

FORM-APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 6-13-12
 SYNTHIA M. GUNZEL
 Departmental Concurrence DATE

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

330



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
 June 14, 2012

SUBJECT: Public Safety Enterprise Communications Project Lease Agreement, Toro Peak

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Business Lease Agreement for the Toro Peak Public Safety Enterprise Communications site;
2. Authorize the Chairman of the Board to execute same on behalf of the County;
3. 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;

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/14/12
 SAMUEL WONG

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,750	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No	
SOURCE OF FUNDS: Public Safety Enterprise Communication	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

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

Prev. Agn. Ref.: N/A District: 3/3 Agenda Number: **3.11**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. 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; and
5. Approve the addition of one additional communication site to the PSEC Project.

BACKGROUND:

Toro Peak is located in the San Jacinto Mountain range in the southern part of the County west of the Coachella Valley. The site is located on land controlled by the Santa Rosa Band of Cahuilla Indians. The coverage objective for this site is Highway 74 through the San Bernardino National Forest and the easterly portion of highway 371. Both highways are heavily traveled and both highways have significant law enforcement activity.

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 Santa Rosa mountains. One area that was determined to be deficient in emergency services communication coverage was in the southern portion of the County in the Santa Rosa and San Jacinto Mountains. Coverage to portions of this area is currently provided by the County's Santa Rosa Peak Communication Site, which is located approximately three miles to the northwest of the proposed Toro Peak Communication Site. The mountainous terrain of the San Jacinto and Santa Rosa Mountains makes providing emergency services communication coverage to this area extremely difficult. The area is currently provided with spotty and inadequate communication coverage from the existing Santa Rosa Peak Communication Site. Emergency responders working in this area currently do so without reliable communication coverage. Specific areas with currently inadequate coverage include portions of Highway 74, as well as interior portions of the San Jacinto and Santa Rosa Mountains. These heavily-vegetated areas are particularly prone to wildfire events, and numerous small communities and isolated home sites are present throughout the area.

(Continued)

BACKGROUND: (Continued)

The proposed Toro Peak Communication Site would remedy this deficiency, and would provide County law enforcement and fire personnel the level of coverage they require to safely respond to emergencies in the area and to coordinate their efforts effectively. The Toro Peak Communication Site would be linked to the rest of the PSEC network by microwave through the County's existing Indio Communication Site in the City of Indio.

Pursuant to CEQA Section 15164, the attached addendum to the PEIR was prepared. The addendum (included as Attachment A) evaluates the Toro Peak site which is located within the Santa Rosa Mountains. This site was not specifically evaluated in the PEIR. The purpose and need for this site is summarized above, and are presented in greater detail in the attached addendum. The analysis for this 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 Lease Agreement is summarized below:

- Location:** 33°31'24.04"N 116°25'30.77"W, in the San Jacinto Mountains near State Highway 74
- Lessor:** Santa Rosa Band of Cahuilla Indians, a federally recognized Indian tribe
- Size:** Approximately 2,900 square feet plus access for vehicles
- Term:** 25 years commencing upon full execution with an option to extend an additional 25 years
- Rent:** Quarterly payments beginning at \$6,000 (\$24,000 annually) plus one time processing fees of \$1,750 due upon lease execution
- Rent Adjustments:** 3% annual increase, option term at market rates to be determined by an appraisal
- Utilities:** By Lessor, with a provision to shift to County if the ability to meter usage is established in the future
- Interior/Exterior Maintenance:** By County

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

FINANCIAL DATA: (Commences on Page 4)

FINANCIAL DATA:

All first and second year rents and associated development costs for the Toro Peak Communications site will be fully funded through the Public Safety Enterprise Communications Project (PSEC) budget. Riverside County Information Technology's (RCIT) annual budget will fund future rents and all operating costs.

Attachments:

Exhibit A
Business Lease Agreement
Environmental Impact Report - Addendum #7

Exhibit A

Toro Peak Communication Lease Cost Analysis FY 2012/13

EXPECTED AMOUNTS

Total Expected Lease Cost for FY 2012/13

\$ -

ACTUAL AMOUNTS

Lease Cost per Month (July 1, 2012 - June 30, 2013)

\$ 2,000.00

Total Lease Cost (July 1, 2012 - June 30, 2013)

\$ 24,000.00

Total Actual Lease Cost for FY 2012/13

\$ 24,000.00

Total Lease Cost Variance for FY 2012/13

\$ 24,000.00

Estimated Additional Costs:

EXPECTED AMOUNTS

One-Time Processing Fee

\$ -

Total Estimated Expected Cost for FY 2012/13

\$ -

ACTUAL AMOUNTS

One-Time Processing Fee

\$ 1,750.00

Total Estimated Actual Cost for FY 2012/13

\$ 1,750.00

Total Estimated Cost Variance for FY 2012/13

\$ 1,750.00

TOTAL ESTIMATED COST FOR FY 2012/13

\$ 25,750.00

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs
Southern California Agency

BIA Lease Administration Fee: \$500.00
Tribal Permit Fee: \$1,250.00

Lease No. _____
Approved: _____
Land: _____

BUSINESS LEASE AGREEMENT

This Business Lease Agreement ("Agreement"), hand signed and notarized in quadruplicate, is made and entered into effective as of _____, 20__, by and between the parties identified below as "Lessor" and "Lessee":

Lessor: Santa Rosa Band of Cahuilla Indians, a federally recognized Indian Tribe

Address: (If by United States mail:)
Santa Rosa Band of Cahuilla Mission Indians
P. O. Box 391820
Anza, CA 92539

(If by personal delivery or courier:)
Santa Rosa Band of Cahuilla Indians
65200 Hwy 74
Mountain Center, CA 92561

Telephone: (951) 659-2700
Fax: (951) 659-2228

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

Address: County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 500
Riverside, California 92501
Attn: Lease Administrator

Telephone: (951) 955-4820
Fax: (951) 955-6686

Under the provisions and in accordance with the Act of August 9, 1955 (69 Stat. 539; 25 V.S.C. 415); the regulations contained in Title 25, INDIANS, Code of Federal Regulations, Part 162; and any amendments thereto relative to leases on restricted Indian lands, all of which by reference are made a part hereof.

1. **Leased Premises; Access Easement; Temporary Staging Area**

For and in consideration of the rents and agreements and other consideration hereinafter set out, Lessor hereby leases to Lessee an area of ground space sized approximately fifty feet (50') by fifty-nine feet (59') for its exclusive use ("Leased Premises") and also grants to Lessee the right of nonexclusive use of an access easement twenty feet (20') in width ("Access Easement") and the right to use an area sized approximately one hundred feet (100') by two hundred and twenty feet (220'), including nonexclusive use of the helicopter pad, as a temporary staging area for the construction of the planned facilities within the Leased Premises ("Temporary Staging Area"). The Leased Premises, the Access Easement, and the Temporary Staging Area are all located on and within the NW1/4 of the 8L1/4 of the NW1/4 of Section 36, T.78, R.5E., 8BM, Riverside County, California on Toro Peak ("Site"), within the Santa Rosa Indian Reservation ("Reservation"). The locations and legal descriptions of the Leased Premises, the Access Easement, and the Temporary Staging Area are shown on the Site and Access Survey attached hereto as **Attachment 1**.

2. **Purpose and Approved Uses**

It is understood and agreed that the purpose of this Agreement is to authorize the leasing by Lessor to Lessee of a site for the construction, installation, operation and maintenance of a communications facility, including a self-supporting tower with attached microwave dish antennas and wireless panel antennas, an equipment shelter building with attached GPS antennas, a propane tank to store fuel for an emergency generator, connecting cables and conduits, and related operating equipment within the Leased Premises, subject to the provisions herein for the review and approval of Lessee's proposed facilities by Lessor. Lessee's proposed initial installations are shown on the Enlarged Site Plan attached hereto as **Attachment 2** and on two pages of Elevations which together are attached hereto as **Attachment 3**. The Premises shall be used by Lessee for the purpose of operating electronic communication equipment used by Departments of Riverside County and by other governmental agencies permitted by Lessee to share the tower and to place operating equipment within the Leased Premises. Lessee shall not use any portion of the Leased Premises or the Site for any unlawful purpose, or for any purpose not expressly authorized by this Agreement.

3. **Lease Term**

Subject to the approval of this Agreement by the Secretary of the Interior or his authorized representative (Secretary), the Initial Term of this Agreement shall be for a period of twenty-five (25) years, effective as of the date first above-written ("Initial Term"). Pursuant to 25 C.F.R. section 162.607(a), Lessee shall have an option to extend this Agreement for one (1) Renewal Term of twenty-five (25) years ("Renewal Term"), (the "Option to Renew"), provided that Lessee notifies Lessor in writing at least twelve (12) months in advance of the expiration of the Initial Term of Lessee's intention to exercise this Option to Renew for a Renewal Term of twenty-five (25) years, provided further that the Agreement is in good standing and that Lessee is not in an uncured default, and provided further that the extension of this Agreement for the Renewal Term

is subject to approval of the provisions of the Renewal Term by the Secretary of the Interior or his authorized representative (Secretary).

4. **Rent**

In consideration of the rights granted to Lessee hereunder, during the Initial Term of this Agreement, Lessee shall pay rent in lawful money in the amounts set forth on the Rental Schedule attached hereto as **Attachment 4**, including the provision for an annual escalation of rent in the amount of Three Percent (3.0%) over the amount of rent due in the previous year. The obligation to pay rent shall commence upon the commencement of Lessee's grading or construction work to prepare the Leased Premises for the installation of Lessee's improvements and equipment. Rental payments shall be due quarterly, on the first day of each quarterly payment period, without prior notice or demand, payable to the Secretary for the account of Lessor per directions that shall be furnished in writing to Lessee by Lessor and the Secretary. Lessee shall have a ten (10) day grace period for the payment of rent each payment period; rents received more than ten (10) days after the first day of each payment period shall be considered past due and shall bear interest at a rate of ten percent (10%) per annum from the due date until paid. This provision shall not be construed to relieve the Lessee of its obligation to make timely rental payments.

Subject to approval by the Secretary of the Interior or his authorized representative (Secretary), and upon Lessee's exercise of its Option to Renew for a Renewal Term of twenty-five (25) years, Lessor reserves the right to adjust the base rent for the Renewal Term to a fair market rental rate for the Leased Premises and the Lessee's uses thereof as determined by a written appraisal prepared by an independent appraiser experienced in appraising the rental values of telecommunications sites and facilities and prepared under the Uniform Standards of Professional Appraisal Practice.

5. **Improvements/Utilities/Access, Other Infrastructure**

- (A) Lessee shall have the right (but not the obligation) at any time following the full execution of this Agreement to enter the Leased Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Leased Premises for Lessee's planned tower and other facilities and for the purpose of preparing for the construction of Lessee's facilities.
- (B) Lessee has the right to construct, maintain, install, repair and operate on the Leased Premises radio and microwave communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, backup generators, utility lines, transmission lines, radio and microwave frequency transmitting and receiving antennae and supporting structures and improvements. In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Leased Premises for Lessee's communications operations and to install utility lines and transmission lines

connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs on or about the Leased Premises required by federal, state or local law.

- (C) Lessee shall have unrestricted and non-exclusive access to the Site and to the Leased Premises for the purposes of constructing Lessee's propose facilities and installing antennas and equipment thereon and operating and maintaining Lessee's equipment and facilities, including use of the Access Easement described in Paragraph 1 and shown on the Site and Access Survey attached hereto as **Attachment 1**. Lessor shall furnish Lessee with necessary keys to locked gates for access to the Site. Lessee acknowledges and agrees that only authorized employees, agents or contractors of Lessee shall be permitted to enter the Site and/or Leased Premises, and all such persons shall comply with any and all reasonable restrictions/and or conditions as may be imposed by Lessor for activities on the Site and/or the Leased Premises.
- (D) Prior to construction, Lessee shall present construction drawings and a site plan that sets forth the location of all improvements proposed to be located on the Leased Premises to Lessor for review and approval. Lessor shall not assume any responsibility whatsoever for detailed design of structure or structures or violation of any state, or county law, ordinance or code. Lessor shall either approve or state in detail its reason for disapproval of the drawings or site plan within a reasonable time after its submission. If Lessor disapproves the construction drawings or site plan, Lessee shall have the right to resubmit revised construction drawings or a revised site plan, which shall be approved by the Lessor if the revised drawings or site plan provide a reasonable remedy of the Lessor's previous objections. In reviewing the drawings and plans of Lessee's proposed improvements, Lessor's approvals shall not be unreasonably withheld, conditioned or delayed.
- (E) After the initial construction and installation of Lessee's improvements, any material modification of facilities or significant additions of equipment at the Leased Premises shall require the prior review and approval of Lessor. If Lessee proposes to make any significant modifications or expansions of facilities in order to accommodate a non-governmental entity's antennas and operating equipment on the Leases Premises, at the time Lessor's approval is granted, the parties shall agree to a reasonable amount of additional rent payable to Lessor.
- (F) All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Upon completion of the initial construction and of any subsequent material relocations, expansions or additions of facilities, Lessee shall furnish Lessor with "As-Built" plans.
- (G) Lessor shall arrange for provision of power, Site maintenance and access to the Leased Premises. The parties understand and agree that given the remote location of the Site and the Leased Premises that conventional power sources are unavailable, and that electrical power is presently provided by Lessor to the Site via generators, and Lessee shall have the right to install power lines connecting its

facilities in the Leased Premises to Lessor's electrical power system. Lessee hereby acknowledges that such power supply is subject to intermittent interruption, and Lessee shall undertake to provide its own back-up power source(s) to allow for such loss of service. Any such loss of service shall be without rent abatement, in total or pro-rata.

- (H) Should it become necessary or desirable during the Initial Term or any Renewal Term of this Agreement for Lessee to arrange for the provision of alternative power supply, telephone or other utility service, or alternative access for ingress or egress, Lessor shall cooperate with Lessee to obtain such infrastructure; provided, however, that any easements or rights-of-way across the Reservation outside of the Site must be obtained in accordance with the provisions of the Act of February 5, 1948 (62 Stat. 17,25 U.S.C. sections 323 et seq.), Part 169 of Title 25 of the Code of Federal Regulations, and any amendments thereto relative to rights-of-way across restricted Indian lands.
- (I) All antennas, transmitters, receivers, operating equipment, connective transmission lines, batteries, emergency power generators, and similar portable operating equipment installed by Lessee at the Leased Premises shall remain Lessee's property and may be removed by Lessee at or prior to the expiration of this Agreement; provided, however, that such removal does not cause injury or damage to the Leased Premises. Upon the expiration or termination of this Agreement, Lessor shall have the right to require that the tower and any other structural improvements installed by Lessee on the Leased Premises shall remain on the Leased Premises as the property of Lessor thereafter. At its option, Lessor may require Lessee to remove all or part of the structural improvements installed on the Leased Premises, provided that Lessee shall not be required to remove any foundation or underground utility facilities that exist three feet (3') or more below grade.

6. **Maintenance and Operation**

- (A) Lessor reserves to itself and its employees, agents, and contractors, the right to maintain the Site and to operate its own facilities in locations on the Site other than within the Leased Premises in such a manner as will best enable it to fulfill its own service requirements, but in accordance with the specifications herein mentioned. Lessor shall not be liable to Lessee for any interruption of service of Lessee's equipment or for interference with operation of the facilities of the Lessee arising in any manner from Lessor's maintenance of the Site or from Lessor's use or operation of its own facilities on the Site.
- (B) Lessee shall maintain the Leased Premises in good condition and appearance and free of debris. In performing ongoing maintenance of its facilities and equipment, Lessee and its employees, agents and contractors shall not interfere with the uses or activities of Lessor or of Lessor's other lessees at the Site. Lessee and its employees, agents and contractors shall not commit any waste in or about the Site or on or about the access roadway to and from the Site.

- (C) Lessee agrees to keep the Leased Premises free of hazardous materials contamination, and Lessee shall store and use fuels, lubricants, batteries, cleaning products and other similar materials in a safe and code compliant manner.

7. **Fuel Cost/Utility Fees**

In addition to the rent required herein, Lessee shall pay directly to Lessor a Fuel/Utility Fee in an amount equal to the Lessee's pro-rata share of the actual cost to Lessor of providing power to the Site; provided, however, that Lessee's obligation to pay a Fuel/Utility Fee to Lessor shall not be in force until Lessor has established a program for determining the usage of power by all its tenants on Toro Peak and for calculating the prorata shares of the Lessor's costs for providing such power to the tenants on Toro Peak. Further, Lessee shall not be obligated to pay Lessor a Fuel/Utility Fee until Lessee is actually using power from Lessor's generators. Payment shall be made within thirty (30) days of receipt by Lessee of an invoice from Lessor evidencing how such costs were calculated. Lessor agrees to notify Lessee within thirty (30) days of receiving notice of any substantial increase in cost (20% or more over the prior year's costs) to provide power to the Site. Upon Lessor's written request from time to time, Lessee agree to furnish Lessor with information about Lessee's actual or projected usage of power at the Leased Premises to assist Lessor in calculating Lessee's pro-rata share of the costs of power used at the Site. If and when commercial power is made available to the Site by a public utility so that Lessee can purchase power directly from the public utility, Lessee's obligation to pay a Fuel/Utility Fee to Lessor hereunder shall cease.

8. **Interference with Communications**

- (A) Lessee's facilities and operations in the Leased Premises shall not disturb or interfere with the communications configurations, equipment and frequencies that exist at the Site prior to Lessee's initial installation of its own facilities or which exist at the Site prior to Lessee's later addition to or alteration of its own facilities, and Lessee's facilities and operations shall comply with all non-interference rules of the Federal Communications Commission throughout the Initial Term and any Renewal Term of this Agreement.
- (B) After Lessee has established its own communications configurations, equipment and frequencies at the Leased Premises in compliance with the non-interference rules of the Federal Communications Commission, if any of Lessor's other lessees with facilities at the Site should add or alter equipment or operate their facilities or equipment in such a way as to interfere with Lessee's established communications configurations, equipment or frequencies, then Lessor shall make commercially reasonable efforts to cause such other party to promptly cease such interference. If such interference does not cease within a reasonable time period and substantially interferes with Lessee's communications operations at the Leased Premises, Lessee shall have the right to terminate this Agreement upon written notice to Lessor.

9. **Termination by Lessee**

This Agreement may be terminated by Lessee without further liability on thirty (30) days prior written notice: (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any other governmental authority that restricts Lessee from installing, maintaining or operating Lessee's facilities or equipment in the Leased Premises in a manner to achieve the purposes for such facilities and equipment stated in paragraph 2 above; or (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength, coverage or interference. Should Lessee terminate this Lease under subsection (ii) hereinabove, Lessee shall pay Lessor a one-time fee in the amount equal to twelve (12) months of the then-current rent.

10. **Insurance**

- (A) Lessee is a local government entity created under the laws of the State of California, and it is self-insured against any third party liability loss. Lessee shall cause Lessor and its Tribal Council, officers, employees, agents and contractors to be listed as additional insureds under Lessee's self-insurance program. At the time of execution of this Agreement, Lessee shall provide to Lessor and the Secretary proof of self-insurance, documentation of any limits or caps thereon, and written acknowledgment if there is any umbrella coverage available to Lessee to cover catastrophic damages. Lessee shall maintain its self-insurance program in full force during the Initial Term and any Renewal Term of this Agreement, and Lessee shall annually, on or before the anniversary date of execution of this Agreement, provide to Lessor and the Secretary written acknowledgment of the continuation of its self-insured status.
- (B) If at any time during the Initial Term or any Renewal Term of this Agreement Lessee abandons its self-insured status, Lessee shall immediately notify Lessor and the Secretary of this fact and immediately obtain sufficient coverage from a third-party insurer under a comprehensive general liability insurance policy for bodily injury or death and property damage (including fire), including a broad form property damage endorsement, with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence, with said policy to cover the Leased Premises, Lessee's operations, tower, structures, other improvements and equipment being utilized by Lessee under this Agreement. Said policy shall be written to jointly protect Lessee and Lessor, Lessor's Tribal Council, officers, employees, agents and contractors as named insureds. Evidence of such coverage shall be furnished to the Secretary and Lessor immediately upon the policy's issuance and delivery to Lessee.

11. **Liens, Taxes, Assessments**

Lessee shall not permit to be enforced against the Site, the Leased Premises, or any part thereof, any liens arising from any work performed, materials furnished, or obligations

incurred by Lessee, and Lessee shall discharge or post bond against all such liens before taking any action that is brought to enforce same. Lessee shall pay, when and the same becomes due and payable, all taxes, assessments, licenses, fees and other like charges levied during the term of this Agreement upon or against Lessee's interest in the Leased Premises and Lessor's property thereon for which either the Lessee or Lessor may become liable.

12. **Indemnification**

Neither the Lessor nor the United States Government, nor their officers, employees, agents, or contractors shall be liable for any loss, damage, or injury of any kind whatsoever (including without limitation, death) to the person or property of the Lessee or any other person whomsoever, caused by any use or condition of the Site or the Leased Premises or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on or about the Site or the Leased Premises or from any other cause whatsoever. Lessee hereby releases and waives any and all claims against Lessor and the United States Government and agrees to indemnify and hold Lessor and the United States Government harmless from and to defend them against any claim or liability for any loss, damage, or injury arising from the use or condition of the Leased Premises, together with all costs and expenses in connection therewith, except to the extent caused by the gross negligence or willful misconduct of Lessor or the United States Government or any of their representatives, officers, employees, agents, contractors, successors, or permitted assigns.

13. **Environmental Protection Requirements**

Lessee shall bear sole responsibility for ensuring compliance with all environmental protection requirements related to all of its uses of the Site and Leased Premises, with the exception of Lessor's fuel management and compliance responsibilities, throughout the Initial Term of this Agreement and any Renewal Term, including, without limitation, compliance with the requirements of the Hazardous Materials and Emergency Response Plan referenced in paragraph 14 below.

Lessee agrees to take all reasonable steps as may be needed to prevent activities on the Site or Leased Premises from unnecessarily:

- (a) Causing or contributing to soil erosion or damaging forage or timber growth thereon;
- (b) Polluting air or water;
- (c) Damaging improvements owned by the Tribe or its members, or other lessees; and/or
- (d) Destroying, damaging or removing fossils, historic or prehistoric ruins, artifacts, or other traditional cultural, historical or archeological property.

Mitigation and reclamation of any adverse impacts to Tribal trust resources caused by Lessee's use of the Leased Premises or the Site shall be made to the satisfaction of the Lessor and Secretary.

14. **Hazardous Materials and Emergency Response Plan**

- (A) For purposes of this Agreement, the term "hazardous materials" shall include, without limitation, asbestos, petroleum, petroleum products, storage tanks, substances defined as "hazardous substances", "hazardous waste", and/or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. § 1801, Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and/or any other applicable Federal, State or local laws, statutes, rules, ordinances, orders and/or requirements related to hazardous materials, hazardous waste and/or toxic substances, and any publications, promulgated pursuant thereto.
- (B) Lessee, or Lessee's agent, shall prepare a Hazardous Materials and Emergency Response Plan, including a Spill Prevention and Response Plan, which shall cover all equipment, materials and activities taking place on the Leased Premises, and Lessee shall provide a copy of such Plan to Lessor. It is understood and agreed that Lessee, in connection with its use of the Leased Premises, shall be bound by the requirements and provisions of this Plan as a condition to its continued occupancy of the Leased Premises and rights under this Agreement.
- (C) The parties shall immediately advise each other and the Secretary in writing as they have actual notice of (i) any and all enforcement, clean-up, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable Federal, State or local laws, ordinances, or regulations relating to any hazardous materials affecting the Leased Premises ("Hazardous Material Laws"), (ii) any and all claims made or threatened by third parties claiming or regulating damage, contribution, cost recovery compensation, loss or injury as a result of hazardous materials on or emanating from the Leased Premises (the matters set forth in Sections (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims", and (iii) all occurrences or conditions on any real property adjoining or in the vicinity of the Leased Premises that could cause the Leased Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any Hazardous Material Laws.
- (D) Lessor shall have the right to join and participate in, as a party if it elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims regardless of whether Lessor is legally liable or responsible therefor, and, if Lessee is liable or responsible therefor pursuant to this paragraph, Lessor's reasonable attorneys' fees in connection therewith shall be paid by Lessee. Lessee shall be solely responsible for, and shall indemnify and hold harmless Lessor, its Tribal Council, officers, employees, agents, contractors, successors and assigns

from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the Lessee's use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Leased Premises during any Term of this Agreement, including, without limitation: (a) all foreseeable consequential damages, (b) the costs of any required or necessary repair, clean-up or detoxification of the Leased Premises, and the preparation and implementation of any closure, remedial or other required plans, and (c) all reasonable costs and expenses incurred by Lessor in connection with Sections (a) and (b), including but not limited to reasonable attorney's fees. The various rights and remedies reserved to Lessor herein, including those not specifically described herein, shall be cumulative, and, except as otherwise provided by the State of California, in force and effect at the time of the execution hereof, Lessor may pursue any or all of such rights and remedies, whether at the same time or otherwise.

- (E) The foregoing indemnity shall further apply to any residual contamination on or under the Leased Premises, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with Lessee's generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances.
- (F) Without Lessor's and Secretary's prior written consent, which shall not be unreasonably withheld, Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Leased Premises, nor enter into a settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent, or compromise might, in Lessor's, and Secretary's reasonable judgment impair the value of Lessor's interest hereunder; provided, however, that Lessor's and Secretary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Leased Premises either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Lessor's consent before taking such action, provided that in such event Lessee shall notify Lessor as soon as practicable of any action so taken. Lessor and Secretary agree not to withhold consent, where such consent is required hereunder, if either: (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Lessee establishes to the reasonable satisfaction of Lessor that there is no reasonable alternative to such remedial action which would result in less impairment of Lessor's interest hereunder.

15. **Regulatory Compliance**

- (A) Lessee shall operate and maintain its equipment in compliance with all applicable laws, and at a minimum in accordance with the requirements and specifications of the safety codes of the State of California and the Federal Communications

Commission, and any amendments, revisions, or additions that hereafter may be issued.

- (B) This provision in no way acknowledges any jurisdiction of the State of California or the Federal Communications Commission over Toro Peak, or any other portion of the Santa Rosa Indian Reservation. Any and all enforcement of this provision shall be at the discretion of the Lessor.

16. **Unlawful Use**

Lessee agrees that it will not use or permit or cause to be used any part of the Site or Leased Premises for any unlawful conduct or purpose whatsoever. Lessee shall be responsible at all times for confining its employees, agents, representatives, equipment, materials and supplies, so that no trespass is committed upon any Reservation lands outside the Site or any duly granted easement or right-of-way.

17. **Sublease/Assignment/License/Transfer**

Lessee may not assign, sublease, license or transfer any right or interest in this Agreement or in the Site or Leased Premises, or any part thereof, without the prior written consent of Lessor and approval of the Secretary. No such sublease, license or assignment shall be valid or binding without the express written consent or approval of Lessor and of the Secretary and then only upon the condition that any sublessee, licensee or assignee has agreed in writing that in the event of conflict between the provisions of this Agreement and the provisions of any sublease, license agreement or assignment instrument, the provisions of this Agreement shall prevail. Notwithstanding the above, Lessee may allow other governmental entities to co-locate antennas on the tower and to place operating equipment within the Leased Premises and may charge such users a prorata share of the Lessee's operating costs for the tower and related facilities, provided that Lessee shall not make such arrangements with current or previous tenants of Lessor on Toro Peak. Such permitted arrangements with other governmental entities shall not be deemed a sublease or license requiring the prior written consent of Lessor and approval of the Secretary. If Lessee proposes to permit a non-governmental entity to place antennas on the tower and to place operating equipment within the Leased Premises, such an arrangement shall require the prior written consent of Lessor and approval of the Secretary, and Lessor may condition its approval of such a requested arrangement that Lessee pay to Lessor a reasonable increase of the rent due under this Agreement. If Lessee proposes to permit another governmental entity to co-locate antennas on the tower but is not able to accommodate that entity's planned operating equipment within the Leased Premises, Lessee shall refer said governmental entity to Lessor, and Lessor may enter into a separate agreement with such governmental entity for ground space on which to place its operating equipment which will be connected to Lessee's tower and to obtain rent therefor directly from said governmental entity. No sublease or license agreement shall release the Lessee from any obligation under this Agreement or substitute the sublessee or licensee for the Lessee hereunder. Consent and approval of one sublease, license agreement, assignment or transfer shall not validate any subsequent sublease, license agreement, assignment or transfer, and the restrictions contained in this paragraph

shall apply to each successive sublease, license agreement, assignment, or transfer hereunder and shall be severally binding upon each and every sublessee, licensee, assignee, transferee, and other successor in interest of the Lessee. Any attempt by Lessee to sublease, license, assign or transfer any right or interest in this Agreement or in the Site or Leased Premises, except as foresaid, shall be deemed a breach of this Agreement. If a proposal to assign this Agreement to a qualified assignee or other successor in interest is submitted while a default in this Agreement exists, neither the Secretary nor the Lessor shall be obligated to consider said proposal until the Agreement is restored to good standing.

18. **Lessee's Obligations**

- (A) Because the Site and Leased Premises are held in trust by the United States, all of Lessee's obligations under this Agreement are to the United States as well as to the Lessor.
- (B) Lessee shall furnish the Lessor and the Secretary documentary evidence of any change in name or structure of its organization within thirty (30) days of such change. Lessee shall also keep the Lessor and Secretary advised of any change of person(s) authorized to represent Lessee and execute documents on behalf of Lessee and shall furnish the Lessor and Secretary documentary evidence of such change of authority within thirty (30) days of any such change.

19. **Inspection**

The Lessor and the Secretary and their authorized representatives shall have the right, during the Initial Term and any Renewal Term of this Agreement, to enter upon the Leased Premises, or any part thereof, to inspect the same and the exterior and interior of all buildings and other improvements erected and/or placed thereon for purposes of ensuring compliance with all provisions of this Agreement.

20. **Notices**

All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given on the date received if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to persons at the addresses set forth on page 1 of this Agreement. Any party may change its contact information for purposes of receiving notice under this paragraph by giving notice of such change in the manner provided herein.

21. **Default**

If Lessee commits a material breach of any monetary obligation set forth herein, Lessor may, in its sole discretion, cancel this Agreement and provide thirty (30) days written notice to Lessee that it must vacate the Leased Premises; take possession of Lessee's personal property remaining on the Site after the effective date of cancellation of this Agreement; and/or seek any other remedy provided by law. Cure of any default may

include the requirement that Lessee post financial assurances of performance in accordance with the provisions of 25 C.F.R. section 162.604(c). All other violations of this Agreement shall be acted upon in accordance with the regulations set forth in part 162 of title 25 of the Code of Federal Regulations.

22. **Condition of Leased Premises at End of Lease; Holdover by Lessee**

- (A) Except as otherwise agreed by the parties in writing, Lessee shall, within thirty (30) days of the expiration, termination or cancellation of this Agreement, or such other reasonable period agreed upon by the parties as weather conditions permit, remove all of its Equipment, vacate the Leased Premises, return all keys to Lessor, and restore the Leased Premises and any other Site disturbances to the condition in which they existed prior to Lessee's occupancy. If Lessee fails to do so by the required removal date, Lessor shall take possession of any of Lessee's Equipment remaining on or within the Site. If Lessee requires additional time to remove its Equipment, Lessee shall submit a request in writing to Lessor within thirty (30) days after expiration, termination or cancellation of this Agreement. Failure to do so shall result in forfeiture to Lessor of any of Lessee's personal property remaining on or within the Site.
- (B) Any holding over after the expiration or termination of this Agreement or any renewal thereof, with the written consent of Lessor, and provided that Lessee is in compliance with all terms and conditions of this Agreement, shall be deemed a tenancy from month to month; provided, however, that to avoid operation of the provisions of paragraph 21 above, Lessee must continue to make timely rental payments to Lessor pursuant to the provisions of paragraph 4 above, and otherwise continue to comply with all the terms and conditions set forth in this Agreement.

23. **Binding Effect and Priority of Lease**

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Lessor and Lessee and shall constitute covenants running with the land. Should there be any additional agreements between the parties, or between one of the parties and any third party, involving this Agreement or the Leased Premises, and the provisions of any such agreement are in conflict with this Agreement, the terms of this Agreement shall prevail, unless a modification of any provision of this Agreement is made in writing executed by the parties and approved by the Secretary.

24. **Validity**

This Agreement, and any modification or amendment hereto, shall not be valid or binding upon either party until approved by the Secretary. Approval of any proposed modification or amendment to this Agreement may not be considered by the Lessor or the Secretary unless the Agreement is in good standing.

25. **Approval by Lessor and/or Secretary**

Whenever a provision of this Agreement requires the acceptance, consent or approval of the Lessor and/or the Secretary, such acceptance, consent or approval shall not be unreasonably withheld, conditioned or delayed.

26. **Severability**

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

27. **Character of Property**

Nothing in this Agreement is intended to, nor shall it be deemed to, operate to change the nature or character of the Site or the Leased Premises, which is Tribal trust land, to non-Indian fee land, or to limit the jurisdiction or regulatory authority of the Santa Rosa Band of Cahuilla Indians with respect to the Site, the Leased Premises, or any activities taking place thereon.

28. **Sovereign Immunity**

Nothing in this Agreement is intended to, nor shall it be deemed or construed to, constitute a waiver of the immunity of the Santa Rosa Band of Cahuilla Indians, a sovereign Indian Nation, from unconsented suit, and such sovereign immunity is and shall remain inviolable.

29. **Termination of Federal Trust**

Nothing contained in this Agreement shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the Site or Leased Premises by the issuance of a fee patent or otherwise during any term of this Agreement; however, such termination shall not serve to abrogate the Agreement. The owners of the land and the Lessee shall be notified of any such change in the status of the land.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

LESSOR:
SANTA ROSA BAND OF CAHUILLA INDIANS

By: John Marcus

Dated: 5-25-12

Title: Tribal Chair
[Notary acknowledgment attached.]

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

By: _____
John Tavaglione
Chairman, Board of Supervisors

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On May 25th, 2012 before me, Marcie Russell, Notary Public,
(Here insert name and title of the officer)

personally appeared John Marcus

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Marcie Russell
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Business Lease Agreement
(Title or description of attached document)
County of Riverside
(Title or description of attached document continued)
 Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

LIST OF ATTACHMENTS

Attachment 1	Site and Access Survey
Attachment 2	Enlarged Site Plan
Attachment 3	Elevations of Lessee's Proposed Initial Installations on the Leased Premises
Attachment 4	Rental Schedule

ATTACHMENT 1
TO BUSINESS LEASE AGREEMENT
SITE AND ACCESS SURVEY



MOTOROLA INC.
6489 SERRANO DR
SAN DIEGO, CA 92121



PSECO
PACIFIC SOUTHERN ENERGY COMPANY
7195 ALEXANDRO BLVD, STE. A
RIVERSIDE, CA 92508



PLANS PREPARED BY:
TELESPRINT
18400 PULVER MILL RD, SUITE 100
SAN DIEGO, CA 92128
TEL: 619-594-3300 FAX: 619-594-3307

PROJECT INFORMATION

TORO PEAK COMMUNICATION SITE
Riverside County

NO.	DATE	DESCRIPTION
1	1/2/11	GRID CORRECTIONS LS
2	6/2/11	SPM CORRECTIONS LS
3	11/14/11	LEASE AREA TO 20' BOUNDARY LS
4		
5		
6		
7		
8		

CONSULTANT:
ELSIE SURVEYING CORP.
1000 W. BROADWAY, SUITE 100
SAN ANTONIO, TEXAS 78207
TEL: 214-343-1111 FAX: 214-343-1112

NOTES

SHEET TITLE
SITE AND ACCESS SURVEY

SHEET NUMBER
LS-1
SHEET 1 OF 1



SURVEYOR'S STATEMENT:
I, THE UNDERSIGNED, BEING A LICENSED PROFESSIONAL LAND SURVEYOR, ACT AT THE REQUEST OF THE COUNTY OF RIVERSIDE IN REPLY OF 2011.

DATE: 12/17/11

DEFINITION:
THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 1/10000 FEET. THE DISTANCE BETWEEN POINTS IS ACCURATE TO WITHIN +/- 3 FEET VERTICALLY, THE HORIZONTAL DATUM OF (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83). THE HORIZONTAL DATUM OF (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NEAREST MANUBRETH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

COUNTY OF RIVERSIDE, ACCESS EASEMENT, LEGAL DESCRIPTION:
AN EASEMENT 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T7S, R5E, S8M IN RIVERSIDE COUNTY, STATE OF CALIFORNIA;
COMMENCING AT THE NORTHWEST CORNER OF SECTION 34, T7S, R5E;
THENCE N 89°50'44" E ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 2628.25' MORE OR LESS TO THE NORTH 1/4 CORNER OF SAID SECTION;
THENCE S 12°42'32" W A DISTANCE OF 50.00' FEET;
THENCE S 34°21'15" E A DISTANCE OF 143.00' FEET;
THENCE S 68°34'40" E A DISTANCE OF 180.97' FEET; TO THE TRUE POINT OF BEGINNING;

THENCE N 82°24'25" W A DISTANCE OF 45.08' FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 100.00' FEET AND A CENTRAL ANGLE OF 85°34'48";
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 116.20' FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 100.00' FEET AND A CENTRAL ANGLE OF 31°49'25";
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.54' FEET;
THENCE N 34°21'15" W A DISTANCE OF 68.97' FEET AND THE POINT OF TERMINATION.

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE IN THE TEMPORARY STAGING AREA AND/OR THE LEASE AREA SHOWN HERE ON.

BENCH MARK:
CALTRANS NETWORK, MARK BB, GPS DERIVED - GRID 2003
APPROXIMATELY 14' N.W. OF 41.07' D.B.

GEODESIC COORDINATES AT PROPOSED TOWER CENTER (APPROXIMATE):
NAD 83 ELEVATION: 21540.03
Easting: 650951.60
Upr: 337234.09
Dist: 8675.8 FEET A.M.S.L.

COUNTY OF RIVERSIDE, LEASE AREA, LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T7S, R5E, S8M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SEC. 36, T7S, R5E, THENCE S89°50'44" E ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2628.25' MORE OR LESS TO THE NORTH 1/4 CORNER OF SAID SECTION;
THENCE S 12°42'32" W A DISTANCE OF 1905.30' TO THE TRUE POINT OF BEGINNING;
THENCE S34°21'15" E A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES S55°28'45" W A DISTANCE OF 58.50';
THENCE AT RIGHT ANGLES N43°21'15" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N55°28'45" E A DISTANCE OF 58.50' TO THE TRUE POINT OF BEGINNING.

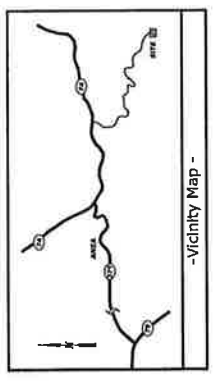
PROPOSED TOWER CENTER AT PROPOSED TOWER CENTER (APPROXIMATE):
NAD 83 ELEVATION: 21540.03
Easting: 650951.60
Upr: 337234.09
Dist: 8675.8 FEET A.M.S.L.

COUNTY OF RIVERSIDE, STAGING AREA, LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T7S, R5E, S8M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SEC. 36, T7S, R5E, THENCE S89°50'44" E ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2628.25' MORE OR LESS TO THE NORTH 1/4 CORNER OF SAID SECTION;
THENCE S 12°42'32" W A DISTANCE OF 1905.30';
THENCE S34°21'15" E A DISTANCE OF 50.00';
THENCE S89°54'40" E A DISTANCE OF 143.00';
THENCE S11°35'7" E A DISTANCE OF 100.00';
THENCE AT RIGHT ANGLES S21°49'25" W A DISTANCE OF 220.00';
THENCE AT RIGHT ANGLES N68°11'55" W A DISTANCE OF 100.00';
THENCE AT RIGHT ANGLES N21°49'25" E A DISTANCE OF 220.00'; TO THE TRUE POINT OF BEGINNING.

TITLE REPORT
PREPARED BY NONE PROVIDED
DATE: 12/17/11

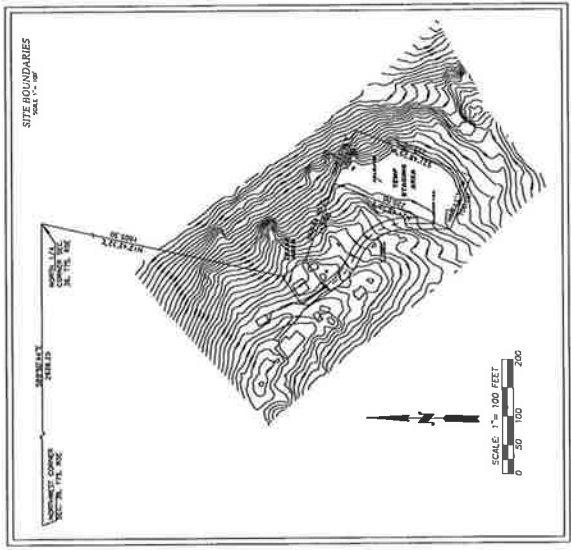
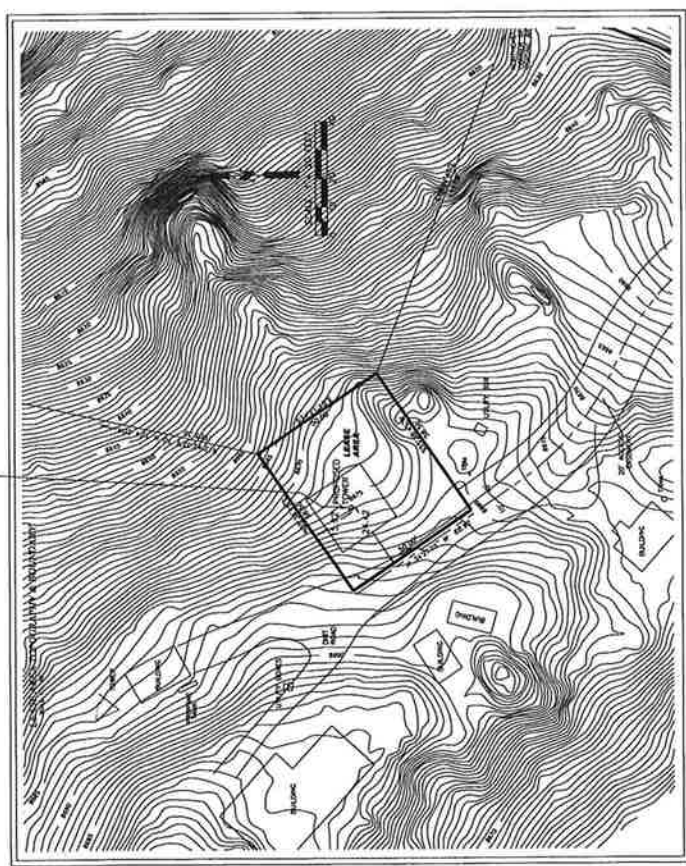
ASSASSOR'S PANEL NUMBER
APN: 038-350-007

BASIS OF BEARINGS:
BASIS OF BEARINGS SHOWN HEREON IS BASED UPON THE STATE PLANE COORDINATE SYSTEM OF CALIFORNIA, ZONE 10N, WITH THE MERIDIAN BEING 118°25'04" W ALONG THE NORTH LINE OF SECTION 36, T7S, R5E, S8M



COUNTY OF RIVERSIDE, STAGING AREA, LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T7S, R5E, S8M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SEC. 36, T7S, R5E, THENCE S89°50'44" E ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2628.25' MORE OR LESS TO THE NORTH 1/4 CORNER OF SAID SECTION;
THENCE S 12°42'32" W A DISTANCE OF 1905.30';
THENCE S34°21'15" E A DISTANCE OF 50.00';
THENCE S89°54'40" E A DISTANCE OF 143.00';
THENCE S11°35'7" E A DISTANCE OF 100.00';
THENCE AT RIGHT ANGLES S21°49'25" W A DISTANCE OF 220.00';
THENCE AT RIGHT ANGLES N68°11'55" W A DISTANCE OF 100.00';
THENCE AT RIGHT ANGLES N21°49'25" E A DISTANCE OF 220.00'; TO THE TRUE POINT OF BEGINNING.

PROPOSED TOWER CENTER AT PROPOSED TOWER CENTER (APPROXIMATE):
NAD 83 ELEVATION: 21540.03
Easting: 650951.60
Upr: 337234.09
Dist: 8675.8 FEET A.M.S.L.



ATTACHMENT 2
TO BUSINESS LEASE AGREEMENT

ENLARGED SITE PLAN

MOTOROLA INC.
 6450 SERRAVALLO DR
 SAN DIEGO, CA 92121



7195 ALEXANDRO BLVD STE A
 RIVERSIDE, CA 92506



PLANS PREPARED BY
 PROJECT INFORMATION

COUNTY OF RIVERSIDE
TORO PEAK B MC3604

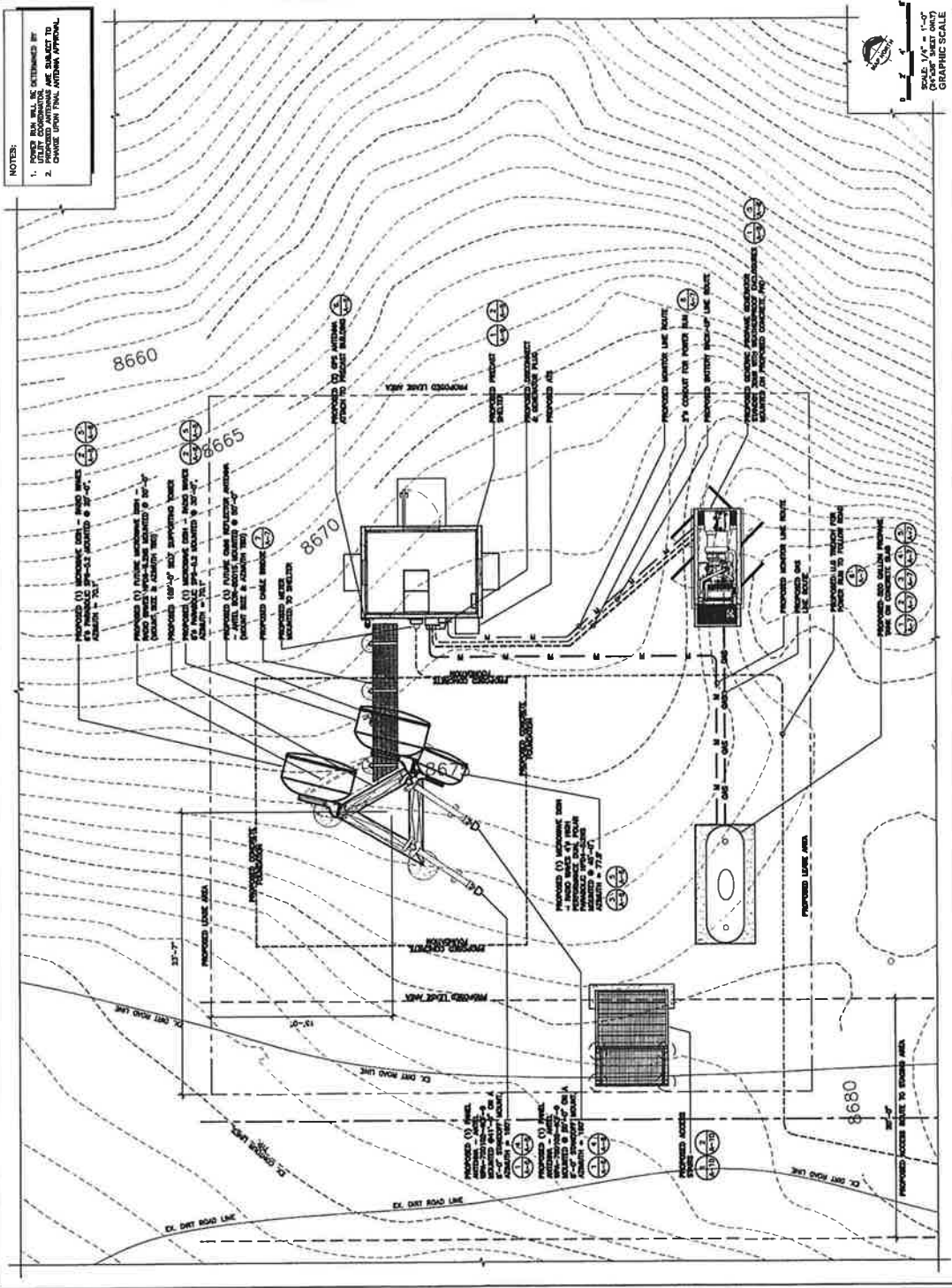
NO.	DATE	DESCRIPTION	BY
1	09/20/10	PRELIMINARY CD	SC
2	01/08/11	COUNTY COMMENTS	SC
3	01/28/11	MOTO COMMENTS	SC
4	06/14/11	REVISED EQUIP. WITH SHELTER	E.A.
5	08/21/11	CLIENT COMMENTS	E.A.
6	10/13/11	CLIENT COMMENTS	E.A.
7	10/25/11	COUNTY COMMENTS	BL

CALIFORNIA PE WET STAMP TO FOLLOW UPON APPROVAL

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

NOTES:
 1. ELEVATIONS SHALL BE DETERMINED BY THE UTILITY COORDINATOR.
 2. CHANGE FROM FINAL APPROVAL REQUIRED.



1

ENLARGED SITE PLAN

ATTACHMENT 3
TO BUSINESS LEASE AGREEMENT

ELEVATIONS OF
LESSEE'S PROPOSED INITIAL
INSTALLATIONS
ON THE LEASED PREMISES



PLANS PREPARED BY

COUNTY OF RIVERSIDE

TORO PEAK B MC3604

PROJECT INFORMATION

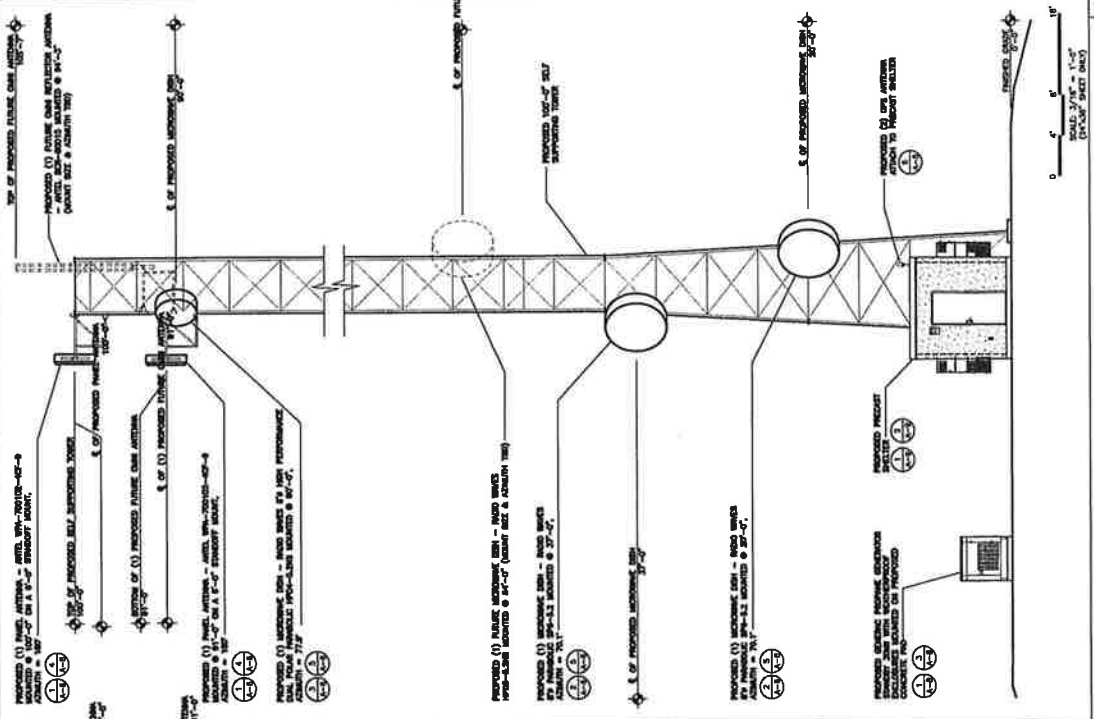
1748 CALIFORNIA STREET, CHANDLER, CA 94706
VOICED PRODUCTIONS, INC. (P) 425-765-7225

NO.	DATE	DESCRIPTION	BY
1	09/29/10	PRELIMINARY CD	SC
2	01/06/11	COUNTY COMMENTS	SC
3	01/28/11	MOTO COMMENTS	SC
4	02/14/11	REVISED EQUIP. WITH SHELTER	E.A.
5	02/21/11	CLIENT COMMENTS	E.A.
6	10/13/11	CLIENT COMMENTS	E.A.
7	10/25/11	COUNTY COMMENTS	RL

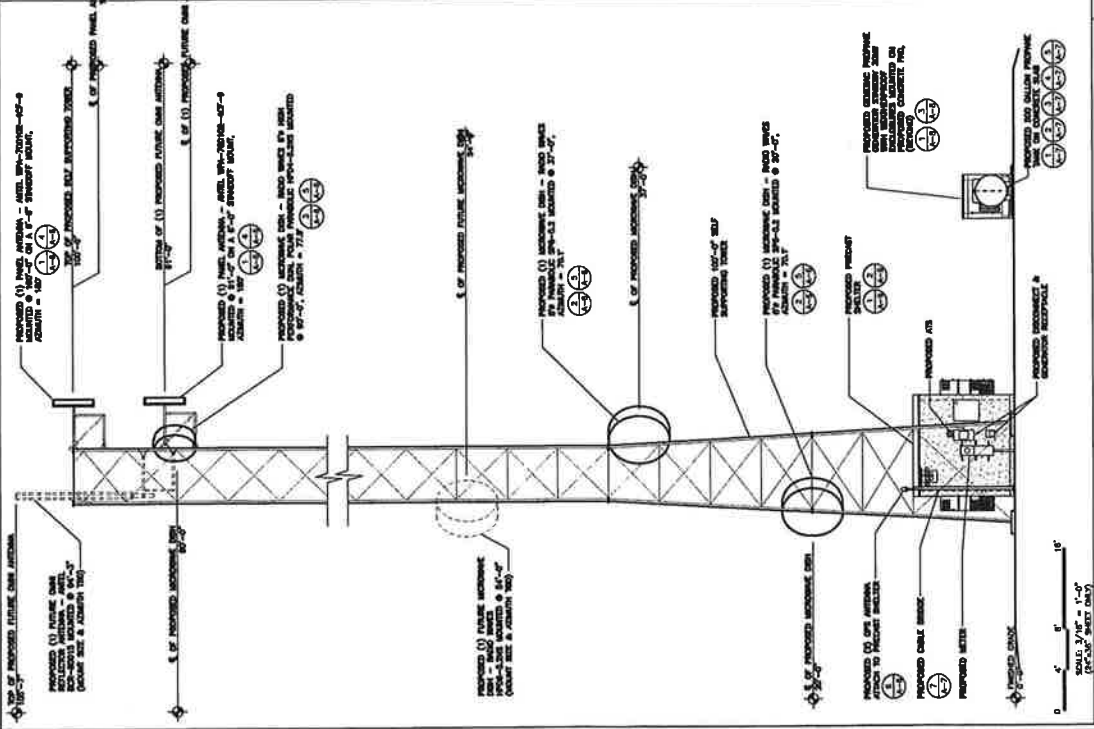
CALIFORNIA PE
WET STAMP TO
FOLLOW UPON
APPROVAL

SHEET TITLE
**EAST & WEST
ELEVATIONS**

SHEET NUMBER
A-5



1 EAST ELEVATION



2 WEST ELEVATION

ATTACHMENT 4
TO BUSINESS LEASE AGREEMENT

RENTAL SCHEDULE

ATTACHMENT 4

RENTAL SCHEDULE FOR INITIAL TERM OF AGREEMENT

ANNUAL ESCALATION: 3.0% OVER RENT IN PREVIOUS YEAR

<u>Year</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>	<u>Annual Fuel Surcharge</u>
1	\$ 24,000.00	\$ 6,000.00	TBD
2	\$ 24,720.00	\$ 6,180.00	TBD
3	\$ 25,461.60	\$ 6,365.40	TBD
4	\$ 26,225.45	\$ 6,556.36	TBD
5	\$ 27,012.21	\$ 6,753.05	TBD
6	\$ 27,822.58	\$ 6,955.65	TBD
7	\$ 28,657.26	\$ 7,164.32	TBD
8	\$ 29,518.00	\$ 7,379.24	TBD
9	\$ 30,402.48	\$ 7,600.64	TBD
10	\$ 31,314.56	\$ 7,828.64	TBD
11	\$ 32,254.00	\$ 8,063.50	TBD
12	\$ 33,221.62	\$ 8,305.41	TBD
13	\$ 34,218.27	\$ 8,554.57	TBD
14	\$ 35,244.82	\$ 8,811.21	TBD
15	\$ 36,302.16	\$ 9,075.54	TBD
16	\$ 37,391.22	\$ 9,347.81	TBD
17	\$ 38,512.96	\$ 9,628.24	TBD
18	\$ 39,688.35	\$ 9,917.09	TBD
19	\$ 40,858.40	\$ 10,214.60	TBD
20	\$ 42,084.15	\$ 10,521.04	TBD
21	\$ 43,346.67	\$ 10,836.67	TBD
22	\$ 44,647.07	\$ 11,161.77	TBD
23	\$ 45,986.49	\$ 11,496.62	TBD
24	\$ 47,366.08	\$ 11,841.52	TBD
25	\$ 48,787.06	\$ 12,196.77	TBD