

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

408



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**

October 5, 2011

**SUBJECT:** Public Safety Enterprise Communications Project Ground Lease, Lake Hemet

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

1. Consider the attached Addendum with the Final Environmental Impact Report for the County of Riverside's Public Safety Enterprise Communication (PSEC) Project, State Clearinghouse Number 2008021126;
2. Find that use of the site referenced herein will not result in any new significant environmental effects, will not substantially increase the severity of previously identified significant effects and will not necessitate new mitigation measures;
3. Approve the addition of one additional communication site to the PSEC Project;

(Continued)

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY Samuel Wong 9/22/11  
SAMUEL WONG

Robert Field

Assistant County Executive Officer/EDA

**FINANCIAL  
DATA**

Current F.Y. Total Cost:

\$ 50,000

In Current Year Budget:

Yes

Current F.Y. Net County Cost:

\$ 0

Budget Adjustment:

No

Annual Net County Cost:

\$ 0

For Fiscal Year:

2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

**SOURCE OF FUNDS:** PSEC Budget

Positions To Be  
Deleted Per A-30

☐

Requires 4/5 Vote

☐

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

APPROVE

**County Executive Office Signature**

BY Jennifer Sargent

FORM APPROVED COUNTY COUNSEL

BY: Antia C. Willis DATE

ANTIA C. WILLIS, Interim CIO

APPROVED: Dean Deines, Interim CIO

Dep't Recomm.: ☒ Policy

☐ Consent

Per Exec. Ofc.: ☒ Policy

☐ Consent

Prev. Agn. Ref.: 3.37 of 12/18/07; 3.52 of 9/2/06

District: 3

Agenda Number:

3.17

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION: (Continued)**

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

**BACKGROUND:**

The County of Riverside's existing law enforcement and emergency first responder voice communication network is lacking in coverage and functionality. As currently configured, the county's system of approximately 20 communication sites provides voice coverage to only about 60% of the county. The PSEC project will construct approximately 65 new communication sites to remedy this deficiency, and will ultimately provide communication coverage to approximately 95% of the county. The new system is urgently needed to ensure the safety of the public, Sheriff's deputies, and firefighters.

The Board of Supervisors approved a Program Environmental Impact Report (PEIR) for the project on September 2, 2008. The PEIR imposed a number of standard mitigation measures that were applicable to all of the sites. However, at the time of the PEIR's adoption, certain design details and a final location for a number of the sites had not been finalized. To provide for such a contingency, the PEIR prescribed mitigation measures to be implemented if a site or its supporting components (access roads, power alignments, etc.) were to be relocated to an area that had not been assessed and/or surveyed as part of the PEIR. This programmatic approach was adopted to allow modifications and expansion of the project's design without the need for recirculation of the PEIR. Specific measures prescribed in the PEIR required the County to determine if the impacts associated with the proposed modification/addition were consistent with the analysis and findings of the PEIR. Specific performance measures were adopted to identify the analysis necessary to make this determination.

Since adoption of the PEIR in September 2008, it has been determined that an additional communication site will be required to meet emergency services communication coverage objectives in the southern San Jacinto mountains. This area is currently without adequate emergency services communication coverage. Even though several other communication sites are currently located in this area (Marion Ridge and Santa Rosa Peak), terrain shadowing and other features associated with the area's rugged topography make coverage in some areas difficult to achieve. The San Jacinto Mountains are particularly fire-prone, and SR-74 is a curvy mountain road that requires regular emergency response calls. Numerous other roads in this portion of the San Jacinto Mountains lead to private inholdings within the San Bernardino National Forest (SBNF), and several hundred homes and other properties are located amongst the hilltops and canyons of this area. Emergency responders working in this area currently do so without reliable communication coverage. Even with development of other nearby PSEC communication sites (Ranger Peak and Red Mountain), communication coverage in this area would still be inadequate. Based on this deficiency, it was determined that an additional communication site would need to be constructed in the vicinity of Lake Hemet to provide coverage into the southern part of the San Jacinto Mountains. The addition of the Lake Hemet Communication Site, which is the subject of the attached addendum, is intended to supplement the coverage in this area and remedy the deficiency.

(Continued)

**BACKGROUND:** (Continued)

Per the requirements of the PEIR, the County undertook implementing the mitigation prescribed in the PEIR in the event of network expansion. Pursuant to CEQA Section 15164, an addendum to the PEIR was prepared. The addendum (included as Attachment A) evaluates the environmental effects of the Lake Hemet Communication Site. This site was not specifically evaluated in the PEIR. The purpose and need for the site is summarized above, and is presented in greater detail in the attached addendum. The analysis for the site is also presented in the attached addendum, and incorporates the findings from the biological and cultural resources studies that were required as per the PEIR mitigation measures.

The PSEC project utilizes long-term ground leases in those situations where the site owner will not sell the small land parcel required for the wireless communication site. The proposed site in the Garner Valley area provides wireless communication coverage to the mountain areas east of Idyllwild along Highway 74.

The Ground Lease is summarized below:

Location:	Located on a portion of Assessor's Parcel Number 568-060-011
Lessor:	Lake Hemet Municipal Water District
Size:	Approximately 1,970 square feet
Term:	Fifty years commencing July 1, 2010,
Rent:	\$1,000 per year prepaid upon lease execution.
Rent Adjustments:	None
Utilities:	By County
Interior/Exterior Maintenance:	By County

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

**FINANCIAL DATA:**

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

Attachments:

Addendum #5  
Ground Lease

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## COMMUNICATIONS SITE LEASE

This Lease is made this 16th day of September, 2010 by and between **LAKE HEMET MUNICIPAL WATER DISTRICT**, A California Water District Operating under the California Water District Law (Water Code Section 34000, et seq.) (hereinafter "Lessor" or "LHMWD"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "Lessee").

### RECITALS

A. Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 568-060-011, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.

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

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

D. Construction of the tower will be in a manner similar to Exhibit "C".

NOW, THEREFORE, the parties agree as follows:

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

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

3. Initial Term. The Term of this Lease shall be for a period of fifty (50) years, commencing on July 1, 2010. Any holding over by Lessee after the expiration of said term shall be deemed a year to year tenancy upon the same terms and conditions in this Lease.

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

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

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

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

15        8. Improvements by Lessee. Lessee shall have the right (but not the obligation) at  
16 any time following the full execution of this Lease and prior to the Commencement Date, to  
17 enter the Premises for the purpose of making necessary inspections and engineering surveys  
18 (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to  
19 determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the  
20 purpose of preparing for the construction of Lessee's Facilities. Lessee has the right to

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

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

24 Any contractor on the property for the benefit of or at the direction of Lessee shall  
25 provide proof of workers compensation insurance to Lessor.

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

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

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

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

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

23 13. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code section  
24 107.6 that this Communications Site Lease may create a taxable possessory interest in the  
25 Premises. If personal property taxes are assessed, Lessee shall pay any portion of such  
taxes directly attributable to Lessee's facilities. Lessor shall pay all real property taxes,  
assessments and deferred taxes on the property.

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

17  
18 **Lessee:**

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

**Lessor:**

Lake Hemet Municipal Water District  
26385 Fairview Avenue  
Hemet, California 92544  
951-658-3241

21 15. Quiet Enjoyment & Interference. Lessor covenants that Lessee shall at all time  
22 during the term of this Lease peaceably and quietly have, hold and enjoy the use of the  
23 Premises so long as Lessee shall fully and faithfully perform the terms and conditions that it is  
24 required to perform under this Lease. Use of the Premises or Lessee's facilities by Lessor for  
25 its water service or other public purposes, including in the event of emergency, shall not be  
considered a breach of Lessor's obligation under this Section 15. Lessee agrees to install  
equipment of the type and frequency which will not cause harmful interference (which is  
measurable in accordance with then existing industry standards) to any equipment of Lessor  
which Lessor used prior to the date this Lease is executed by the parties. Moreover, Lessee

1 represents that during the term of this Lease, Lessee, shall not unreasonably interfere with  
2 Lessor's, as well as its invitees and guests, use and quiet enjoyment of Lake Hemet and the  
surrounding campground and recreational facilities.

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

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

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

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

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

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

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568-06

23-37  
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T.R.A. 071-028  
071-301

N1/2 T.6S, R.3E

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

MAR 21 2005

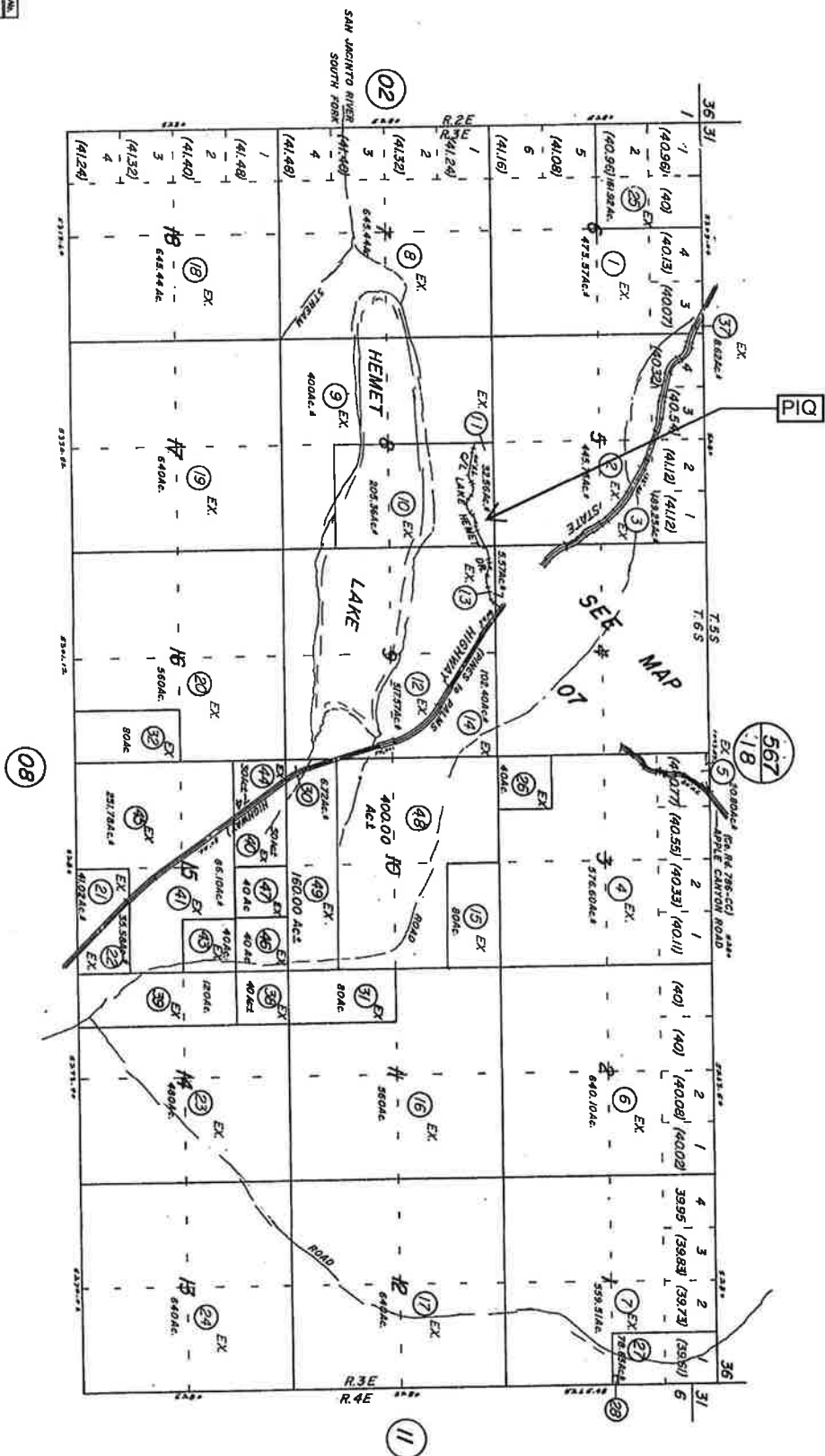


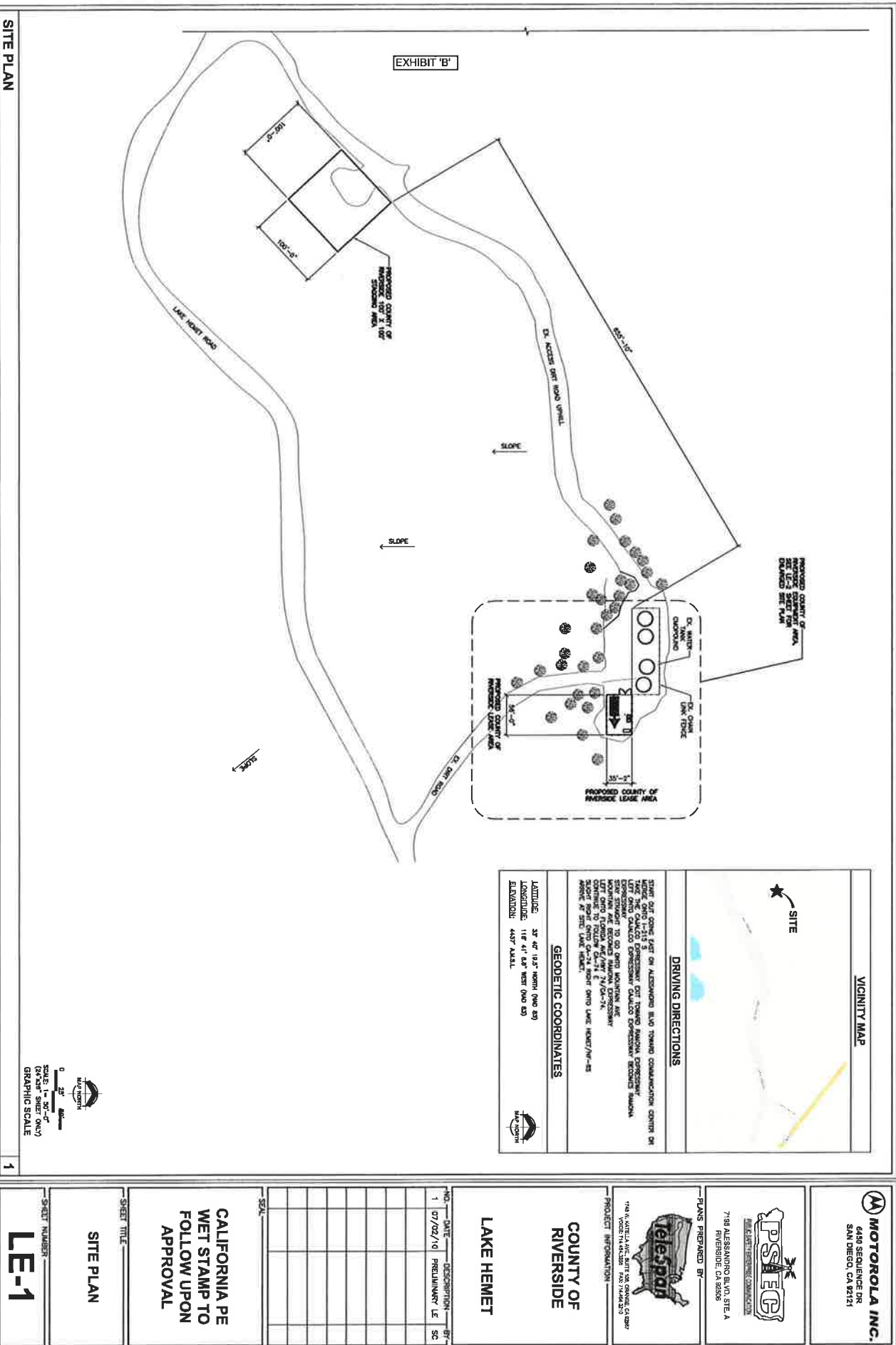
EXHIBIT A

DATE	OLD No.	NEW No.
5/79	80V-824	1-24
6/79	827	37
11/99	37-36	36-45
3/05	29	46-49

DATA: R/S 8/41, R.S. 72/84-85 R/S 74/9, R/S 74/26, R/S 100/14  
G.L.O. PLAT, Co. Rd. 786-CC, 786-KX  
ST. HWY 240 E.S., R.S. 77/20

ASSESSOR'S MAP BK. 568 PG. 06  
RIVERSIDE COUNTY, CALIF.

APR 04 2005





### PROJECT INFORMATION

**LAKE HEMET**

NO.	DATE	DESCRIPTION	BY
1	07/02/10	PRELIMINARY LE	SC

—SEAL

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

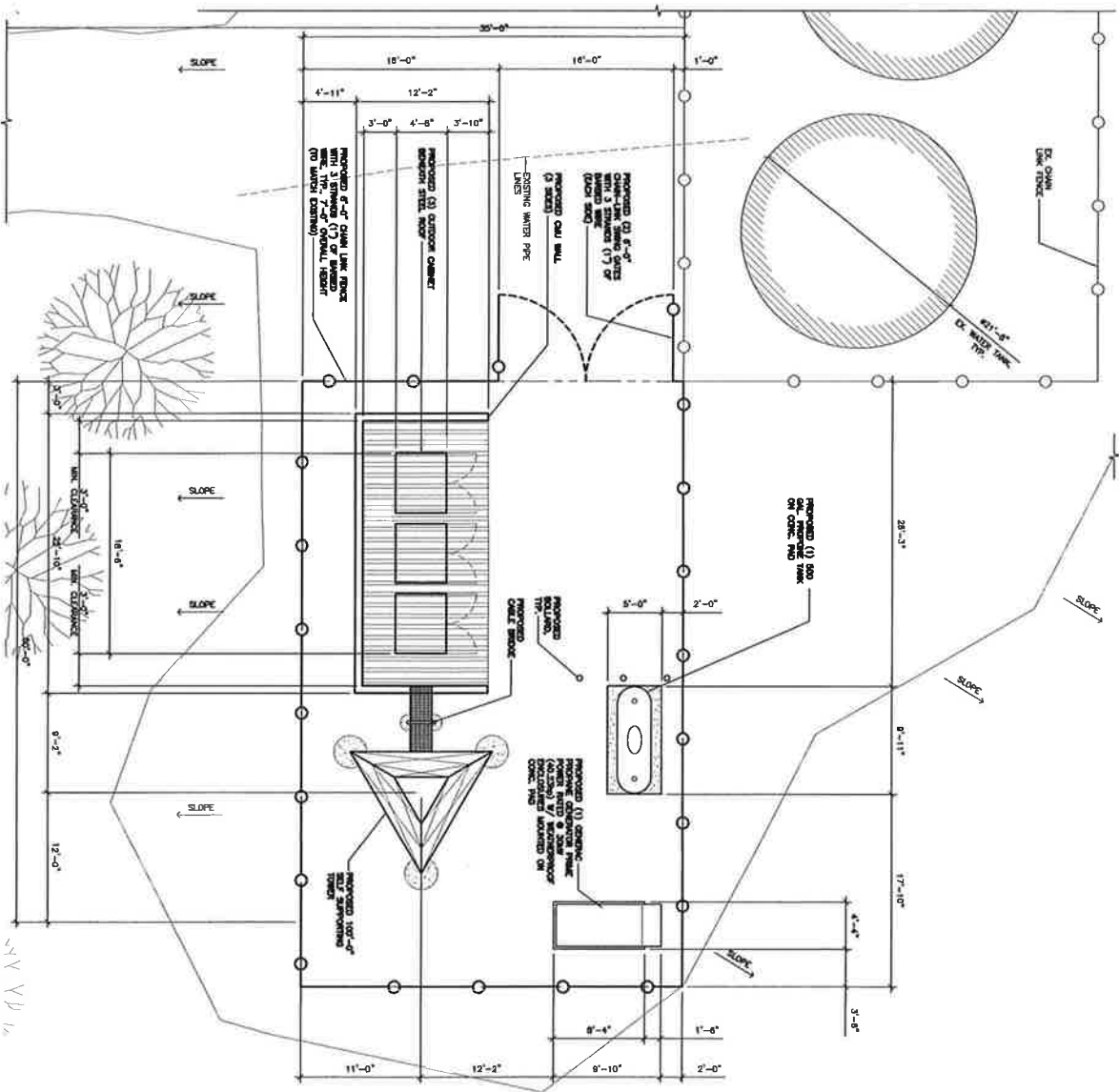
— SHEET TITLE

**ENLARGED  
SITE PLAN**

**SHEET NUMBER**

# LE-2

**EXHIBIT 'C'**



0 10'

MAP NORTH

SCALE: 3/16" = 1'-0"  
(24"x36" SHEET ONLY)  
GRAPHIC SCALE

