

**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
BY: Jennifer L. Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 26, 2012
xc: EDA, RCIT, Auditor, Recorder

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

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: Syntha M. Gunzel 6-12-12
 DATE: _____
 SYNTHA M. GUNZEL
 Department of Concurrence
 Riverside County Information Technology
 Kevin Crawford, Chief Information Officer

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

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)

Economic Development Agency / Facilities Management
Public Safety Enterprise Communications Project Lease Agreement, Toro Peak
June 14, 2012
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

Notice of Determination

Appendix D

To:

Office of Planning and Research
For U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St.
Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
County of: Riverside
Address: 4080 Lemon Street, 1st Floor
Riverside, CA 92502-2204

From:

Public Agency: County of Riverside
Address: 3403 10th Street, 4th Floor
Riverside, CA 92501
Contact: John Alfred
Phone: (951) 955-5448

Original Negative Declaration/Notice of
Lead Agency (if different from above): Determination was routed to County
Address: Clerks for posting on.
Contact: 6/27/12 KD
Date Initial
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2008021126

Project Title: Public Safety Enterprise Communication (PSEC) project, Phase 2 Communication Sites Addendum #7

Project Location (include county): One new communication site in Riverside County.

Project Description:

Construction of one new communication site that will consist of an emergency services communication tower and equipment shelter within a fenced compound. The site will carry a 25 year lease with an option of an additional 25 years, with the Santa Rosa Band of Cahuilla Indians, a federally recognized Indian Tribe.

This is to advise that the County of Riverside has approved the above described project on
Lead Agency or Responsible Agency

6/26/12 and has made the following determinations regarding the above described project:
(Date)

- 1. The project [] will [X] will not] have a significant effect on the environment.
2. [X] An Environmental Impact Report and Addendum were prepared for this project pursuant to the provisions of CEQA.
[] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X] were [] were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X] was [] was not] adopted for this project.
5. A statement of Overriding Considerations [X] was [] was not] adopted for this project.
6. Findings [] were [X] were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: http://psec.co.riverside.ca.us/notice-deir.html

Signature (Public Agency) Kallu Ogutan Title Board Assistant
Date 6/26/12 Date Received for filing at OPR

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: PSEC
Project Number: FM0417400081

Accounting String: 524830-47220-7200400300-FM0417400081

- **ADMIN FILING FEES ONLY - \$64.00 (see attached receipt for CDFG fees paid)**

DATE: June 6, 2012

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: James Force, Supervising Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

ORIGINAL NOD FILING RECEIPT - FISH & GAME FEES PAID

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt # 200800885

Lead Agency: COUNTY OF RIVERSIDE DEPT. OF FACILITIES MGMT Date: 09/02/2008

County Agency of Filing: Riverside Document No: 200800885

Project Title: PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC) PROJECT

Project Applicant Name: COUNTY OF RIVERSIE DEPT. OF FACILITIES MGMT Phone Number: _____

Project Applicant Address: 3133 MISSION INN AVE RIVERSIDE, CA 92507-4138

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

<input checked="" type="checkbox"/> Environmental Impact Report	<u>2606.75</u>
<input type="checkbox"/> Negative Declaration	_____
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	_____
<input type="checkbox"/> Project Subject to Certified Regulatory Programs	_____
<input checked="" type="checkbox"/> County Administration Fee	<u>\$64.00</u>
<input type="checkbox"/> Project that is exempt from fees (De Minimis Exemption)	
<input type="checkbox"/> Project that is exempt from fees (Notice of Exemption)	
Total Received	<u>2670.75</u>

Signature and title of person receiving payment: 

Notes:

Notice of Determination

Appendix D

To:
Office of Planning and Research
For U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St.
Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
County of: Riverside
Address: 4080 Lemon Street, 1st Floor
Riverside, CA 92502-2204

From:
Public Agency: County of Riverside Dept. of Facilities Mgt.
Address: 3133 Mission Inn Avenue, Riverside, CA 92507-4138

Contact: Claudia Steiding, Senior Planner
Phone: 951-955-8174

Lead Agency (if different from above):
Address:
Contact:
Phone:
FILED
RIVERSIDE COUNTY
SEP 02 2008
LARRY W. WARD, CLERK

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2008021126

Project Title: Public Safety Enterprise Communication (PSEC) Project

Project Location (include county): Multiple Jurisdictions, Riverside, San Bernardino, and San Diego Counties

Project Description:

The project entails the upgrading of the County of Riverside's emergency services communication network. This network will serve fire and law enforcement personnel and will allow expanded interoperability with other agencies and jurisdictions. Approximately 50 telecommunication facilities will be constructed throughout Riverside County and in several locations in San Bernardino County and one location in San Diego County. The typical facility will be composed of a communication tower and equipment shelter, all located within a fenced compound

This is to advise that the County of Riverside has approved the above described project on SEPTEMBER 2, 2008 and has made the following determinations regarding the above described project. COUNTY CLERK Neg Declaration/Ntc Determination filed per P.R.C. 21152 POSTED

- 1. The project [X]will []will not] have a significant effect on the environment.
2. [X] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X]were []were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X]was [] was not] adopted for this project.
5. A statement of Overriding Considerations [X] was [] was not] adopted for this project.
6. Findings [X]were [] were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: Department of Facilities Management, 3133 Mission Inn Avenue, Riverside, CA 92507-4138

Signature (Public Agency) Sandi Schlemmer Title Deputy Clerk
Sandi Schlemmer for NANCY ROMERO, Clerk of the Board
Date SEPTEMBER 2, 2008 Date Received for filing at OPR

Authority cited: Sections 21083, Public Resources Code. Reference Section 21000-21174, Public Resources Code.

Revised 2005

SEP 2 2008 3 52

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 June 20, 2012 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 Taglione
John Taglione
Chairman, Board of Supervisors

Dated: JUN 26 2012

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem

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

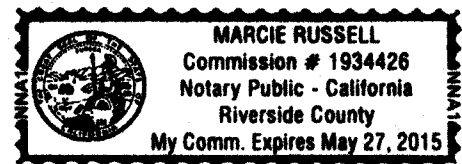
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument 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.
6450 BURNING DR
SAN DIEGO, CA 92121



TORO PEAK COMMUNICATION SITE
Riverside County

PROJECT INFORMATION

NO.	DATE	DESCRIPTION
1	1/9/11	GRID CORRECTIONS
2	6/29/11	POINT CORRECTION
3	11/7/11	LEASE AREA TO 25' BOUNDARY
4		
5		
6		
7		
8		

CONSULTANT
LEILA SURVEYING CORP.
1000 W. BURNING DR., SUITE 100
RIVERSIDE, CA 92504

SITE AND ACCESS SURVEY

SHEET NUMBER
LS-1
SHEET 1 OF 1



SURVEYOR'S STATEMENT:
I, THE UNDERSIGNED, A SURVEYOR LICENSED BY THE BOARD OF PROFESSIONAL LAND SURVEYORS OF THE STATE OF CALIFORNIA, HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE RECORDS OF THIS SURVEY AND THE FIELD NOTES AND INSTRUMENTS USED THEREIN, AND I HEREBY CERTIFY THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

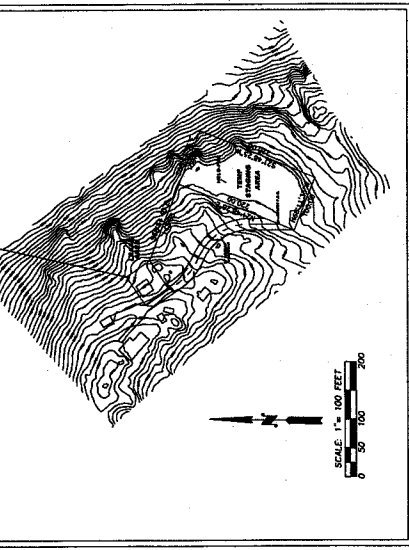
DATE: 12/21/12

GENERAL NOTES:
THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN 1/1000000 OF AN INCH. THE BENCHMARK IS A 3-1/2" DIAMETER IRON PIPE SET IN CONCRETE. THE BENCHMARK IS IN THE NORTHWEST CORNER OF SECTION 36, T17S, R17E, S1M. THE BENCHMARK IS IN THE NORTHWEST CORNER OF SECTION 36, T17S, R17E, S1M. THE BENCHMARK IS IN THE NORTHWEST CORNER OF SECTION 36, T17S, R17E, S1M.

COUNTY OF RIVERSIDE, LEASE AREA LEGAL DESCRIPTION:
AN EASEMENT 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T17S, R17E, S1M IN RIVERSIDE COUNTY, STATE OF CALIFORNIA;
COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, T17S, R17E, S1M;
THENCE N 89°50'41" 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 34°21'15" E A DISTANCE OF 1905.30' TO THE NORTH CORNER OF THE NEW 50 BY 50 FOOT LEASE AREA;
THENCE S 34°21'15" E A DISTANCE OF 50.00' FEET;
THENCE S 68°54'40" E A DISTANCE OF 143.08' FEET;
THENCE S 21°42'32" W A DISTANCE OF 180.00' FEET, TO THE TRUE POINT OF BEGINNING.

COUNTY OF RIVERSIDE, LEASE AREA LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T17S, R17E, S1M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SEC. 36, T17S, R17E, S1M;
THENCE N 89°50'41" 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 34°21'15" E A DISTANCE OF 1905.30' TO THE TRUE POINT OF BEGINNING;
THENCE AT RIGHT ANGLES S89°28'42" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N34°21'15" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N53°28'42" E A DISTANCE OF 58.50' TO THE TRUE POINT OF BEGINNING.

COUNTY OF RIVERSIDE, LEASE AREA LEGAL DESCRIPTION:
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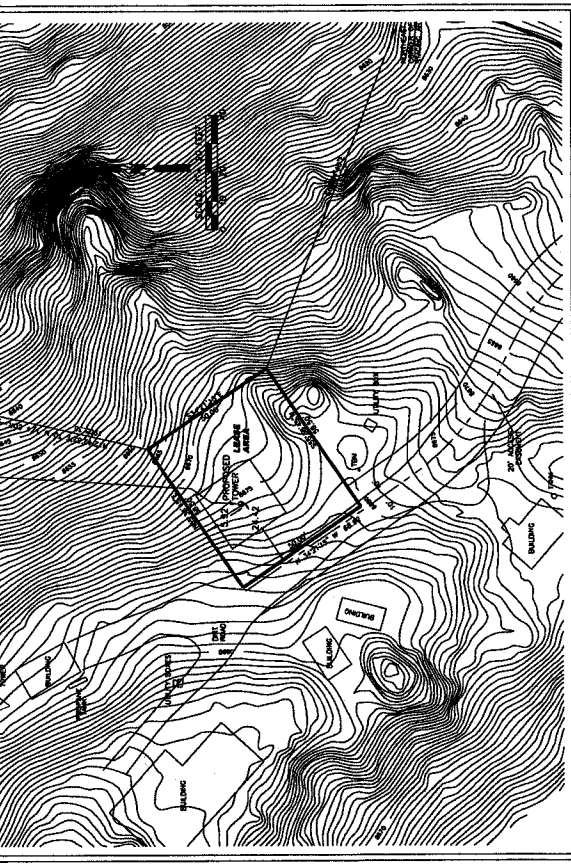


BENCH MARK:
CALIFORNIA NETWORK, MARK 86, GPS DERIVED, GEOID 2009
ELEV. 6860.53, BEING A CHISELED X ON ROCK
APPROXIMATELY 74' NW OF UTILITY BOX

GEODETIC COORDINATES AT PROPOSED TOWER CENTER (APPROXIMATE):
NAD 83
EASTING: 1141083.8
NORTHING: 5992948.8
ELEV: 6875.8 FEET AMSLL

COUNTY OF RIVERSIDE, LEASE AREA LEGAL DESCRIPTION:
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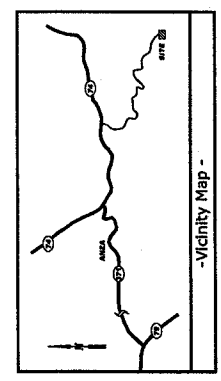
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THENCE AT RIGHT ANGLES S89°28'42" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N34°21'15" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N53°28'42" E A DISTANCE OF 58.50' TO THE TRUE POINT OF BEGINNING.



TITLE REPORT:
PREPARED BY: NAME PROVIDED
DATE: 12/21/12
ASSESSOR'S PARCEL NUMBER
APN: 634-330-407

BASES OF BEARINGS:
BASES OF BEARINGS SHOWN HEREON IS BASED UPON THE STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE 10N. THE BENCHMARK IS IN THE NORTHWEST CORNER OF SECTION 36, T17S, R17E, S1M.

PROPOSED TOWER CENTER AT PROPOSED TOWER CENTER (APPROXIMATE):
NAD 83
EASTING: 1141083.8
NORTHING: 5992948.8
ELEV: 6875.8 FEET AMSLL



COUNTY OF RIVERSIDE, STAGING AREA LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T17S, R17E, S1M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SEC. 36, T17S, R17E, S1M;
THENCE N 89°50'41" 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 34°21'15" E A DISTANCE OF 1905.30';
THENCE S 34°21'15" E A DISTANCE OF 50.00' FEET;
THENCE S 68°54'40" E A DISTANCE OF 143.08' FEET;
THENCE S 21°42'32" W A DISTANCE OF 180.00' FEET, TO THE TRUE POINT OF BEGINNING.

COUNTY OF RIVERSIDE, STAGING AREA LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T17S, R17E, S1M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SEC. 36, T17S, R17E, S1M;
THENCE N 89°50'41" 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 34°21'15" E A DISTANCE OF 1905.30' TO THE TRUE POINT OF BEGINNING;
THENCE AT RIGHT ANGLES S89°28'42" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N34°21'15" W A DISTANCE OF 50.00';
THENCE AT RIGHT ANGLES N53°28'42" E A DISTANCE OF 58.50' TO THE TRUE POINT OF BEGINNING.

ATTACHMENT 2
TO BUSINESS LEASE AGREEMENT

ENLARGED SITE PLAN

MOTOROLA INC.
 6430 SERRAVALLO DR
 SAN DIEGO, CA 92121

PS&E
 PROFESSIONAL SURVEYING & ENGINEERING
 7186 ALESSANDRO BLVD. STE. A
 RIVERSIDE, CA 92506

PLANS PREPARED BY:

 WILLIAM R. WILLIAMS, LICENSE NO. 10077
 SURVEYING AND ENGINEERING
 10077 HARBOR BLVD., SUITE 100
 RIVERSIDE, CA 92506

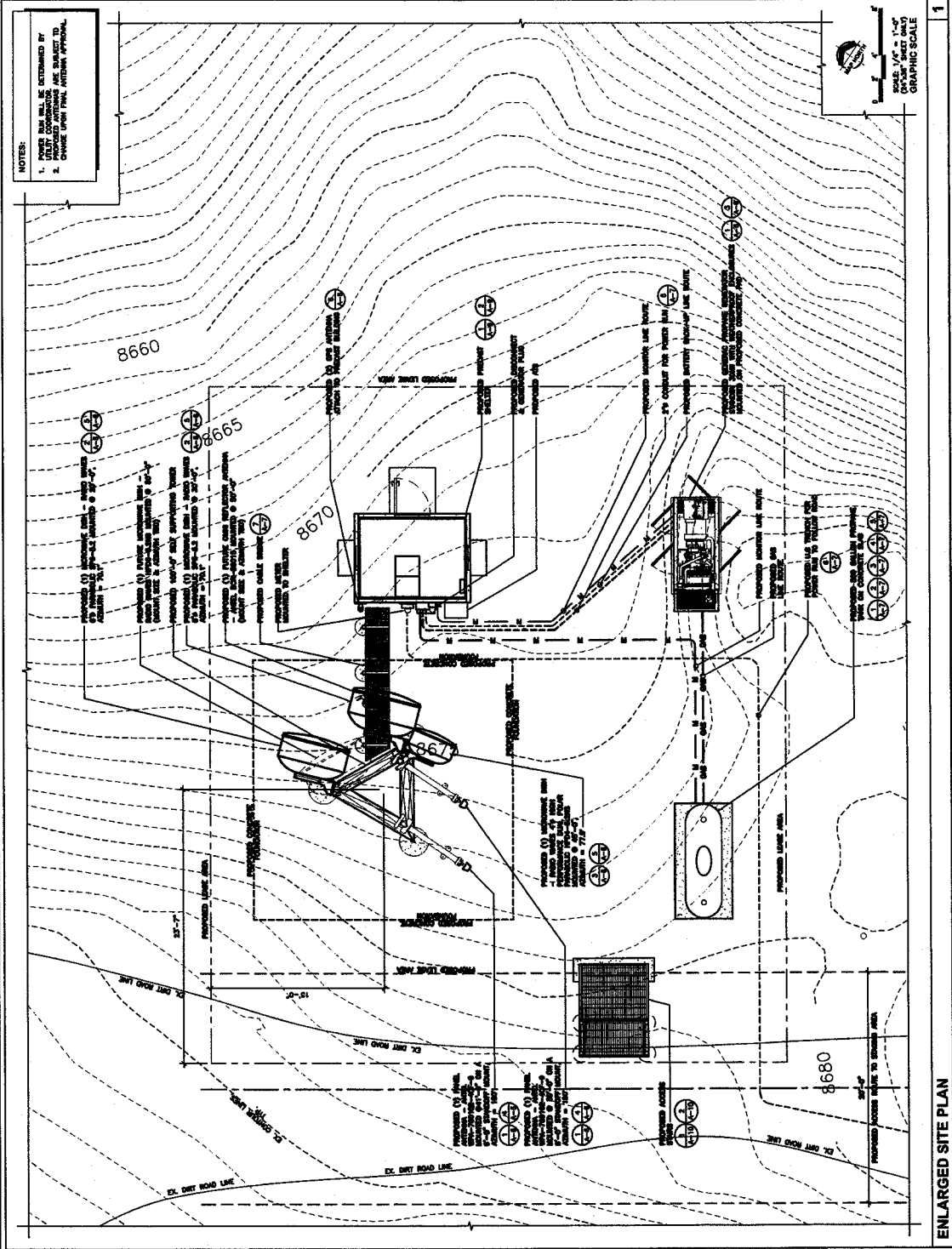
PROJECT INFORMATION
COUNTY OF RIVERSIDE
TORO PEAK B MC3604

NO.	DATE	DESCRIPTION	BY
1	09/30/10	PRELIMINARY CD	SC
2	01/06/11	COUNTY COMMENTS	SC
3	01/28/11	MOTO COMMENTS	SC
4	09/14/11	REVISED EQUIP WITH SHELTER	E.A.
5	09/21/11	CLIENT COMMENTS	E.A.
6	10/13/11	CLIENT COMMENTS	E.A.
7	10/28/11	COUNTY COMMENTS	RL

CALIFORNIA PE
 WET STAMP TO FOLLOW UPON APPROVAL

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2



NOTES:
 1. POWER SHALL BE OBTAINED BY UTILITY COMPANIES AND SUBJECT TO CHANGE UPON FINAL UTILITY APPROVAL.

SCALE: 1/8" = 1'-0"
 GRAPHIC SCALE

ENLARGED SITE PLAN

1

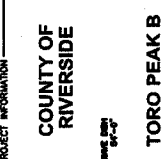
ATTACHMENT 3
TO BUSINESS LEASE AGREEMENT

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

MOTOROLA INC.
 6400 SERRANO DR
 SAN DIEGO, CA 92121



PLANS PREPARED BY:
 THIS ALLEGEDLY TRUE, SET, A
 RIVERSIDE, CA 92503



TELEPHONE: (951) 508-1000
 FAX: (951) 508-1001
 WWW.PSEANDC.COM

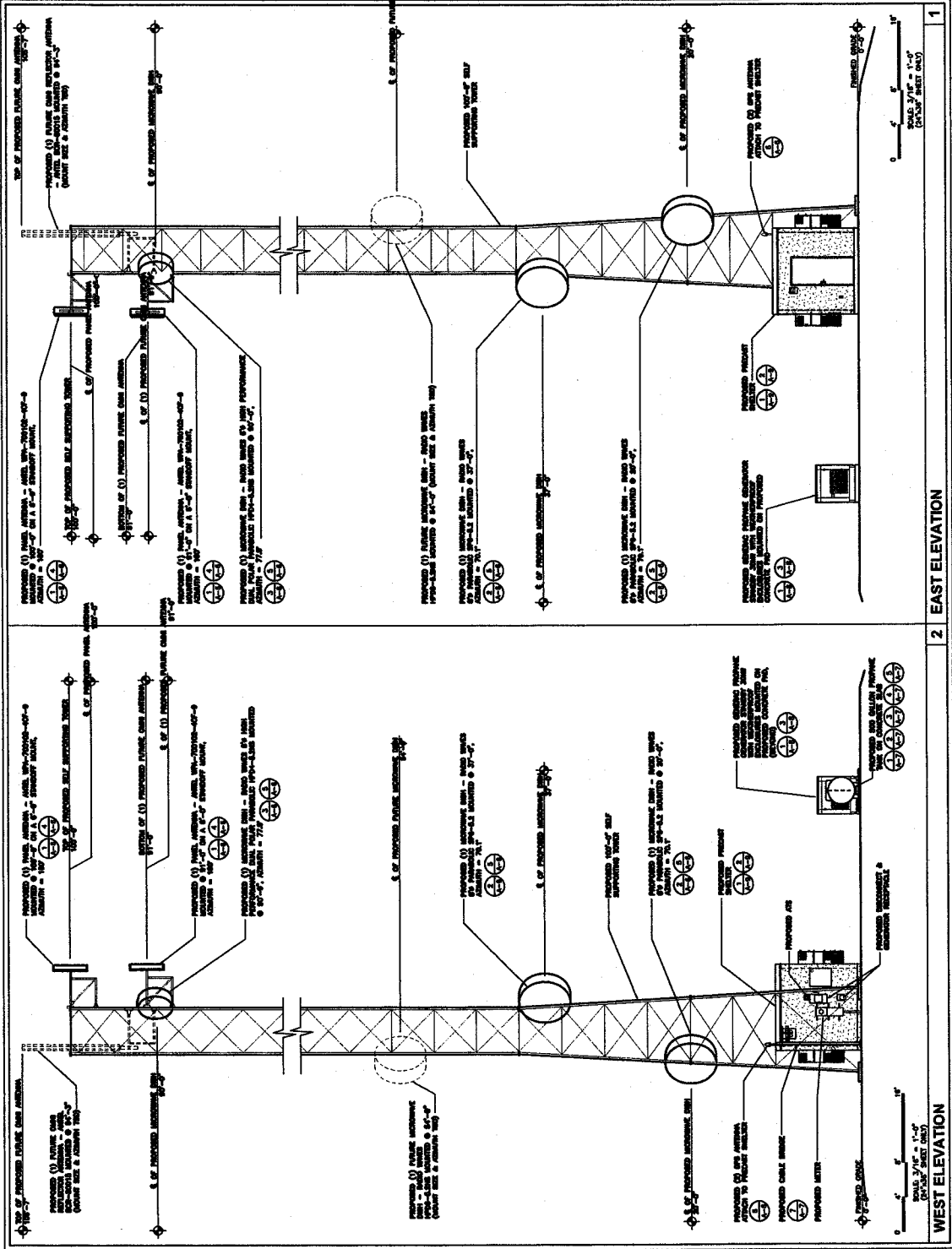
PROJECT INFORMATION

NO.	DATE	DESCRIPTION	BY
1	06/29/10	PRELIMINARY CD	SC
2	01/06/11	COUNTY COMMENTS	SC
3	01/26/11	WORD COMMENTS	SC
4	06/14/11	ISSUED FOR PERMIT WITH SHELTER	E.A.
5	08/21/11	CLEAR COMMENTS	E.A.
6	10/19/11	CLEAR COMMENTS	E.A.
7	10/26/11	COUNTY COMMENTS	RL

CALIFORNIA PE
WET STAMP TO
FOLLOW UPON
APPROVAL

SHEET TITLE
EAST & WEST
ELEVATIONS

SHEET NUMBER
A-5



1

2 EAST ELEVATION

WEST ELEVATION

ATTACHMENT 4
TO BUSINESS LEASE AGREEMENT

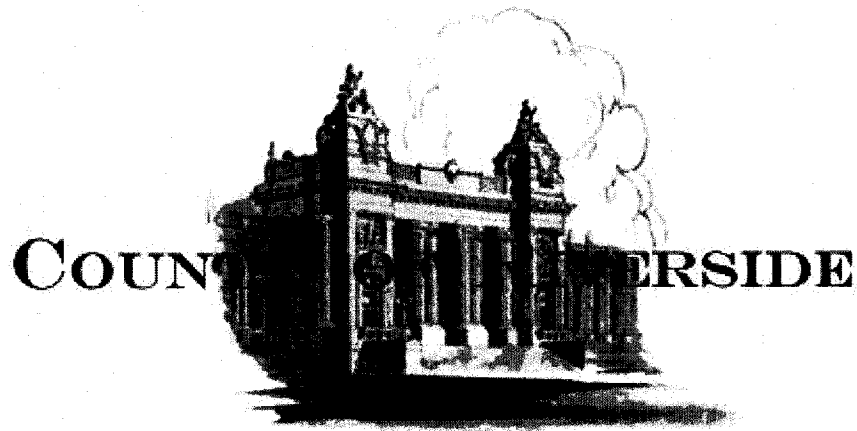
RENTAL SCHEDULE

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



**Public Safety Enterprise Communication (PSEC) Project
Program Environmental Impact Report
Addendum No. 7
Toro Peak Communication Site Addition**

Prepared for
County of Riverside
Economic Development Agency
Vikki Kuntz, Environmental Planner
(951) 955-0166

Section 1 – Background

On September 2, 2008, the Riverside County Board of Supervisors adopted the Program Environmental Impact Report (PEIR) for the Public Safety Enterprise Communication (PSEC) project. The PEIR assessed the environmental impacts likely to result from the construction and operation of up to 65 communication sites throughout Riverside County and adjoining areas of San Bernardino, San Diego, and Orange Counties.

The findings of the PEIR are hereby incorporated by reference into this addendum. The PEIR determined that the environmental impacts associated with the project would be less than significant for the majority of the environmental issues that were analyzed. This finding was based on the fact that all of the PSEC sites are virtually identical and would have the same types of impacts regardless of where they were located. Issues found to result in either No Impact or a Less Than Significant Impact with No Mitigation Required were as follows:

- Agricultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities
- Climate Change

For several issue areas, the PEIR determined that potential impacts warranted the prescription of a number of standard mitigation measures. These mitigation measures were applicable to all of the sites, regardless of location. Issues found to result in a finding of Less Than Significant With Mitigation Required were as follows:

- Air Quality
- Biological Resources
- Cultural Resources
- Hydrology and Water Quality

The mitigation measures for biological and cultural resources included requirements for actions to be taken if a site were to change location or if additional sites not previously identified in the PEIR were proposed to be included as part of the overall PSEC project. The mitigation measures for air quality and hydrology and water quality were applicable to all sites, regardless of location or the specific characteristics present at a given site. Measures for biological resources and cultural resources, however, were applicable to all sites as well but were also specific to individual sites and areas. In addition, the measures for biological and cultural resources also included requirements for actions to be taken if a site were to change location or if additional sites not previously identified in the PEIR were proposed to be included as part of the overall PSEC project.

For one issue area, aesthetics, the PEIR determined that feasible mitigation to lessen the project's impacts in this regard was not available, and that the project's impact for this issue would be unavoidable and adverse.

Despite the project's potential unavoidable and adverse impact to aesthetic resources, the County determined that the project would provide specific safety benefits, increased communication, and other advantages that outweighed the unavoidable adverse

environmental impacts of the project, such that those impacts were considered acceptable. The benefits were defined as follows:

- 1) Completion of the project will increase emergency communication coverage in the County from 60 percent to 95 percent of the County's land area for emergency service personnel and their cooperators;
- 2) The increased communication coverage will provide immeasurable benefits for all residents within the County. With better coverage, there will be adequate communication capability during emergency incidents (including wildfires, earthquakes, large-scale releases of hazardous substances, and other natural or man-made disasters) that cross jurisdictional boundaries or require multiple-agency cooperation;
- 3) The project will provide a secure voice and data communication network that is not dependent upon commercial facilities for its operation;
- 4) The collocation of PSEC sites will reduce the number of individual communication sites that would otherwise be required if each agency were to construct their own separate facilities; and
- 5) When weighed against the potential for significant loss of life and property resulting from deficiencies in current communication coverage, the resulting impacts from the proposed project are quite minimal.

Based on the identified benefits of the proposed project, and pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15093, the County adopted a Statement of Overriding Considerations for the project's potential unavoidable adverse impacts to aesthetics.

Section 2 – Allowance for Modification and Expansion

The PEIR imposed a number of standard mitigation measures that were applicable to all PSEC sites. As noted previously, mitigation measures related to air quality, hydrology and water quality were intended to apply to all sites, regardless of location. Mitigation measures related to biological and cultural resources were intended to be more site and area specific, and included requirements for actions to be taken if a site were to change location or if additional sites not previously identified in the PEIR were proposed to be included as part of the overall PSEC project.

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 to project design without the need for recirculation of the PEIR. Specific measures prescribed in the PEIR required the County to determine that 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. Those measures were contained in a number of mitigation measures applicable to the sites assessed in this addendum, as follows:

Biological Resources

MM BR-1c If any construction related to the proposed project, such as access roads, is anticipated to occur outside of the area surveyed for the June 3, 2008 Habitat Assessment Report, then additional habitat assessments shall be conducted by a qualified biologist prior to development to evaluate potential impacts. If these expanded surveys find that sensitive biological resources are present in the area to be impacted, then appropriate measures consistent with applicable laws and policies in effect at the time of the survey shall be undertaken to avoid or mitigate identified impacts. If the expanded surveys do not find sensitive biological resources in the area to be impacted, then development may then commence unimpeded within the parameters of applicable laws and policies governing such development.

Cultural Resources

MM CR-1a In the event that ground-disturbing activities extend beyond the limits of a 300-foot buffer from the surveyed site, then additional archaeological studies must be completed to determine whether historical properties or significant archaeological resources will be affected by the proposed construction plans. Ground disturbing activities may consist of, but are not limited to trenching for electrical power, creation of access roads, or access road improvements. The extent of these additional archaeological studies would be determined based upon the nature of the proposed construction plans beyond a 300-foot radius of the surveyed location. If these expanded surveys find that sensitive properties or resources are present in the area to be impacted, then appropriate measures consistent with applicable laws and policies in effect at the time of the survey shall be undertaken to avoid or mitigate identified impacts. If the expanded surveys do not find sensitive properties or resources in the area to be impacted, then development may then commence unimpeded within the parameters of applicable laws and policies governing such development.

Since adoption of the PEIR in September 2008, it has been determined that the provision of adequate emergency services communication coverage to certain portions of the County would not be met without the construction of additional communication sites beyond that assessed in the PEIR. As such, the County undertook to implement the mitigation prescribed in the PEIR that was required in the event of site relocation or network expansion.

This addendum evaluates one new site (Toro Peak) that was not specifically evaluated in the PEIR. The new site shares similar characteristics of all previously approved PSEC sites in that it possesses the same vegetation, habitat and visual characteristics of other sites. Additionally, the site will generally disturb and occupy the same amount of space as the previously approved PSEC sites. As per the PEIR, the PEIR mitigation measures relating to air quality and hydrology and water quality were generic in nature and were intended to be applied to all sites regardless of location. Therefore, further analysis for air quality and hydrology and water quality is not required for purposes of this addendum. For biological and cultural resources, the analysis for the Toro Peak site is presented below, and the analysis incorporates the findings from the biological and cultural resources studies required as per the PEIR mitigation measures outlined above.

Section 3 – Site Evaluation and Consistency with the PEIR

3.1 – Toro Peak Communication Site Addition

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. 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.

The Toro Peak Communication Site is located within an existing communication site complex on the Santa Rosa Indian Reservation (SRIR) in Riverside County, California, Township 7 South, Range 5 East, Section 36, on the Toro Peak, Calif. 7.5-minute U.S. Geological Survey (USGS) topographic map. Section 36 is an isolated section of SRIR land that is approximately six miles southeast of the larger SRIR holdings that are more typically associated with the reservation. The site is reached via Forest Service Road 7S02, which is an unpaved, single-lane roadway that begins at Highway 74 at an elevation of approximately 4,581 feet and travels up the northwestern flank of Santa Rosa Mountain approximately 12 miles to 8,716-foot Toro Peak. The coordinates for the site are 33°31'24"N, 116°25'31"W. Exhibits are included within Appendix A of this addendum that show the Toro Peak site's location.

The site itself would be located adjacent to several existing communication sites and would be comprised of a 100-foot, lattice-style self-supporting tower. The tower and associated equipment would be contained within a facility surrounded by a chain-link fence measuring approximately 50-feet by 50-feet. Electric power to the entire communication site complex is provided by a diesel-powered generator located downslope from the proposed communication site. Power to the County's proposed communication site would be provided from this existing generation facility via an underground cable buried beneath an existing and adjacent access road. Construction staging would be contained within an existing helipad area located downslope from the project site. Exhibits are included within Appendix A of this addendum that show the Toro Peak site's layout.

The site is located on lands controlled by the SRIR. The County would enter into a lease with the SRIR to secure access to the site for a period of 25 years. Toro Peak has been used as an important governmental communication site since the mid-1960s. The site and the access road have been subject to disturbance associated with the construction and operation of the existing communication facilities on the peak. The site is very similar to a number of other

previously approved PSEC sites with regards to the setting, habitat type, and vegetative characteristics that are present. The Santa Rosa Peak site, approximately three miles to the northwest, for example, is located in a similar mixed conifer forest area adjacent to an existing communication facility atop a mountain peak. Exhibits are included within Appendix A of this addendum that show photographs of the Toro Peak site and the surrounding area.

Since this additional proposed site was not assessed in the PEIR, the County has implemented the mitigation measures that were prescribed in the PEIR for new or relocated sites. Table 1, below, summarizes the PEIR mitigation measures that are relevant to the new Toro Peak Communication Site.

Table 1: PEIR Mitigation Measures Applicable to the Toro Peak Communication Site

Mitigation Measure	Applicable to Toro Peak Communication Site?
Biological Resources	
BR-1c: Requirement for additional biological resources surveys if new sites are proposed or if a site changes location.	Yes. The Toro Peak site is an all-new site that was not previously assessed for biological resources in the PEIR. A biological resources survey was completed and the findings are summarized below in Section 3.1.1.
Cultural Resources	
CR-1a: Requirement for additional cultural resources surveys if new sites are proposed or if a site changes location.	Yes. The Toro Peak site is an all-new site that was not previously assessed for cultural resources in the PEIR. A cultural resources survey was completed and the findings are summarized below in Section 3.1.2.

3.1.1 – Biological Resources (Toro Peak Communication Site Addition)

As per MM BR-1c, a habitat assessment was prepared for the project area in 2009, and a follow-up survey was performed in September 2011 to confirm the findings of the earlier assessment. The habitat assessment is attached to this addendum in Appendix B. The assessment found that no suitable habitat for any federally or state listed sensitive wildlife or plant species occurs within the proposed project area. Further, the project area is not located within any U.S. Fish and Wildlife Service designated Critical Habitat. The assessment found that the site contains no Waters of the U.S. or Waters of the State. No wildlife corridors, nursery sites, or other sensitive habitat areas were found on the site.

Based upon these findings, it can be determined that the proposed Toro Peak Communication Site is consistent with the findings contained in the PEIR, which determined that the project would not have a significant impact in regards to biological resources. As such, further action related to biological resources is not required.

3.1.2– Cultural Resources (Toro Peak Communication Site Addition)

As per the mitigation measure related to cultural resources noted above (MM CR-1a), an existing records search was conducted for the Toro Peak Communication Site direct Area of Potential Effect (APE), and for all lands within one mile of the facility. An additional records search was completed by the Native American Heritage Commission (NAHC) to determine the presence or absence of properties of traditional cultural value within the APE and the general vicinity. Finally, a pedestrian survey was completed for the direct APE by a qualified archaeologist and a Santa Rosa Band of Cahuilla Indians monitor/archaeologist in May 2012.

The purpose of the records searches and pedestrian survey was to identify whether any cultural resources, including Historic Properties, would be affected by the project. All cultural resources documentation has been incorporated into Appendix C of this EA.

The results of the records search indicated that no known or recorded cultural resources are located within the Toro Peak Communication Site direct APE. The NAHC records search indicated that there were no resources within the APE or in the immediate vicinity; however, the NAHC did note that the Tribe was in the process of designating the general Toro Peak area as a site in the Sacred Lands File. Information obtained about the Toro Peak area indicated that the general vicinity contains a site considered important to the Cahuilla people, and the Tribe is in the process of designating the area with the existence and continued use of the Toro Peak Communication Complex. Additionally, the results of the pedestrian survey returned negative findings for previously undetected cultural resources within the direct APE. As a result, the proposed project would not affect any known or recorded cultural resources within the direct APE. As such the proposed project would not affect any known or recorded cultural resources within the direct or visual APEs, defined as cultural resources included in or eligible for inclusion in the National Register of Historic Places. Thus, the project would have no effect on cultural resources and further action related to cultural resources is not required.

3.1.3- Determination of Findings (Toro Peak Communication Site Addition)

Based upon the analysis contained in the above assessment, the County finds that the impacts of the proposed Toro Peak Communication Site are consistent with the analysis and findings contained in the PEIR. The proposed project meets the criteria established in Public Resources Code Sections 15162 and 15164 of the CEQA Guidelines for an addendum to an EIR. Based on substantial evidence in the light of the whole record, it is determined that:

- 1) No substantial changes are proposed which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- 2) No substantial changes occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- 3) There is no new information of substantial importance, which was not shown or could not have been known with the exercise of reasonable diligence at the time the PEIR was certified as complete that shows that:
 - a. The project will have one or more significant effects not discussed in the PEIR.
 - b. Mitigation measures or alternatives previously found not to be feasible in the PEIR would in fact be feasible, and would substantially reduce one or more significant effects of the project; and
 - c. Mitigation measures or alternatives which are considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment.

Based on the discussion provided above, no subsequent changes are proposed or would occur that necessitate the preparation of a subsequent EIR or other applicable CEQA document.

Appendix A – Communication Site Exhibits
Toro Peak Communication Site

All appendices are included on CD in the back inside cover of this addendum

Appendix B – Biological Resources Assessment
Toro Peak Communication Site

All appendices are included on CD in the back inside cover of this addendum

Appendix C – Cultural Resources Assessment
Toro Peak Communication Site

All appendices are included on CD in the back inside cover of this addendum