

967



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

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
November 18, 2009

**SUBJECT:** Public Safety Enterprise Communications Project Ground Lease, Cajalco site

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

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

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

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$12,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10

<b>SOURCE OF FUNDS:</b> PSEC Budget	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: February 23, 2010  
 xc: EDA, Auditor, PSEC

Kecia Harper-Ihem  
 Clerk of the Board  
 BY:   
 Deputy

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

**District:** 2

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.27

FISCAL PROCEEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY:   
 SAMUEL WONG  
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
 BY:   
 CYNTHIA M. GUNZEL  
 DATE: 1-12-10  
 Departmental Concurrence

Policy  Policy   
 Consent  Consent   
 Dept's Recomm.:  
 Per Exec. Ofc.:

(Continued)

**BACKGROUND:**

The Public Safety Enterprise Communications (PSEC) project utilizes long term ground leases in those situations where the site owner will not sell the small land parcel required for the wireless communication site. The proposed Lease provides wireless communication coverage to the South Corona/I-15 area. 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 Ground Lease is summarized below:

Location:	Located on a portion of Assessor's Parcel Number 278-150-005
Lessor:	Metropolitan Water District
Size:	Approximately 10,000 square feet each
Term:	Five years commencing January 1, 2010, with four options to extend and runs for 25 years
Rent:	Base rent \$1,500 per month; \$1,500 annual road maintenance fee; one time administrative charge of \$1,500
Rent Adjustments:	3% annual increase in base rent
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. The Economic Development Agency (EDA) will front the utility costs for this lease in FY 2009/2010. RCIT will reimburse EDA for all associated lease costs. Any necessary budget adjustments will come under separate cover to the Board.

1 COMMUNICATIONS SITE LEASE  
2 CAJALCO SITE

R.L. 3047

3 Lower Feeder and Eagle Valley Property  
4 MWD Parcel Nos. 140-1-1 & 1a; 1000-1-4,  
5 5A & 6A; 1000-2-1A & 1B; 1000-3-1;  
6 1000-4-3 & 5; EAGLE 1-01-090 & 100 (Ptns.)  
7 APN's 278-140-007; 278-150-004 & 005;  
8 278-200-001, 004, 009 & 010; 278-210-026

9 GPS Coordinates: Latitude 33°50'11.9"; Longitude 117° 29'34.3"

10 This Lease is made this 23<sup>rd</sup> day of FEB, 2010 by and between the **METROPOLITAN WATER**  
11 **DISTRICT OF SOUTHERN CALIFORNIA**, a California Public Corporation (hereinafter "Lessor" or  
12 "MWD"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter  
13 "Lessee" or "COUNTY").

14 RECITALS

15 A. WHEREAS, MWD is the owner of that certain real property ("Property") situated in the County of  
16 Riverside, State of California, identified as Assessor's Parcel Number 278-150-005, and commonly referred to as  
17 a portion of MWD's Eagle Valley West property; and

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

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

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

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

2. Premises. Subject to the following terms and conditions, MWD hereby leases to COUNTY that  
certain ground space on the Property designated as a portion of MWD's Fee Parcel EAGLE 1-1-100, said portion  
being described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter "the  
Premises"). MWD shall grant and COUNTY shall enjoy an exclusive right to the Premises, a non-exclusive  
easement for access and utilities purposes and a temporary construction easement as set forth in Exhibit "B",  
attached hereto and incorporated herein by this reference. COUNTY shall be responsible for obtaining from third  
parties any and all easements, licenses, or other rights of way necessary for access to the Premises and for any  
related use contemplated by this Lease on real property interests not owned by MWD.

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

1 4. Rent. COUNTY shall pay rent in the amount of one-thousand five hundred dollars per month  
2 (\$1,500) per month to MWD. Rent for the entire initial Term may be prepaid to MWD upon commencement of  
3 the Term of this Lease, except that, in the event of early termination pursuant to Section 13, the unearned prorated  
4 portion of the prepaid rent shall be reimbursed to COUNTY. In the event COUNTY elects to pay monthly,  
5 payments shall be due on the first day of each month beginning January 1, 2010. On January 1<sup>st</sup> of each  
6 successive year of occupancy, the rent shall be increased by three percent (3%).

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

8 Metropolitan Water District of Southern California  
9 Attn: Treasurer re: R.L. 3047  
10 P.O. Box 54153  
11 Los Angeles, CA 90054-0153

12 In addition to the rent amount set forth above, COUNTY shall pay to MWD an annual Road Maintenance fee of  
13 \$1,500 and a one-time Lease processing fee of \$1,500.

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

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

29 6. Relocation Right. This Lease is subject to MWD's Paramount Right ("Paramount Right") to use the  
30 Property for the purposes for which it was acquired. MWD is a public utility and acquired the Property for  
31 drinking water conveyance purposes. MWD reserves the right to use the Property, including the Premises, for  
32 any and all future uses necessary for MWD's water conveyance purposes, including, but not limited to  
33 maintenance, repair, and replacement of any existing facilities, and/or installation of additional subsurface and  
34 surface infrastructure ("Paramount Right"). MWD will provide the COUNTY with advance written notice prior  
35 to exercising their Paramount Right. MWD is not responsible for repair or replacement of COUNTY's  
36 improvements in the event MWD exercises its Paramount Right. MWD has reviewed the proposed site and has  
37 determined that this Lease is a compatible secondary-use at this time.

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

1 feasibility of the proposed Relocation Property, and complete relocation of all COUNTY-owned improvements  
2 on the Premises.

3 7. Utility Charges. COUNTY shall obtain a separate electric meter and shall pay, or cause to be paid, all  
4 charges for power, heat, air-conditioning, or other services used, rented or supplied to COUNTY in connection  
5 with its use of the Premises. MWD shall grant any necessary utility easement across the Property. County shall  
6 be responsible for obtaining any utility easements required for its operation over property not owned by MWD.  
7 COUNTY shall clear brush and maintain the site in conformance with Riverside County code requirements.

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

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

19 Any subsequent alterations, improvements or installation of fixtures shall not require prior written  
20 consent of MWD, however written notice of such improvement or upgrade shall be provided to MWD prior to  
21 commencement of construction, and any such improvement or upgrade shall comply with Section 16 herein. All  
22 alterations and improvements made and fixtures installed by COUNTY shall remain COUNTY's property and  
23 may be removed by COUNTY at or prior to the expiration or termination of this Lease. In the event that  
24 COUNTY elects to remove all of its improvements upon expiration or termination of this Lease, COUNTY shall  
25 restore the Premises to a condition as near as reasonably possible to that existing prior to COUNTY'S occupancy.  
26 In the event that COUNTY desires to leave some or all its improvements on the Premises upon expiration or  
27 termination of this Lease, MWD may accept the improvements from the COUNTY or may request that COUNTY  
28 remove some or all its improvements, at COUNTY's costs, pursuant to the terms herein. If COUNTY desires to  
leave any improvements, COUNTY would identify those specific improvements to MWD.

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

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

9 10. Insurance. COUNTY is a local government entity created under the laws of the State of California,  
10 and shall have the right to self-insure with respect to any insurance requirements for this Lease. COUNTY shall  
11 maintain its self-insurance program in full force during the Term and any Extended Term of this Lease, and shall  
12 provide evidence of such self-insurance prior to execution of this Agreement.

13 11. Acknowledgement of Prior Rights. COUNTY acknowledges that certain Wireless Communication  
14 Premises Master Lease, dated December 27, 2001, as amended (the "Crown Castle Lease"), by and between  
15 MWD and Mountain Union Telecom of California, LLC, as predecessor-in-interest to Crown Castle International,  
16 a Delaware limited liability company, ("Crown Castle") as lessee, under the terms of which Crown Castle is  
17 granted the right to use certain space on the Property.

18 12. Indemnity. In addition to the obligations set forth in this Lease, Lessee hereby agrees to indemnify  
19 and defend MWD and its directors, officers, employees and agents against any liability and expense, including the  
20 reasonable expense of legal representation whether by special counsel or by staff attorneys, resulting from any  
21 COUNTY use of the Property and/or any COUNTY actions which directly or indirectly cause MWD to be in  
22 breach of the Crown Castle Lease, including, but not limited to, suit by Crown Castle alleging breach by MWD of  
23 the Crown Castle Lease, which may arise out of COUNTY's use of the Property or Premises.

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

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

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

16. Interference. COUNTY shall operate the Premises in compliance with all Federal Communications  
Commission ("FCC") requirements and in a manner that will not cause measurable radio interference to MWD or  
other lessees or licensees. If requested by MWD, prior to installing or allowing any equipment to be installed on  
the Premises or making any changes, modifications or alterations to existing equipment, COUNTY, at its  
expense, will have an inter-modulation study performed and certified by an independent licensed professional

1 engineer showing that its equipment will not unreasonably interfere with neighboring telecommunications towers  
2 and/or existing communications. A copy of the final report resulting from such study, should one be prepared,  
shall be provided to MWD at the address set forth in Section 19.

3 17. Access.

- 4 a. Subject to obtaining MWD's initial security clearance, COUNTY, COUNTY's authorized  
5 contractors, and/or COUNTY's subtenants shall have unlimited access to the Property twenty-  
6 four hours a day, 365 days per year, for the purpose of performing preliminary studies, as well  
as operating, installing, maintaining or repairing of COUNTY or subtenant Facilities located  
thereon.
- 7 b. MWD shall have access to inspect Leased Premises and COUNTY's Facilities at all times.
- 8 c. MWD shall provide COUNTY lock codes and/or two sets of keys for COUNTY's access to the  
9 Property or with the right to place COUNTY's lock on its access gates. COUNTY shall protect  
10 the keys and lock codes from unauthorized use and shall return the keys and lock codes to MWD  
11 upon expiration or early termination of this Lease with respect to such Property. If access to any  
12 COUNTY Facilities is restricted by means of a lock, COUNTY shall provide the keys and/or  
lock codes to MWD subject to the same obligations imposed on COUNTY by MWD. MWD  
will at all times during the term of this Agreement provide COUNTY with the name and  
telephone number of the person(s), if any, responsible for giving COUNTY access to the  
Property.
- 13 d. In the event that COUNTY requires an Authorized Person(s) to enter the Property and such  
14 Authorized Person(s) is not in possession of COUNTY's lock codes or keys, MWD shall provide  
access to the Authorized Person(s) by pre-arrangement with COUNTY.

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

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

21 **Lessee:**

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

21 **Lessor:**

Metropolitan Water District  
P.O. Box 54153  
Los Angeles, CA 90054-0153  
Telecopy: (213) 217-7374  
Attn: Real Property Development and  
24 Management re: R.L. 3047

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

27 21. Successors and Assigns. Neither COUNTY nor MWD shall have the right to assign its interest in and  
to this Lease, nor shall COUNTY have the right to sublet any portion of the Premises, without the prior written  
28 consent of MWD, which consent will not be unreasonably withheld, conditioned or delayed. The terms and



1 conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators,  
2 representatives and assigns of all of the parties hereto.

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

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

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

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

25 26. Attorneys' Fees. In the event of any litigation or arbitration between MWD and COUNTY to enforce  
26 any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or  
27 arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees,  
28 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.

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

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

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

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




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

3 Dated: 4/21/10

4 **METROPOLITAN WATER DISTRICT**  
5 **OF SOUTHERN CALIFORNIA**  
6 Jeffrey Kightlinger  
7 General Manager

8 By:   
9 Jill T. Wicke, Assistant Group Manager  
10 Real Property Development and  
11 Management Group


12 **APPROVED AS TO FORM:**  
13 Karen L. Tachiki  
14 General Counsel

15 By:   
16 Sr. Deputy General Counsel

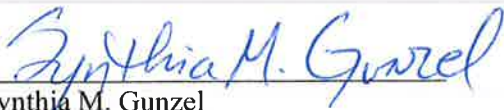
17 **ATTEST:**  
18 Kecia Harper-Ihem  
19 Clerk of the Board

20 By: 

21 **COUNTY OF RIVERSIDE**

22 By:   
23 Marion Ashley, Chairman  
24 Board of Supervisors

25 **APPROVED AS TO FORM:**  
26 Pamela J. Walls  
27 County Counsel

28 By:   
29 Synthia M. Gunzel  
30 Deputy County Counsel

**Exhibit "A"**  
Legal Description  
Cajalco B Communication Site

All that portion of the Northeast ¼ of Section 10, Township 4 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, described as follows:

**Commencing** at the Southwest corner of said Northeast ¼ of Section 10 as shown on Record of Survey filed in Book 123, pages 58-68 inclusive, in the Office of the County Recorder of said County;

**thence** South 89°08'14" East along the South line of said Northeast ¼ of Section 10, a distance of 88.29 feet to a point on the Northwesterly right-of-way line of the 150' wide Metropolitan Water District Lower Feeder, as shown on said Record of Survey;

**thence** North 55°18'04" East, along said Northwesterly right-of-way line, a distance of 72.32 feet;

**thence** North 9°42'05" East, a distance of 125.00 feet;

**thence** North 80°17'55" West, a distance of 10.00 feet to the **True Point of Beginning**;

**thence** South 9°42'05" West a distance of 100.00 feet;

**thence** North 80°17'55" West, a distance of 100.00 feet;

**thence** North 9°42'05" East, a distance of 100.00 feet;

**thence** South 80°17'55" East, a distance of 100.00 feet to the **True Point of Beginning**.

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

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

Prepared by:

Steve A. Leja – PLS 5933  
Expires 12/31/2010

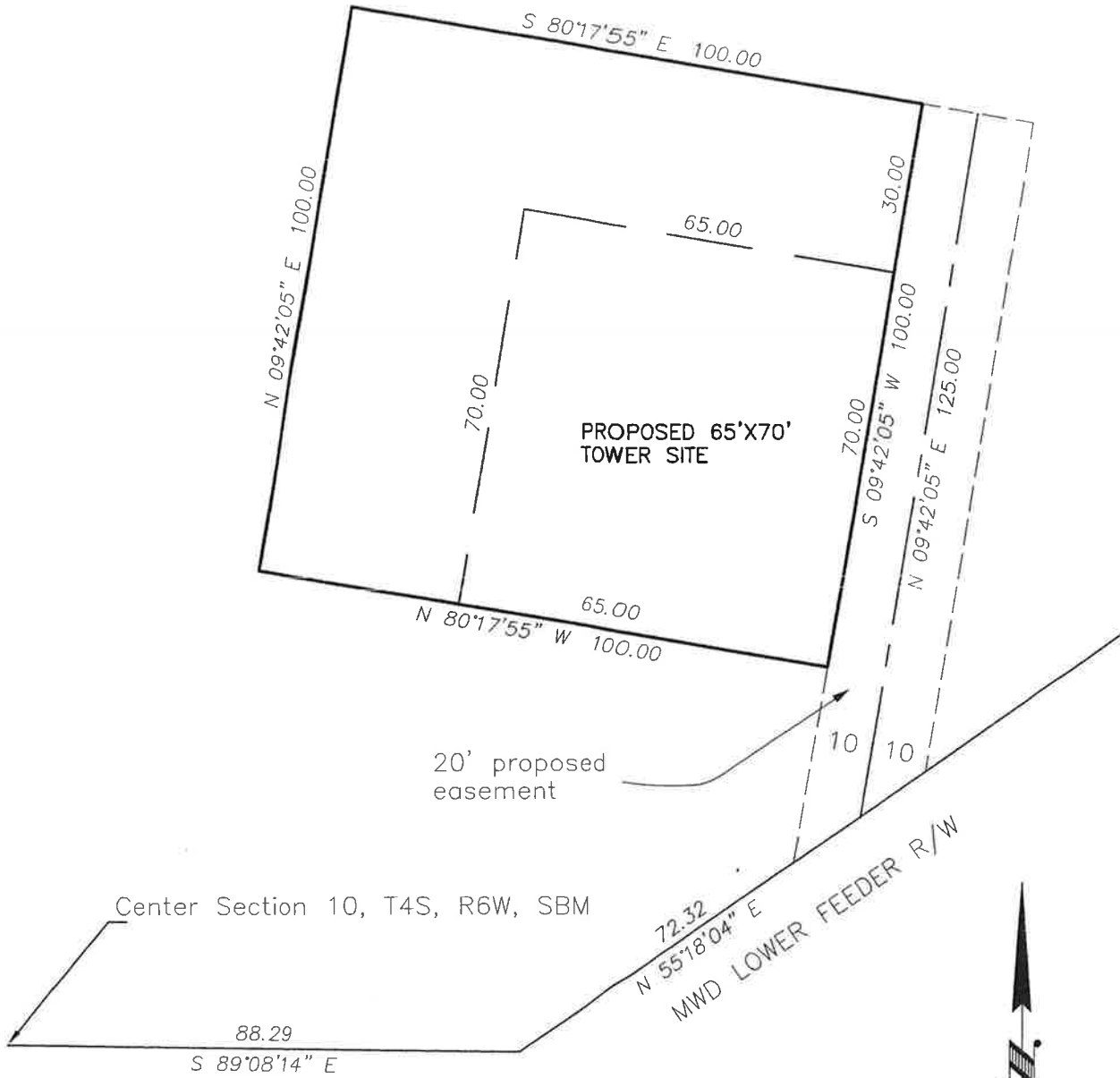
**Leja Surveying Corp**



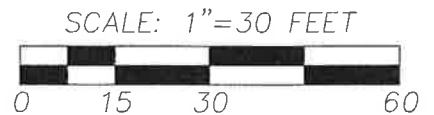
30 Nov. 09

**EXHIBIT "A"**

**EXHIBIT "B"**  
CAJALCO B SITE



30 Nov. 09



Legal Description  
Cajalco B Communication Site Access Easement

Being a strip of land 20.00 feet in width, within a portion of Northeast ¼ of Section 10, Township 4 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown on Record of Survey filed in Book 123, pages 58-68 inclusive, in the Office of the County Recorder of said County, lying 10.00 feet on each side of the following described centerline:

**Commencing** at the Southwest corner of said Northeast ¼, thence along the Southerly line thereof, South 89°08'14" East, a distance of 88.29 feet to a point on the Northwesterly right-of-way line of the 150' wide Metropolitan Water District Lower Feeder, as shown on said Record of Survey;

**thence** along said Northwesterly right-of-way line, North 55°18'04" East, a distance of 72.32 feet to the **True Point of Beginning**;

**thence** North 9°42'05" East, a distance of 125.00 feet to the **True Point of Termination**.

The sidelines of said strip to be lengthened or shortened to said Northwesterly right-of-way line.

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

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

Prepared by:

Steve A. Leja – PLS 5933  
Expires 12/31/2010

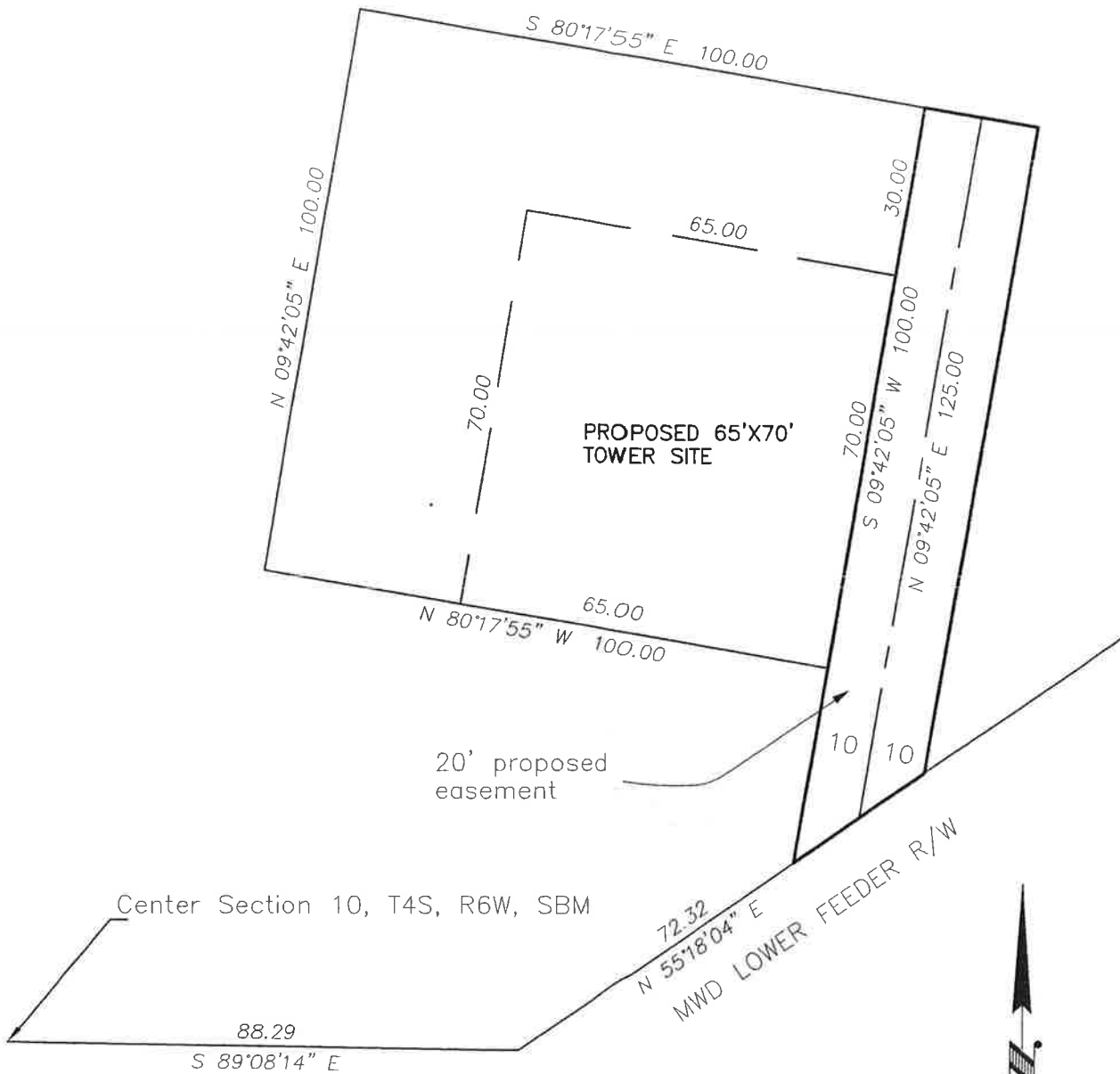
**Leja Surveying Corp**



30 Nov. 09

EXHIBIT "B"

**EXHIBIT "B"**  
**CAJALCO B ACCESS & UTILITY EASEMENT**



Center Section 10, T4S, R6W, SBM



30 Nov-09



SCALE: 1"=30 FEET



EXHIBIT "B"

Legal Description  
Cajalco B Communication Site Access Easement Parcels 2 & 3

Being a strip of land 25.00 feet in width, within a portion of Section 10, Township 4 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown on Record of Survey filed in Book 123, pages 58-68 inclusive, in the Office of the County Recorder of said County, lying 12.50 feet on each side of the following described centerlines:

**Parcel 2**

**Beginning** at the Point of Commencement of the Permanent Road Easement Deed described in Instrument No. 1980-105949 Official Records of said County;

**Thence** along the centerline of said road easement as depicted on Record of Survey recorded in Book 123, pages 58 to 68, records of said County, the following courses;

North 25°31'04" East a distance of 47.57 feet to the beginning of a curve, concave westerly, the radius point of which bears North 64°28'56" West a distance of 140.00 feet;

**Thence** along said curve, through a central angle of 84°29'06", an arc distance of 206.44 feet;

**Thence** North 58°58'02" West a distance of 85.55 feet to the beginning of a curve, concave northeasterly, the radius point of which bears North 31°01'58" East a distance of 225.00 feet;

**Thence** along said curve, through a central angle of 59°00'03", an arc distance of 231.70 feet;

**Thence** North 0°02'01" East a distance of 234.00 feet;

**Thence** leaving said road easement, North 41°26'40" East a distance of 102.82 feet to the beginning of a curve, concave westerly, the radius point of which bears North 48°33'19" West a distance of 125.00 feet;

**Thence** along said curve, through a central angle of 45°11'34", an arc distance of 98.60 feet;

**Thence** North 3°44'54" West a distance of 55.97 feet to the beginning of a curve, concave easterly, the radius point of which bears North 86°15'06" East a distance of 100.00 feet;

**Thence** along said curve, through a central angle of 52°10'46", an arc distance of 91.07 feet;

**Thence** North 48°25'52" East a distance of 226.76 feet to an intersection with the Westerly extension of the centerline of a 50' wide road easement shown on said Record of Survey, being the Westerly extension of that course shown as South 78°13'21" West a distance of 184.04 feet;

**Thence** North 78°13'21" East a distance of 68.25 feet to a point on the Southeasterly right of way of the MWD Lower Feeder shown on said Record of Survey, said point being the **Point of Termination** of said line.

The sidelines of said strip to be lengthened or shortened to terminate in the Southerly right of way of said Lower Feeder as shown on Exhibit D, and the Northerly right of way of Eagle

EXHIBIT "B"

Canyon Road, 30.00 feet wide, as described in the Judgment recorded as Instrument No. 1995-193794 Official Records of said County.

**Parcel 3**

**Beginning** at the point of intersection of the 50' wide road easement and the Southerly right of way of said Lower Feeder, said intersection being the Northerly terminus of the course shown as North 18°46'21" East a distance of 159.11 feet, said point being the beginning of a curve, concave southeasterly, the radius point of which bears South 74°26'21" East a distance of 150.00 feet;

**Thence** along said curve, through a central angle of 42°21'46", an arc distance of 110.91 feet;

**Thence** North 57°55'25" East a distance of 248.07 feet to the beginning of a curve, concave northwesterly, the radius point of which bears North 32°04'35" West a distance of 100.00 feet;

**Thence** along said curve, through a central angle of 50°31'52", an arc distance of 88.19 feet;

**Thence** North 7°23'33" East a distance of 107.62 feet to a point on the Northerly right of way of said Lower Feeder, said point lying North 55°18'04" East a distance of 72.32 feet from the intersection of the Northerly right of way of said Lower Feeder and the North line of the Southeast ¼ of Section 10, said point being the **Point of Termination** of said line.

The sidelines of said strip to be lengthened or shortened to terminate in the right of way of said Lower Feeder.

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

All as shown on Exhibit "D" attached hereto and by this reference made a part hereof.

Prepared by:

Steve A. Leja – PLS 5933  
Expires 12/31/2010

**Leja Surveying Corp**



11 Dec 09

EXHIBIT "B"



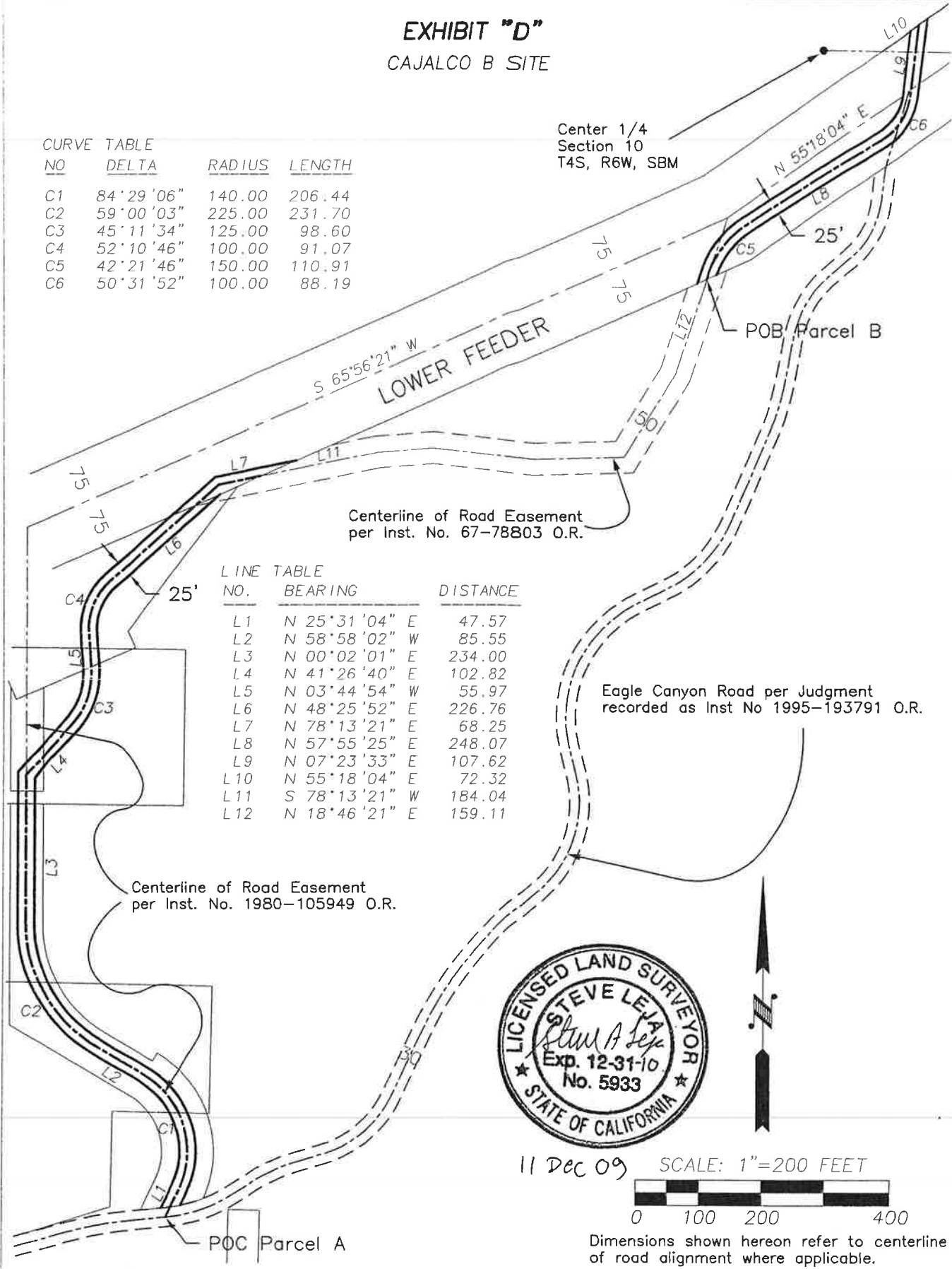
# EXHIBIT "D"

## CAJALCO B SITE

**CURVE TABLE**

NO	DELTA	RADIUS	LENGTH
C1	84°29'06"	140.00	206.44
C2	59°00'03"	225.00	231.70
C3	45°11'34"	125.00	98.60
C4	52°10'46"	100.00	91.07
C5	42°21'46"	150.00	110.91
C6	50°31'52"	100.00	88.19

Center 1/4  
Section 10  
T4S, R6W, SBM



**LINE TABLE**

NO.	BEARING	DISTANCE
L1	N 25°31'04" E	47.57
L2	N 58°58'02" W	85.55
L3	N 00°02'01" E	234.00
L4	N 41°26'40" E	102.82
L5	N 03°44'54" W	55.97
L6	N 48°25'52" E	226.76
L7	N 78°13'21" E	68.25
L8	N 57°55'25" E	248.07
L9	N 07°23'33" E	107.62
L10	N 55°18'04" E	72.32
L11	S 78°13'21" W	184.04
L12	N 18°46'21" E	159.11

Centerline of Road Easement  
per Inst. No. 67-78803 O.R.

Centerline of Road Easement  
per Inst. No. 1980-105949 O.R.

Eagle Canyon Road per Judgment  
recorded as Inst No 1995-193791 O.R.



11 Dec 09

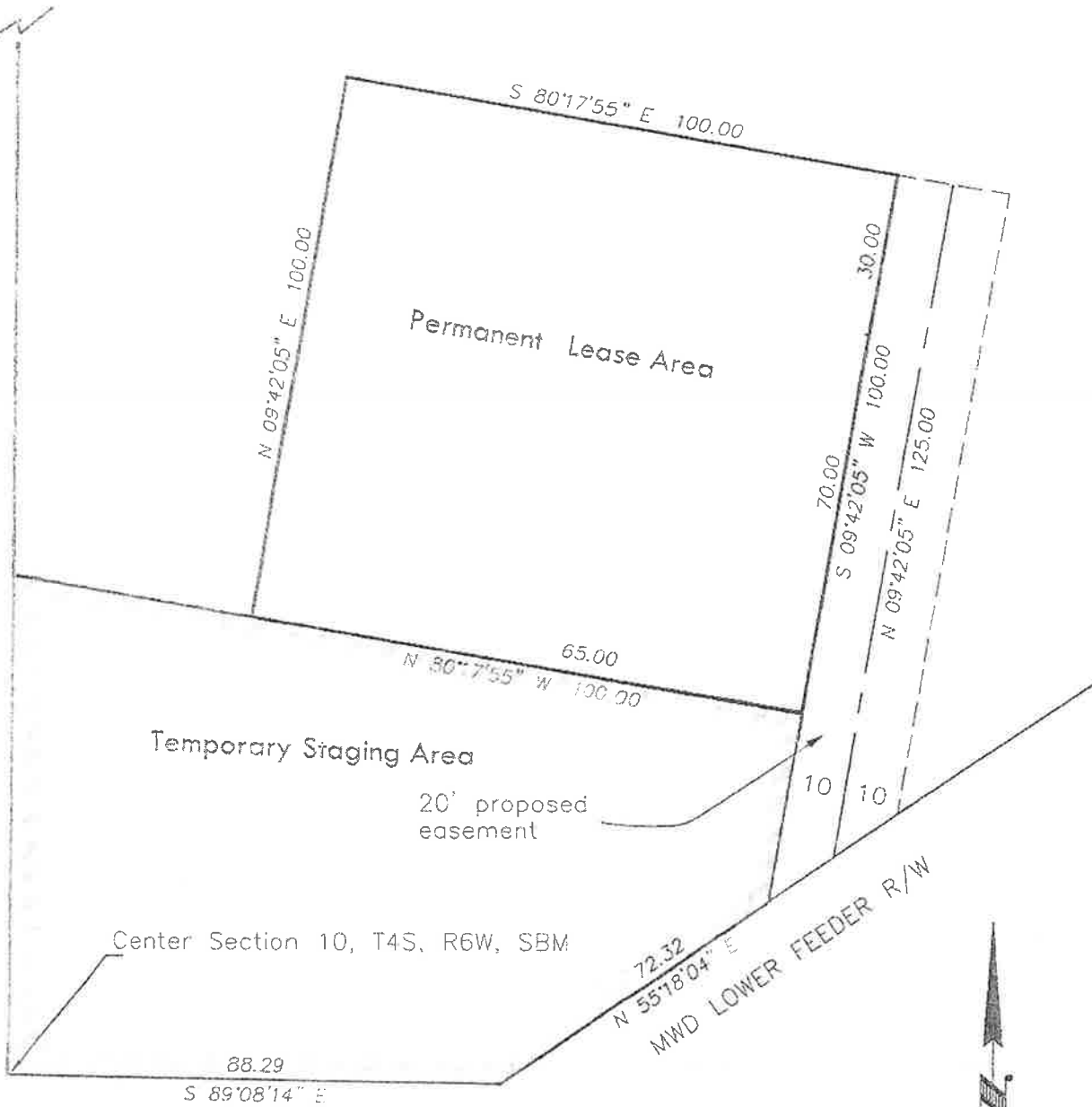
SCALE: 1"=200 FEET



Dimensions shown hereon refer to centerline  
of road alignment where applicable.

EXHIBIT "B"

EXHIBIT "B"  
CAJALCO B SITE



Permanent Lease Area

Temporary Staging Area

20' proposed easement

Center Section 10, T4S, R6W, SBM

MWD LOWER FEEDER R/W



30 Nov. 09

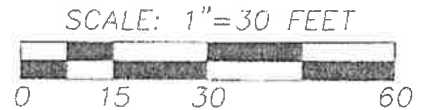


EXHIBIT "B"

**Exhibit "A"**  
Legal Description  
Cajalco B Communication Site

All that portion of the Northeast ¼ of Section 10, Township 4 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, described as follows:

**Commencing** at the Southwest corner of said Northeast ¼ of Section 10 as shown on Record of Survey filed in Book 123, pages 58-68 inclusive, in the Office of the County Recorder of said County;

**thence** South 89°08'14" East along the South line of said Northeast ¼ of Section 10, a distance of 88.29 feet to a point on the Northwesterly right-of-way line of the 150' wide Metropolitan Water District Lower Feeder, as shown on said Record of Survey;

**thence** North 55°18'04" East, along said Northwesterly right-of-way line, a distance of 35.93 feet to the **True Point of Beginning** being the intersection of said Northwesterly right-of-way line of the 150' wide Metropolitan Water District Lower Feeder and the Westerly right-of-way line of a 50' wide road easement per Document number 1986-253466 OR;

**thence** North 79°12'00" West, perpendicular to the centerline of said 50' wide road easement, a distance of 100.00 feet;

**thence** North 10°48'00" East, parallel to the centerline of said 50' wide road easement, a distance of 100.00 feet;

**thence** South 79°12'00" East, perpendicular to the centerline of said 50' wide road easement, a distance of 100.00 feet to a point on the Westerly right-of-way line of said 50' wide road easement;

**thence** South 10°48'00" West, along the Westerly right-of-way line of said 50' wide road easement, a distance of 100.00 feet to the **True Point of Beginning**.

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

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

Prepared by:  
Steve A. Leja – PLS 5933  
Expires 12/31/2010  
Leja Surveying Corp



5 Feb. 2010

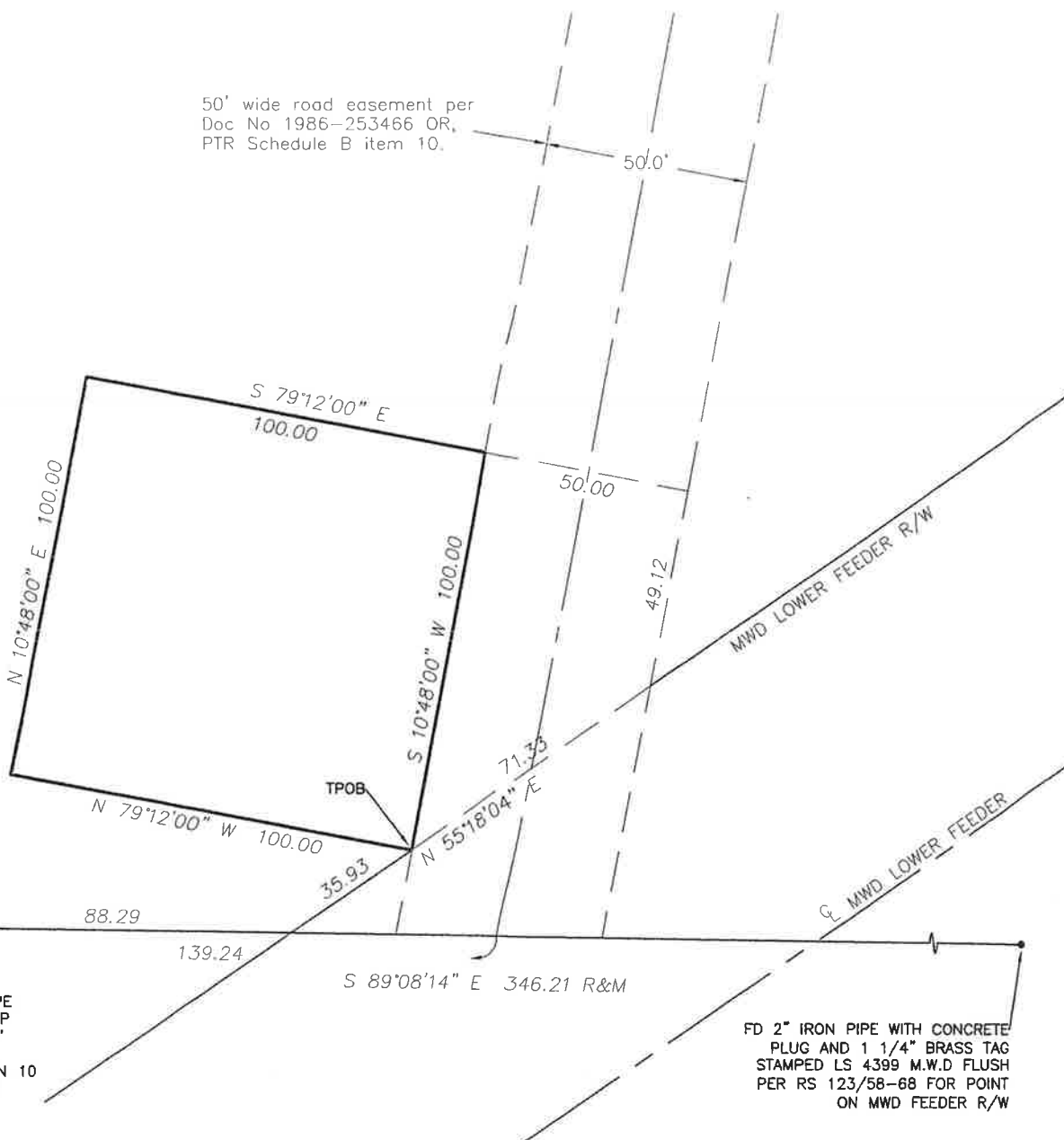
**EXHIBIT "A"**

# EXHIBIT "B"

## CAJALCO B COMMUNICATION SITE



50' wide road easement per  
Doc No 1986-253466 OR,  
PTR Schedule B item 10.



FD 2" IRON PIPE  
WITH BRASS CAP  
LS 4339 UP .2'  
ACCEPTED AS  
CENTER SECTION 10  
T4S, R6W, SBM

FD 2" IRON PIPE WITH CONCRETE  
PLUG AND 1 1/4" BRASS TAG  
STAMPED LS 4399 M.W.D FLUSH  
PER RS 123/58-68 FOR POINT  
ON MWD FEEDER R/W



5 Feb. 2010

SCALE: 1"=40 FEET



EXHIBIT "A"

**Exhibit "C"**  
Legal Description  
Cajalco B Communication Site Access Easement Parcels 2 & 3

Being a strip of land 25.00 feet in width, within a portion of Section 10, Township 4 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown on Record of Survey filed in Book 123, pages 58-68 inclusive, in the Office of the County Recorder of said County, lying 12.50 feet on each side of the following described centerlines:

**Parcel 2**

**Beginning** at the Point of Commencement of the Permanent Road Easement Deed described in Instrument No. 1980-105949 Official Records of said County;

**Thence** along the centerline of said road easement as depicted on Record of Survey recorded in Book 123, pages 58 to 68, records of said County, the following courses;

North 25°31'04" East a distance of 47.57 feet to the beginning of a curve, concave westerly, the radius point of which bears North 64°28'56" West a distance of 140.00 feet;

**Thence** along said curve, through a central angle of 84°29'06", an arc distance of 206.44 feet;

**Thence** North 58°58'02" West a distance of 85.55 feet to the beginning of a curve, concave northeasterly, the radius point of which bears North 31°01'58" East a distance of 225.00 feet;

**Thence** along said curve, through a central angle of 59°00'03", an arc distance of 231.70 feet;

**Thence** North 0°02'01" East a distance of 234.00 feet;

**Thence** leaving said road easement, North 41°26'40" East a distance of 102.82 feet to the beginning of a curve, concave westerly, the radius point of which bears North 48°33'19" West a distance of 125.00 feet;

**Thence** along said curve, through a central angle of 45°11'34", an arc distance of 98.60 feet;

**Thence** North 3°44'54" West a distance of 55.97 feet to the beginning of a curve, concave easterly, the radius point of which bears North 86°15'06" East a distance of 100.00 feet;

**Thence** along said curve, through a central angle of 52°10'46", an arc distance of 91.07 feet;

**Thence** North 48°25'52" East a distance of 226.76 feet to an intersection with the Westerly extension of the centerline of a 50' wide road easement shown on said Record of Survey, being the Westerly extension of that course shown as South 78°13'21" West a distance of 184.04 feet;

**Thence** North 78°13'21" East a distance of 68.25 feet to a point on the Southeasterly right of way of the MWD Lower Feeder shown on said Record of Survey, said point being the **Point of Termination** of said line.

The sidelines of said strip to be lengthened or shortened to terminate in the Southerly right of way of said Lower Feeder as shown on Exhibit D, and the Northerly right of way of Eagle

**EXHIBIT "B"**

Canyon Road, 30.00 feet wide, as described in the Judgment recorded as Instrument No. 1995-193794 Official Records of said County.

**Parcel 3**

**Beginning** at the point of intersection of the 50' wide road easement and the Southerly right of way of said Lower Feeder, said intersection being the Northerly terminus of the course shown as North 18°46'21" East a distance of 159.11 feet, said point being the beginning of a curve, concave southeasterly, the radius point of which bears South 74°26'21" East a distance of 150.00 feet;

**Thence** along said curve, through a central angle of 42°21'46", an arc distance of 110.91 feet;

**Thence** North 57°55'25" East a distance of 248.07 feet to the beginning of a curve, concave northwesterly, the radius point of which bears North 32°04'35" West a distance of 100.00 feet;

**Thence** along said curve, through a central angle of 50°31'52", an arc distance of 88.19 feet;

**Thence** North 7°23'33" East a distance of 107.62 feet to a point on the Northerly right of way of said Lower Feeder, said point lying North 55°18'04" East a distance of 72.32 feet from the intersection of the Northerly right of way of said Lower Feeder and the North line of the Southeast ¼ of Section 10, said point being the **Point of Termination** of said line.

The sidelines of said strip to be lengthened or shortened to terminate in the right of way of said Lower Feeder.

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

All as shown on Exhibit "D" attached hereto and by this reference made a part hereof.

Prepared by:

Steve A. Leja – PLS 5933  
Expires 12/31/2010

**Leja Surveying Corp**



11 Dec 09

EXHIBIT "B"

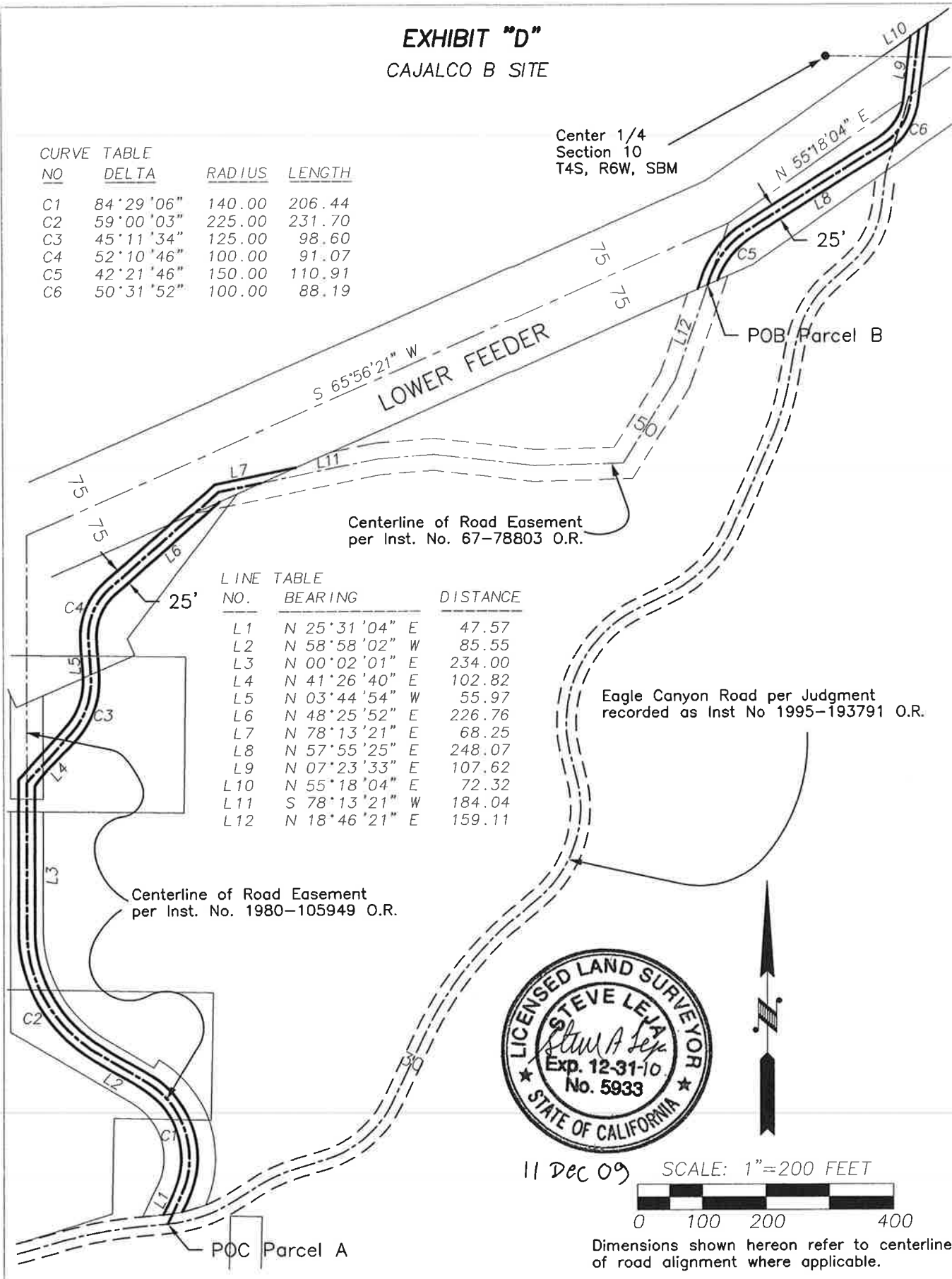
# EXHIBIT "D"

## CAJALCO B SITE

**CURVE TABLE**

NO	DELTA	RADIUS	LENGTH
C1	84°29'06"	140.00	206.44
C2	59°00'03"	225.00	231.70
C3	45°11'34"	125.00	98.60
C4	52°10'46"	100.00	91.07
C5	42°21'46"	150.00	110.91
C6	50°31'52"	100.00	88.19

Center 1/4  
Section 10  
T4S, R6W, SBM



**LINE TABLE**

NO.	BEARING	DISTANCE
L1	N 25°31'04" E	47.57
L2	N 58°58'02" W	85.55
L3	N 00°02'01" E	234.00
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L7	N 78°13'21" E	68.25
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Centerline of Road Easement  
per Inst. No. 67-78803 O.R.

Centerline of Road Easement  
per Inst. No. 1980-105949 O.R.

Eagle Canyon Road per Judgment  
recorded as Inst No 1995-193791 O.R.



11 Dec 09

SCALE: 1"=200 FEET



Dimensions shown hereon refer to centerline  
of road alignment where applicable.

EXHIBIT "B"



**Exhibit "A"**  
Legal Description  
Cajalco B Access Easement

Being a strip of land, 50.00 feet in width, within a portion of the Northeast  $\frac{1}{4}$  of Section 10, Township 4 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, described as follows:

**Commencing** at the Southwest corner of said Northeast  $\frac{1}{4}$  of Section 10 as shown on Record of Survey filed in Book 123, pages 58-68 inclusive, in the Office of the County Recorder of said County;

**thence** South  $89^{\circ}08'14''$  East along the South line of said Northeast  $\frac{1}{4}$  of Section 10, a distance of 88.29 feet to a point on the Northwestern right-of-way line of the 150' wide Metropolitan Water District Lower Feeder, as shown on said Record of Survey;

**thence** North  $55^{\circ}18'04''$  East, along said Northwestern right-of-way line, a distance of 35.93 feet to the **True Point of Beginning** being the intersection of said Northwestern right-of-way line of the 150' wide Metropolitan Water District Lower Feeder and the Westerly right-of-way line of a 50' wide road easement per Document number 1986-253466 OR;

**thence** North  $10^{\circ}48'00''$  East, along the Westerly right-of-way of said 50' wide road easement, a distance of 100.00 feet;

**thence** South  $79^{\circ}12'00''$  East, perpendicular to the centerline of said 50' wide road easement, a distance of 50.00 feet to a point on the Easterly right-of-way line of said 50' wide road easement;

**thence** South  $10^{\circ}48'00''$  West, along the Easterly right-of-way line of said 50' wide road easement, a distance of 49.12 feet to the intersection of said Northwestern right-of-way line of the 150' wide Metropolitan Water District Lower Feeder and the Easterly right-of-way line of the 50' wide road easement;

**thence** South  $55^{\circ}18'04''$  West, along said Northwestern right-of-way line, a distance of 71.33 feet to the **True Point of Beginning**.

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

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

Prepared by:  
Steve A. Leja – PLS 5933  
Expires 12/31/2010  
Leja Surveying Corp



5 Feb. 2010

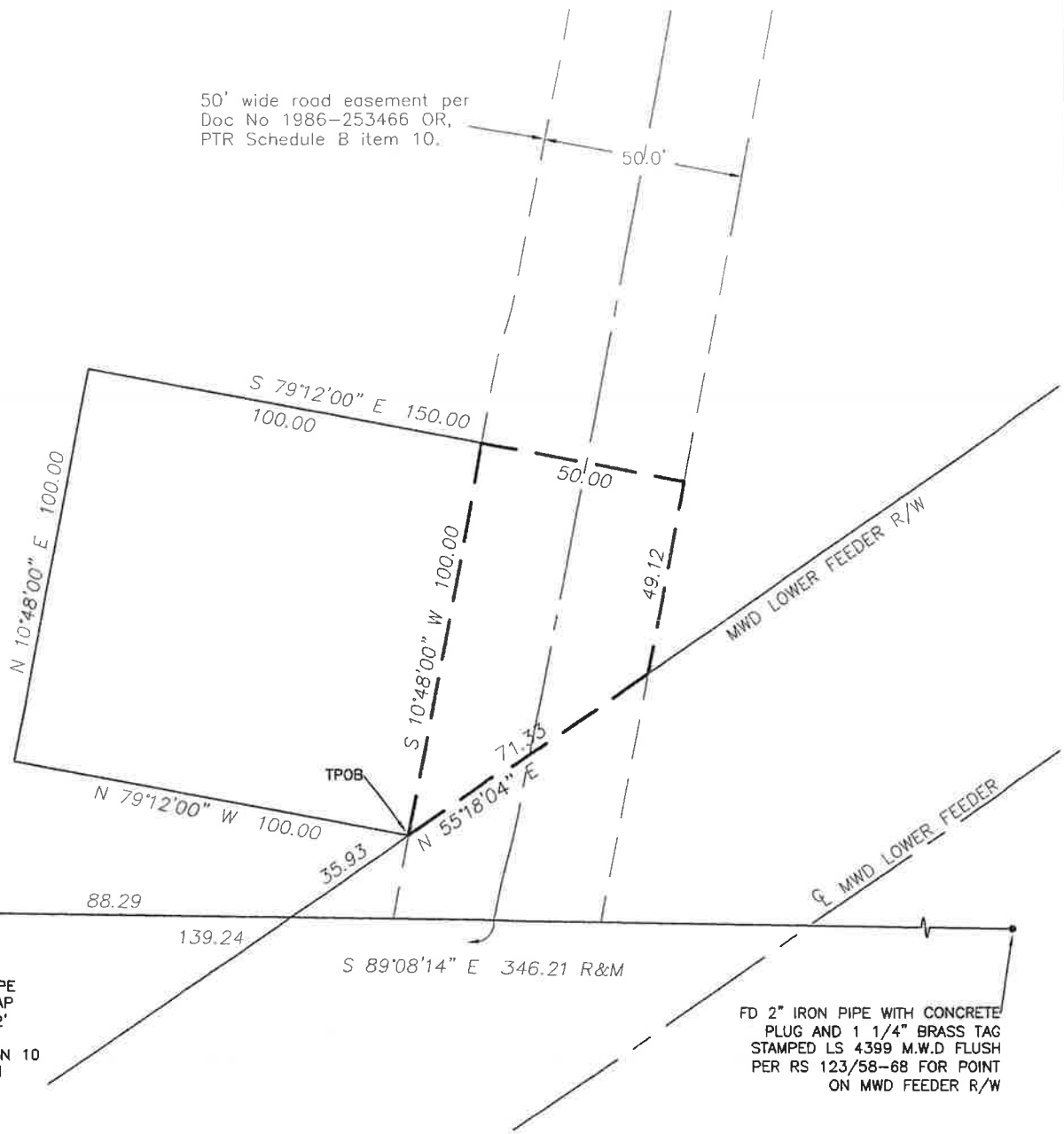
EXHIBIT "B"

# EXHIBIT "B"

## CAJALCO B ACCESS EASEMENT



50' wide road easement per  
Doc No 1986-253466 OR,  
PTR Schedule B item 10.



FD 2" IRON PIPE  
WITH BRASS CAP  
LS 4339 UP .2'  
ACCEPTED AS  
CENTER SECTION 10  
T4S, R6W, SBM

FD 2" IRON PIPE WITH CONCRETE  
PLUG AND 1 1/4" BRASS TAG  
STAMPED LS 4399 M.W.D FLUSH  
PER RS 123/58-68 FOR POINT  
ON MWD FEEDER R/W



5 Feb-2010

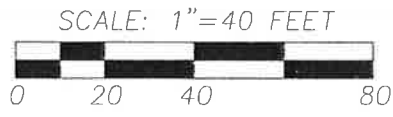


EXHIBIT "B"