

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

552



FROM: Economic Development Agency

SUBMITTAL DATE:

April 8, 2010

SUBJECT: Public Safety Enterprise Communications Project Ground Lease, Winchester

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached ground lease for the Winchester Public Safety Enterprise Communications site and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Authorize the Auditor-Controller to amend the Economic Development Agency's FY 2009/2010 Real Property budget as specified on Schedule "A".

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

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

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

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargenti

BY: _____
County Executive Office Signature Jennifer L. Sargenti

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 20, 2010
xc: EDA, RCIT, Auditor(2), E.O.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.37, 12/18/07; 3.52, 9/2/08 | **District:** 3

Agenda Number:

3.36

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG
 RCIT *Matthew Flynn*
 Matthew Flynn, CIO
 FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel*
 SYNTHIA M. GUNZEL
 DATE: *3.30.10*

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

BACKGROUND:

The Public Safety Enterprise Communications (PSEC) project utilizes long term ground leases in situations where the site owner will not sell the land required for the wireless communication site. The Winchester PSEC site is located near the intersection of SR 79 and SR 74, west of Hemet, in an area where topography severely limits coverage. The lease, subsequent construction and operation were covered by a Final Environmental Impact Report (FEIT) certified by the Board on September 2, 2008.

The Ground Lease terms are summarized as follows:

Location:	Southeasterly of the intersection of SR 79 and SR 74, a portion of Assessor's Parcel Number 465-050-019
Lessor:	Christine Macomber and Mary Kathleen Massey
Size:	Leasehold area is approximately 2,248 square feet and includes access for vehicles and electrical power
Term:	Thirty years commencing on the April 1, 2010
Rent:	\$2,800 per month / \$33,600 per year (see attached Schedule B)
Rent Adjustments:	3% annual increases
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. EDA will front the utility costs for this lease. However, there will be no utility cost in FY 2009/2010. RCIT will reimburse EDA for all associated lease costs.

SCHEDULE A

Increase Appropriations:

10000-7200400000-526700	Rent/Lease Buildings	\$8,400
10000-7200400000-572500	Intra-Leases	(\$8,400)

SCHEDULE B

year	monthly	yearly
1	\$2,800.00	\$33,600.00
2	\$2,884.00	\$34,608.00
3	\$2,970.52	\$35,646.24
4	\$3,059.64	\$36,715.63
5	\$3,151.42	\$37,817.10
6	\$3,245.97	\$38,951.61
7	\$3,343.35	\$40,120.16
8	\$3,443.65	\$41,323.76
9	\$3,546.96	\$42,563.47
10	\$3,653.36	\$43,840.38
11	\$3,762.97	\$45,155.59
12	\$3,875.85	\$46,510.26
13	\$3,992.13	\$47,905.57
14	\$4,111.89	\$49,342.73
15	\$4,235.25	\$50,823.01
16	\$4,362.31	\$52,347.71
17	\$4,493.18	\$53,918.14
18	\$4,627.97	\$55,535.68
19	\$4,766.81	\$57,201.75
20	\$4,909.82	\$58,917.80
21	\$5,057.11	\$60,685.34
22	\$5,208.82	\$62,505.90
23	\$5,365.09	\$64,381.07
24	\$5,526.04	\$66,312.51
25	\$5,691.82	\$68,301.88
26	\$5,862.58	\$70,350.94
27	\$6,038.46	\$72,461.47
28	\$6,219.61	\$74,635.31
29	\$6,406.20	\$76,874.37
30	\$6,598.38	\$79,180.60
		\$1,598,533.97 Total consideration

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

COMMUNICATIONS SITE LEASE

1
2
3 This Lease is made this 26th day of February 2010, by and between **CHRISTINE PLATT**
4 **MACOMBER**, an unmarried woman, and **MARY KATHLEEN MASSEY**, a married woman
5 (hereinafter "Lessor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of
6 California (hereinafter "Lessee").

7
8 **RECITALS**

9
10 A. Lessor is the owner of that certain real property known as Platt Ridge (hereinafter "the
11 Property") situated in an unincorporated area of the County of Riverside, State of California,
12 identified as Assessor's Parcel Numbers 465-050-019 and 465-050-018 and more particularly
13 depicted on Exhibit "A" (legal description), attached hereto and incorporated herein.

14
15 B. Lessor desires to lease a 36'-6" x 61'-7" (less an 8 square foot area in the south corner)
16 portion of the Property to Lessee consisting of approximately 2240 square feet of land, as depicted
17 on Exhibit B attached hereto and made a part hereof, hereinafter the "Premises".

18
19 C. Lessee desires to lease the Premises from Lessor for the purpose of constructing,
20 installing, operating, and maintaining a communications facility, including but not limited to a tower,
21 an equipment building, related equipment, fences and gates, together with ingress and egress rights
22 and access to commercial power.

23
24 NOW, THEREFORE, the parties agree as follows:
25

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

3
4 2. Premises. Subject to the following terms and conditions, Lessor hereby leases to
5 Lessee that certain ground space on the Property to install certain equipment and fixtures as
6 indicated on Exhibit "B", attached hereto and incorporated herein by reference, including any
7 applicable easements for utilities and access to the Premises.

8
9 3. Term. The term shall be for a period of thirty (30) years, commencing April 1, 2010
10 ("Commencement Date"), and expiring March 31, 2039. Any holding over by Lessee after the
11 expiration of said term shall be deemed a month to month tenancy upon the same terms and
12 conditions in this Lease.

13
14 4. Option(s) to Extend. Intentionally omitted.

15
16 5. Rent and Fees. Lessee shall pay the sum of two thousand eight hundred dollars
17 (\$2,800.00) per month to Lessor as rent. Starting with the Commencement Date, the Rent shall be
18 due and payable in advance on the first day of each calendar month during the Term of this Lease.
19 At the beginning of the second year of this Agreement, and at the beginning of each additional year
20 thereafter, ("the anniversary date"), the License Rent payable hereunder shall be increased by three
21 percent (3%) of the rent then in effect. Lessee shall pay Lessor a one time construction oversight
22 fee of three thousand six hundred dollars (\$3,600) before the Commencement Date of the Lease.

23
24 6. Option to Purchase. Intentionally omitted.

1 7. Use & Permits. The Premises shall be used exclusively by Lessee for the purpose of
2 operating electronic communication equipment by the County of Riverside. With pre-approval in
3 writing from Lessor for each sub-lessee, Lessee may sublease to any other governmental agency
4 ("Agency") working directly in conjunction with RCIT, County Fire and/or County Sheriff by entering
5 into a sublease with the Agency. Lessee and its sub-lessees shall have exclusive possession of the
6 Premises together with appropriate non-exclusive access from a public right of way across Lessor's
7 Property to the Premises, including any required utility access corridors. Lessee at its sole cost shall
8 obtain any and all necessary permits required for construction and operation of a communication
9 site. If required, Lessor shall cooperate with Lessee in its efforts to do so and shall sign any
10 necessary application forms where the property owner's signature is required.

11
12 8. Operating Costs & Utility Charges. Lessee shall pay, or cause to be paid, all charges
13 for power, heat, air-conditioning, or other services used, rented or supplied to Lessee in connection
14 with its use of the Premises. Lessor shall grant any necessary utility easement across the Property.
15 Lessor shall maintain the access road in the condition as present on the day of the execution of the
16 Lease, at Lessor's sole expense excepting any damage attributable to the Lessee's installation of a
17 ground ring along the side of or under the access road, or damage caused during Lessee's
18 construction which repair costs shall be at Lessee's sole expense.

19
20 9. Acceptance of Premises. Lessor represents that it has no knowledge of hazardous
21 materials on the Premises or the Property or nearby, nor does it have knowledge of spilled materials,
22 underground fuel storage tanks, septic or drain fields or buried wastes on or within the Premises or
23 Property. Lessee, at Lessee's option and sole cost, may conduct a Phase I Hazardous materials
24 study and Lessor agrees to cooperate in completion of such study. Otherwise, Lessee accepts the
25 Premises "as is" and acknowledges that Lessor has made no representation whatever concerning

1 the fitness of the Premises for the use intended by Lessee. Lessee agrees to keep the Premises
2 free of hazardous materials contamination and shall store and use fuels, lubricants, batteries and
3 other similar materials in a safe and code complaint manner and assumes full responsibilities for
4 such materials use within the Premises.

5
6 10. Improvements by Lessee. Lessee shall have the right (but not the obligation) at any
7 time following the full execution of this Lease and prior to the Commencement Date, to enter the
8 Premises for the purpose of making necessary inspections and engineering surveys (and soil tests
9 where applicable) and other reasonably necessary tests (collectively "Tests") to determine the
10 suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing
11 for the construction of Lessee's Facilities. Starting on the Commencement Date, Lessee has the
12 right to construct, maintain, install, repair modernize and operate on the Premises radio
13 communications facilities, including but not limited to, radio frequency transmitting and
14 receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and
15 receiving antennae and supporting structures and improvements ("Lessee's Facilities"). In
16 connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and
17 alter the Premises for Lessee's communications operations and to install utility lines and
18 transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to
19 install any warning signs on or about the Premises required by federal, state or local law. All of
20 Lessee's construction and installation work shall be performed at Lessee's sole cost and expense
21 and in a good and workmanlike manner. Prior to the initial site construction, Lessee shall present
22 construction drawings to Lessor and Lessor's site manager for review and approval. Lessor shall
23 have ten (10) business days to provide comments in writing to Lessee. If no response has been
24 received by Lessor within 10 days, drawings and design will be deemed acceptable by Lessor.

1 Prior to any subsequent changes to the Lessee's Facilities and/or Premises, Lessee shall present
2 construction drawings to Lessor and Lessor's site manager for review and approval. Lessor shall
3 have ten (10) business days to provide comments in writing to Lessee. If no response has been
4 received by Lessor within 10 days, drawings and design will be deemed acceptable by Lessor.

5
6 All alterations and improvements made and fixtures installed by Lessee shall remain
7 Lessee's property and may be removed by Lessee at or prior to the expiration of this Lease;
8 provided, however, that such removal does not cause injury or damage to the Premises, or in the
9 event it does, Lessee shall restore the Premises to good condition.

10
11 11. Insurance/Indemnification/Liability. Lessee is a local government entity created under
12 the laws of the State of California, and is self-insured against any third party liability loss. Lessee
13 shall maintain its self-insurance program in full force during the term of this lease. Such insurance
14 shall insure against all liability of Lessee, its employees, subleasees, agents and/or invitees arising
15 out of and in connection with Lessees and sublessees' use of the leased premises as provided for
16 herein. All such public liability and property damage insurance shall insure performance by Lessee
17 of the indemnity provisions of this paragraph.

18
19 Lessee shall exonerate, hold harmless, indemnify and defend Lessor and Lessor's Site Manager,
20 from any and all claims, suits, losses or causes of action for damages, including costs and attorney's
21 fees, which may result from: (1) any injury to or the death of any person, or (2) any damage to
22 property, to the extent that such injury, death or damage arises out of or is attributable to or results
23 from the acts or omissions of Lessee or Lessee's principals, sublessees, employees or agents
24 relating to Lessee's use of the leased premises as contemplated by this Agreement except: (1)
25 where any such injury, death or damage is caused by an intentional act or acts of Lessor or the

1 principals, employees or agents, or (2) where any such injury, death or damage is caused solely by
2 the negligence of Lessor or its principals, employees or agents.

3
4 Except in the case of Lessor's misconduct, Lessor shall have no liability to Lessee or anyone
5 claiming under or through Lessee for: (1) any injury, inconvenience, loss or damage to Lessee
6 caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or
7 installation supplied by Lessee, sublessees or Lessor, or the principals, employees or agents of
8 each, or any other person, in any such case beyond the control of Lessor; or (2) for the making of
9 any alteration of or improvement or repair to the leased premises, whether required by any
10 governmental agency, or due to casualty, or for any other reason, if, in the case of any such
11 alteration, improvement or repair, Lessor has exercised due diligence to avoid or minimize any such
12 injury, inconvenience, loss or damage.

13
14 Lessor may retain, at Lessee's reasonable expense, its own counsel to represent Lessor in any suit
15 Lessee is obligated to defend Lessor against as provided for in this paragraph.

16
17 12. Hold Harmless. Intentionally omitted.

18
19 13. Option To Terminate. Lessee shall have the option to terminate this Lease if the
20 Premises are destroyed or damaged to the extent that they cannot be repaired. At the end of the
21 fifth year of the Term Lessee may also terminate this lease with ninety (90) days written notice for
22 any reason or for no reason. If Lessee terminates this Lease in accordance with this provision,
23 Lessee at its sole cost shall remove all improvements from the Premises and leave the site free of
24 debris before Lessee is released from the terms and conditions of this Lease.

1 14. Interference.

2

3 (a) Lessee's Facility shall not disturb or interfere with the communications equipment and uses
4 which exist on Lessor's Property, and Lessee in the operation of Lessee's Facility shall comply with
5 all non-interference rules of the Federal Communications Commission. During the Term of this
6 Lease, and during any renewal or extension thereof, Lessee agrees to use equipment of the type
7 and design that will not cause interference to Communications Facilities on the Lessor's Property.
8 Lessee agrees to make no changes to its operating equipment frequencies, without prior written
9 approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. It
10 shall not be unreasonable for such approval by Lessor to be withheld, delayed or conditioned if such
11 changes will result in interference with the communications equipment and uses which exist on
12 Lessor's Property on the date of the changes. Lessee agrees to maintain all its equipment to
13 operate within the manufacturer's and FCC specifications

14

15 (b) If Lessee's or sublessees equipment causes interference to other FCC Licensees, Lessee
16 shall take all steps necessary to correct or eliminate such interference. If such interference cannot
17 be corrected within five (5) days of notice given to Lessee by Lessor or by any site manager of
18 Lessor of such interference, Lessor may require that the Lessee or sublessees cease operation of its
19 equipment until such interference can be corrected or eliminated at which time Lessee may then
20 resume operation of its equipment without restricting Lessee's obligations under this Lease (a),
21 Lessee indemnifies Lessor against all liability for interference to all equipment on or off site caused
22 by improper operation of Lessee's or sublessees equipment.

23

24 (c) Lessor shall require compliance with provisions substantially the same as in this Section 14
25 by all future licensees, lessees or other parties granted or given rights to install or operate

1 communications or other radio frequency transmitting equipment on the Lessor's Property

2
3 (d) Because Lessee will be locating communications transmitting equipment within one hundred
4 (100) feet from the Southeast most corner of the adjacent cell site (Cell Site), or upon adding to,
5 changing frequency range or power of any such communications transmitting equipment Lessee
6 shall be required to notify Cell Site in writing five business days prior to the Lessee's or sublessees
7 pre-operation transmit test or pre-change transmit test as to the date and time such test will
8 commence. The pre-operation transmit test or pre-change transmit test shall be conducted jointly by
9 Lessee or sublessees and the Cell Site. If Cell Site determines and demonstrates that it is
10 experiencing interference greater than -114 dBm in Cell Site's Federal Communications Commission
11 receive and transmit bands of operation, Cell Site shall notify the Lessee or sublessees to
12 immediately cease the pre-operation or pre-change transmit test and the Lessee or sublessees shall
13 immediately cease such test. The determination of the level of interference shall be based on pre-
14 operations transmit testing or pre-change transmit testing that measures the signal transmit levels at
15 the output after the final filter stage on Lessee's or sublessees transmit line with all transmitters
16 keyed up at maximum power, the antenna isolation between the output of the final filter stage on the
17 Lessee's or sublessees transmit line and the input line to Cell Site's first receive filter in the base
18 station in Cell Site's frequency band of operation. The Lessee or sublessees shall then revise its
19 plans for the purpose of eliminating such interference. If Cell Site notifies the Lessee or sublessees
20 hereunder to cease the pre-operation or pre-change transmit test because of interference to Cell
21 Site, the Lessee or sublessees shall then schedule a supplemental pre-operation or pre-change
22 transmit test. The Lessee or sublessees must modify or correct its system to eliminate such
23 interference before Lessee or sublessees resumes operation. This supplemental transmit test shall
24 be conducted jointly by Lessee or sublessees and Cell Site .

1 15. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such
2 taxes directly attributable to Lessee's facilities. Lessor shall pay all real property taxes, assessments
3 and deferred taxes on the property.
4

5 16. Notices. Any notices required or desired to be served by either party upon the other
6 shall be addressed to the respective parties as set forth below or to such other addresses as from
7 time to time shall be designated by the respective parties:
8

9 **Lessee:**

10 County of Riverside
11 Economic Development Agency
12 Real Estate Division
13 3403 10th Street
14 Riverside, CA 92501

Lessor:

 Christine Platt Macomber
 938 Rosemount Road
 Oakland, CA 94610-2411

Lessor's Site Manager:

 Peter Gruchawka
 Accord Communications
 307 Cypress Avenue
 P.O. Box 670
 Kenwood, CA 95452

21 **Cell Site:**

22 Same as Lessor
23

24 17. Quiet Enjoyment. Lessor covenants that Lessee shall at all times during the term of
25 this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as Lessee

1 shall fully and faithfully perform the terms and conditions that it is required to perform under this
2 Lease.

3
4 18. Default. The following shall be deemed to be events of default by Lessee under this
5 Agreement:

6 1. The Lease Rent provided for in this Agreement remains unpaid for twenty (20) days after
7 notice that the rent is overdue.

8 2. Lessee fails to comply with any of the terms, conditions and covenants herein and does
9 not cure such default within ten (10) days [except paragraph 14 which shall govern in the event of
10 frequency interference] after notice thereof to Lessee or, if such default cannot be cured within the
11 ten (10) day period with reasonable diligence and in good faith, and Lessee does not cure such
12 default within thirty (30) days after the date of such notice.

13 3. The non-renewal, revocation or cancellation of the construction permit and/or license
14 issued to Lessee by the FCC and/or, CPUC, or any other Federal, State or Local Authority, for
15 purposes of conducting its communications operation at the Site.

16
17 Upon occurrence of any such default, Lessor may pursue the following remedy:

18 After thirty (30) days written notice, terminate this Agreement and remove all of Lessee's
19 equipment from the Licensed Premises, store the same at Lessee's expense and re-lease the
20 Leased Premises all without prejudice to any other remedies Lessor may have provided for herein or
21 by law. Any damages occasioned by such removal are expressly waived by Lessee. Any
22 equipment so removed will be returned to Lessee upon payment in full of all storage costs and past
23 due License Rent, if any past due License Rent remains unpaid. If within thirty (30) days of such
24 equipment removal, Lessee has not requested the return of its equipment and paid any sums owed
25 for storage and fees, if any fees are due, then Lessor may exercise all rights of ownership over such

1 equipment including the right to sell same and retain possession of any sale proceeds,
2 notwithstanding paragraph 10 above.

3
4 19 Assignment. Lessee shall not voluntarily or by operation of law assign, transfer,
5 mortgage, or otherwise transfer or encumber all or any part of Lessee's interest in this Agreement or
6 in the Leased Premises. Any assignment, transfer, mortgage, encumbrance or attempted
7 assignment, transfer, mortgage or encumbrance shall be void, and shall constitute a breach of this
8 Agreement.

9
10 20. Binding on Successors. The terms and conditions herein contained shall apply to and
11 bind the heirs, successors in interest, executors, administrators, representatives and assigns all of
12 the parties hereto.

13
14 21. Severability. The invalidity of any provision in this Lease as determined by a court of
15 competent jurisdiction shall in no way affect the validity of any other provision hereof.

16
17 22. Venue. Any action at law or in equity brought by either of the parties hereto for the
18 purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent
19 jurisdiction in the County of Riverside, State of California, unless Lessor requests a change of venue
20 in such proceedings to any other county.

21
22 23. Attorneys' Fees. In the event of any litigation or arbitration between Lessor and
23 Lessee to enforce any of the provisions of this Lease or any right of either party hereto, the
24 unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and
25 expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which

1 shall be included in and as a part of the judgment rendered in such litigation or arbitration.
2

3 24. Lessee's Representative. Lessee hereby appoints the Assistant County Executive
4 Officer of the Economic Development Agency as its authorized representative to administer this
5 Lease.

6
7 25. Entire Lease. This Lease is intended by the parties hereto as a final expression of
8 their understanding with respect to the subject matter hereof and as a complete and exclusive
9 statement of the terms and conditions thereof and supersedes any and all prior and
10 contemporaneous leases, agreements and understandings, oral or written, in connection therewith.
11 This Lease may be changed or modified only upon the written consent of the parties hereto. Upon
12 request either party may require that a Memorandum of Lease be recorded confirming the (i) Lease
13 commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

14
15 26. Interpretation. The parties hereto have negotiated this Lease at arms length and with
16 advice of their respective attorneys, and no provision contained herein shall be construed against
17 either party solely because it prepared this Lease in its executed form.

18
19 27. Hazardous Materials. Lessee agrees to abide by all federal, state and local
20 environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders,
21 decisions, authorizations or permits pertaining to the protection of human health and/or the
22 environment.

23
24 Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in
25 or about the Premises by Lessee, its agents, employees, contractors or invitees, except batteries in

1 type and configuration approved by Lessor, coolants used for cooling systems and reasonable
2 amounts of cleaning supplies or materials usually used within the Premises, provided, however,
3 such supplies or materials are reasonable. Except as provided herein, Lessee shall not cause or
4 permit any other material classified as hazardous to be brought upon, kept or used in or about the
5 Premises by Lessee, its agents, employees, contractors or invitees, without the prior written consent
6 of Lessor, which consent shall not be unreasonably withheld so long as Lessee demonstrates to
7 Lessor's reasonable satisfaction that such hazardous material is necessary to Lessee's use of the
8 Premises.

9
10 Lessor and Lessee agree that any hazardous material permitted on the Premises and all
11 containers therefore shall be used, kept, stored and disposed of in a manner that complies with all
12 applicable federal, state and local laws or regulations pertaining to any such hazardous material, and
13 shall not cause public or private nuisance or trespass.

14
15 Upon termination of this Agreement and at the written request of Lessor, Lessee, at its sole
16 cost and expense, shall remove in the manner required by law any storage tanks or other hazardous
17 materials located upon the Premises solely as a result of Lessee's actions or the actions of Lessee's
18 agents, employees, contractors or invitees.

19
20 As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined
21 by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and
22 regulations promulgated thereunder; (b) any "hazardous substance" as defined by the
23 Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe
24 Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time,
25 and regulations promulgated thereunder; (c) any "oil, petroleum products", and their by-products;

1 and (d) any substance which is or becomes regulated by any federal, state or local governmental
2 authority. Any substance which is exempt from regulation under the definitions or exemptions in any
3 of the statutes, regulations or ordinances referenced herein is also excluded from the provisions of
4 this Agreement.

5
6 Lessee agrees to indemnify and hold Lessor harmless from and against any expense,
7 liability, claim, damage, cost or other obligation arising out of Lessee's failure to comply with any
8 provision of this paragraph. The indemnification provided by Lessee shall include, but not be limited
9 to, all costs of any work to abate any hazardous waste condition resulting from Lessee's, its agents',
10 employees', contractors' or invitees' actions, and all sums paid for settlement of claims, attorneys'
11 fees, consultant and expert fees connected therewith. This indemnification does not extend to
12 hazardous materials present on the Site and/or Premises solely as a result of Lessor's actions or the
13 actions of Lessor's agents, employees, contractors or invitees or to any pre-existing condition on the
14 Site. The covenants contained in Paragraph 25 shall survive the termination of this Agreement."

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

28. Approval of Supervisors.

Anything to the contrary notwithstanding, this Lease

shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.

Dated: April 29, 2010

LESSOR

By: Christine Platt Macomber
Christine Platt Macomber

By: Mary Kathleen Massey
Mary Kathleen Massey

COUNTY OF RIVERSIDE

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXHIBIT "A"

Legal Description

Parcel 1: (465-050-019)

The North one-half, of the Northwest one-quarter, of the Southwest one-quarter of Section 14, Township 5 South, Range 2 West, San Bernardino Meridian.

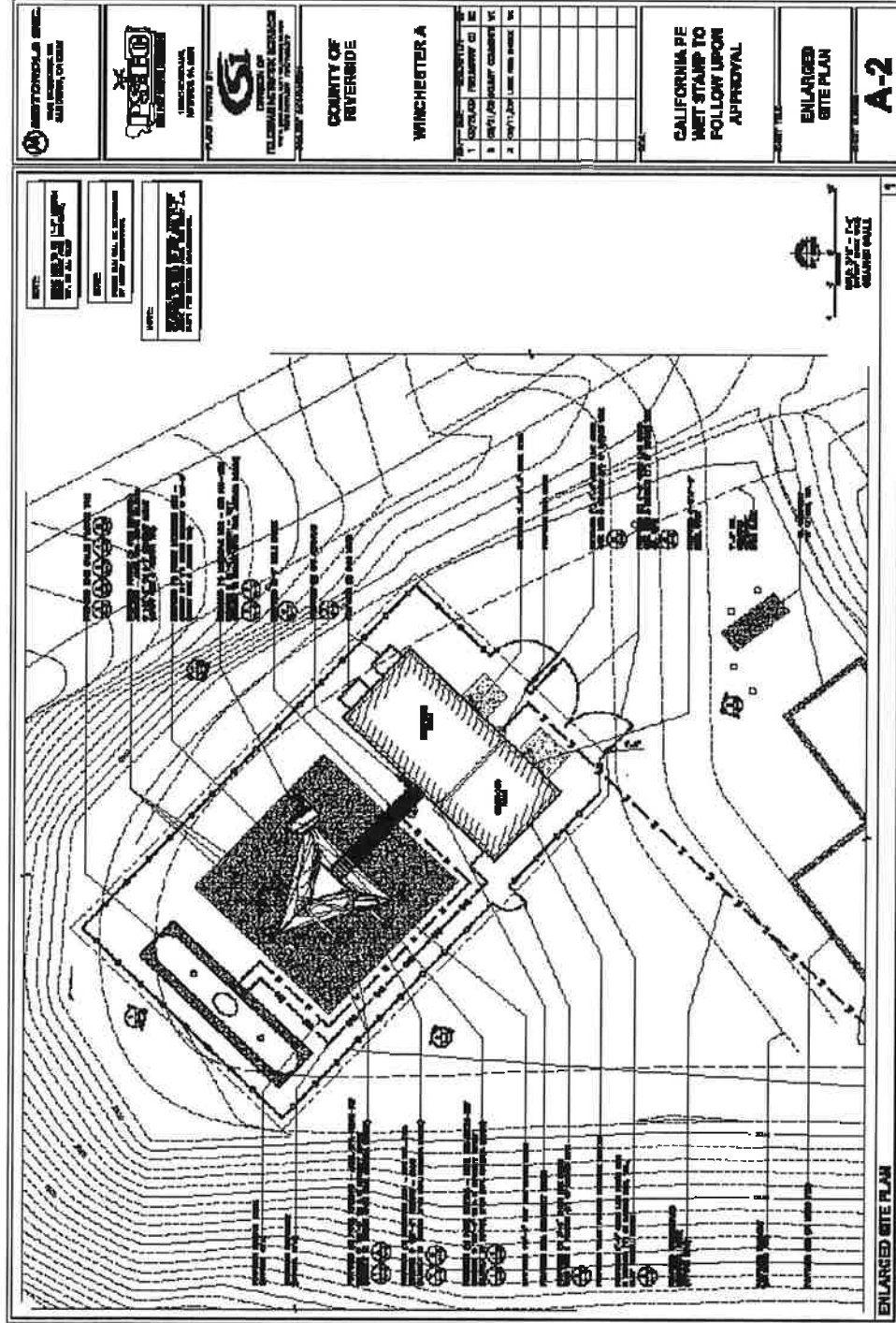
Pursuant to that Certificate of Compliance No. 460 recorded June 16, 1982 as Instrument No. 103640, Official Records.

Parcel 2: (465-050-018)

The South one-half, of the Northwest one-quarter, of the Southwest one-quarter of Section 14, Township 5 South, Range 2 West, San Bernardino Meridian

(End of Legal Description)

EXHIBIT "B"



<p>MERRIFIELD & SONS LAND SURVEYORS & ENGINEERS SANTA ANA, CALIFORNIA</p>	<p>PROFESSIONAL ENGINEER STATE OF CALIFORNIA NO. 10000</p>	<p>CIVIL SERVICE INTERNATIONAL LAND SURVEYING & ENGINEERING 10000</p>	<p>COUNTY OF RIVERSIDE WINCHESTER A</p>	<table border="1"> <tr> <td>1</td> <td>CONTRACT</td> <td>PRELIMINARY SITE PLAN</td> </tr> <tr> <td>2</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>3</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>4</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>5</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>6</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>7</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>8</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>9</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> <tr> <td>10</td> <td>PERMITS</td> <td>CONTRACTOR'S CHECKLIST</td> </tr> </table>	1	CONTRACT	PRELIMINARY SITE PLAN	2	PERMITS	CONTRACTOR'S CHECKLIST	3	PERMITS	CONTRACTOR'S CHECKLIST	4	PERMITS	CONTRACTOR'S CHECKLIST	5	PERMITS	CONTRACTOR'S CHECKLIST	6	PERMITS	CONTRACTOR'S CHECKLIST	7	PERMITS	CONTRACTOR'S CHECKLIST	8	PERMITS	CONTRACTOR'S CHECKLIST	9	PERMITS	CONTRACTOR'S CHECKLIST	10	PERMITS	CONTRACTOR'S CHECKLIST	<p>CALIFORNIA PE MET STAMP TO FOLLOW UPON APPROVAL</p>	<p>ENLARGED SITE PLAN</p>	<p>A-2</p>
1	CONTRACT	PRELIMINARY SITE PLAN																																			
2	PERMITS	CONTRACTOR'S CHECKLIST																																			
3	PERMITS	CONTRACTOR'S CHECKLIST																																			
4	PERMITS	CONTRACTOR'S CHECKLIST																																			
5	PERMITS	CONTRACTOR'S CHECKLIST																																			
6	PERMITS	CONTRACTOR'S CHECKLIST																																			
7	PERMITS	CONTRACTOR'S CHECKLIST																																			
8	PERMITS	CONTRACTOR'S CHECKLIST																																			
9	PERMITS	CONTRACTOR'S CHECKLIST																																			
10	PERMITS	CONTRACTOR'S CHECKLIST																																			

A final drawing, Site Plan, Legal Description or copy of a property survey substantially describing or depicting the above shall replace this Exhibit.