses relating to all periods subsequent to the Closing Date. Such prorations are to be determined by Seller, subject to the approval of Buyer (which shall not be unreasonably withheld, delayed or conditioned), not later than ninety (90) days after the Closing Date, and are to be settled in cash within ten (10) business days thereafter. To the extent that any relevant bills or other documentation necessary to effect such prorations are not available during such 90-day period, the parties will make such prorations as soon as the relevant bills or other documentation becomes available.

Section 2.5. Closing. The Closing is to occur at Seller's offices at 116 Huntington Avenue, Boston, Massachusetts, or by alternative means agreeable to Buyer and Seller, at 10:00 A.M. local time on or before June 30, 2011 ("Termination Date"). Seller and Buyer each agree to make a good faith effort to close under this Agreement promptly.

Section 2.6. Closing Conditions. At the Closing:

- (a) Buyer's Closing shall be conditioned upon: (1) Buyer obtaining USDA Forest Service approval of that certain Form FS-2700, and that certain "Holder Initiated Revocation of Existing Authorization / Request for Special-Use Permit" or such similar filings as may be required ("Application"); and (2) the representations, warranties and covenants contained in Articles IV and VI shall be true and correct;
- (b) Buyer will deliver to Seller the Purchase Price in accordance with Section 2.3(b) of this Agreement;
- (c) Seller will assign, convey, and transfer to Buyer all of Seller's right, title and interest in and to the Site;
- (d) Buyer will accept and assume the Assumed Liabilities;
- (e) Seller will deliver to Buyer executed originals of the Bill of Sale, Holder Initiated Revocation of Existing Authorization and the Purchase and Sale Agreement;
- (f) Termination of rights in the Land Leases and transfer of ownership of the balance of the property and interest comprising the Site will be by: (i) a Bill of Sale and (ii) a USFS Revocation permit;
- (g) Intentionally Deleted;
- (h) Buyer will deliver to Seller a general release of any and all claims that Buyer may have against Seller theretofore arising from or in connection herewith; and
- (i) Seller and Buyer will each deliver any other Closing Documents.
- (j) SELLER WILL PROVIDE BUYER WITH INFORMATION REGARDING ANY ACTIVE TELEPHONE OR UTILITY ACCOUNTS RELATED TO THE SITE(S) ON OR BEFORE THE CLOSING DATE. BUYER IS SOLELY RESPONSIBLE FOR FACILITATING THE TRANSFER OR TERMINATION OF ANY SUCH ACTIVE ACCOUNTS AND MUST DO SO WITHIN FORTY- EIGHT (48) HOURS OF CLOSING. ABSENT EXPRESS CONSENT FROM SELLER INDICATING OTHERWISE, BUYER HEREBY ACKNOWLEDGES THAT SELLER HAS THE RIGHT TO TERMINATE ANY SUCH ACCOUNT FORTY- EIGHT (48) HOURS FROM CLOSING.

Section 2.7. Cost and Expenses. Buyer agrees to pay all excise, sale, use, value added, registration, stamp, recording, documentary, conveyance, franchise, transfer, gains (but not capital gains or any other income taxes) and similar taxes and impositions incurred in connection with the transactions contemplated by this Agreement. Buyer also agrees to pay the cost of

recording any Closing Documents which Buyer elects to record, notwithstanding the provisions of Section 9.6 of this Agreement.

ARTICLE III

RESTRICTED ITEMS; CONDEMNATION AND CASUALTY

Section 3.1. Restricted Items.

(a) Non-Transferable Site or Agreements. Seller will inform Buyer of any circumstance known to Seller in which assignment or transfer of, or an attempt to effect an assignment or transfer of, any Site or any Authorizations or Contracts or any claims, rights or benefits arising thereunder or resulting therefrom without the consent of a third party or the waiver of a third party's rights would constitute a breach or violation thereof or affect adversely the rights of Seller. Seller agrees to use commercially reasonable efforts prior to Closing to assist Buyer to obtain any such consent or approval; *provided, however*, that Seller shall have no obligation under the terms of this Agreement to obtain any such consent or approval post-Closing.

(b) Relationship to Closing. Buyer understands and agrees that the transactions contemplated by this Agreement are to proceed to Closing regardless of whether any consents or approvals of the kind described in the preceding sub-section are required, were obtained at or prior to Closing, or whether Seller informed Buyer of the need to obtain the same, even if known to Seller. All Liabilities concerning the need for or failure to secure any consents or approvals of the kind described in the preceding sub-section are deemed to be Assumed Liabilities as of the Closing Date.

Section 3.2. Condemnation and Casualty Site. Seller agrees to remit to Buyer all insurance proceeds or awards received by Seller on account of any casualty, condemnation or eminent domain affecting the Site after the date hereof but prior to the Closing Date net of the cost of collecting the same and any cost incurred by Seller in making such Site safe. Buyer has no right to terminate this Agreement in whole or in part by reason of any casualty or condemnation. The terms of this Section 3.2 shall supersede any contrary provision of law.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 4.1. Incorporation; Authorization. Seller is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization with full power and authority to carry on its business as it is now being conducted. Seller has the power and authority to execute and deliver this Agreement and the Closing Documents, to perform fully its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and the Closing Documents, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or other action of Seller. Seller: (a) has duly executed and delivered this Agreement; and (b) on the Closing Date will have duly executed and

delivered each of the Closing Documents. Assuming the due execution and delivery of each such agreement by each party thereto other than Seller, this Agreement is the legal, valid and binding obligation of Seller, and on the Closing Date each of the Closing Documents will be the legal, valid and binding obligation of Seller, in each case, enforceable against it in accordance with its respective terms.

Section 4.2. Brokers, Finders, Etc. Seller has neither employed, nor is subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the transactions contemplated by this Agreement or any of the transactions contemplated hereby who is or may be entitled to a fee or commission in connection with the transactions contemplated hereby or thereby.

Section 4.3. Limitation of Representation and Warranties. **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH BY SELLER IN THIS SECTION 4, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SITE, INCLUDING WITHOUT LIMITATION THE WATER, SOIL AND GEOLOGY, (ii) THE INCOME TO BE DERIVED FROM THE SITE, (iii) THE SUITABILITY OF THE SITE FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (iv) THE COMPLIANCE OF OR BY THE SITE OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE, (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE IMPROVEMENTS AND PERSONAL PROPERTY FORMING A PART OF THE SITE, (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE IMPROVEMENTS AND PERSONAL PROPERTY FORMING A PART OF THE SITE, OR (viii) ANY OTHER MATTER WITH RESPECT TO THE SITE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE SITE WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATION OR INFORMATION PERTAINING TO THE SITE, OR THE OPERATION THEREOF, FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SALE OF THE SITE AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. THIS PROVISION SHALL SURVIVE CLOSING UNDER THIS AGREEMENT.**

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 5.1. Authorization. Buyer has the power and authority to execute and deliver this Agreement and the Closing Documents, to perform fully its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the Closing Documents, and the consummation of the transactions contemplated hereby and thereby have been, duly authorized by all requisite corporate or other action of Buyer. Buyer: (a) has duly executed and delivered this Agreement; and (b) on the Closing Date will have duly executed and delivered each of the Closing Documents. Assuming the due execution and delivery of each such agreement by each party thereto other than Buyer, this Agreement is the legal, valid and binding obligation of Buyer, and on the Closing Date each of the Closing Documents will be the legal, valid and binding obligation of Buyer, in each case, enforceable against it in accordance with its respective terms and subject to the effect of Creditors' Rights.

Section 5.2. No Conflicts. The execution, delivery and performance by Buyer of this Agreement and each of the Closing Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) violate any provision of the organizational documents of Buyer, (b) violate or conflict with any provision of Law to which Buyer is subject.

Section 5.3. Brokers, Finders, Etc. Buyer has neither employed, nor is subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the transactions contemplated by this Agreement who is or may be entitled to a fee or commission in connection with the transactions contemplated hereby.

Section 5.4. Condition of the Site. Buyer is acquiring the Site in their "AS IS" condition as of the Closing Date, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the condition of the Site, their fitness for any particular purpose, or their compliance with any Laws, and Buyer is not aware of and does not rely upon any such representation. Buyer acknowledges that it has had the opportunity to make, and has made, any and all inspections (or to have such inspections made by its agents or consultants) that it desires of the Site and all factors relevant to their use, including, without limitation, the interior, exterior, and structure of all improvements, and the condition of soils and sub-surfaces (particularly with respect to the presence or absence of Hazardous Substances).

ARTICLE VI
COVENANTS

Section 6.1. Release of Seller Liens. At or prior to the Closing and if necessary, Seller will cause either to be paid off, released of record, bonded off or insured over by the relevant title insurer any mortgages, deeds of trust, deeds to secure debt or similar security instruments which

encumber Seller's title to such Site and secure indebtedness for borrowed money owing by Seller or any Affiliate of Seller.

Section 6.2. Conduct of Business. From the date hereof and until the Closing and except as contemplated by this Agreement, Seller agrees to operate the Site only in the ordinary course of business consistent with its past practice.

Section 6.3. Public Announcements. Except as may otherwise be required by applicable Law or the rules or regulations of any applicable stock exchange, Seller and Buyer must not issue, or permit any agent or Affiliate to issue, any press releases or otherwise make, or permit any agent or Affiliate to make, any public statements with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other party hereto.

ARTICLE VII

TERM AND TERMINATION

Section 7.1. Termination. This Agreement may be terminated at any time prior to the Closing only by written notice from the affected party to the other party given pursuant to the following provisions:

(a) by Seller in the event Buyer is in material breach of this Agreement or any of Buyer's representations or warranties have been or become and continue to be materially untrue and such a breach or untruth exists and is not capable of being cured by and will prevent or delay the Closing by or beyond the Termination Date. If this Agreement is so terminated, Seller, at its option, shall be entitled to retain the Deposit; or

(b) by Buyer in the event Seller is in material breach of this Agreement or any of Seller's representations or warranties have been or become and continue to be materially untrue, and such a breach or untruth exists and is not capable of being cured by and will prevent or delay the Closing by or beyond the Termination Date. If this Agreement is so terminated, Seller shall return the Deposit to Buyer.

Section 7.2. Term. This Agreement will automatically terminate as of the Termination Date in the event that Closing has not yet then been effected unless the parties mutually agree to extend the date of Closing.

Section 7.3. Effect of Termination. Except as provided in this Article, in the event of the termination of this Agreement pursuant to Section 7.1 of this Agreement, this Agreement will forthwith become void, there shall be no liability on the part of any party, or any of their respective stockholders, officers or directors, to the other and all rights and obligations of any party shall cease, and the sole remedy as liquidated damages shall be the Deposit.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. Indemnification by Seller. From and after the Closing Date until the expiration of the applicable indemnity period as identified in Section 9, Seller agrees to

indemnify, defend, and hold Buyer harmless from and against any and all Losses incurred or resulting from:

(a) any breach of Seller's representations or warranties, or the breach by Seller of any other provision contained in this Agreement; or

(b) non-fulfillment by Seller of any of its covenants or agreements contained herein or in any Closing Document.

No claim for indemnification may be asserted after the expiration of the applicable Indemnity Period.

Section 8.2. Indemnification by Buyer. From and after the Closing Date until the expiration of the applicable indemnity period as identified in Section 9, Buyer agrees to indemnify, defend and hold Seller and its Affiliates harmless from and against any and all Losses incurred and resulting from:

(a) any breach of Buyer's representations or warranties, or the breach by Buyer of any other provision contained in this Agreement; or

(b) non-fulfillment by Buyer of any of its covenants or agreements contained herein or in any Closing Document; or

(c) the Assumed Liabilities.

No claim for indemnification may be asserted after the expiration of the applicable Indemnity Period.

Section 8.3. Indemnification Procedure.

(a) In the event Buyer or Seller (the "Indemnified Party") becomes aware of any Event which would entitle such party to indemnification by the other party hereunder (the "Indemnifying Party"), the Indemnified Party agrees to give the Indemnifying Party prompt written notice, with reasonable detail, of such Event. Upon receipt of such notice, the Indemnifying Party has the option of defending against the pending litigation resulting therefrom through engagement of legal counsel of its choice; *provided, however*, that the Indemnifying Party's choice of legal counsel must be acceptable to the Indemnified Party in its reasonable discretion. In the event the Indemnifying Party elects to defend, the Indemnifying Party agrees to keep the Indemnified Party fully informed on a timely basis of the status of the pending litigation, and the Indemnified Party agrees to reasonably cooperate in such defense.

(b) In the event that the Indemnifying Party elects to defend and is unsuccessful in such defense, it must promptly pay any and all Losses associated with the pending litigation being so defended. In the event the Indemnifying Party elects not to defend and the Indemnified Party defends, but is unsuccessful, then the Indemnifying Party must promptly pay any and all Losses. In the event that the Indemnifying Party elects not to defend and the Indemnified Party defends successfully, then the Indemnifying Party must promptly pay to the Indemnified Party any and all Losses.

(c) The Indemnifying Party may not settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnified Party unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim.

(d) The Indemnifying Party agrees to reimburse the Indemnified Party on demand for any payment made by the Indemnified Party at any time after Closing, based on the final judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands or actions in respect to any Losses to which the foregoing indemnification relates.

Section 8.4. Limitation on Indemnity Obligation; Exclusive Remedy. With respect to any claim by Buyer as an Indemnified Party, such claims, in the aggregate, shall be limited to no more than an amount equal to the Purchase Price. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO INDEMNIFYING PARTY SHALL IN ANY EVENT BE LIABLE TO ANY INDEMNIFIED PARTY FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF FUTURE REVENUE OR INCOME, COST OF CAPITAL, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY. EACH PARTY FURTHER AGREES THAT IT SHALL NOT SEEK, AND SHALL NOT BE ENTITLED TO, SPECIAL OR PUNITIVE DAMAGES AS TO ANY MATTER RELATING TO THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED HEREIN.** The indemnification provided in this Article and the provisions of Section 2.2 of this Agreement are the exclusive post-Closing remedies at law available to either party against the other party for any claim under this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.1. Survival. The representations and warranties of the parties contained in or made pursuant to this Agreement or any Closing Document shall survive the Closing and shall remain operative and in full force and effect for a period of six (6) months after the Closing Date. Except as provided in the foregoing sentence, the representations, warranties, covenants and agreements of the parties contained in or made pursuant to this Agreement or any Closing Document shall survive the Closing (unless any such covenant or agreement by its express terms in this Agreement does not so survive) and shall remain operative and in full force and effect for the statute of limitations applicable to contractual obligations.

Section 9.2. Default; Disputes. Each party recognizes and agrees that in the event the other party should refuse to perform any of its obligations under this Agreement, the remedy at law would be inadequate and agrees that for breach of such provisions, each party will, in addition to such other remedies as may be available to it at law hereunder, in equity, or as provided in Article VIII of this Agreement, be entitled to seek injunctive relief and to seek to enforce its rights by an action for specific performance to the extent permitted by applicable Law. Buyer shall not seek, nor shall Buyer be entitled to obtain, any money damages by reason of Seller's breach hereof. Rather, Buyer's exclusive remedies are either to terminate this Agreement or to seek specific performance hereof.

Section 9.3. Entire Agreement. This Agreement (which includes the Appendixes, Exhibits and Schedules attached hereto) constitutes the entire agreement between the parties and there are no other understandings, representations or warranties, oral or written, relating to the subject matter hereof.

Section 9.4. Amendment. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

Section 9.5. Notice. Notices given pursuant to this Agreement must be in writing and must be given by actual delivery or by mailing the same to the party entitled thereto at the addresses set forth below or at any such other address as any Party may designate in writing to any other Party pursuant to the provisions of this paragraph. Notice given by mail must be sent by United States mail, certified or registered, return receipt requested or by nationally recognized courier service providing receipt of delivery. Notices are deemed to be received on the date of actual receipt, in the case of personal delivery, or on the date of mailing, in the case of mailing. Notices must be served or mailed to the following addresses, subject to change as provided above:

If to Seller:

American Tower, L.P.
10 Presidential Way
Woburn, Massachusetts 01801
Attention: General Counsel

If to Buyer:

County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501
Attn: Jim Force

Section 9.6. Assignment; Recording. Buyer hereby covenants not to assign this Agreement except with the prior written consent of Seller, and any purported assignment made in violation hereof is void. Buyer must not either record this Agreement or a memorandum of it.

Section 9.7. Binding Effect. This Agreement and all of its terms and conditions extend to and are binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and permitted assigns.

Section 9.8. Further Assurances. Seller and Buyer agree to execute and deliver any further documents or assurances that in Law or otherwise are necessary, desirable or proper to consummate the transactions contemplated by this Agreement and carry out the intent and purposes hereof and to vest, perfect, assign or confirm, of record or otherwise, in Buyer title to the Site.

Section 9.9. Governing Law. This Agreement is governed by and is construed in accordance with the internal Laws of the State of California without regard to the principles of conflict of laws.

Section 9.10. Headings. The headings and captions in this Agreement are for convenience only and are not part of this Agreement.

Section 9.11. Interpretation. Neither this Agreement nor any provision contained herein is to be interpreted for or against either Party solely because that Party or that Party's legal representative drafted the provision.

Section 9.12. Expenses. All costs and expenses incurred by the parties in this transaction, including, but not limited to attorneys' fees and the fees of other third party service providers, are to be paid by the party incurring them, except as otherwise expressly provided herein.

Section 9.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which constitute the same Agreement.

Section 9.14. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be severed from this Agreement and the remainder will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed on the day and year first written above; *provided, however*, that this Agreement does not become effective as to either party until executed on behalf of both parties.

County of Riverside, a political subdivision of
the State of California

American Tower, L.P., a Delaware limited
partnership

By: _____
Bob Buster, Chairman
Board of Supervisors

By: _____
Name: _____
Title: _____

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
PAMELA J. WALLS, County Counsel

By: Synthia M. Gunzel
Deputy
SYNTHIA M. GUNZEL

JF:ra/040611/057IT/14.040

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APPENDIX I

DEFINITIONS

“Affiliate” (and, with a correlative meaning, “Affiliated”) means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. As used in this definition, “control” (including, with correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

“Assumed Liabilities” means the liabilities of Seller assumed by Buyer or its designee pursuant to the terms hereof or the Closing Documents and includes, without limitation, all Liabilities, whenever arising, and whether existing or related to periods ending before, on or after the Closing Date, related to, or arising in connection with the operation, ownership, use or occupancy of, any Site. Without limiting the generality of the foregoing, Assumed Liabilities shall include, without limitation, all Liabilities of Seller or any of its Affiliates under or related to each Land Lease, Tenant Lease and Related Contract as well as Liabilities pertaining to Hazardous Substances pertaining to the Site.

“Authorizations” means any written or oral communication giving authority or legal power to act, including without limitation Contracts, letters, leases, licenses, permits, or other instruments.

“Bill of Sale” means a Bill of Sale in the form annexed hereto as Exhibit B executed and delivered by Seller.

“Closing” means the consummation of the transaction contemplated by this Agreement.

“Closing Date” means the date of the Closing.

“Closing Documents” is a collective reference to the Deeds, the Bills of Sale, the Land Lease Assignments, the Related Contract Assignments, the Tenant Lease Assignments and the other contracts, documents and instruments required to be delivered under this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any instrument, contract, lease, warranty, permit or other agreement or arrangement.

“Creditors’ Rights” is a collective reference to the effects of bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and the effects of the application of general principles of equity.

“Deed” means an executed and acknowledged quit claim deed from Seller to Buyer in recordable form, which deed shall be substantially in the form of Exhibit A hereto.

"Environmental Law" means any Law applicable to the management, generation, storage, disposal, transportation, release, recycling, treatment, and other handling of, Hazardous Substances, the investigation, removal, remediation or other clean-up or corrective action for Hazardous Substances, the protection of persons, natural resources or the environment with respect to Hazardous Substances, or other activities involving Hazardous Substances.

"Equipment" means all physical assets (other than real property and interests therein), located at the relevant Site as of the Closing Date.

"Event" means the existence or occurrence of any act, action, activity, circumstance, condition, event, fact, failure to act, omission, incident or practice, or any set or combination of any of the foregoing.

"Exhibits" means each of the exhibits referenced within this Agreement and attached hereto, each of which is hereby incorporated herein.

"Excluded Assets" means the items set forth on the schedule entitled "Excluded Assets" attached hereto.

"Excluded Liabilities" means all or any income taxes of Seller or any of its Affiliates for any period.

"Hazardous Substance" means any substance that is deemed by any Environmental Law to be "hazardous," "toxic," a "contaminant" or "waste" or is otherwise regulated by an Environmental Law, including, without limitation, asbestos and petroleum products and by-products.

"Indemnified Party" shall have the meaning ascribed to such term in Section 8.3 of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to such term in Section 8.3 of this Agreement.

"Indemnity Period" means the applicable period with respect to which a representation, warranty, covenant or agreement survives the Closing as provided in Section 9.1 of this Agreement.

"Land Lease Assignment", where applicable, means an executed and acknowledged Assignment and Assumption of Land Leases in recordable form, which Assignment and Assumption of Land Leases shall be substantially in the form of Exhibit C attached hereto.

"Land Leases", where applicable, means any lease, license, permit or other agreement pursuant to which Seller leases or utilizes any of the Site.

"Law" means any domestic federal, state, or local law, statute, code, ordinance, rule, regulation, order or other requirement of a governmental authority.

"Leased Land", where applicable, means the tracts of land on which Towers are located, which tracts are leased or otherwise occupied or used by Seller pursuant to Land Leases.

"Leased Site", where applicable, means the Towers located on the Leased Land, together with the building, structures, other improvements and facilities (if any) and Equipment located thereon, and together with the related Land Leases, Tenant Leases, Related Contracts and Tower Related Assets, in each case, excluding the Excluded Assets.

"Liabilities" means any and all debts, liabilities, commitments, claims, allegations, demands and obligations, whether fixed, contingent or absolute, matured or un-matured, liquidated or un-liquidated, accrued or not accrued, known or unknown, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by generally accepted accounting principles to be reflected in financial statements or disclosed in the notes thereto.

"Losses" is a collective reference to any and all losses, costs, expenses, Liabilities, penalties, claims and other damages including, but not limited to, reasonable attorneys' fees and related costs.

"Owned Land" means the tracts of land on which Towers are located that are owned by Seller.

"Owned Site" means the Towers located on the Owned Land, together with the related Owned Land, the buildings, structures, other improvements and facilities (if any) and Equipment located thereon, and the associated Tenant Leases, Related Contracts and Tower Related Assets, in each case excluding the Excluded Assets.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a governmental authority.

"Purchase Price" shall have the meaning ascribed thereto in Section 2.3 of this Agreement.

"Related Contract", where applicable, means an agreement, other than a Land Lease or Tenant Lease, between Seller or an Affiliate of Seller, on the one hand, and a third party not Affiliated with Seller, on the other hand, pursuant to which a third party provides goods or services to, or which otherwise relates to, a Site (e.g., a maintenance agreement).

"Related Contracts Assignment", where applicable, means an executed Assignment and Assumption of Related Contracts from Seller to Buyer in the form of Exhibit E attached hereto.

"Schedule" means any of the schedules attached to this Agreement and incorporated herein by this reference.

"Site" is a collective reference to the one or more particular locations identified on Schedule 1 to this Agreement; *provided, however*, that no Site shall include either: (i) any Equipment or other personal property removed by Seller from the Site prior to the Closing Date; or (ii) the Excluded Assets.

"Tenant Lease", where applicable, means an agreement between Seller or an Affiliate of Seller, on the one hand, and a third party not Affiliated with Seller, on the other hand, pursuant to which Seller or such Affiliate rents to such third party space on a Tower and/or elsewhere at a Site.

"Tenant Lease Assignment", where applicable, means an executed and acknowledged Assignment and Assumption of Tenant Leases in recordable form, which Assignment shall be substantially in the form of Exhibit D attached hereto.

"Termination Date" shall have the meaning ascribed thereto in Section 2.5 of this Agreement.

"Towers" means the transmission tower(s) located at each of the Site identified in Schedule 1.

"Tower Related Assets" means, with respect to each Site: (a) the security deposits (if any) from tenants under the Tenant Leases related to such Site held by Seller; (b) all rights to any warranties held by Seller or any of its Affiliates with respect to such Site, including without limitation, the related Tower; (c) all rights under any authorizations held with respect to the ownership or operation of such Site; and (d) all current files and records of Seller or any of its Affiliates related solely to the ownership, occupancy or leasing of such Site.

Exhibit A
Form of Bill of Sale

BILL OF SALE

SITE NAME: Santiago Peak
SITE NUMBER: 41091

THIS BILL OF SALE is to be effective as of _____, 2011 and between American Tower, L.P., a Delaware limited partnership, on behalf of itself and its affiliates (collectively, "Seller") and the County of Riverside ("Buyer").

AGREEMENT:

1. For valuable consideration, and in accordance with that certain Purchase and Sale Agreement dated _____, 2011 between Seller and Buyer (the "P&S"), Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, without recourse or representation, all of Seller's right, title, and interest in and to the Site (as defined in the P&S) TO HAVE AND TO HOLD FOREVER.

2. The parties hereto hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

3. BUYER ACKNOWLEDGES THAT EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER SET FORTH IN THE P&S: (A) SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE SITE THAT HAS BECOME ANY BASIS OF THIS BARGAIN, (B) SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE SITE THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE, (C) SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE SITE (D) THE SITE IS SOLD ON AN "AS IS" BASIS.

4. This Bill of Sale is made pursuant and subject to the terms of the P&S, and in the event of a conflict between the terms hereof and the terms thereof, the terms of the P&S shall prevail.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, as of the date first above written.

American Tower, L.P.,
a Delaware limited partnership

By: _____

Name: _____

Its: _____

Exhibit B

Form of USFS Revocation Permit

**USDA FOREST SERVICE
HOLDER INITIATED REVOCATION OF EXISTING AUTHORIZATION
REQUEST FOR A
SPECIAL-USE PERMIT OR TERM SPECIAL-USE PERMIT**

PART I - REQUEST FOR REVOCATION (Completed by current permit holder)

I (We), the undersigned holder(s) of a special-use authorization, dated _____ authorizing me (us) to occupy and use National Forest System lands for radio communications facility have

(Mark one box with "X")

- ☐ conveyed all my (our) right, title, and interest in and to the improvements located on the parcel covered by said permit to:
- ☒ entered into a contract for the sale of the improvements located on the parcel covered by said permit but have retained title to said improvements until completion of payment under said contract with:

New Owner (1): County of Riverside

Address: 3403 10th Street, Suite 500, RIVERSIDE CA 92501

(Please Print)

New Owner (2): N/A

Address: N/A

(Please Print)

Phone: (951) 955-0560

Accordingly, I (we) request that the special-use authorization identified above be revoked. I (we) have informed the new owner(s) that (1) the current authorization is not transferable; (2) they must apply for and obtain a new authorization; (3) there are terms and conditions for the use of National Forest System lands; (4) and they must contact the Forest Service prior to acquisition of improvements. The remaining balance of any fees previously paid should be credited to the new owner(s) named above, if an authorization is issued.

Holder (1): American Tower Corp.

(Please Print)

Holder (2): _____

(Please Print)

Signature: _____

(Please Print)

Signature: _____

Date: _____ (mm/dd/yyyy)

PART II - REQUEST FOR A NEW PERMIT OR TERM PERMIT (Completed by new owner - Requester)

Request is made for a special use authorization to cover the same parcel of land or use covered by the authorization referred to above, and for the same purpose, subject, however, to such new conditions and stipulations as the circumstances may warrant. I (We) acknowledge that this is a request only, and that the use and occupancy of National Forest System lands is not authorized until an authorization is signed and issued by an authorized officer. I (We) also understand that an administrative fee may be charged by the Forest Service to process this request for a new authorization to use or occupy National Forest System lands.

Requester(1): James Force

(Please Print)

Phone: (951) 955-4822

E - Mail: JRForce@rivcoeda.org

Signature: _____

FAX: (951) 955-4837

Requester(2): N/A

(Please Print)

Signature: _____

Date: 11/16/2009 (mm/dd/yyyy)

18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false writing shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

PLEASE ATTACH BILL OF SALE, DEED, OR OTHER DOCUMENTATION VERIFYING PURCHASE OF IMPROVEMENTS

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and management Act of 1976, which authorizes the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and the Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for those authorizations. The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be

provided for information received by the Forest Service. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PART III - REQUEST CHECKLIST (Completed by Administrator/Case Manager)

- ☒ Yes ☐ No
1. Does the current use and occupancy of National Forest System lands and facilities comply with all federal, state, and local laws, regulations, orders, and policies? If not, what must be done to make the use and occupancy comply? _____
- ☒ Yes ☐ No
2. Is the current use and occupancy of National Forest System lands and facilities being conducted in a manner that is consistent with established standards and guidelines in the Forest Land and Resource Management Plan? If not, can it be made to be consistent? How? _____
- ☐ Yes ☐ No
3. What was the date of last inspection? What is the condition of the authorized area and facilities? (Describe undesirable or unacceptable conditions that need to be corrected.) _____
- ☐ Yes ☐ No
4. Does the requester(s) owe any fees to the Forest Service from a prior or existing special-use authorization? If yes, identify fees owed. _____
- ☐ Yes ☐ No
- ☒ Yes ☐ No
5. Is the requester(s) qualified to hold an authorization for the subject use and occupancy? If not, why? _____
- ☒ Yes ☐ No
6. Can the requester(s) demonstrate technical and financial capability to undertake the proposed use and occupancy, and fully comply with all the terms and conditions of the authorization? _____
- ☒ Yes ☐ No
- ☒ Yes ☐ No
7. Is there someone authorized by the requester(s) to sign an authorization, and there is someone willing to accept the responsibility of the terms and conditions of the authorization? _____

Remarks:

Signature of Administrator /Case Manager: Jake Rodriguez
(mm/dd/yyyy)

Date:

PART IV - AUTHORIZED OFFICER

☐ The request and/or requester do not meet the criteria identified in Part III of this form. Therefore, I will not approve this request to issue an authorization to use or occupy National Forest System lands for the use(s) described in Part I of this form.

☒ The request and the requester meet the criteria identified in Part III of this form. Therefore, I approve this request to issue an authorization to use or occupy National Forest System lands for the use(s) described in Part I of this form.

Signature:

Title:

Date:

(mm/dd/yyyy)

Schedule 1
The Site

1. Communications Tower (Quantity – 1)

ATC Site Name: Santiago Peak #4, CA
ATC Site No.: 41091
Coordinates: 33-42-38.69 N / 117-32-2.97 W
Tower Height: 125 ft. (AGL)
Tower Type: Self-Support
FAA #: 2004-AWP-3646-OE

2. Equipment Building (Quantity – 1)

Dimensions: 20x14
Type: Concrete Block Building

Schedule 2
Excluded Assets

Any of Seller's properties, assets and rights of every kind, character and description, tangible or intangible, which are not expressly set forth in Schedule 1 to this Agreement, including without limitation, any intellectual property of Seller related to the Asset or their design or manufacture or any good will associated with Seller's business related to the Asset.

Auth ID: TRD104301
Contact ID: RIVCOUNTY, EDA
Expiration Date: 12/31/2030
Use Code: 806

FS-2700-10b (10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

COUNTY OF RIVERSIDE, Attn: Economic Development Agency, 3403 Tenth St., Suite 500, RIVERSIDE, CA, 92501.

THIS LEASE, dated this _____ day of _____ by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and COUNTY OF RIVERSIDE, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the Cleveland National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of RIVERSIDE State of CALIFORNIA, NW1/4 Sec. 29, T. 5 S., R. 6 W., SAN BERNARDINO MERIDIAN, **Santiago Peak** (hereinafter called the "property"). Santiago Peak is located at Latitude 33° 42' 38" North and Longitude 117° 32' 03" West. The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a private mobile radio communications facility. Authorized facilities under this lease include:

Equipment shelter(s):

Equipment building (CMU construction) with dimensions of approximately 26' wide x 24' long x 10'-10" tall painted the equivalent of Sherwin-Williams "Torrey Pine Green".

Antenna support structure(s):

1 (One) Self-supporting lattice tower 80' tall

Ancillary structure(s):

1. Generator shelter (CMU construction) painted the equivalent of Sherwin-Williams "Torrey Pine Green". Shelter will have dimensions of approximately 15'-4" wide x 10'-8" long x 8' tall. The roof will be constructed using lightweight insulation concrete fill, or an equivalent material.
2. 1 (One) 2000 gallon propane tank mounted on a concrete pad. Pad will have dimensions of approximately 30' wide x 15'-4" long.
3. Wall (CMU construction), 8' tall, painted the equivalent of Sherwin-Williams "Torrey Pine Green". The wall will surround the propane tank and will contain a blast wall on the south side, which will also be 8' tall.
4. Chain-link fence, 8' tall with 3 strands of barbed wire that will surround the County's site

The location of the property is shown generally on the site management plan dated July 20, 2004 for the Santiago Peak Communications Site, which is attached and made part hereof as Exhibit A.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 12/31/2030. Termination at the end of the lease term shall occur by operation of law and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibits "B" and "C" operation shall commence on August 1, 2011. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 90.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site management plan.

C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Revocation, Termination and Suspension.

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 2 years.

3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the holder from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

E. Protection of Habitat of Endangered, Threatened, and Sensitive Species (X8). Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this authorization, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the authorization holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

F. Archaeological-Paleontological Discoveries (X17). The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

ACCEPTED this _____ day of _____, I _____, the undersigned have read, understand and accept the terms and conditions of this lease.

LESSEE:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Name: Bob Buster, Supervisor
Title: Chairman of the Board

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-12-11
SYNTHIA M. GUNZEL DATE

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

KEITH W. FLETCHER
District Ranger
Forest Service
Department of Agriculture

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

EXHIBIT A

TRD104301

COMMUNICATIONS SITE MANAGEMENT PLAN

SANTIAGO PEAK

TRABUCO RANGER DISTRICT

CLEVELAND NATIONAL FOREST

Reviewed by /s/ Keith W. Fletcher Date 6/3/2004
District Ranger

Recommended by /s/ Robert G. Macwhorter Date 6/4/2004
Forest Supervisor

Approved by /s/ Leigh S. Beck Date 7/20/2004
Regional Forester

County of Riverside Initial and Date Acknowledgement of Receipt of pages 1-32:

Initial Date

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COMMUNICATIONS SITE MANAGEMENT PLAN
SANTIAGO PEAK
TRABUCO RANGER DISTRICT
CLEVELAND NATIONAL FOREST

revised 3/5/2004

I. INTRODUCTION

The terms used in this communication site plan conform to the definitions listed in the October 27, 1995, Federal Register notice "Fee Schedule for Communications Uses on National Forest System Lands" and clarifications provided in Forest Service Handbook 2709.11, Chapter 90. In the event of a conflict, between the plan and these sources, the Federal Register notice and the Forest Service Handbook will govern.

The words "lease" and "lessee" as used in this plan refer to the relationship between the Forest Service and the Forest Service communications use leaseholder, the lessee. The words "customer" and "tenant" refer to the relationship between the lessee and the occupants in the lessee's facilities.

LEASE – An authorization issued to a communication facility owner or facility manager, allowing for the use of National Forest System lands to construct and or operate a communications facility and unless specifically prohibited, to sublease to occupants in that facility.

LEASEHOLDER OR LESSEE – Facility Owner/Facility Manager

CUSTOMER – Entities that pay a facility owner, facility manager or tenant for communications services and are not re-selling or broadcasting communications services to others

TENANT – A communications user who rents space in a communications facility and operates communication equipment for the purpose of re-selling, or broadcasting communications services to others for profit.

COMMUNICATIONS SITE – An area of National Forest System land designated through the land and resource management planning process. A communications site may be limited to a single communications facility, but most often encompasses more than one. Each site is identified by name; usually a local prominent landmark, such as Santiago Peak Communications Site.

FACILITY MANAGER – The holder of a Forest Service communications use authorization who leases space for other communication users. A facility manager does not directly provide communications services to third parties.

FACILITY OWNER – Individual, commercial activities, organizations, or agencies that, owns a communication facility on Federal land; own and operate their own communications equipment; and hold a communication use authorization.

NON-BROADCAST – This category includes Commercial Mobile Radio Service (CMRS), Facility Managers, Cellular Telephone, Private Mobile Radio Service

(PMRS), Microwave, Local Exchange Network, and Passive Reflector. These uses are further defined in FSH 2709.11 90. 97 Exhibit 01.

BROADCAST – This category includes Television Broadcast, AM and FM Radio Broadcast, Cable Television, Broadcast Translator, Low Power Television, and Low Power FM Radio. These uses are further defined in FSH 2709.11 90. Exhibit 01

This plan is intended to be used by Forest Service officials, administering communication uses at Santiago Peak, existing lessees, and applicants desiring a lease or a lease amendment. The plan will be kept updated by amending pages or sections of the plan rather than issuing a revised edition of the plan. When a revision is necessary, the plan will be amended by letter from the Trabuco District Ranger enclosing a copy of revised pages or sections. The amendments will be consecutively numbered.

Santiago Peak has been a prime two-way low power radio communications site for a large portion of Southern California for many years, starting in the mid 1940s. The Cleveland National Forest's Land and Resources Management Plan was amended, July 24, 2003 to recognize and designate the Santiago Peak communications site for two-way radio and non broadcast low-power uses. This site has one existing FM broadcaster operating at a power level consistent with the most senior uses. The most senior use at this site is low-power two-way radio repeaters. The maximum power output for the Santiago Peak communications site is based on the maximum output allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90.

Santiago Peak is heavily used for communication purposes and allowing additional users is becoming more complex. With the continuing growth of the communities surrounding the Trabuco Ranger District, there is a growing need for clear concise two-way radio traffic for public safety vehicles. Two-way radios are used by law enforcement agencies fire departments, and public land agencies for both administrative and emergency radio traffic.

This plan updates the current plan, which was approved in 1980. This new plan has technical standards for better management of the Santiago Peak communications site. This plan governs development and management of Santiago Peak and will be modified in the future as needs and conditions warrant. Any future such uses must be designed, installed, operated, and maintained to be compatible and not interfere with the existing senior uses.

A. Location and Description

Santiago Peak is located on the Trabuco Ranger District of the Cleveland National Forest, approximately 25 miles east of Santa Ana at an elevation of 5,687 feet. It is located in Section 29, Township 5 S., Range 6 W., S.B.M. Santiago Peak is in Orange County and Riverside County. The site can provide communication coverage to portions of Orange, Los Angeles, Riverside, and northern San Diego Counties.

Utilities are provided by Pacific Bell Telephone and Southern California Edison Company.

Map Exhibit A should be referred to when reviewing and using this plan.

II. OBJECTIVES

To accommodate the existing and future uses consistent with good land management and communications management practices, under the standards of the Cleveland National Forest's Land and Resources Management Plan. To primarily provide for public safety and high quality communications environment for existing users and to maximize efficient use of the communications site while minimizing user interference and mitigating environmental impact as well as to maintain a reasonable level of aesthetic integrity. This will provide for improved electromagnetic compatibility of all users.

Allow no new facilities requiring a new lease at Santiago Peak until existing facilities have been fully utilized. Current estimated occupancy of facilities at Santiago Peak is approximately 58% of designed capacity. The current projection is that this space will not be fully utilized within the next 5 years.

Reduce the measured average "noise floor" by 15 dB through current design, proper installation, and continuing maintenance of all current and future facilities.

Hold all Lease Holders responsible for their uses and those uses which are included in their facilities as tenants and customers to inspect and insure that all facilities are designed, installed, operated, and maintained according to the FCC or NTIA standards contained in their respective licenses; with the terms and conditions of the Lease issued by the Forest Service; and the standards contained in this plan and as amended.

Define and encourage the role of the Trabuco Electronic Users Association in management of Santiago Peak.

Work with the Trabuco Electronic Users Association and current lease holders to obtain permanent deeded access to the site.

III. AUTHORITY and JURISDICTION

A. Authority

Forest Service authority to authorize and manage communications uses on National Forest System lands derives from the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761-1771); Title 36, Code of Federal Regulations, part 251, subpart B (36 CFR 251, subpart B); Forest Service Manual (FSM) 2700 and FSM 6600; Forest Service Handbook (FSH) 2709.11, chapter 90, and FSH 6609.14.

B. Jurisdiction

The Forest Service has jurisdiction over the use and occupancy of National Forest System (NFS) lands for communications purposes under the National Forest Management Act (NFMA) of 1976 (16 U.S.C. 1600 *et seq.*); the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 *et seq.*), and Title 36, Code of Federal Regulations, part 251, Subpart B (36 CFR part 251, subpart B).

The Federal Communications Commission (FCC) has jurisdiction over the use of non-Federal channels of radio and television transmission under licenses granted by the FCC. The National Telecommunications and Information Administration (NTIA) has jurisdiction over the use of Federal channels of radio transmission under authorizations granted by the NTIA.

The issuance of an FCC license or NTIA authorization does not authorize the use and occupancy of NFS lands. A Forest Service special use authorization is required for the use and occupancy of NFS lands for communications purposes.

The Forest Service has jurisdiction over resolution of conflicts associated with the use and occupancy of NFS lands, such as those involving location and re-radiation. The FCC and NTIA are not responsible for resolving occupancy conflicts associated with the use and occupancy of NFS lands or the resolution of other conflicts when entities are operating within the limits of their FCC license or NTIA authorization. However, the FCC or the NTIA may be useful in assisting in the resolution of interference problems or other frequency conflicts.

IV. RESPONSIBILITY

Responsibility for granting occupancy and use of National Forest System lands rests exclusively with the U.S.D.A. Forest Service. The Trabuco District Ranger has the authority to issue communication site leases and manage communication sites in the Trabuco Ranger District including Santiago Peak.

The responsibility for correcting interference problems rests with licensees and the F.C.C. or NTIA, as appropriate. The first users at a site have seniority with respect to the resolution of interference complaints. New users on a site must correct, at their expense, interference problems that they create. They must cease operation of the suspect equipment until the problem is corrected. If interference problems cannot be resolved or corrected within a reasonable time, they must remove their equipment from the site. All users have an obligation to maintain their equipment to industry standards, to operate their systems in accordance with the terms of either their FCC license or NTIA frequency authorization and to comply with the Forest Service communication site lease and site plan under which they operate. Lease Holders have a responsibility for their use as well as the uses they include as customers and/or tenants.

V. EXISTING SITUATION - SEASONAL ROAD CLOSURE

Access to Santiago Peak from Orange County: - Maple Springs road closure from Silverado Canyon to the North Main Divide Road. Maple Springs road, which connects Orange and Riverside Counties will be closed to all vehicle and foot traffic from April 1, through September 30, of each year to accommodate the breeding season of the federally listed endangered Southwestern Arroyo Toad, (Bufo californicus). Alternate access roads are discussed in sections of this Plan.

VI. HISTORY AND EXISTING USE

Over the past 50 years the population of Southern California coastal and inland basins has increased dramatically and along with this increase has grown the demand for communication uses. Several high elevation mountain peaks have become key radio and microwave relay points serving large areas of Southern California. Santiago Peak, located 25 miles east of the City of Santa Ana at an elevation of 5,687 feet has been one key site for mobile radio systems and microwave relay, with its strategic location and almost totally unobstructed view of Orange County, the Los Angeles Basin, Western Riverside County, Southwestern San Bernardino County and Northern San Diego County.

In 1946 only one mobile relay radio facility existed on Santiago Peak which was built and used by the Forest Service for internal office radio use, private mobile radio, and was essential for fire protection needs and public safety. In 1947 the State Division Department of Forestry, County of Orange, and the Southern California Edison Company began using a joint facility on the peak and in 1948 the Pacific Telephone Company applied for a microwave relay station. By 1952 there were nine users on the mountaintop and several problems including interference were beginning to develop.

In 1961 the use had grown to 15 communication facilities housing communications equipment for 46 permit holders and preparation of a management plan for the peak was completed. As the years passed, demand for mobile communications services soared for government, business, and private use. By 1979, 23 communication facilities had been placed on the peak serving over 1100 permit holders'. In the 1980's three Forest Service structures were removed. Due to advances in technology, equipment became smaller and more efficient so radio use on the peak went up without a need to increase buildings on the site. In year 2000 there are 20 communication facilities with approximately 50 antenna structures.

Each facility owner/facility manager has a 20-year communications site lease with the Forest Service. Occupants in non-federal facilities no longer are required to hold an individual special use authorization. Federal Agencies, in the Forest Service building #10, have individual authorizations.

In July 2000, one low power FM broadcaster, transmit output power 900 watts and effective radiated power, 560 watts, was allowed on Santiago Peak. The low power FM station was given approval to broadcast when site plan was unclear as to intent to devote site to two-way uses. The FM broadcaster has been able to operate with no measurable interference. There is no separate area, at Santiago Peak, for FM broadcasters from the two-way users, the use is now commingled and will require that all uses are properly designed, installed, maintained, and operated to remain compatible.

VII. LAND MANAGEMENT PLAN

Regulations governing Forest Service management of communication sites are found in 36 CFR, Part 251, Subpart B. The 2700 section of the Forest Service Manual and Forest Service Handbook 2709.11, Chapter 90, are also primary sources. The Cleveland National Forest Land and Resources Management Plan contains goals and policies that apply to the Cleveland National Forest as a whole including objectives for management of communications sites. The plan designates Santiago Peak communications site as two-way radio, non-broadcast low power site with one existing FM broadcaster operating at a power level consistent with the most senior uses, see the July 24, 2003 Forest Plan Amendment Appendix N. Other uses which currently exist or which may be added as tenants or customers to existing lease holders must be strictly designed, installed, maintained, and operated according to their FCC/NTIA license, standards and guidelines contained in the Forest Land and Resources Management Plan, and objectives and standards contained in this document as amended.

VIII. PLANNING INFORMATION, STANDARDS AND CRITERIA

A. General Information

1. The lessees will serve as the prime contacts with the Forest Service, and will be expected to ensure that all occupants of their facility comply with the stipulations of the communication site lease.
2. Where possible and compatible, joint use will be required in all facilities, including buildings, access ways, parking areas, towers.
3. Leases will be issued for the area actually occupied by authorized improvements. (Footprint of the communication facility) Lessees do not have the authority to authorize others facilities adjacent to or within their defined lease area.
4. Other than general maintenance, all improvements such as building additions, antenna structures, and any ground disturbing activities must have a written environmental document and advanced written approval of the Forest Service.
5. Inspections will be conducted to ensure that the terms of the leases are being met. General practice will be to give the lessees two weeks advance notice of on site inspections. Less advance notice may at times be necessary or desirable. Lessees or their designated representative will be present at inspections. The Forest Service may be accompanied by officials of other government agencies, such as the FCC, or a representative of the Trabuco District Electronic Users Association.
6. The facilities and associated grounds must be maintained in a neat, safe and orderly manner. Annually, or more often as may be required, maintenance will be discussed between the lessees and the Forest Service, and the understanding reached will be documented in a letter to the lessees.
7. Sanitary facilities must meet Orange or Riverside Counties Health Department approval and must be provided by the lessees for their own use, in a manner and location satisfactory to the Trabuco District Ranger. All of the lessees and their tenants must provide for the removal of trash and garbage from National Forest System lands.
8. Commercial electrical power is provided to the site by the Southern California Edison Company. Installation of power lines will be provided in an authorization issued by the Forest Service to the Southern California Edison Company.
9. Commercial telephone service is provided to the site by the Pacific Telephone Company. Installation of telephone lines will be provided in an authorization issued by the Forest Service to the Pacific Telephone Company.
10. All utilities lines shall be underground and shall be buried in accordance with the Forest Land and Resources Management Plan and local ordinances and codes. Location of all utility lines will be posted.

11. Excavation and grading for facilities and roads must be adequate for future construction and extension of the facilities and roads, based on projections by the Forest Service.
12. It is anticipated that there will be increasing use of the nearby area by the general public for recreational purposes such as sightseeing, and picture taking. Because of vandalism, litter and traffic congestion, the site will be closed to general public vehicular traffic. Until shown to be incompatible with site operation, visitors must enter the site on foot. The Forest Service, and lessees or their representatives will control vehicle access to the peak by locking the gate that has been installed at the entrance to the site.
13. Patrolling and policing for security purposes are the lessees' responsibility. Lessees may have extra fencing, but groups of buildings rather than a single building must be fenced. This approach will reduce visual clutter and utilize existing space more efficiently.
14. Roads to Santiago Peak are graded once a year with some maintenance work done during the year if appropriated funds are available.. During the winter season if slides occur on roads leading to Santiago Peak they will be cleared at the expense of the Trabuco District Communications Users Association or the lessees.
15. For the purpose of calculating rent, Santiago Peak serves the Los Angeles Ranally Metro Area (RMA). By October 15 of each year, the lessee shall provide the Forest Service authorized officer a certified statement listing of the names of all tenants and customers, by category of use, in the facility on September 30th of that year. This certified list will be used for the purpose of calculating the lessees' rent.

B. Radio Frequency Interference (RFI) Criteria

1. For the purposes of this document, RFI can only be generated in three places; a transmitting system, a receiving system and/or at some external location. The object of interference control work is to properly address all of these areas so that interference does not occur.
2. Issues pertaining to receiver filtering and external sources of interference will be covered later in this document. For the moment, the general requirements of transmitting system design will be addressed.
3. Each transmitting system is considered to consist of one or more transmitters, a transmitter power combiner (if needed), external RF filters and an antenna. Effective radiated power (ERP) shall be defined as the total peak power of any antenna with all transmitters turned on and shall be referenced to a half-wave dipole.
4. Theoretical Design Criterion: Each transmitting system shall be designed so that its theoretical interfering signals are at least 20 dB below the dummy-loaded detection thresholds of all receiving systems at all other lease holder sites.

For example, suppose Lease Holder A has a receiving system with a dummy-loaded sensitivity of $0.2 \mu\text{V}$ (-121 dbm) for 12 dB SINAD @ a given VHF high band frequency. Lease Holder B must be sure that its transmitting system – on a theoretical basis – is sufficiently shielded and filtered so that the maximum induced signal in Lease Holder A's pass band – with outdoor antennas connected – is no more than $0.02 \mu\text{V}$. If more than one transmitting system is involved, this requirement shall apply to each system separately.

5. Operational Check: Even if the theoretical design criterion mentioned above is met, some interference to receivers may still occur because of insufficiently shielded or filtered receivers or external junctions which act as sources of wideband noise (including generation of harmonics and intermodulation products). A new user who causes more than a de minimis rise in the existing noise floor at another Lease Holder's site – and who cannot cure that problem – should not be allowed to become a permanent tenant.
6. Radio users have a continuing obligation to perform reasonable on/off transmitter tests to determine the interference effects associated with their operations. Should RFI occur, cooperation between all parties to resolve the interference is mandatory.
7. Noise Floor: The "noise floor" at Santiago Peak was sampled in March 2000. A copy of this analysis is contained in publication JSC-CR-00-036 "Santiago Peak Radio Frequency Interference Study" dated May 2000. Distribution is limited to US Government Agencies only. Other requests shall be referred to the US Forest Service.

The objective for this site is to maintain an optimum "noise floor" to at least -100 dbm for low band. Any new tenants or customers will not subject the current users of the site to any measurable degradation of the current noise floor on all frequencies reasonably removed from the user's own frequency, thereby not causing any measurable degradation to existing receiver performance of the senior uses.

C. Structures: Standards and Criteria

There will be no new facilities allowed at Santiago Peak. The maximum numbers of leases have been authorized. (Exception – lessees that have two buildings on one lease may sell one of their buildings, in that incident another lease would be issued with the remaining years brought forward from the previous owner.)

One communication building, minimum size of 1200 square feet with one 120' maximum height free standing lattice type tower shall be an authorized facility. If the need should occur for a new facility, it would be authorized through the issuance of a prospectus. If an existing facility is substantially damaged, (i.e., by an earthquake), the facility owner or facility manager must have prior authorization by the District Ranger to rebuild.

Existing facilities will normally be allowed to be refurbished, have expansions, construction of towers, generator rooms and installation of propane tanks, but must have prior authorization by the District Ranger.

To maximize use on the peak structures under construction will be located to avoid physical interference with existing users; to minimize visual impact; and to minimize impact on soil and vegetation.

The conceptual design guidelines will be used to evaluate construction proposals. The design guidelines are conceptual only, and are for consideration of the visual resource management of the site. All new construction will have to be designed specifically for the site proposed for the construction, taking into consideration not only the visual resource, but also topography, technical feasibility, communications engineering, and economic factors. In addition to the conceptual guidelines, the following are standards and criteria that have been adopted for Santiago Peak communications site:

1. Facilities - Weather Conditions

All structures will be erected to withstand maximum predictable conditions of severe weather. Thus towers, with anticipated antennas, buildings and any other structures must be designed for 120 mile per hour winds, severe icing, and loads of up to five feet of snow at one extreme, and over 100 degree temperatures and severe fire conditions at the other extreme.

2. Building Size

New communication buildings will be a minimum building size will be 1200 square feet and one story. If topography would dictate otherwise, a smaller communications building could be built.

3. Buildings, Walks, and Floors

- a. Buildings, walks, and floors must be constructed of concrete block, masonry, reinforced concrete, or equivalent.
- b. Roof surfaces must be non-reflective.
- c. The building color will be approved by the Forest Service to reduce visual impact. Any change in color scheme will generally not be required until the existing building is due to be repainted.

4. Auxiliary Propane Power Generators

- a. Generators will be authorized if the unit is contained within a cement block enclosure.
- b. Generators' fuel lines and fuel tanks must be installed to meet local and State requirements.
- c. The fuel lines must be buried in accordance with local government, ordinances and code.
- d. The location of the fuel lines must be posted.

5. Facility Identification

- a. The number of the building facility and one or more emergency telephone number for contacting the lessee or a representative must be posted on each building, on all doors entering the building and on gates in the fence where appropriate. The telephone numbers listed must provide assurance of contacting the lessee or a representative at any time on a 24-hour basis.
- b. The size of all letters and numbers must be at least two inches in height.
- c. Posting of telephone numbers must be kept current.

6. Fencing

- a. The standard fencing is eight feet (8') galvanized steel chain link, with three (3) barbed wire strands on top, sloped outward. If higher fences for security purposes are requested, site specific review and approval must be obtained prior to installation.
- b. Fences must be properly grounded and maintained.
- c. Gates in the fence must be adequate for Forest Service access.
- d. Access through the locked gates will be provided for the Forest Service, the Southern California Edison Company, and Pacific Telephone Company.

7. Antenna Support Structures (Towers)

- a. Antenna support structures will be designed to accommodate the reasonably predictable needs of the user to match the space available in the building.
- b. Antenna support structures must be of lattice-type galvanized steel and must be self-supporting. New towers shall comply with the current EIA/TIA - 222 Standard. GUY WIRES WILL NOT BE PERMITTED.
- c. Galvanized steel towers structures will not require painting.
- d. The maximum tower height will be 120 feet. Tower lighting is not authorized at this site.
- e. All antenna structures with guy wires and telephone poles must be removed from Santiago Peak communications site when the current lease expires or within a 5 year period if the current lease is assigned to a new owner.
- f. All towers in excess of forty feet in height must have ice shields installed to protect people and lower antennas and dishes.
- g. Dissimilar metals must not be placed in contact with each other in such a manner that would create a galvanic junction or RFI, nor should they be allowed to make "casual" or scraping contact. For example, bare copper transmission line in contact with a steel tower is an invitation for electrolysis and RFI.

- h. At no time should similar metals make "casual" or scraping contact. For example, coiled or lumped guy wire pigtails are potential sources of RFI. Loose nuts, bolts, mounting brackets, transmission line hangers and other such hardware may also create RFI.
- i. All tower hardware should be periodically inspected and tightened. Dangling, corroded or unused hardware should be removed immediately. (Even a damp rope whipping against a transmitting antenna can cause arcing and wideband noise).
- j. Rust on towers and antennas should be removed and the affected areas properly treated.
- k. Towers and antennas should survive a "shake test" without producing noticeable RFI.
- l. Anti-climb devices, removable steps, or other means to discourage unauthorized climbing of the towers shall be used.

8. Microwave Dishes

- a. All radiating parabolic dish antennas shall be equipped with a radome (cover) to prevent perching on the feedhorn within the near-radiating field. This requirement is authorized under Clause III. C. in the Forest Service communications use lease, which provides that the "Lessee will comply with applicable laws, for environmental protection."
- b. Radomes not currently in place shall be a gray. Manufacturer's trademark on the radome shall not stand out.
- c. Microwave dishes and covers will be gray in color.
- d. Fences or other structures associated with the antenna shall be at a height to prevent perching in direct line with the antenna dish.

9. Antennas

- a. All antennas shall be installed in accordance with the manufacturer's specifications.
- b. Antennas installations shall be designed and constructed to minimize interference.
- c. All antennas shall be terminated to the proper feed line.
- d. All antennas not in immediate use will be terminated in their characteristic impedance (Z_0) to prevent re-radiation of intercepted signals or noise and if not anticipated to be utilized within the current year, must be removed from the towers.

- e. Unused antennas from the previous year which are not removed by September 30 each year will be included in the billing at the full year schedule rate.
- f. Tall whip-type antennas should be secured at the top and bottom to avoid wind induced flexing which can lead to intermittent connections and RFI effects.
- g. Vertical separation with respect to adjacent towers will be taken into consideration before installation.

10. Transmission Feed Line

- a. All transmission lines should be solid shielded and insular jacketed. Braided outer conductor coaxial cables with double shields and insular jackets may be used for short pigtailed and jumpers.
- b. RF connectors should be sealed appropriately so as to prevent corrosion and metal-to-metal contact with tower structures. Silver or silver plated connectors are recommended.
- c. RF connectors using magnetic and para-magnetic materials (e.g. stainless steel, nickel plating, ferrites) should not be used.
- d. Feed lines shall be grounded in compliance with manufacturer's recommendations, if available.
- e. Unused feed lines shall be terminated in their proper impedance. No unterminated feed lines shall be permitted.
- f. Old feed lines that will not return to service, shall be removed.

11. Transmitters and Receivers

- a. All commercial/government-transmitting operations shall be authorized by the FCC or IRAC/NTIA.
- b. All radio equipment shall be Type Accepted or Notified in accordance with FCC or other governmental requirements. Amateur and other equipment not requiring formal acceptance/notification shall also meet pertinent acceptance/notification standards before being installed at multi-user sites. The EIA/TIA-603 standards document, published by the Telecommunication Industry Association (TIA), is a good reference source for equipment specifications.
- c. Radio equipment used for an application should be designed for that application. Land-mobile radio equipment intended for use in a mobile installation shall not be used as a mountain top base station or repeater.
- d. RFI may occur because of cabinet leakage or imperfect equipment shielding. Unwanted signal ingress or egress may involve local oscillator, multiplier, I.F. and harmonic frequencies. Sufficient shielding must be employed to avoid cabinet leakage effects. Transmitter and receiver shields should not be removed

except during repair activities. Supplemental shields should be purchased and installed, if available.

- e. Incompatible frequencies should be discouraged. A proposed transmitting frequency which is too close to an existing receiver frequency would be one example of an incompatible and inadvisable operation. Control stations or base stations which use-reversed frequency pairs must not be allowed.

In the following items, which refer to receivers, the word "receivers" includes preamplifiers and multi-couplers.

- f. All receivers will have sufficient "front-end" pre-selection (filtering) to prevent receiver-induced interference effects.
- g. Additional protective devices such as resonant cavity filters or crystal filters may be required to further protect the receivers from interference.
- h. In extreme circumstances, strong signals at the inputs of unprotected receivers can cause intermodulation and harmonic products to be reradiated to the detriment of others users.

12. Bandpass Filters and Circulator/Isolators

- a. All transmitters must have circulators (isolators) AND bandpass filters installed to adequately suppress harmonics, wideband noise, intermodulation products and out-of-band spurious products to prevent direct interference to other users under all operating conditions.
- b. In the event that circulators (isolators) are not readily available or practical for a particular application, additional bandpass filtering must be employed to provide the necessary protection.
- c. Simple pass-notch duplexers are generally inadequate as wideband interference control devices. A pass-notch cavity filter will not exhibit the excellent out-of-band rejection characteristics of a simple bandpass filter. Bandpass cavity filters (sometimes in combination with harmonic filters) may need to be added to duplexers to achieve satisfactory results.
- d. Many bandpass filters will "open up" and pass odd-order harmonic frequencies or emissions, which are close to the harmonics. Separate harmonic filters shall be used, when necessary, to control these frequencies.
- e. In many cases a circulator (isolator) will be built into a transmitter power amplifier assembly or otherwise installed as part of the transmitting equipment. Additional isolators may need to be added for operation at a multi-user site.
- f. A circulator (isolator), by itself, is a strong harmonic generator. Adequate harmonic filtering will be employed.
- g. The dummy load associated with a circulator (isolator) should be capable of dissipating full transmitter output power.

- h. All protective devices must be adequately maintained. Corrections or repairs shall be made immediately.

13. Grounding

- a. Each facility shall employ and maintain an industry standard site-grounding system.
- b. All towers, buildings, and equipment shall be properly bonded to a common facility ground.
- c. Facility grounding must be constructed with #2 AWG or larger copper wire bonded to adequate copper electrode system and/or a maintained chemical grounding system.
- d. All buried joints must be welded. Equipment grounding shall be of industry standard and must be bonded to the facility ground system.

14. Electrical Service

- a. All electrical facilities, equipment, and their installation shall conform to the "National Electrical Code", and local laws.
- b. All permanent AC wiring shall be installed in metallic conduit.
- c. Back-up power units shall conform to the "National Electrical Code" and local laws.

15. Housekeeping

- a. Rusty or corroded fences should be replaced and/or treated as required.
- b. Fences should survive a "shake test" without producing noticeable RFI.
- c. Effective tower, transmission line, equipment and fence grounding is essential.
- d. Construction debris constitutes a potential source of RFI and shall not be allowed to accumulate. Debris, which remains adrift, such as from installation and modification activities, may raise the noise floor for all users.
- e. The use of active signal "booster" systems is to be discouraged. (In its simplest form, an active booster consists of a receiving antenna, a passband filter, an RF amplifier and a transmitting antenna some distance away). VHF/UHF boosters are often unstable. Self-oscillations can cause widespread interference effects.
- f. Cellular telephones, handie-talkies and simiTRD portable devices are to be used with extreme caution at the communications site to avoid overloading and possible destroying sensitive receiving equipment already in place.

- g. No temporary installations that fail to meet the guidelines of this document will be allowed.

16. Construction Plans

- a. All plans, unless otherwise approved in writing by the Trabuco District Ranger, for buildings, grading, towers and other construction must contain a certification by a licensed architect or engineer that the proposed improvements comply with all County and State codes as well as the conditions of this plan.
- b. If the County requires issuance of a building permit, a copy of it must be submitted to the Trabuco District Ranger before the proposed improvement can start construction.

17. Communications Site Plan Map

The location of all improvements will be shown on the communications site plan map. The map shall also be maintained in a digital (AutoCAD) format. Changes initiated by lease holders will be added to the digital version of the map.

D. Unique or Special Environmental or Resource Protection Considerations

Discouraging Condor/Raptor Use at Communications Sites

Condors naturally seek high points to roost. In order to fly they require favorable winds and perches to help search for food using their keen vision. Communication sites offer elevated peaks with the added attraction of multiple landing perches. When they roost at these sites, their curiosity can lead to hazards to the birds and damage to the facilities. Condors may be harmed by perching in locations where concentrated radio frequencies occur, such as near antennas or in direct line with security fences or support facility rooflines. Condors will pull and peck at any loose wire or soft object, such as insulation, rubber, or weather stripping. They may also become entangled in wires or towers, or harmed in other ways. Possible solutions may include the five items listed below, and after a site-specific survey, the Forest Service may require additional measures.

1. Place anti-perching devices along open horizontal surfaces at tower tops, protruding arms, along the edge of flat roof tops or roof ridges, along a quarter-arch on the front edge of large drum micro-wave dishes, and along horizontal coverings or tracks holding wave-guides.
2. Immediately remove trash and garbage from the site.
3. Secure all loose wires.
4. Cover all insulation or other soft materials.
5. Cover any spill retention or catchment basin or other structures that may collect and hold water or other liquids condors may attempt to drink.

Prior to the approval any activity that could affect historic or prehistoric resources, the following are required to be completed:

1. Ensure that the proposed plans do not conflict with any heritage resources that may contribute to the prehistoric and historic themes that are present within the entire Santiago Peak Electronic Site Complex, or any stipulations developed to preserve those themes.
2. An inventory of the project area, if one has not been done, to identify heritage resources or on-the-ground examples that contribute to any of the significant themes.
3. Appropriate level of tribal consultation.
4. Documentation of compliance with the Section 106 of NHPA.

Any proposed development will be planned so as to retain as much of the evidence of the historic remains as possible. The Forest Service must pre-approve any modification, or maintenance of buildings, antenna structures, or appurtenant facilities.

IX. ACCESS ROADS TO SANTIAGO PEAK

Two road accesses to Santiago Peak are provided via through Silverado Canyon road to the Maple Springs Road to the North Main Divide road, and via the North Main Divide road from the Ortega Highway. Use of other National Forest roads to access the site, from a public highway, would necessitate crossing private land; lessees and other users will be responsible for acquiring permission to cross private land.

National Forest roads are subject to intermittent closures to prevent damage to the road and adjacent resources, such as during inclement weather. During such periods, use by lessees and their representatives are authorized by an existing Forest order.

There are also periods when National Forest System lands, covered by a communication site lease, may be closed to entry due to extreme fire danger. Such as when there are multiple fires throughout the country and Forest Service firefighting resources have been depleted. Use of the roads to the site during the fire closure would be authorized for the lessees and their representatives by an emergency Forest order.

The Santiago Peak communications site may also be reached by helicopter. Helicopter use will need to be coordinated with the Forest Service, through the Trabuco District Ranger.

The Forest Service currently maintains Forest Development Roads consistent with overall management needs and as finances permit. Blading and drainage maintenance occurs once per year if budget constraints allow. More frequent or earlier maintenance will be the lessee's responsibility. This will be accomplished by the lessees, through the Trabuco District Communications Users Association, by performing the work pursuant to an agreement with the Forest Service.

On Forest Service gates, for accessing the site, only one lock will be allowed for communications users to the site. Individual communications users' or agents' locks will not be permitted. Lease holders and users must obtain their own gate access key from an authorized locksmith.

X. FIRE SAFETY AND HAZARD REDUCTION

All facility owners will be responsible for maintaining hazard reduction annually at their communications facility from May 1, through November 1. The vegetation must be reduced as needed to keep the height of all live and dead material within six inches of the ground. The purpose of the hazard reduction is to protect facilities within the communication site. Hazard reduction around each facility must be accomplished in accordance with applicable laws, regulations, orders, and ordinances to the satisfaction of the authorized officer. For other facilities (such as propane tank farm) a 30 to 100-foot zone must be created around each facility that is cleared of all vegetation except grass or forbs. The clearing zone for this site will be determined by a Forest Service fuels specialist. Vegetative control measures will require advance written approval by the Forest Service. A fire plan will be prepared for each communication facility.

Items to be included in the plan are:

1. Fire prevention measures, including a hazard reduction plan.
2. Fire suppression procedures for fires occurring within the building or as a result of actions taken under the Forest Service communication lease.
3. Notification procedures for fire emergencies.
4. Each building facility will have at least one 20# ABC fire extinguisher.

XI. AUTHORIZATION FOR COMMUNICATION FACILITIES

New authorizations must be initiated through the Trabuco District Office located at 1147 East Sixth Street, Corona, CA, 92879. (909) 736-1811. The Communication Site Lease, Forest Service Form FS-2700-4a, authorizes the use and occupancy of National Forest System lands for communications uses for a period of up to thirty (30) years. The communication site lease is assignable upon prior written approval of the Trabuco District Ranger. If the lessee sell improvements covered by the lease, lessee and new owner must notify the Forest Service in writing prior to transfer of improvements. (The FS-2700-3a is a convenient format to accomplish the transfer of improvements.) Leases in which the rent has been waived or exempted are not assignable. This communications site plan for Santiago Peak will be made a part of all communication site leases issued for Santiago Peak and will be enforced through those leases. Each lessee will include the requirements of the communication site lease and the site plan into any documents that establish a contractual or business relationship between the lessee and the occupants in their facilities. The lessee is responsible for enforcing those provisions.

A. Procedures for Allowing New Frequencies.

1. Frequencies - Before any new frequencies are authorized to operate on Santiago Peak the process described in Exhibit F flowchart must be followed to ensure that new frequencies do not cause interference and are otherwise compatible with existing use categories.
2. Construction of New Facilities - Before any new construction projects are approved on Santiago Peak the lessee shall complete the following processes:

- a. Submit to the Trabuco District Ranger a conceptual drawing of the construction project for review and approval.
- b. After approval of the conceptual drawing, the lessee or proponent shall have three sets of plans drawn by an accredited engineer or architect, of the construction project and submit them to the Trabuco District Ranger for final approval.
- c. After the three sets of plans have been stamped as approved by the Trabuco District Ranger, the lessee holder or proponent shall take the plans to the designated County planning department, (Orange or Riverside County) for code compliance review. They will check the three sets of plans for code compliance. When the three sets of plans have been stamped approved by the County submit them to the Trabuco District Ranger.
- d. The Trabuco District Ranger will review the plans approved by the County and the appropriate environmental document.
- e. The Trabuco District Ranger will provide a copy of the amendment to an existing lessee for reconstruction or addition projects. When the lessee approves the amendment, they will sign it and return it to the District Ranger. The Trabuco District Ranger will execute the amendment and return it to the lessee with one set of approved stamped plans.
- f. Construction may begin after contacting the Trabuco District Ranger to establish a project starting date. On large projects there would be a pre-construction meeting before construction may commence.
- g. A copy of the current AutoCAD map of Santiago Peak will be provided and an accredited engineer or architect must amend this file with the "as built" facilities so that they are geo-referenced to other features on the site map.

XII. TRABUCO DISTRICT ELECTRONIC USERS ASSOCIATION (TDEUA)

The objective of the sanctioned TDEUA (Association) is to represent the lessees and occupants of the communication facilities in dealing with the Trabuco Ranger District, Cleveland National Forest on matters relating to the lessees use and occupancy of the Santiago Peak communications site. The Association can identify and suggest solutions to existing or anticipated problems at the site. The advice and recommendations of the Association are not binding on the Forest Service; however, the District Ranger will take their recommendations into consideration. Advice and recommendations from the Association will enable the Forest Service to make more timely decisions regarding communication facilities, tower proposals, new type of equipment, and procedural matters. Conversely, without an effective Association, management of the site will be less efficient in meeting the desires of new and existing lessees. Lessees and occupants of their communication facilities are not required to join the Association. The Association will keep non-member lessees informed of pertinent information relating to Santiago Peak

The Association will also assist the Forest Service in performing general site inspections. The scope of these inspections will be confined to what can be seen on the outside of any lessee's facility, unless the Forest Service is doing a more in depth inspection for compliance with the technical standards which are a part of the Santiago Peak communications site plan that would require entrance into the lessee's communication facility or for audits for

compliance with inventories of the types of uses being operated within a facility, as reported to the Forest Service.

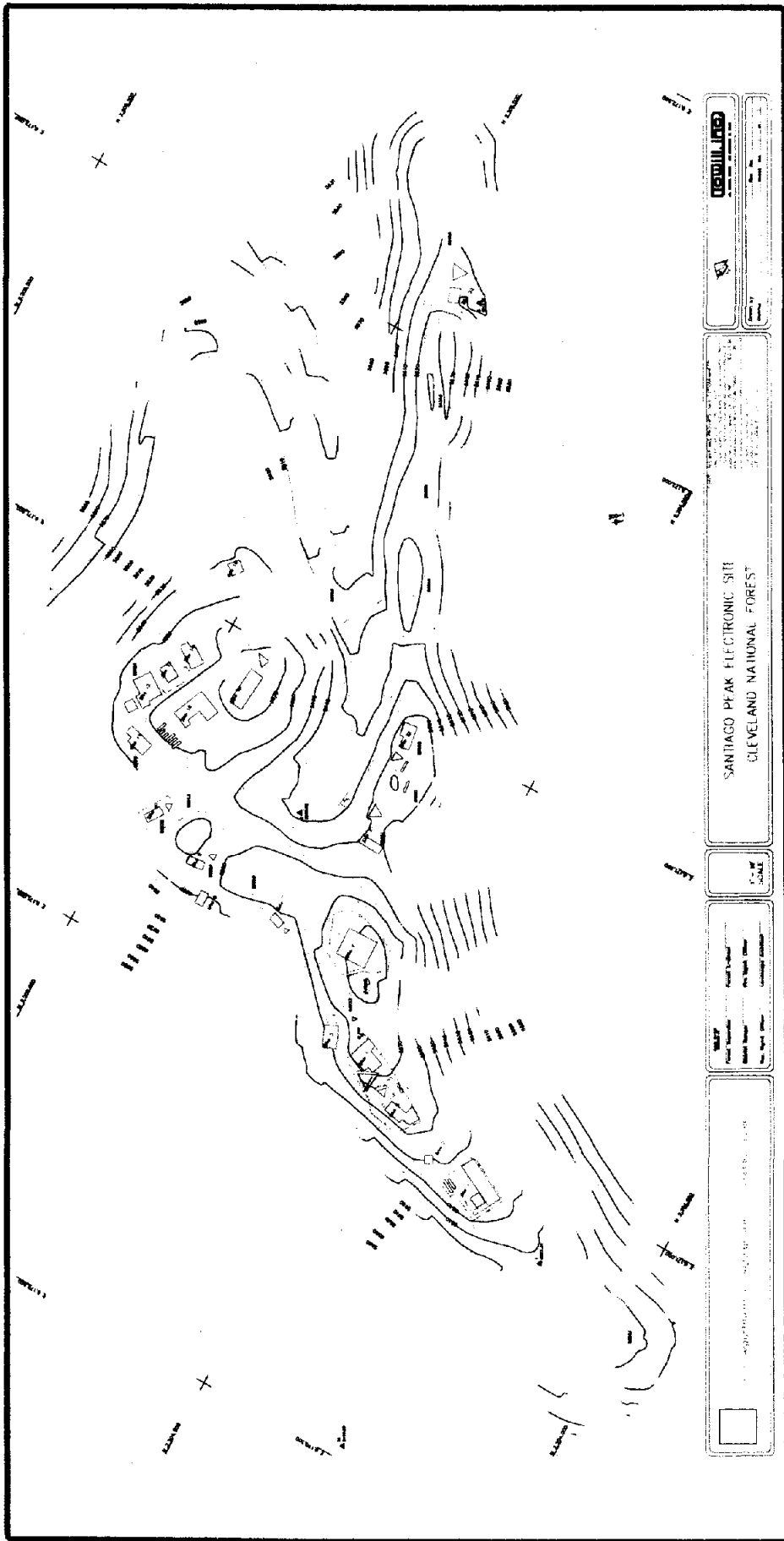
In June of 1996 the TDEUA formed a Technical Standard Committee to write standards and guidelines to help manage the communications sites on the Trabuco Ranger District. The committee was comprised of seven industry members and one Forest Service member. These standards have been incorporated into the Santiago Peak communications site plan. The Forest Service has edited the standards to comply with the direction for the management of Santiago Peak.

In 1981 the TDEUA formed and constituted their Association, formerly known as the Santiago-Modjeska Peaks Users Association. The existing Association includes all the communication sites on the Trabuco Ranger District; Sierra Peak, Modjeska Peak, Santiago Peak, Pleasants Peak, and Elsinore Peak. Their Constitution and By-Laws need to be revised because they do not correlate with the direction of the new communication lease document. The Constitution and By-Laws for the Trabuco District Communications Users' Association are included in Exhibit - E.

XIII. APPENDICIES

- A. Site Plan Map
- B. Authorized Facilities
- C. Photographs
- D. Fire Plan
- E. User Association Constitution and By-Laws
- F. Flowchart for Evaluating Proposed Uses

SITE MAP



SANTIAGO PEAK – AUTHORIZED FACILITY TABLE

Facility # Name	Auth #	Use	Building	Tower	Access/Parking	Other
# 1 County of Orange	TRD100300	PMRS	16'x 65'	100'	Access and parking	Fence 2- 1150 propane tank 115 kv generator in 4'x 12' bldg
# 2 Dept of Justice	TRD000401	PMRS	10'x 16'	3 wood poles	Access and parking	
# 3 Pinnacle Towers	TRD0505	FAM	1169 sq ft	80'	Access and parking	Fence 3'x 20 concrete retaining wall 2 500 gal propane Generator
# 4 So. California Edison	TRD416913	MIC	28'x 60' 9'x 12' gen room	110'	Access and parking	Fence 2 490 gal propane
# 5 American Tower	TRD415001	FAM	33'x 20'	100' 6-wood poles 20' monopole	Access and parking	500 gal propane Generator
# 6 American Tower	TRD417801	FAM	44'x 44'	50'	Access and parking	12' fence FS lookout framework
# 7 Touch Tel Corp	TRD 0509	CMRS	20'x 12'	40' lattice 3 – wood poles	Access and parking	
# 8 Gas Co/State of Calif	TRD415901	PMRS	22'x 48'	100'	Access and parking	Fence 170'x 12' 1000 gal propane 135' retaining wall
# 9 XW, LLC	TRD5001	FAM	12'x 24'	60' 35'	Access and parking	

Facility # Name	Auth #	Use	Building	Tower	Access/Parking	Other
				120' 20'		
# 10 Forest Service	TRD000601	PMRS	30'x 13'	120'	Access and parking	8' fence
# 11 Mobile Relay Assoc.	TRD412302	FAM	20'x 30' 12'x 12' addition	4 wood poles 3 – antenna supports	Access and parking	500 gal propane tank
# 12 American Tower	TRD914201	FAM	1265 sq ft	120' lattice 35' 16' 15' antenna pole	Access and parking	70 Kw generator 1000 gal propane tank
# 13 American Tower	TRD415001	FAM	16'x 24'	120' lattice	Access and parking	Fence 500 gal propane generator 50' block retaining wall
# 14&15 Lodestar	TRD911301	FAM	30'x 20' 8'x 13 gen room 18'x 6'	120' lattice 3- guyed wood poles	Access and parking	1150 gal propane
# 16 SpectraSite	TRD	FAM	21'x 46'	—'	Access and parking	Propane tank
# 18 Pinnacle Towers	TRD0503	FAM	20'x 35' 40'x 12' addit.	120'	Access and parking	8' fence 2- 1000 gal propane 175 KW generator
# 21 Los Angeles SMSA	TRD481102	FAM	36'x 14' 12'x 12' gen room	120'	Access and parking	1000 gal propane tank
# 22 State of Calif, DOT	TRD101401	PMRS	37'x 19'	100'	Access and parking	1000 gal propane tank
# 23 Am Tower dba Prime Comm Sites	TRD906501	FAM	20'x 40'	120'	Access and parking	

PHOTOGRAPHS

(See associated website or CD)



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Building # 1



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Site # 3



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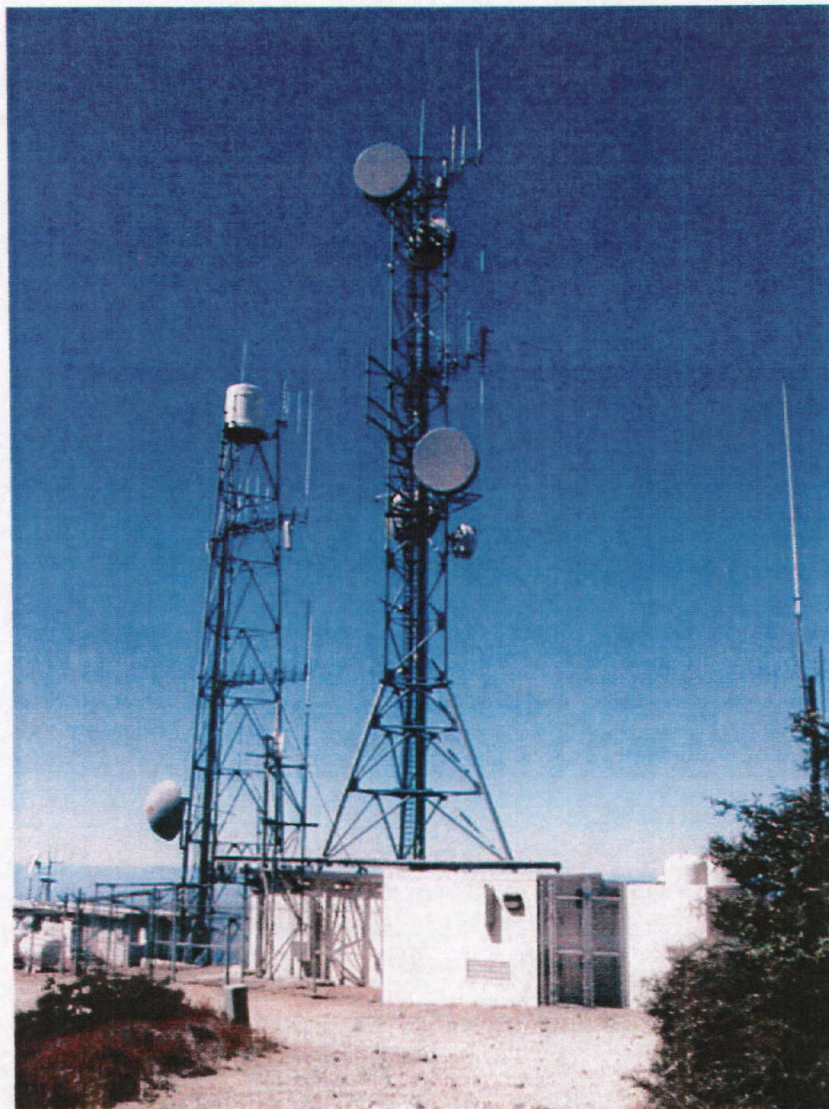
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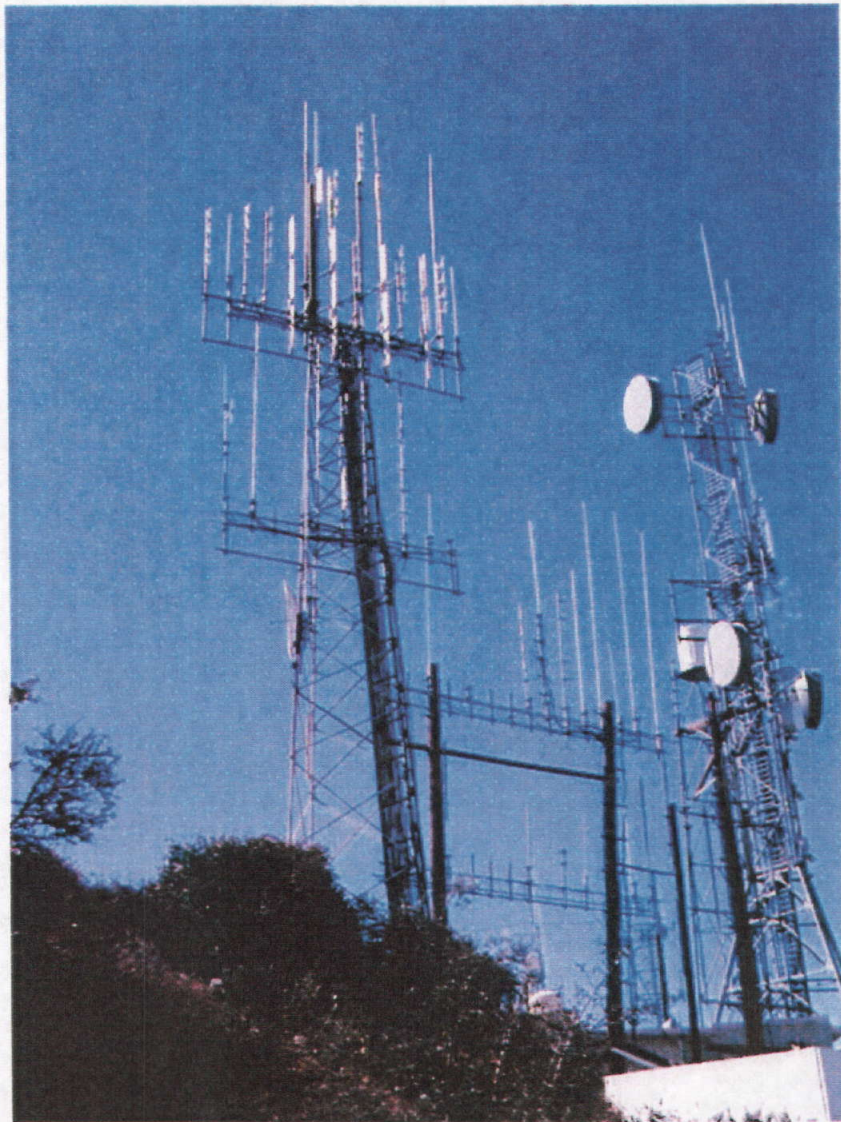
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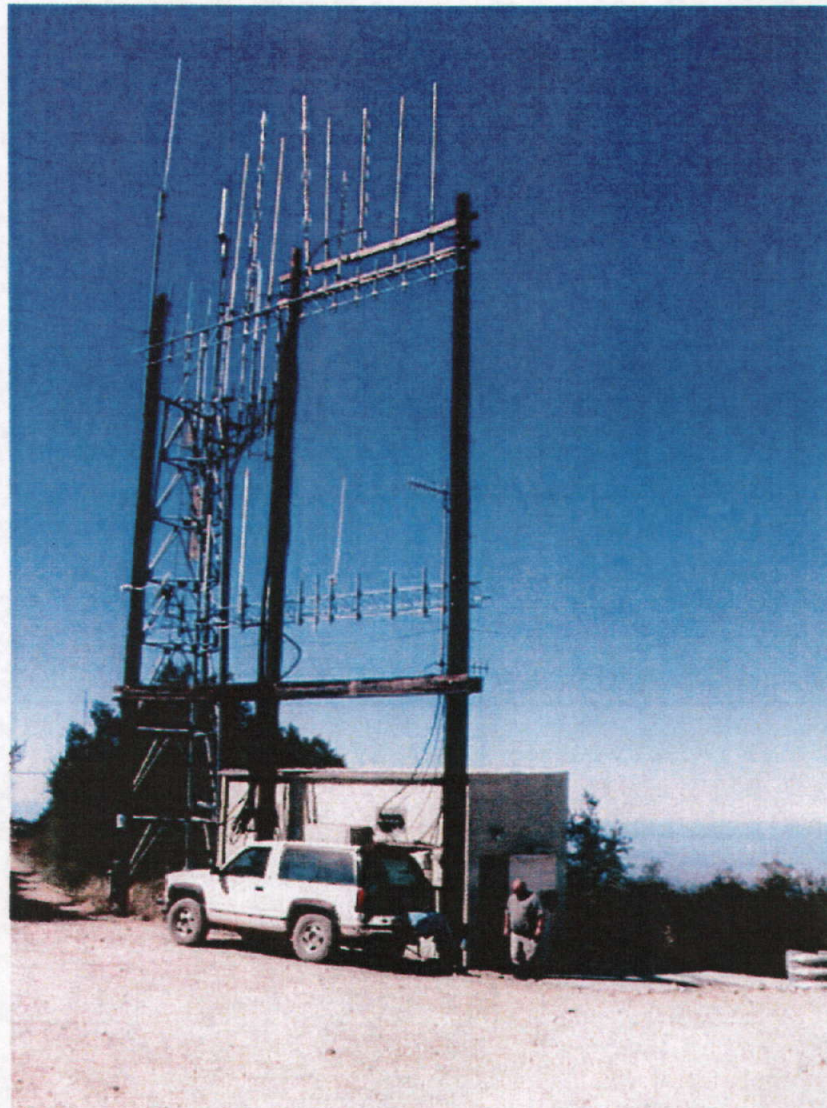
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Building Site # 8

(Tower under construction)

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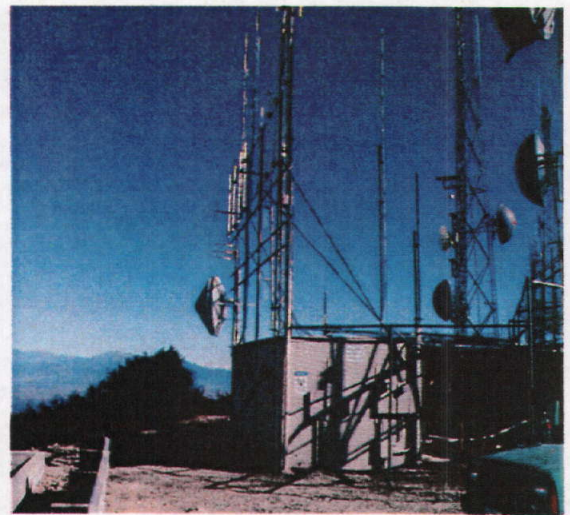
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Building Site # 9



Additional Antenna



Close up of Building

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Building Site # 10

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Building Site # 11



Additional Antenna

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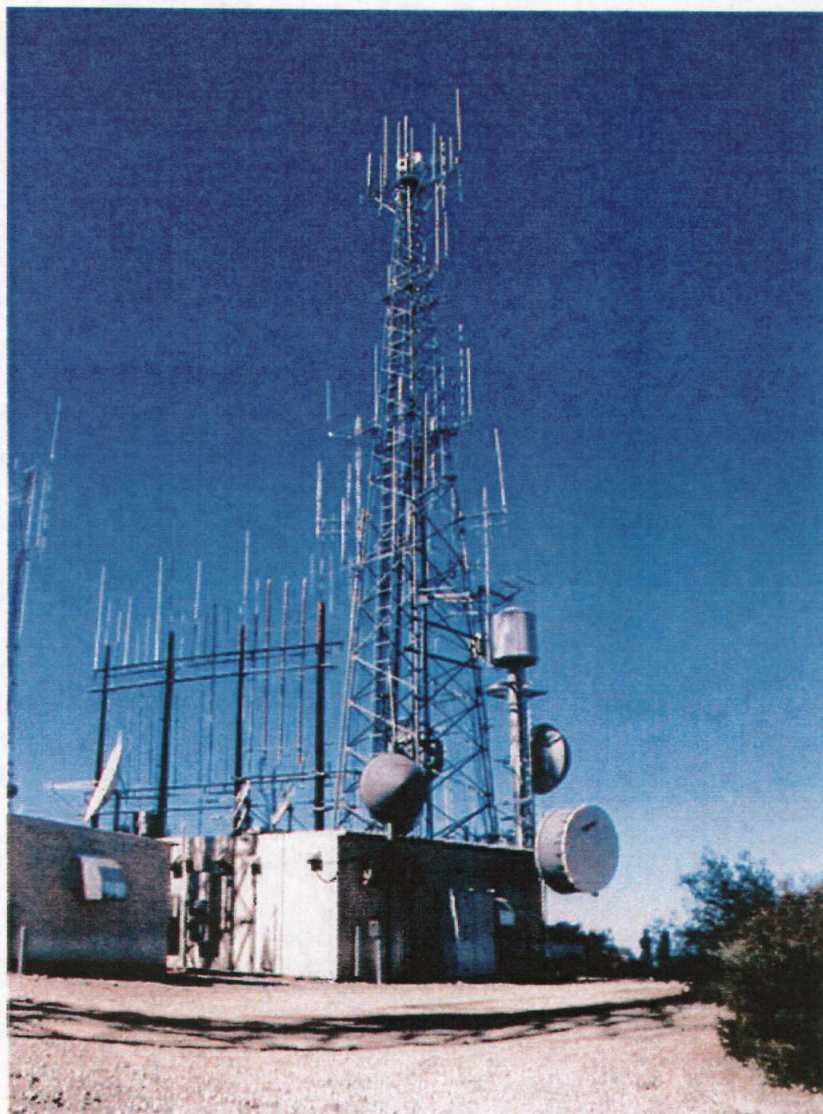
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Building Site # 12



Small Bldg and tower base from west

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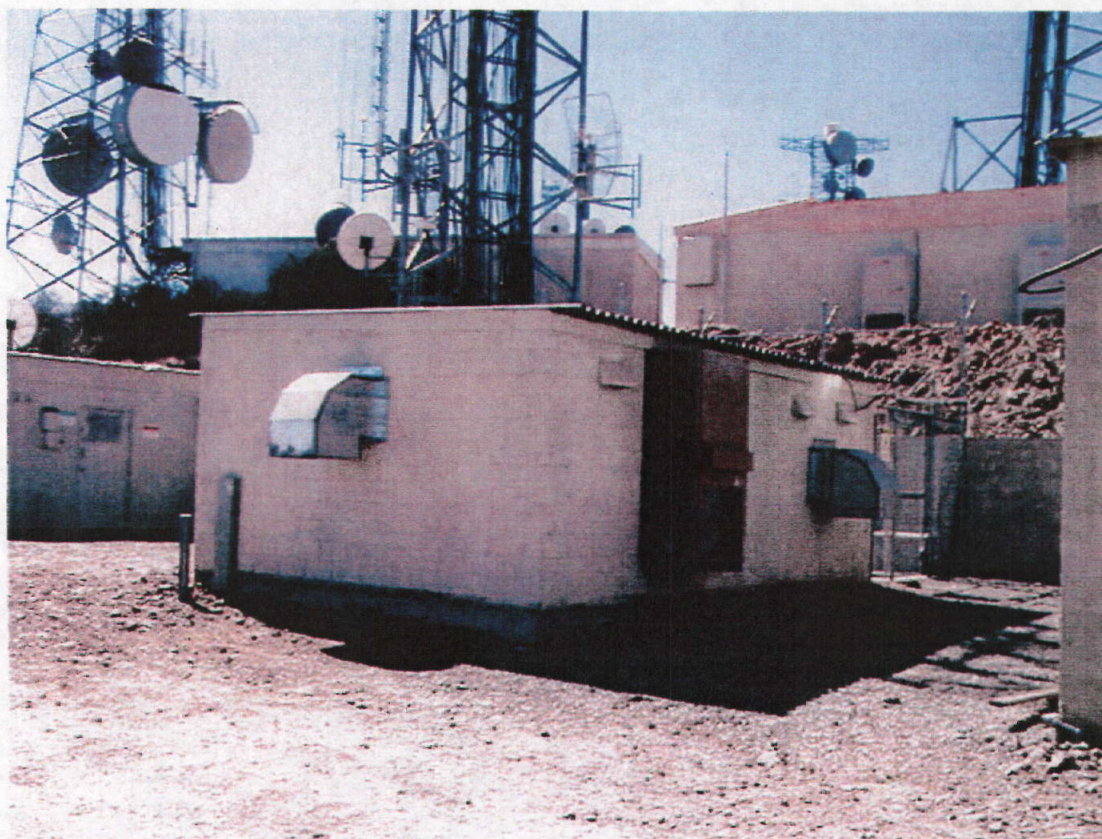
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Building Site # 13



Building Site # 13

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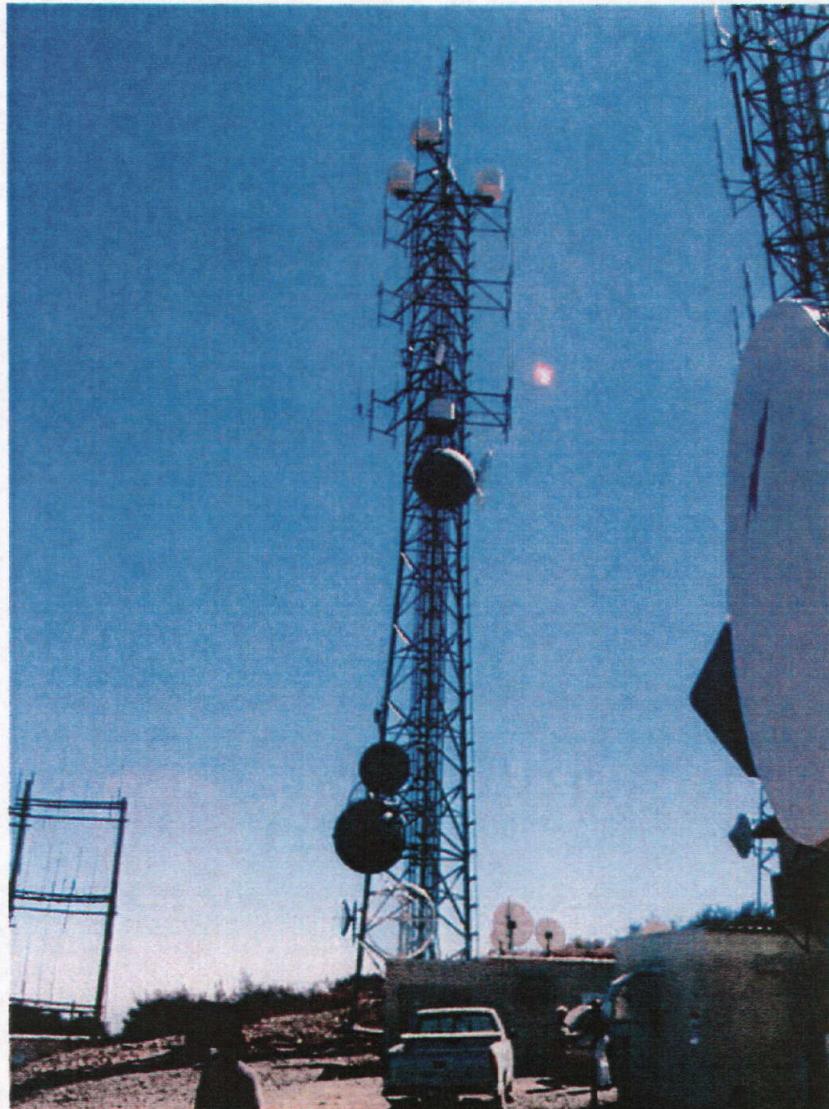
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Building Site # 14



Building Site # 14

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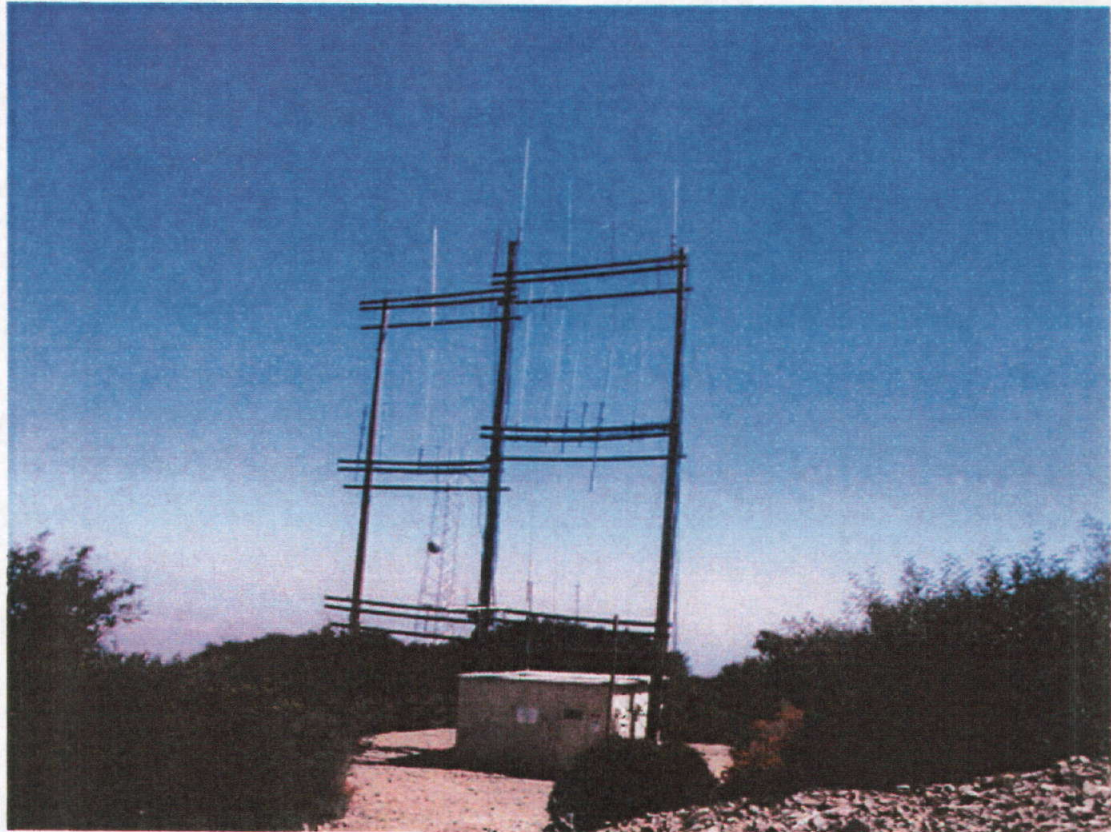
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Building Site # 15

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Communication Sites
Santiago Peak

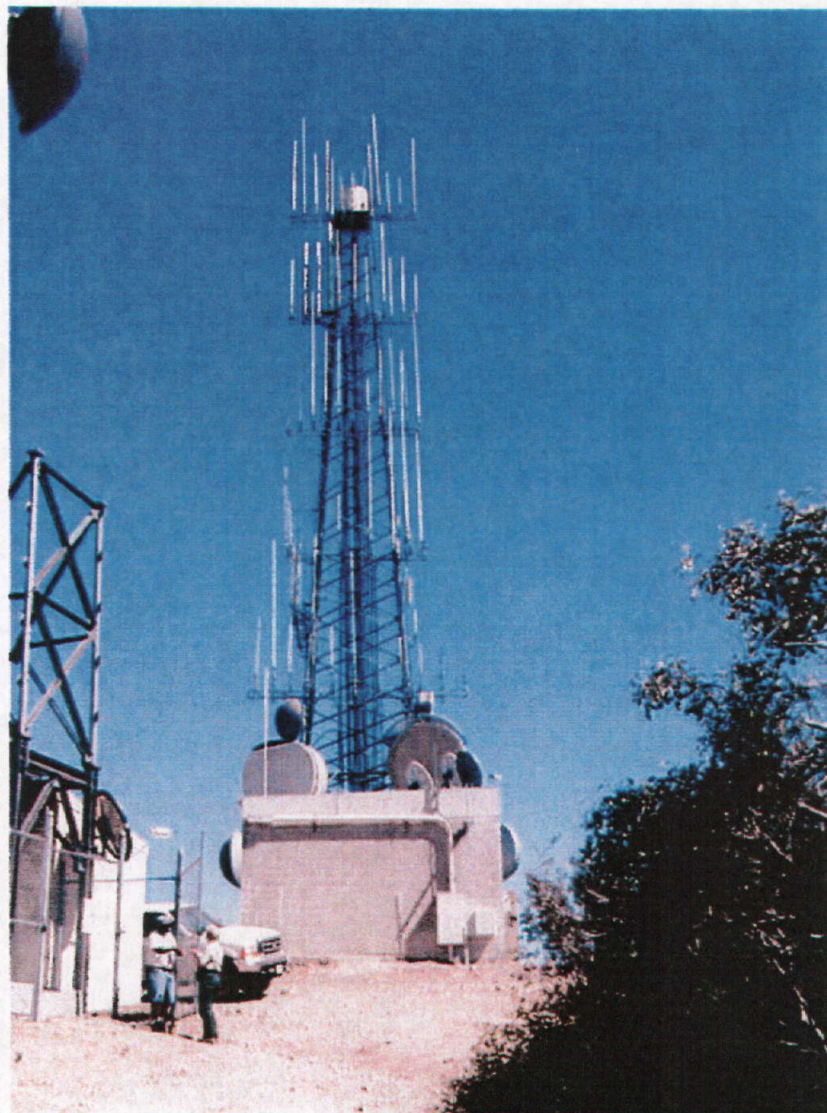
[California CommSite Page](#)

[Site Plat](#)

[Users' Table](#)

[U.S.G.S. 7 1/2' Quadrangle](#)

[Comm Site Plan](#)



Building Site # 16



If you have questions, please feel free to contact us at:

(909) 736-1811

or

[Jake Rodriguez](#)

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Department of Agriculture

Forest Service
Communication Sites
Santiago Peak

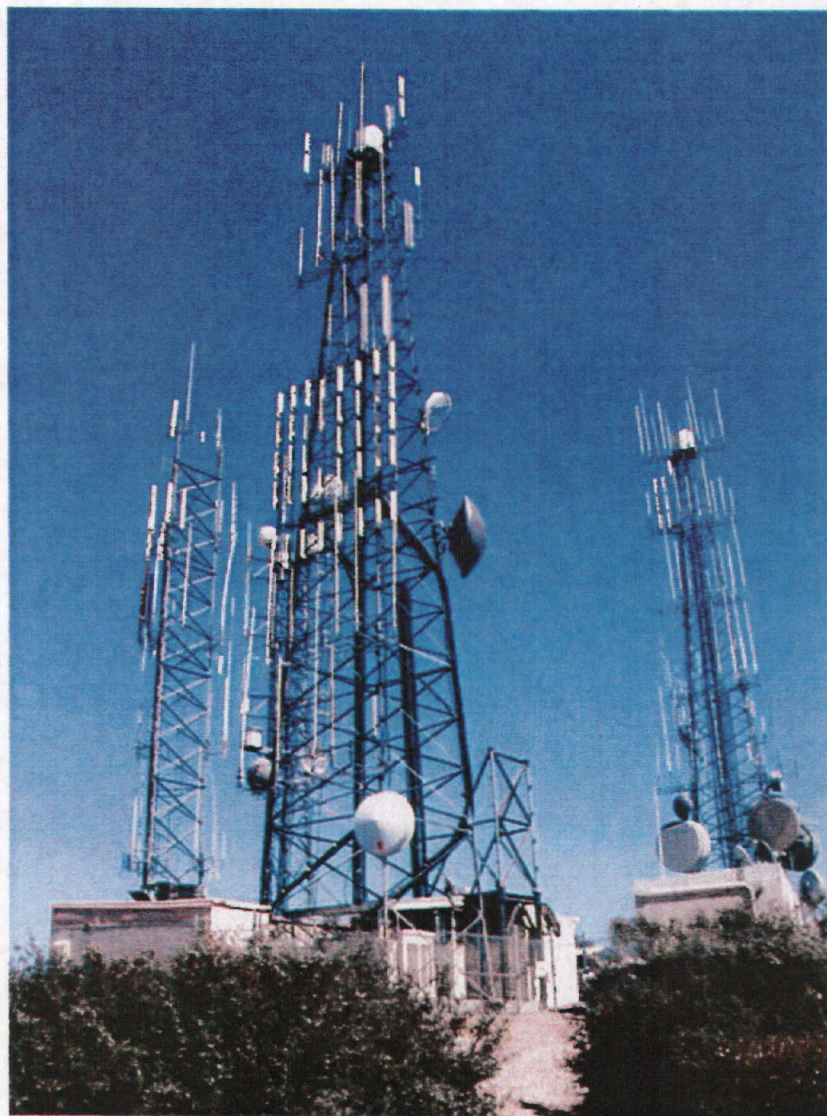
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Building Site # 18



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Building Site # 21



Building Site # 21

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Building Site # 22



Building Site # 22

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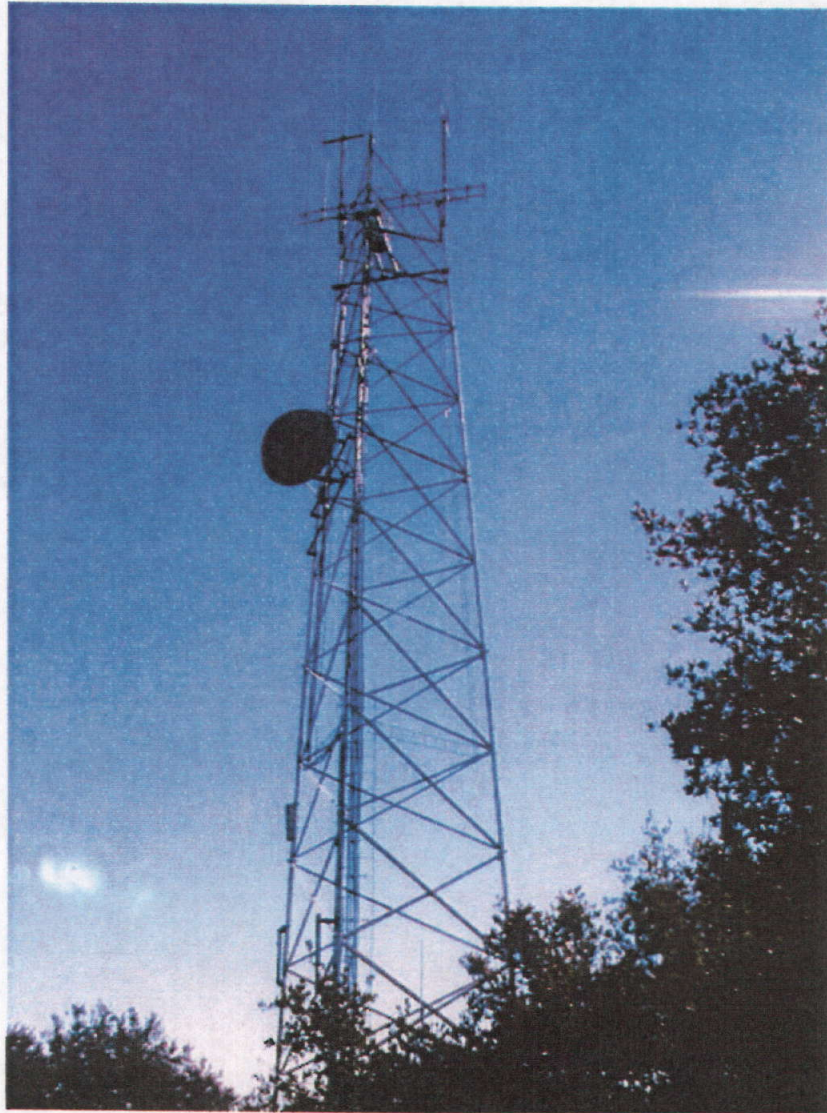
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Building Site # 23



Building Site # 23

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OR

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FIRE PLAN

1. SCOPE

The provisions set forth below outline the channels of responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the special use site. The authorized area is delineated by a map in the permit/lease. The provisions set forth below also specify conditions under which activities under authorization will be curtailed or shut down. See Section 5, Reporting All Wild Fires below, should a fire occur.

2. RESPONSIBILITIES

A. Holder

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, and shall be responsible for preventing the escape of fires, and shall make every attempt to extinguish all such fires which may escape.

B. Forest Service will monitor for Holder's compliance with this Plan.

3. TOOLS AND EQUIPMENT

The Holder shall comply with the following requirements:

- A. Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, with spark arresters that meet Forest Service standards set forth in the National Coordinating Group publication for Multiposition Small Engines, #430-4, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.
- B. Shall furnish and have available within each building hand tools and/or equipment as follows (CPRC 4427 and 4431) for emergency use:
 - (1) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 4 B:C or more.
 - (2) One shovel and one chemical pressurized fire extinguisher (fully charged) for each gasoline-powered tool, including but not restricted to chain saws, soil augers, weed whips, etc.

Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431.

- C. All tools and equipment required in A. and B. above shall be in good workable condition. Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

4. GENERAL

- A. State Law. The Holder shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes 4291, 4423, 4427, 4431 (attached).

County Law. The Holder must abide by county laws concerning hazard reduction around buildings and all other improvements at the electronic site.

- B. Permits Required. The Holder must secure a special written permit from the District Ranger or Designated Representative before engaging in any of the activities listed below.

- (1) Burning Permits. (Issued by the Forest Service)
- (2) Welding and Cutting. (Issued by Forest Service)
- (3) Construction. (Issued by Forest Service and/or County)

- C. Smoking and Fire Rules. Smoking shall not be permitted except in a barren area, in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4) or within vehicles or buildings, especially during fire season. Holder shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Holder shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and wood lands.

- D. Storage and Parking Areas. Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all inflammable material for a radius of at least 50 feet. Small mobile or stationary engine (e.g. generator, air compressor, etc.) sites shall be cleared of inflammable material for a radius of at least 15 feet from such engine. Areas of the type described above must be approved in writing by the Authorized Officer.

- E. Welding. Holder shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding. All terms of the welding permit must be met.

- F. Oil Filter and Glass Jugs. Holder shall remove from National Forest lands all oily rags and used oil filters. Holder shall prohibit use of glass bottles and jugs at the site during all operations.

- G. Communications. When Holder, or any of its contractors, are working at the site, they shall furnish a serviceable telephone, radio-telephone, or radio system connecting site with Holder's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, the Forest Service will accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Holder's headquarters (or above stated alternative) and Forest Service via commercial telephone or radio system.

5. REPORTING ALL WILD FIRES

Holder and/or his/her employees shall report all fires to 911 or the Cleveland NF Emergency Operations Center.

6. CALIFORNIA PUBLIC RESOURCE CODES

- A. PRC 4291 states: Any person that owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land which is covered with flammable material, shall at all times do all of the following:

(1) Maintain around and adjacent to such building or structure a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all flammable vegetation or other combustible growth. This subdivision does not apply to single specimens of trees, ornamental shrubbery, or similar plants which are used as ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure.

(2) Maintain around and adjacent to any such building or structure additional fire protection or firebreak made by removing all brush, flammable vegetation, or combustible growth which is located from 30 feet to 100 feet from such building or structure or to the property line, whichever is nearer, as may be required by the director if he finds that, because of extra hazardous conditions, a firebreak of only 30 feet around such building or structure is not sufficient to provide reasonable fire safety. Grass and other vegetation located more than 30 feet from such building or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.

(3) Remove that portion of any tree which extends within 10 feet of the outlet of any chimney or stovepipe.

(4) Maintain any tree adjacent to or overhanging any building

free of dead or dying wood.

(5) Maintain the roof of any structure free of leaves, needles, or other dead vegetative growth.

(6) Provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fire place, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.

B. PRC 4423 states: A person shall not burn any brush, stumps, logs, fallen timber, fallows, slash, grass-covered land, brush-covered land, forest-covered land, or other flammable material, in any state responsibility area, area receiving fire protection by the department by contract, or upon federal lands administered by the United States Department of Agriculture or Department of the Interior, unless the person has a written permit from the department or its duly authorized representative or the authorized federal officer on federal lands administered by the United States Department of Agriculture or of the Interior and in strict accordance with the terms of the permit:

(1) At any time in Zone B between May 1st and the date the director declares, by proclamation, that the hazardous fire conditions have abated for that year, or at any other time in Zone B during any year when the director has declared, by proclamation, that unusual fire hazard conditions exist in the area.

(2) Zone A requires a permit year round and includes Mono, Inyo, San Bernardino, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego, and Imperial Counties.

C. PRC 4427 states: During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tar pots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:

(1) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.

(2) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.

This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine. (See Sec. 4431 re: power saws).

- D. PRC 4431 states: During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions. The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.
- E. PRC 4446 states: Every person shall exercise reasonable care in the disposal of flammable material so that the material does not cause the inception of or spread of uncontrolled fire. A person shall not burn any flammable material in any incinerator within any state responsibility area, area receiving fire protection by the State Forester by contract, or upon federal lands administered by the United States Department of Agriculture or Department of the Interior, unless the following minimum requirements are complied with:
- (1) The area within 10 feet of the exterior of the incinerator is maintained free and clear of all flammable material and vegetation.
 - (2) A screen constructed of a nonflammable material, with no greater than 1/4 inch mesh, or metal doors, close or cover each opening in the exterior of an incinerator to prevent the escape of flames, sparks, ashes or other burning material which might cause an uncontrolled fire.
 - (3) A permit is obtained prior to burning for the use of the incinerator pursuant to Section 1123 and all other applicable provisions of law.

NO INCINERATORS ARE PERMITTED AT SANTIAGO PEAK

USER'S ASSOCIATION BY LAWS

(Attach most current copy)

CONSTITUTION AND BY-LAWS
of The
TRABUCO DISTRICT ELECTRONIC USERS ASSOCIATION
CONSTITUTION

ARTICLE I

Section 1. The undersigned hereby form and constitute the TRABUCO DISTRICT ELECTRONIC USERS ASSOCIATION, hereinafter referred to as "the Association", as an unincorporated, nonprofit association organized pursuant to the provisions of Title 3, Part 1, of the California Corporations Code, with the powers and for the purposes hereinafter set forth.

ARTICLE II

Section 1. The purpose of the Association is to form an association of radio-electronic users holding permits from the United States Forest Service and located within the Trabuco District of the Cleveland National Forest.

Section 2. The objects of the Association are

(a) To represent the users as a group in dealings with, and to make recommendations to, the Forest Service on matters relating to the use and occupancy of national forest lands, including such matters as building and safety standards, access roads, trash disposal and sanitation, fire prevention, and security; including such matters as radio engineering standards and practices, and broadcast interference and intermodulation problems.

(b) To fix, levy, collect, and enforce payment by all lawful means of all charges for the carrying out of the objects and purposes of the Association; and

(c) To do any and all other things lawful, just, necessary and proper to further the interests of the Association as the need presents itself from time to time.

Section 3. The Association is organized and operated exclusively for the purposes hereinabove set forth and other incidental nonprofit purposes, and no part of any net earnings shall inure to the benefit of any individual member.

ARTICLE III

Section 1. Each holder of an electronic special use permit or service contractor (whether consisting of one or more than one person or entity) may obtain a single membership in the Association by making application therefor and paying dues to the Association. The holder or holders of such single membership shall designate a representative to exercise the rights of a member.

Section 2. No other person other than designated representative shall be entitled to vote or exercise any right of a member.

ARTICLE IV

Section 1. The officers of the Association shall consist of a president, vice-president, secretary/treasurer, and each shall hold office for one year or until his successor is elected.

Section 2. The officers shall be directors and shall be elected by the board of directors.

ARTICLE V

Section 1. The general management and business of the Association shall be carried on by the board of directors.

Section 2. The board of directors shall consist of seven members of the Association. Of the first seven directors, four will be elected for one year and three for two years. Thereafter, three directors are to be elected annually for a two-year term. Elections shall be held at each annual meeting of the Association or at a special meeting called for that purpose.

Section 3. The president of the Association shall be chairman of the board of directors.

Section 4. Any five members of the board of directors shall constitute a quorum to do business.

Section 5. The Association shall not incur expenses in excess of \$1,000.00 per year, unless authorized by the members of the Association.

ARTICLE VI

Section 1. Any member who transfers or relinquishes his permit shall cease to be a member of the Association.

Section 2. All benefits secured from amounts paid the Association by a member who transfers or relinquishes his permit to another shall accrue to the party to whom the permit is transferred or relinquished.

Section 3. New permittees may become members of the Association.

ARTICLE VII

Section 1. The Association shall become and remain in existence when and so long as its membership includes a majority of all permittees classified by the U.S. Forest Service Manual Section 2700 as Class A, B, C, D, Commercial Electronic Special Use Permittees, hereinafter to be deemed charter members.

BY-LAWS

ARTICLE I

Section 1. The annual meeting of the members of the Association shall be held within Orange County on the third Wednesday in February of each year.

Section 2. Special meetings of the members of the Association shall be held at such time and places as may be designated by the president or a majority of the board of directors. Written notice of all meetings of the members of the Association shall be sent to the last-known address of each member by the secretary fourteen days before the date of such meeting. Notices covering special meetings of the members shall state the purpose for which such meetings are called. No business shall be transacted at a special meeting of the members other than that which is stated in the notice calling for same.

Section 3. No business of the Association shall be transacted at any membership meeting unless a quorum is present. Twenty percent of the regular membership constitutes a quorum to do business, provided, however, that any matter involving an expenditure of over \$1,000 shall be passed upon by a majority of all of the members present.

Section 4. Every member entitled to vote at any election for directors shall have the right to cast one vote for each director to be elected. No cumulative voting will be permitted.

ARTICLE II

Section 1. The board of directors shall be elected by ballot in accordance with Article V, Section 2 of the Constitution, and installed at the annual meeting of the Association or at a special meeting, and the directors shall hold office for their full terms of office or until their successors have been duly elected and installed. Vacancies in the board shall be filled temporarily by the board of directors.

Section 2. Immediately following each annual meeting of the members of the Association, the board of directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 3. A representative of the United States Forest Service, designated by the supervisor of the Cleveland National Forest, shall be an ex-officio member of the Association and of the board of directors, but he shall not be entitled to vote either as a member or as a director.

Section 4. Meetings of the board of directors shall be called by the secretary upon direction of the president or a majority of the board of directors or the supervisor of the Cleveland National Forest.

ARTICLE III

Section 1. The duties of the officers of the Association shall be those usually incident to such offices and as set forth in the By-Laws. Officers may be assigned additional duties by the board of directors.

Section 2. The president shall preside at all meetings, supervise the work of the Association, countersign all checks for the expenditure of funds of the Association, and perform all other duties that ordinarily devolve upon the office of the president.

Section 3. The vice-president shall perform all duties of the president in the absence of the president or in the event of his inability to act.

Section 4. The secretary/treasurer shall be secretary of the board of directors; keep or cause to be kept at the principal office of the Association a book of minutes of all meetings, whether of the directors or members, indicating the time and place of holding, regular or special, and if special, how authorized, the notice thereof given, the names of those present, and the proceedings thereof; give or cause to be given notice of all meetings of the members and the board of directors required by the Constitution or these By-Laws to be given, and he shall keep the seal of the Association, if any, in safe custody; conduct the correspondence of the Association; and possess such other powers and discharge such other duties as may be imposed upon him by the board of directors from time to time. The book of minutes and other books of the secretary shall be open for inspection by any member or by the supervisor on the Cleveland National Forest at any and all reasonable times. The secretary shall report to the said forest supervisor all changes in the membership and in the officers or board of directors of the Association, and all changes in the Constitution or these By-Laws.

The secretary/treasurer of the Association shall receive and deposit in such bank or banks as the board of directors may from time to time designate all the funds of the Association; supervise the maintenance of books and records of account for such funds and other Association assets and shall disburse and withdraw such funds as the board of directors may from time to time direct in accordance with prescribed procedures; make out and turn over to the board of directors a list of all fees, dues and other charges ordered by the Association, showing each member's share; collect from the members the charges made by the Association, issue receipts therefor, and keep in a book for that purpose an accurate account of the same; countersign with the president all checks and vouchers for distributing the funds of the Association or funds received by him by reason of his office as treasurer of the Association, and the vouchers shall show for what purpose such moneys are paid; submit a written report to the Association at its annual meeting, or when required by the Association at any meeting, giving account of the business transactions of the Association for the year just closed, amounts received and disbursed, for whom and on what account received, and for what purpose paid out; possess such other powers and discharge such other duties as may be imposed upon him by the board of directors from time to time. The books of the treasurer shall be open for inspection by any member or by the supervisor of the Cleveland National Forest at any and all reasonable times.

ARTICLE IV
Fees and Dues

Section 1. The annual dues of each member shall be payable to the treasurer on or before February 1 of each year. Such fees and dues shall be used to carry out the purposes of the Association.

Annual Fee Schedule

Members - \$10.00

Section 2. No member shall be in good standing and entitled to vote at meetings who is delinquent in the payment of any fees or dues.

ARTICLE V

Section 1. The order of business of any meeting of the Association shall be as follows:

1. Call to order.
2. Roll call and ascertainment of standing of members.
3. Ascertainment of a quorum.
4. Reading of minutes of last meeting.
5. Unfinished business.
6. Consideration of reports by secretary, treasurer and auditing committee.
7. Reading of communications.
8. Report of the board of directors.
9. Report of special committees.
10. Report of standing committees.
11. Regular business including offering and discussion of resolutions.
12. Election of the board of directors by ballot.
13. Installation of new members.
14. Admission of new members.
15. Appointment of committees.
16. Adjournment.

Section 2. The rules contained in "Roberts Rules of Order Revised" shall govern the meetings of the members and of the board of directors of the Association in all cases to which they are applicable, and in which they are not inconsistent with the Constitution and By-Laws or any special rules of order of the Association.

ARTICLE VI

Section 1. Amendments to the By-Laws and Constitution may be made only by a two-thirds vote of the regular membership. Amendments to the Constitution and By-Laws in conflict with the regulations of the Forest Service shall be void.

Section 2. Any action required or permitted to be taken by the board of directors or the membership under any provisions of the Constitution or these By-Laws may be taken without a meeting if all directors or members of the Association shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed in the Minutes of the proceedings of the board and the members. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors or membership.

Section 3. The transaction of any meeting of the board of directors or membership, however called or noticed, or wherever held, shall be valid to the same extent as if the meeting had been duly held after a regular call and notice, if a quorum be present and if either before or after the meeting each of the directors or members not present signs a written waiver of notice and consent to the holding of such meeting or an approval of the Minutes thereof. All such waivers, consents and approvals shall be filed with the Association records and made a part of the Minutes of such meeting.

We the undersigned, regular members of the TRABUCO DISTRICT ELECTRONIC USERS ASSOCIATION, agree to support the By-laws:

Signature X. A. Behrends

Title Vice Pres

Date 2/18/81

*
Representing Communications
Management Co., Inc.

Signature E. J. Fackin

Title President

Date 2/18/81

*
Representing Meridian Sales
& Services Co

Signature Robert H. Reynolds

Title Pres

Date 2-18-81

*
Representing Reynolds & Son Bldg

Signature Earl Daniel

Title Pres

Date 2-18-81

*
Representing RAND Communications Div.
General Systems Corp.

NAME : TRABUCO DISTRICT ELECTRONIC USERS ASSOCIATION

(Formally known as the Santiago-Modjeska Peaks Users Association)

REPRESENTING: Users holding electronic special use permits for electronic sites designated by U.S.F.S. within the Trabuco District of the Cleveland National Forest including -

Santiago Peak	Elsinore
Modjeska Peak	Pleasant Peak
Sierra Peak	

STRUCTURE :

Executive Board - as elected by membership

Chairman/President

Vice President

Secretary/Treasurer

Director

Director

Director

Ex-officio Officer Director - USFS representative - nonvoting

Charter Members

Class A, B, C, D permittees (building owners)

Regular Members

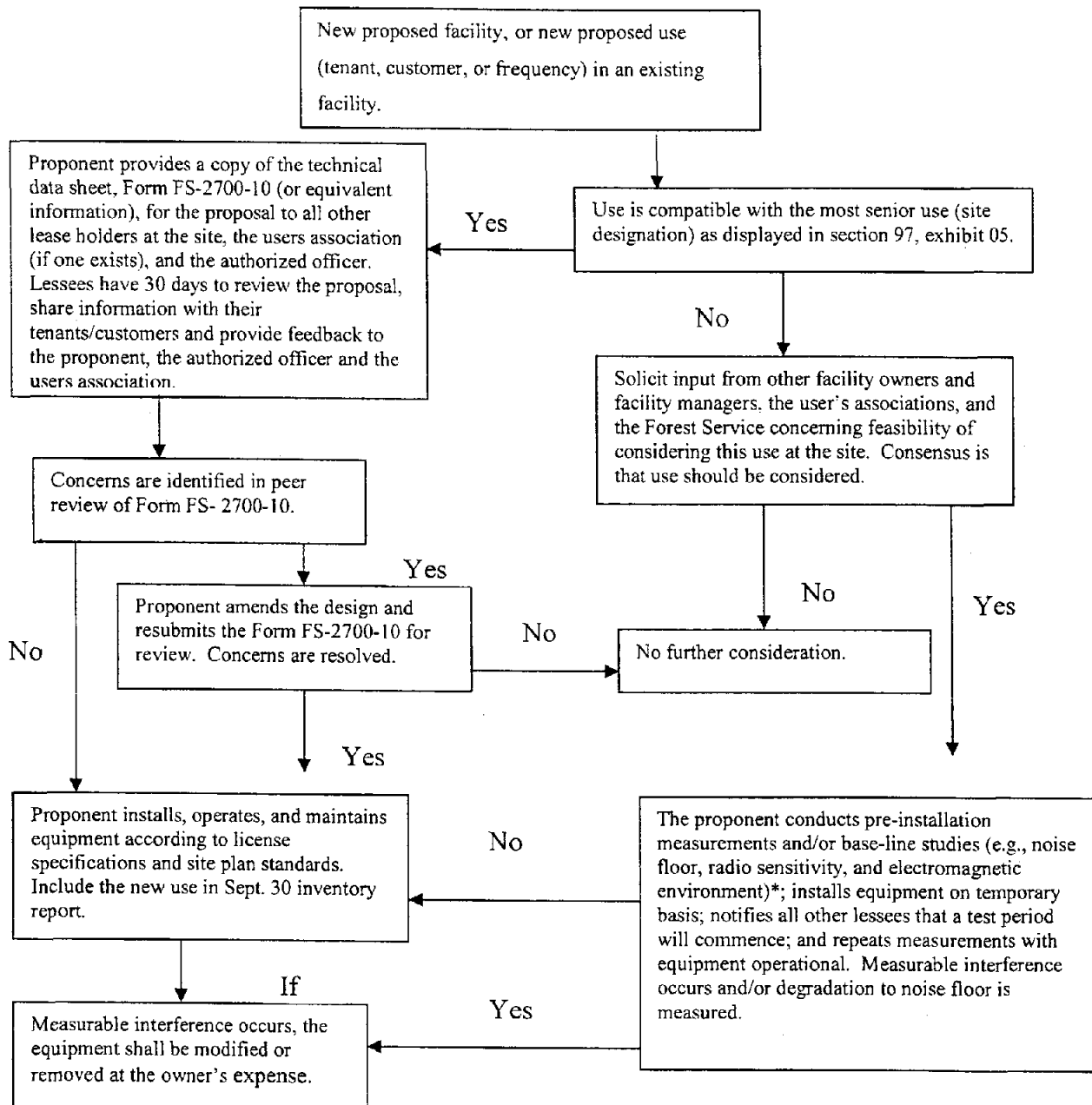
Users holding electronic special use permits with active interest on the sites

Advisory Committees

Appointed or elected by membership from membership

All members in good standing (dues paying) are entitled to vote.

Flowchart for Evaluating Proposed Uses

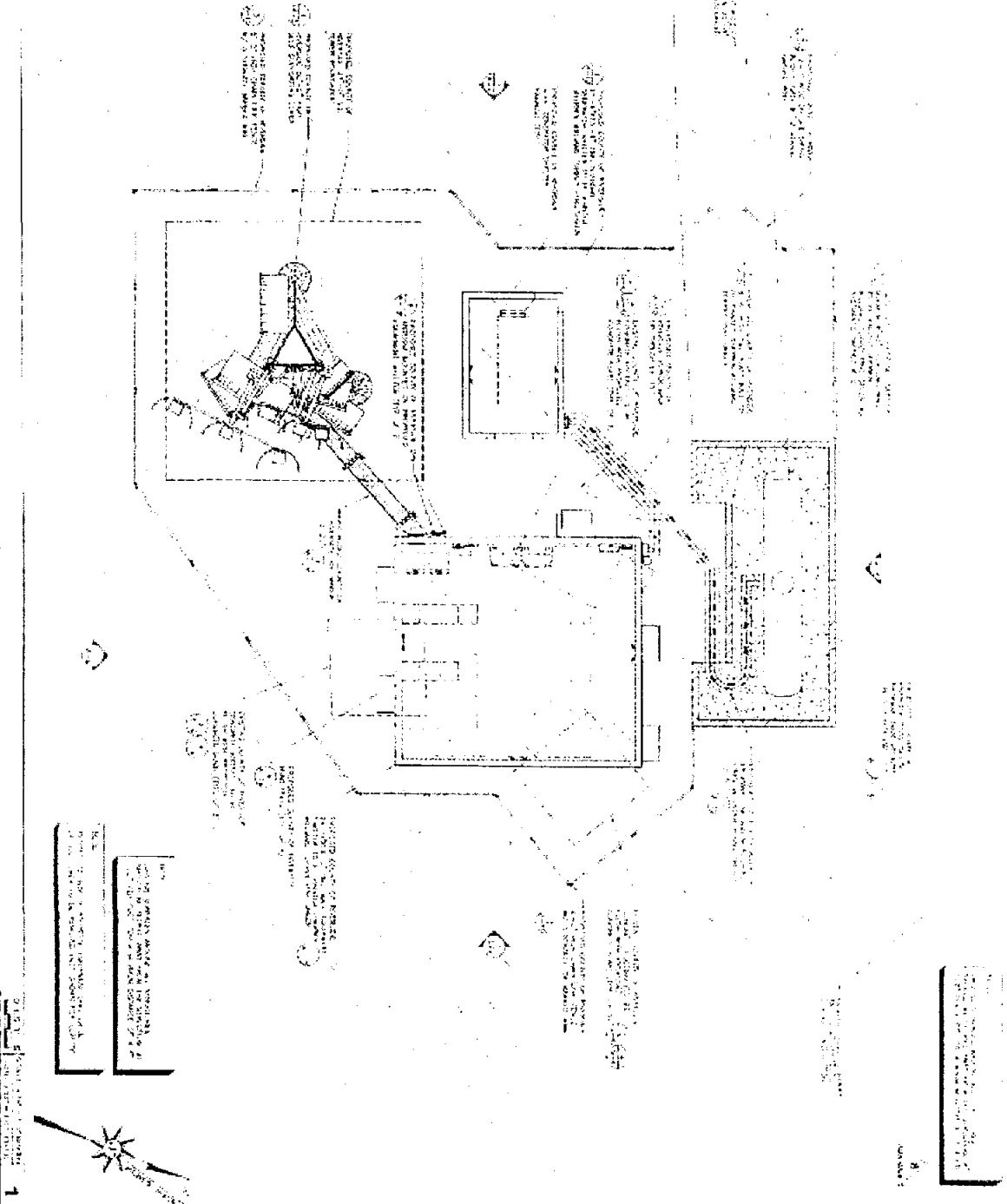




* The users association, a majority of leaseholders, and the Forest Service authorized officer shall determine the minimum pre- and post-installation studies and measurements that are reasonably necessary to protect existing uses from interference or degradation of the noise floor.

* The nature of the pre- and post-installation studies and measurements will be determined by the users association, majority of lease holders, or forest officer that are the minimum reasonably necessary to protect existing uses from interference or degradation of the noise floor.

EXHIBIT B TRD104301 SITE DESIGN PLAN

ENLARGED SITE PLAN



 MOTOROLA INC. 11000 N. GULF DR. SAN DIEGO, CA 92121		
		
PROJECT LOCATION S.D.		
COUNTY OF RIVERSIDE		
SANTIAGO PEAK SITE ID# CR13 THE REAR BUILDING BUILDING SANTO OF RIVERSIDE		
REVISION INFORMATION		
NO.	DESCRIPTION	DATE
1	REVISED	01/11/04
2	REVISED	01/11/04
3	REVISED	01/11/04
4	REVISED	01/11/04
5	REVISED	01/11/04
6	REVISED	01/11/04
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100	REVISED	01/11/04

ENLARGED SITE PLAN	
A-3	

EXHIBIT B
TRD104301

Construction Stipulations

Demolition/Removal will consist of:

1. Demolition and removal of existing equipment building, foundation, and connected CMU retaining wall
2. Removal of existing 120' self-supporting tower
3. Removal of concrete pad.
4. Removal of pipe and surrounding concrete on south side of existing equipment building

Construction/Installation will consist of:

1. Grading the site
2. Equipment building with dimensions of approximately 26' wide x 24' long x 10'-10" tall
3. Self-supporting lattice tower 80' tall
4. Generator shelter painted the equivalent of Sherwin-Williams "Torrey Pine Green". Shelter will have dimensions of approximately 15'-4" wide x 10'-8' long x 8' tall. The shelter walls will be of CMU construction. The roof will be constructed using lightweight insulation concrete fill, or an equivalent material.
5. 2000 gallon propane tank mounted on a concrete pad. Pad will have dimensions of approximately 30' wide x 15'-4" long.
6. CMU wall, 8' tall, painted the equivalent of Sherwin-Williams "Torrey Pine Green". The wall will surround the propane tank and will contain a blast wall on the south side, which will also be 8' tall.
7. Electrical grounding system
8. Utility lines
9. Chain-link fence, 8' tall with 3 strands of barbed wire that will surround the County's site
10. Placement of a portable toilet for construction crew use
11. Construction crews may stay on site overnight, but only after providing their specific request to the authorized Forest Service Officer. **Campfires and charcoal barbeques are prohibited.**

Demolition/Construction Conditions:

1. All work shall be conducted in accordance with CAL OSHA and FED OSHA provisions.
2. Best Management Practices will be followed at all times including those for soil and water conservation (see http://www.fs.fed.us/r5/publications/water_resources/waterquality/).
3. The Project Fire Plan must be adhered to at all times. It is attached as Exhibit C.
4. Prior to welding, a "Welding Permit" must be obtained from the Forest Service.
5. Construction traffic may only operate in the following areas: on Forest Service system roads, on access driveways, within the County's existing fence-line at the site, and within Forest Service approved staging areas. Previously undisturbed areas shall not be used for operating vehicles/equipment or as staging areas. The County will coordinate with the Forest Service to install temporary fencing that will identify out-of-bounds areas along the road and in other areas identified by the Authorized Forest Service Officer.
6. If so desired by the County, creation and use of a fenced staging area located on a redundant section of road, in the depressed area, immediately behind (to the south) the main entry road. If the staging area is used, upon completion of use, the County will restore the redundant road section to a natural condition that is acceptable to the authorized Forest Service Officer.
7. Clean pieces of equipment before entering National Forest System lands. Ensure all mud, dirt, and plant parts are removed from project equipment before moving it into the project area.
8. Minimize dust during construction to keep dust at or below pre-construction levels. Road watering may be required to keep the level of dust at or below this level.
9. Remove from National Forest System lands excavated soils that cannot be spread on site.
10. All debris generated from construction work shall be disposed of properly off of National Forest System lands.

11. All exterior building lighting must be manually operated. Motion sensing lighting is not authorized.
12. All utility lines must be posted.
13. Any damage to Forest Service roads resulting from the County's construction activities at Santiago Peak must be repaired at the County's expense within 30 days of construction completion; however, if the road damage is severe enough to warrant road closure, then the road must be repaired immediately to the satisfaction of the authorized Forest Service Officer.
14. All disturbed areas will be restored to the satisfaction of the authorized Forest Service Officer within 30 days of construction completion.
15. All construction will be completed in compliance with the approved construction plans that are on file at the Trabuco Ranger District Office, unless otherwise approved by the authorized Forest Service Officer.
16. Submit a copy of as-builts, permits, site Emergency Notification Plans, and any pertinent documentation to the Forest Service upon completion of this project.

County of Riverside Initial and Date Acknowledgement of Receipt of pages 1 and 2 of Construction Stipulations, and the Site Design Plan page (See next page of Exhibit B):

Initial

Date

**EXHIBIT C
TRD104301**

**FIRE PLAN
TRABUCO RANGER DISTRICT
CLEVELAND NATIONAL FOREST**

1. SCOPE:

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the contract/permit area. The contract/permit area may be delineated by a map in the contract/permit. The provisions set forth below also specify conditions under which contract/permit activities will be curtailed or shut down. See Section 5, Emergency Measures below.

2. RESPONSIBILITIES:

A. Contractor/Permit Holder

(1) Shall abide by the requirements of this Fire Plan.

(2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the project, shall be responsible for preventing the escape of fires set directly or indirectly as a result of Contract/Permit Holder operations, and shall extinguish all such fires which may escape.

(3) Shall complete the Contractor's/Permit Holder's Plan Regarding Personnel, Equipment and Organization (6.B) and shall furnish the Trabuco Ranger District with a copy prior to commencing work at the site. Shall currently advise the Trabuco Ranger District of any changes in personnel, equipment and organization as the changes occur. Shall revise Section 6.B to reflect current activities upon request of the Trabuco Ranger District.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the fire plan. The number, timing, and scope of such inspections will be committed at the discretion of agency employees responsible for contract/permit administration. Such inspections do not relieve the Contractor/Permit Holder of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. TOOLS AND EQUIPMENT:

A. The Contractor/Permit Holder shall comply with the following requirements during the fire precautionary period as defined by unit administering contracts/permits unless waived in writing:

The Fire Precautionary Period is January 1 to December 31.

Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, and all flues used in any contract/permit and camp operations with spark arresters that meet Forest Service standards set forth in the National Wildfire Coordinating Group publication for Multiposition Small Engines, #430-1, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.

Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed below, hand tools and/or equipment as follows (CPRC 4427, 4428 and 4431):

(1) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 2-A:10-B:C, or larger, on each truck, personnel vehicle, tractor, grader and other heavy equipment. Contractor/Permit Holder shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, stroke delimber, etc), except tractors and skidders, with at least two 4A:80-B:C fire extinguishers, or equivalent. In addition, concentrations of wood dust and debris shall be removed from such equipment daily.

(2) One shovel and one backpack 5 gallon water-filled tank with pump with each welder.

(3) One shovel and one pressurized chemical fire extinguisher for each gasoline-powered tool, including but not restricted to chain saws, soil augers, rock drills, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Shovel must be kept within 100 feet from each chain saw when used off cleared landing areas.

(4) The Contractor/Permit Holder is () is not (X) required to furnish a sealed box of fire fighting tools, to be located at the project site, at a point accessible in the event of fire. This box shall contain:

- o _____ 5-gallon, backpack pump-type fire extinguisher filled with water;
- o _____ axes;
- o _____ McCleod fire tools;
- o _____ serviceable chain saw of three and one-half or more horsepower with a cutting bar 20 inches in length or longer;
- o _____ shovels so that each employee at the operation can be equipped to fight fire.

The box shall remain unlocked, but be sealed with a Forest Service seal to be broken for emergency use only.

All tools and equipment required above shall be in good workable condition and shall meet the following Forest Service requirements for fire tools:

(a) Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

(b) Axes (or pulaskis) shall have 2-1/2 pound or larger heads and be not less than 28 inches in overall length.

The Contractor/Permit Holder is () is not (X) required to furnish a water tank truck, trailer, or tank on or in proximity to the contract area during the Fire Precautionary Period and meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

Shall furnish two tractor headlights for each tractor dozer, tractor headlights shall be attachable to each tractor and served by an adequate power source

B. Any additional fire plan requirements: N/A

4. **GENERAL**

- A. **State Law.** The Contractor/Permit Holder shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required.** The Contractor/Permit Holder must secure a special written permit from the District Ranger or designated representative before engaging in any of the activities listed below. The terms and conditions of any of the permits required for this contract/permit are as shown on copies attached to the Fire Plan.
- (1) **Blasting and Storage of Explosives and Detonators.** (Explosives Permit required by California Health & Safety Code, Section 12101.)
 - (2) **Burning.**
 - (3) **Air Pollution.** (Issued by local State or County Air Pollution Control Districts, as applicable.)
 - (4) **Camp, Lunch and Warming Fires.**
 - (5) **Welding and Cutting.**
- C. **Regulations for Burning.** Before setting any fires whatsoever, the Contractor/Permit Holder shall notify the District Ranger of his/her intentions. Special care shall be taken to prevent scorching or causing any damage to adjacent structures, trees, and shrubbery. Piles of material to be burned shall be of such size and so placed that during burning no damage shall result to adjacent objects.
- D. **Smoking and Fire Rules.** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4). In areas closed to smoking, the contract/permit administrator may approve special areas to be used for smoking. The Contractor/Permit Holder shall sign designated smoking areas. Contractor/Permit Holder shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's/Permit Holder's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The District Ranger shall approve such sites in writing.
- F. **Welding.** Contractor/Permit Holder shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding.
- G. **Blasting.** Contractor/Permit Holder shall use electric caps only. When blasting is necessary in slash areas, a watchperson equipped with shovel and a water-filled backpack can (5 gallon), with hand pump, shall remain in the immediate area for an hour after blasting has been completed.
- H. **Oil Filter and Glass Jugs.** Contractor/Permit Holder shall remove from National Forest System land all oily rags and used oil filters. Contractor/Permit Holder shall prohibit use of glass bottles and jugs on contract/permit operations.
- I. **Reporting Fires.** As soon as feasible, after initial control action is taken, within 1 hr, the Contractor/Permit Holder shall notify Forest Service of any fires along roads or project area within designated contract/permit.

J. **Communications.** Contractor/Permit Holder shall furnish an agreed upon communication system connecting each operation with the designated Forest Service Dispatch Center. The communications system shall be capable of contacting the designated Forest Service Dispatch Center within five (5) minutes of discovery of a fire in the Contractor's/Permit Holder's operating area. The communications system shall be operable during the Contractor/Permit Holder's operation in the fire precautionary period.

K. **Fire Patrol Person.** When required, the sole responsibility of the patrol person shall be to patrol the operation for prevention and detection of fires and to take suppression action where necessary. By agreement, one patrol person may provide patrol on this and adjacent projects.

5. EMERGENCY MEASURES

The table set forth below establishes work restrictions and fire precautions that the Contractor/Permit Holder must observe at each activity level. **The restrictions are cumulative at each level. When a particular Project Activity Level exists, the Contractor/Permit Holder must comply with the previous levels as well as the current level. For example, when in Project Activity Level C, the Contractor/Permit Holder must comply with the restrictions for Activity Levels A, B, and C.**

Contractor/Permit Holder shall conform to the limitations or requirements of Project Activity Level (PAL) obtained from Forest Service before starting work each day. If practicable, Forest Service will determine the following day's activity level by 4:00 PM each afternoon. **The Contractor can obtain the PAL for the following day by calling, after 4:00 PM, the following phone number (619) 557-5262 (Ask for the PAL for Area 640).** Activity level may be changed at any time if, in the judgment of the Forest Service, fire danger is higher or lower than predicted and such change is consistent with forest management objectives. The decision to change the activity level, and when, and how to take weather observations for that purpose, are within the discretion of Forest Service.

PROJECT ACTIVITY LEVELS

Contractor & Forest Service may agree to a variance for operations at levels, B, C, D & Ev.

Level	Project Activity Requirements	Additional Project Activity Requirements Using Hotsaw Technology (generally rotary heads operating at >1100 rpm)
A	Minimum required by Section 3	Same as Project Activity Requirements
B	<ol style="list-style-type: none"> 1. Furnish fire patrolperson. A fire patrolperson is required for mechanical operations from cessation of operations until 2 hours after operations cease or sunset, which ever occurs first 2. Tank truck or trailer shall be on or adjacent to landing (Section 3). 	Same as Project Activity Requirements.
C	<ol style="list-style-type: none"> 1. Fire patrolperson is required until sunset local time. 2. The following operations are prohibited from 1:00 PM until 8:00 PM local time: <ol style="list-style-type: none"> a. Blasting 	<p>Operations are prohibited between 1:00 PM and sunset local time. Operations may continue if they meet the following requirements:</p> <ol style="list-style-type: none"> 1. A fire patrolperson is required for each piece of equipment until sunset local time. 2. Provide periodic (once per hour) inspection of areas treated that day. 3. Provide on-board self extinguishing fire suppression system on each piece of equipment capable of extinguishing any equipment related fire or provide a portable Class A fire suppression system capable of

		extinguishing a 20 foot by 20 foot wildland fire within five minutes of discovery. 1/
D	<p>All following activities may operate:</p> <ol style="list-style-type: none"> 1. Rubber tired skidding 2. Chipping on roads or landings 3. Cable yarding 4. Loading of logs decked at landings 5. Welding or cutting of metal only by special permit 6. Road maintenance 7. Culvert installation 8. Dirt moving 9. Helicopter Yarding 10. Hand slash disposal 11. Chainsaw operations on landings and roadbeds <p>All other operations may continue after 1:00 PM local time, if they meet the following requirements:</p> <p>A fire patrolperson is required to walk all areas treated that day once per hour, until sunset local time. This includes chainsaw felling, metal track skidding, machines with chainsaw cutting heads and mastication equipment.</p>	<p>Same requirements as listed in PAL C:</p>
Ev	<p>All following activities may operate:</p> <ol style="list-style-type: none"> 1. Hauling and loading of logs decked at landings 2. Equipment at approved sites may be serviced. 3. Roads: Dust abatement or rock aggregate installation (does not include pit development) 4. Chainsaw operation associated with loading <p>All other operations may continue until 1:00 PM local time when Contractor and Forest Service agree to variance.</p>	<p>Operations are prohibited, except variances are permitted for operations until 1:00 PM local time when Contractor and Forest Service agree to additional precautions.</p> <p>Minimum requirements: At this level, the following types of equipment shall be immediately available within one quarter mile of the activity to quickly reach and effectively attack a fire start: tractors, skidders or other equipment with a blade capable of constructing fireline, plus PAL level D requirements.</p>
E	<p>The following activities may operate:</p> <ol style="list-style-type: none"> 1. Hauling and loading of logs decked at landings 2. Equipment at approved sites may be service. 3. Roads: dust abatement or rock aggregate installation (does not include pit development) 4. Chainsaw operation associated with loading 	<p>Operations are prohibited</p>

1/ Suppression system equipment minimum requirements: 100 feet of one inch hose, minimum discharge distance of 50 feet, minimum pressure 100 PSI at discharge orifice, and sustainable for a minimum of 5 minutes.

6. REPORTING ALL WILD FIRES

- A. Contractor's/Permit Holder's employees shall report all fires to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

Function	Name	Telephone	Address
Dispatch Center	Monte Vista Emergency Comm. Center (ECC)	(619) 557-5262	N/A
Nearest FS Station	Temescal Fire Station	(951) 277-1770	24530 Temescal Cyn. Rd., Corona, CA 92883
District Ranger	Keith Fletcher	(951) 736-1811	1147 E. Sixth St., Corona, CA 92879
D.R. Designated Rep	Jake Rodriguez	(951) 736-1811 ext. 3275	1147 E. Sixth St., Corona, CA 92879

When reporting a fire, provide the following information;

Your Name;

Call back telephone number;

Project name;

Location;

Legal description (Township, Range, Section); and

Descriptive location (Reference point);

Fire Information;

Acres;

Rate of Spread; and

Wind Conditions.

- B. Contractor's/Permit Holder's Plan Regarding Personnel. The Contractor/Permit Holder shall, prior to commencing work, furnish the following information relating to key personnel

Title	Name	Address and/or Telephone #
Fire Patrolperson		
Fire Patrolperson		

County of Riverside Initial and Date Acknowledgement of Receipt of pages 1-6:

Initial

Date