

FORM APPROVED COUNTY COUNSEL  
 BY: PATRICIA MUNROE 6/27/14  
 DATE

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

119



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

**SUBMITTAL DATE:**  
 July 17, 2014

**SUBJECT:** Communication Site License Agreement, Riverside County Informational Technology, Blythe area, 7 year license, District 4/District 4, CEQA Exempt, [\$0]

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

1. Find that the discretionary action (execution of the agreement) is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities;
2. Approve the attached Communication Site License Agreement; and
3. Authorize the Chairman of the Board to execute the same on behalf of the County.

**BACKGROUND:**

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

*Robert Field*

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A  
 Budget Adjustment: No  
 For Fiscal Year: 2013/14

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

APPROVE

BY: *Rohini Dasika*  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: July 29, 2014  
 xc: EDA

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

Prev. Agn. Ref.: District: 4/4 Agenda Number: **3-26**

By: *Kevin Crawford*  
 Kevin Crawford  
 Chief Information Officer

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency/Facilities Management

**FORM 11:** Communication Site License Agreement, Riverside County Informational Technology, Blythe, 7 year license, District 4/District 4, CEQA Exempt, [\$0] Revenue 100%

**DATE:** July 17, 2014

Page 2 of 3

**BACKGROUND:**

**Summary:**

The County has operated a communication facility known as Big Maria since 1973 by virtue of a right of way grant from the United States Department of the Interior, Bureau of Land Management. Southern California Gas Company (SCG) has been a site user under various subleases and licenses issued by the County since 1997. The most recent site license expired on January 15, 2011. The Real Estate Division of EDA held off on renewing the contract as the fate of the Big Maria site as part of the Public Safety Enterprise Communication (PSEC) project was uncertain. That site uncertainty has been resolved, so a new site license has been negotiated that applies the newly developed schedule of fees.

Pursuant to the California Environmental Quality Act (CEQA), the Communication Site License Agreement was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities. The proposed project, the execution of the Communication Site License Agreement, is the re-letting of property involving existing facilities and no expansion of an existing use will occur. A Notice of Exemption will be posted with the County Clerk by EDA.

This License is summarized below:

Licensee:	Southern California Gas Company 555 W. 5 <sup>th</sup> Street Los Angeles, California 90013
Premises Location:	Big Maria Communications Site, 87 Radio Hill, westerly of the Colorado River and northerly of Blythe, California 92225
Rack Fees:	\$263.09 per rack x 2 racks \$526.18 per month \$6,314.16 per year
Antenna Fees:	Two Antennae at a rate of \$600 each per month One Antenna at a rate of \$900 per month \$2,100 per month \$25,200 per year
Term:	Seven year license retroactive to July 2013
Annual Increase:	Two annual increase
Option to Extend:	Licensee shall have two consecutive options to extend the initial term for five years each. Licensee will provide ninety days written notice to Licensor.
RCIT Cost:	\$0

The attached Communication Site License Agreement has been reviewed and approved by County Counsel as to legal form.

(Continued)

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

Economic Development Agency/Facilities Management

**FORM 11:** Communication Site License Agreement, Riverside County Informational Technology, Blythe, 7 year license, District 4/District 4, CEQA Exempt, [\$0] Revenue 100%

**DATE:** July 17, 2014

Page 3 of 3

**Impact on Residents and Businesses**

The Big Maria communication serves the communication needs of many governmental and private communication entities. In turn, the revenue generated by this license agreement is directed to a public safety fund managed by Riverside County Information Technology (RCIT), enabling County Sheriff and County Fire to better serve the public safety needs of Riverside County residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Revenue License, no cost shall be expended on behalf of the County.

**Contract History and Price Reasonableness**

The rates are in accordance with pre-approved rates established by RCIT and approved by the Board of Supervisors.

**Attachments:**

Communication Site License Agreement

Notice of Exemption



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

07/05/14      ICB  
Date                      Initial

Date: July 2, 2014  
To: Mary Ann Meyer, Office of the County Clerk  
From: John Alfred, Acting Senior Environmental Planner, Project Management Office  
Subject: **County of Riverside Economic Development Agency Project # FM047133000200**  
Big Maria Communications Site License Agreement  
Assessor Parcel Number: (Unknown), Address: 87 Radio Hill, Blythe, CA 92225

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file

JUL 29 2014 3-26

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Redevelopment Agency  
Workforce Development

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Big Maria Communication Site License Agreement

**Accounting String:** 524830-47220-4200400000- FM047133000200

**DATE:** July 2, 2014

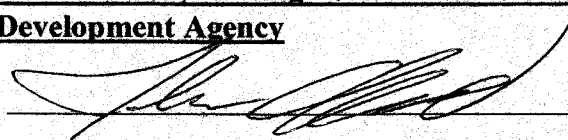
**AGENCY:** Riverside County Economic Development Agency

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: \_\_\_\_\_



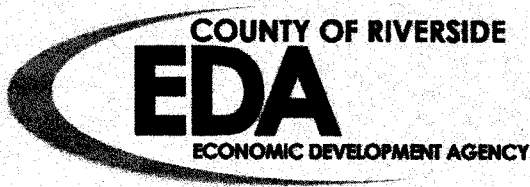
**PRESENTED BY:** James Force, Supervising Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_



## NOTICE OF EXEMPTION

July 2, 2014

**Project Name:** County of Riverside, Big Maria Communication Site License Agreement

**Project Number:** FM047133000200

**Project Location:** 87 Radio Hill, Blythe, CA 92225; Westerly of the Colorado River and Northerly of Blythe  
Latitude: 33° 45' 3.28" N, Longitude: -114° 31' 26.64" W. (See attached exhibit).

**Description of Project:** The County of Riverside has operated a communication facility known as Big Maria since 1973 by virtue of a right of way grant from the United States Department of the Interior, Bureau of Land Management. Southern California Gas Company (SCG) has been a site user under various subleases and licenses issued by the County since 1997. The most recent site license expired on January 15, 2011. The Real Estate Division of the County of Riverside, Economic Development Agency held off on renewing the contract as the fate of the Big Maria site as part of the Public Safety Enterprise Communication (PSEC) project was uncertain. That site uncertainty has been resolved, so a new site license has been negotiated with SCG that applies the newly developed schedule of fees. The project does not involve any changes to land use, the existing structure, or to the environment. The renewed site license will not alter or increase any continuing activities or uses of the site and no direct or indirect physical environmental impacts are anticipated with the operation of the site beyond occasional maintenance activities. Any future changes to the equipment or radio tower would require evaluation for potential impacts pursuant to CEQA at that time.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1 – Existing Facilities; General Rule Exemption Section 15061.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The renewal of the site license for radio communications is not anticipated to result in any significant physical environmental impacts.

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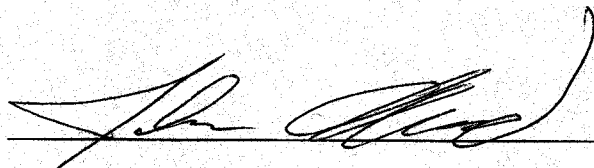
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Purchasing Group  
Real Property  
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Workforce Development

- Section 15301 – Class 1 Existing Facilities Exemption. The project as proposed is the re-letting of property and serves the communication needs of governmental and private communication entities. The lease for the existing public structure has been ongoing between both parties since 1997. Neither the lease renewal nor changes to the language of the lease will expand the ongoing use of the site as a communication facility. No construction or operational impacts would occur as part of the lease renewal.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The lease to an already existing communications facility will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area through either construction activities or changes to the operation of the site. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 7.2.14

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency



3015090021 (598, 7acrt's)  
USA 8'6"



## COMMUNICATION SITE LICENSE AGREEMENT

This License Agreement, hereinafter referred to as "Agreement" is made and entered into this \_\_\_\_ day of July, 2013 by and between COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "Licensor" and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, hereinafter referred to as "Licensee", whereby it is agreed as follows:

### 1. Recitals

- (a) **WHEREAS**, Licensor has under its control, pursuant to Right of Way Grant/Temporary Use Permit, Serial No. CAAZRI 004878 issued to County of Riverside effective January 17, 2012 by the United States Department of Interior, Bureau of Land Management, certain real property located in the County of Riverside, State of California, located at 87 Radio Hill, westerly of the Colorado River and northerly of Blythe, approximately at latitude 33°45'3.28"N, longitude 114°31'26.64"W, commonly known as the BIG MARIA Site, hereinafter referred to as "Site"; and
- (b) **WHEREAS**, Licensor owns and operates certain improvements at the Site, including an equipment shelter ("Shelter") and a seventy foot (70') tower ("Tower") that are used as electronic communications facilities (collectively, the "Facility"); and
- (c) **WHEREAS**, Licensor and Licensee are party to that certain license dated August 30, 2010 ("2010 License") under which Licensee uses a portion of the Facility; and
- (d) **WHEREAS**, the 2010 License expired on January 15, 2011 and Licensee has been holding over month to month with Licensor's consent, and Licensee desires to continue to use the Facility; and
- (e) **WHEREAS**, it is in the best interests of the Licensor that such an Agreement be consummated between the Licensor and the Licensee on the terms and conditions herein contained; and
- (f) **WHEREAS**, Licensee's use of the Facility is not anticipated to hinder, obstruct, or interfere with Licensor's use of the Facility.

### 2. License, Use and Access

- (a) Licensor hereby grants to Licensee the right to use certain space in and about the Shelter and on the Tower for the purpose of installing, operating, repairing modernizing and maintaining radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, radio frequency transmitting and receiving antennae and supporting structures and improvements, and for such other uses or purposes necessarily related thereto ("Permitted Use"). Licensor hereby approves the installation of the equipment and fixtures shown on Exhibit A attached hereto and incorporated herein by reference, and all wires, cabling and personal property incidental thereto ("Licensee's Equipment").
- (b) Licensee and "Licensee Parties" (as defined in Section 10(a) below) shall have the right of ingress to and egress from the Facility by any practical route in, upon, over and across the Site

(the "Access Rights"), provided that Licensee shall exercise the Access Rights in a manner designed to minimize any interference with the activities of Licensor on the Site.

- (c) Licensee shall, at Licensee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Permitted Use of the Facility.

### **3. Term**

- (a) The term of this Agreement shall be for a period of seven (7) years commencing July 1, 2013 ("Commencement Date"), and expiring June 30, 2020.

### **4. Option to Extend**

- (a) Licensee shall have two options to extend the initial term of this Agreement under the same terms and conditions, for five (5) years each, which options shall be exercised by Licensee giving to Licensor notice of its election to extend the Agreement term, in writing, at least ninety (90) days prior to the expiration of the initial term of this Agreement, as previously extended.

### **5. Holding Over & Agreement Renewal**

- (a) Any holding over by Licensee after expiration of this Agreement and/or any exercised extensions thereof shall not be considered as a renewal or extension of this Agreement. Licensee's use of the Premises after the expiration or termination of the Agreement and/or any exercised extensions thereof shall extend the term of this Agreement month to month, and all other terms and conditions of this Agreement shall continue in full force and effect.

### **6. Annual Increases**

- (a) On the first of July of every year, the rate for the Fees will increase by 2%.

### **7. Consideration (Fee)**

- (a) Starting on the Commencement Date, the Fees shall be due and payable in advance on the first day of each calendar month during the term of this Agreement.

### **8. Pass-Through Costs**

- (a) Pass-Through Costs. Licensee shall pay for all costs, penalties, fines or fees associated with Licensee's default under this Agreement, including any such fees assessed upon Licensor by the Bureau of Land Management pursuant to federal schedules and directly attributable to Licensee's default under this Agreement.

### **9. Fees**

- (a) Licensee shall pay Licensor the following fees (collectively, the "Fees"):

- 1) Fees. Equipment fees calculated at two full rack mounts at \$263.09 per rack per month, for a total equipment fee of \$526.18 per month ("Rack Fee"). The Rack Fee is subject to annual review and adjustment as set forth in Section 6 above.

2) Fees. Antenna fees calculated at two antennas at 30 foot centerline at a rate of \$600 per antenna per month and one antenna at 60 foot centerline at a rate of \$900 per antenna per month, for a total antenna fee of \$2,100 per month ("Antenna Fee").

(b) In the event Licensee fails, or refuses, to make its monthly rental payment thirty (30) days after the date as required in this Section 9, Licensee shall pay to Licensor an additional amount of Twenty-Five Dollars (\$25.00) as an administrative charge, which charge represents the cost incurred by Licensor by virtue of such failure or refusal.

#### **10. Access to Facility**

(a) Only the Licensee, its authorized agents, employees, and contractors ("Licensee Parties") shall have the right of ingress to and egress from the Facility.

(b) Licensor will maintain control over site access. If Licensee desires to permit any party other than the Licensee Parties to access the Facility, the Riverside County Information Technology Infrastructure and Communications (RCIT-ICB) staff will escort any such party to and from the Facility.

#### **11. Site Safety and Cleanliness**

(a) Licensee shall not cause or permit any activity to occur in respect of the License or the Licensed Premises that constitutes waste or public or private nuisance. The Licensor reserves the right to remove or expel from the site, any personnel, including contractors that violate the provisions of this Section 11.

#### **12. Inspection of Equipment**

(a) Licensor shall have the right to enter the Facility at any time for the purpose of inspecting, auditing, monitoring and evaluating the obligations of Licensee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement.

#### **13. Change in Equipment**

(a) Subject to the provisions of Section 23(b) below, Licensee shall not cause or permit any change of or addition to any Licensee's Equipment, or changes in the use of the frequencies described in Exhibit A herein attached, except upon making a written request to Licensor for each such transaction and the obtaining of Licensor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Changing of radio equipment, fixtures and antennae with "like kind" radio equipment, fixtures or antennae shall not be deemed to be changes to the Equipment for purposes of this section.

#### **14. Re-Allocation of Space**

(a) Licensor will have the right at any time upon giving notice thereof to change the location of Licensee's Equipment within the equipment shelter of the Facility, provided (a) in no event shall Licensor have the right to change the location, direction or other aspects of the antennas that are part of Licensee's Equipment and (b) such relocation shall not interfere in any way with the Permitted Use or cause Licensee to incur any costs. Subject to the provisions of the preceding

sentence, in the event Licensor elects to change the location of Licensee's Equipment within the equipment shelter of the Facility, Licensee shall at Licensor's expense, within sixty (60) days of receipt of written notice thereof, relocate the applicable Licensee's Equipment.

#### **15. Equipment Installation by Licensee**

- (a) Licensor and Licensee acknowledge that pursuant to the 2010 License, Licensee's Equipment is installed at the Facility as of the date of this Agreement.
- (b) Licensee shall comply with federal, state or local signage requirements with respect to Licensee's Equipment. Licensee shall at its own expense procure all signage required by applicable laws with respect to Licensee's Equipment and submit such signage to the Licensor for installation within 90 days after the date of installation of the applicable equipment.

#### **16. Disposition of Licensee's Equipment**

- (a) During the term of this Agreement, all of Licensee's Equipment shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within thirty (30) days after expiration or termination of this Agreement.
- (b) Should Licensee fail to remove Licensee's Equipment within thirty (30) days after expiration or termination of the Agreement, Licensor may do so at Licensee's cost. Upon written demand by Licensor, Licensee shall immediately pay all costs and expenses of the removal of Licensee's Equipment pursuant to this Section 16(b).

#### **17. Tower Analysis**

- (a) Upon Licensor's receipt of written notice from Licensee that Licensee proposes to install on the Tower antennas, microwave dishes and/or equipment in addition to the Licensee's Equipment initially shown in Exhibit A, in connection with Licensor's consent to such installation the Licensor will perform a tower/structural analysis. All cost associated with the analysis (not to exceed \$1,500 per request by Licensee) will be the responsibility of the Licensee.
- (b) If the tower/structural analysis determines that the Tower cannot structurally accommodate the proposed addition of the Licensee's equipment, Licensee may elect by written notice to Licensor either (i) to withdraw its request to install such additional equipment or (ii) to pay the cost of work necessary to improve the Tower to the extent required to structurally accommodate Licensee's proposed additional equipment.
- (c) Licensor represents that as of the date of this Agreement (i) the Tower can structurally accommodate Licensee's Equipment as initially set forth in Exhibit A, and (ii) Licensor shall not add or permit to be added any equipment to the Tower that together with Licensee's Equipment cannot be structurally accommodated by the Tower.

#### **18. Electrical and Heat Load Analysis**

- (a) Upon Licensor's receipt of written notice from Licensee that Licensee proposes to install in the Shelter electronic equipment in addition to the Licensee's Equipment initially shown in Exhibit A, in connection with Licensor's consent to such installation and prior to the installation of any

such electronic equipment, the Licensor will conduct an electrical and heat load analysis to determine if as a result of the installation of Licensee's additional equipment any electrical or HVAC upgrades would be required to maintain performance of the electrical and HVAC systems in the Shelter consistent with the performance of such systems before the proposed installation. All cost associated with the analyses will be the responsibility of the Licensor.

- (b) If the Licensor reasonably determines that the proposed installation of Licensee's additional electronic equipment would require an upgrade of either the electrical or the HVAC system(s) in the Shelter to meet commercially reasonable power, emergency power and heat load requirements, Licensee may elect by written notice to Licensor either (i) to withdraw its request to install such additional equipment or (ii) to pay the cost of work necessary to improve the electrical and/or the HVAC system, as the case may be, of the Shelter to the extent required by the proposed installation of Licensee's additional equipment.

#### **19. Contract Support**

- (a) Upon written request of Licensor, Licensee will provide updated contact information including names, business phone numbers, after hours contact phone numbers and cell phone numbers for all Licensee personnel providing maintenance and repair to Licensee's Equipment.

#### **20. Utilities**

- (a) Licensor shall provide, and pay for, all electrical services, including stand-by emergency and commercial electrical power services, for all communication facilities at the Site, including the initial Licensee's Equipment shown on Exhibit A.

#### **21. FCC Licenses.**

- (a) Upon Licensee's receipt of written request from the Licensor, Licensee shall provide all FCC licenses applicable to Licensee's Equipment to the Licensor's Communications Site Manager. Licensee shall insure that all such FCC licenses are maintained in accordance with applicable laws.

#### **22. Radio Frequency Radiation ("RFR")**

- (a) Licensee will be responsible for all costs associated with all RFR field testing required by applicable laws with respect to Licensee's Equipment prior to final approval of this Agreement.
- (b) Should Licensee install additional equipment at the Facility after the date of this Agreement, Licensee will be responsible for all costs associated with additional RFR field testing and RFR surveys for the additional equipment required by applicable laws.
- (c) If any RFR studies required by applicable laws with respect to any additional equipment Licensee may install at the Facility demonstrate that the addition of such Licensee equipment causes the overall site RFR levels at the Facility to exceed the maximum exposure levels under applicable laws, Licensee must within 48 hours after Licensee's knowledge of such take such action as may be required to reduce the RFR levels to below the maximum exposure levels under applicable laws.

- (d) Prior to Licensee's installation of any additional equipment at the Facility, Licensee shall make commercially reasonable efforts to provide that all Licensee personnel installing such equipment with RFR safety awareness training and that all Licensee personnel climbing the Tower have been trained in accordance generally accepted practices in the communications tower industry. Licensee shall provide copies of any applicable personnel certifications to Licensor's Communication Site Manager upon written request therefor.

### **23. Interference**

- (a) For the purposes of establishing the rights and obligations under this Section 23, (i) Licensor represents that the only equipment on the Site as of the date of this agreement is Licensee's Equipment initially shown in Exhibit A and certain communications equipment owned by Licensor, (ii) Licensor and Licensee agree that Licensee's Equipment initially shown on Exhibit A has been in operation at the Site prior to the date of this Agreement, and (iii) Licensor acknowledges and agrees that as of the date of this Agreement the Licensee's Equipment does not interfere with any other equipment at the Site.
- (b) Any addition to or modification of Licensee's Equipment ("Modification") shall not interfere electronically with the communications equipment and uses which existed on the Site prior to such Modification ("Pre-Existing Use"), and Licensee in the operation of Licensee's Equipment shall comply with all non-interference rules of the Federal Communications Commission (FCC). It shall not be unreasonable for Licensor to condition any proposed Modification on such Modification not causing interference with a Pre-Existing Use. Licensee agrees to maintain all its equipment to operate within the manufacturers and FCC specifications.
- (c) In the event Licensee's installation or operation of a Modification interferes electronically with a Pre-Existing Use, Licensee shall, at its sole cost and expense, immediately cease the operation of the interfering Modification. In the event of Licensee's inability or refusal to immediately cease such interference, Licensor shall notify Licensee in writing of such interference and Licensee shall power down its equipment and/or cease operations with respect to the interfering Modification to correct and eliminate such interference within seventy-two (72) hours after Licensee's receipt of such notice. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to the affected user of the Pre-Existing Use, within a period of thirty (30) days following Licensor's initial notice (provided that during such 30 day period, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only), then Licensor may at its option, upon written notice to Licensee, immediately terminate this Agreement.
- (d) Licensor shall have the right to conduct interference and compatibility testing to determine whether any Modification is interfering with a Pre-Existing Use. Licensor will deliver a certification of any such test to Licensee at the location indicated in the "Notices" Paragraph hereof. If the testing determines that such Modification is interfering with a Pre-Existing Use, Licensee shall reimburse Licensor for all costs incurred by the Licensor to conduct such testing within thirty (30) days of the receipt of a bill from the Licensor.

- (e) Any notice required or desired to be given to Licensee regarding interference of any Modification with a Pre-Existing Use will include verifiable evidence of interference, given to Licensee by Licensor or by any site supervisor of Licensor, of such interference. Without restricting Licensee's obligations under this Agreement, Licensee indemnifies Licensor against all liability for the interference of any Modification with a Pre-Existing Use in violation of this Agreement.
- (f) Licensor agrees that Licensor and Licensor's future customers' use of the Site whose equipment is installed or modified subsequent to the Licensee's then-current operation of Licensee's Equipment thereon ("Subsequent Use") shall not, interfere with Licensee's then-current permitted operations. In the event that Licensee experiences interference caused by any Subsequent Use, Licensee shall notify Licensor in writing of such interference and Licensor shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within seventy-two (72) hours after Licensor's receipt of such notice. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to Licensee, within a period of thirty (30) days (provided that during such 30 day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then Licensee may, in addition to any other rights it may have for Licensor's breach hereof, terminate this Agreement. In the event that Licensor is notified of any interference experienced by Licensee alleged to be caused by a Subsequent Use on the Site, Licensor shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to Licensee, to eliminate such interference.

#### **24. Workmanship Standards**

- (a) The installation and maintenance of Licensee's Equipment shall be performed in a neat and workmanlike manner and shall conform to all applicable fire, safety and construction laws.

#### **25. Employees and Agents of Licensee**

- (a) It is understood and agreed that persons hired or engaged by Licensee shall be not be considered to be employees or agents of Licensor.

#### **26. Permits, Licenses and Taxes**

- (a) Licensee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain with respect to Licensee's Equipment or the Permitted Use, and Licensee shall pay for all fees and taxes levied or required by any authorized public entity with respect to Licensee's Equipment or other personal property. Licensor will reasonably cooperate with Licensee in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals. If this License creates a possessory interest subject to property taxation, Licensee shall pay any such property taxes to the extent applicable to such interest.
- (b) Licensee shall pay any personal property taxes directly attributable to Licensee's Equipment.

**27. Compliance with Laws**

- (a) Licensor and Licensee shall, each at its sole cost and expense, comply with the requirements of all local, state and federal statutes, laws, regulations, rules, ordinances and orders now in force or which may be hereafter in force, applicable to its equipment and use of the Site. The final judgment, decree or order of any Court of competent jurisdiction, or the admission of either party in any action or proceedings against such party, whether such party be a party thereto or not, that such has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the Site, shall be conclusive of that fact as between Licensor and Licensee.

**28. Binding on Successors**

- (a) Licensor and Licensee, and their respective assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

**29. Waiver of Performance**

- (a) No waiver by either party at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

**30. Severability**

- (a) The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

**31. Venue**

- (a) Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

**32. Attorney's Fees**

- (a) In the event of any litigation or arbitration between Licensee and Licensor to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

**33. Notices**

- (a) Any notices required or desired to be served by either party upon the other shall be in writing, and addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

**Licensee:**  
Southern California Gas Company  
555 West Fifth St., GT17E1

**Licensor:**  
County of Riverside  
Economic Development Agency



Los Angeles, CA 90013-1044  
Attn.: Real Estate Department  
Telephone: (213) 244-1200

Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

With copy to:  
Southern California Gas Company  
555 West Fifth St., GT14E7  
Los Angeles, CA 90013-1044  
Attn: Office of the General Counsel.  
Real Estate Counsel  
Telephone: (213) 244-1044

**County's Technical Site Supervisor/Manager:**  
Marianne Crane  
7195 Alessandro Blvd.  
Riverside, CA 92506

**County's Spectrum Manager**  
John Sarkissian  
6147 Rivercrest Dr.  
Riverside, CA 92507

**County's Real Property Agent**  
James Force  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

- (b) All notices shall be (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; or (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier; or (iii) sent by email or similar means, provided that a copy of the notice is also sent by one of the methods set forth in (i) or (ii) above, in which case notice shall be deemed delivered on transmittal by email or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices.

#### **34. Licensor's Representative**

- (a) Licensor hereby appoints the Assistant County Executive Officer/EDA as its authorized representative to administer this Agreement.

#### **35. Agent for Service of Process**

- (a) It is expressly understood and agreed that in the event Licensee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Licensee shall file with County's Assistant County Executive Officer of the Economic Development Agency, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this License, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Licensee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event Licensee may be personally served with such process out of this Licensor and that such service shall constitute valid service upon Licensee. It is further expressly understood and agreed that Licensee is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

### **36. Termination by Licensor**

- (a) Licensor shall have the right to terminate this Agreement in the event of a default by Licensee as provided in Section 38.

### **37. Termination by Licensee**

- (a) Licensee shall have the right to terminate this Agreement in the event Licensor defaults, or fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that Licensor shall have thirty (30) days in which to correct its breach or default after written notice thereof has been delivered to Licensor by Licensee; provided, further, that in the event such breach or default is not corrected within such thirty (30) day period, Licensee may elect to terminate this Agreement in its entirety immediately upon written notice to Licensor.

### **38. Default**

- (a) The following shall be deemed events of default by Licensee under this Agreement:
  - 1) The Fees provided for in this Agreement remain unpaid for twenty (20) days after delivery to Licensee of written notice that the Fees are overdue.
  - 2) Licensee fails to comply with any of the terms, conditions and covenants herein, (except Section 23 Interference, which shall govern in the event of frequency interference) and does not cure such default within thirty (30) days after delivery to Licensee of written notice thereof to Licensee, provided, however, that if the term, condition or covenant to be performed by Licensee is of such nature that the failure cannot be cured within the thirty (30) day period with reasonable diligence and in good faith, and if Licensee commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same, then such failure shall not be a default if it is cured within ninety (90) days after delivery of Licensor's notice.
  - 3) The non-renewal, revocation or cancellation of any construction permit and/or license required to be issued to Licensee by the FCC and/or, CPUC, or any other federal, state or local authority pursuant to applicable laws, for Licensee's Equipment or the Permitted Use.

### **39. Quiet Enjoyment**

- (a) Licensee shall have, hold and quietly enjoy the use of the Facility so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Agreement.

### **40. Free From Liens**

- (a) Licensee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, furnished to Licensee, in, upon, or about the Site, and which may be secured by a mechanics', materialmen's or other lien against the property of Licensor or Licensor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such

judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Licensee shall forthwith pay and discharge said judgment.

#### **41. Insurance**

(a) Without limiting or diminishing Licensee's obligation to indemnify or hold the Licensor harmless, Licensee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

- 1) **Workers' Compensation:** If the Licensee has employees as defined by the State of California, the Licensee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.
- 2) **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Licensee's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- 3) **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Licensee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 4) **Professional Liability Insurance:** Licensee shall maintain Professional Liability Insurance providing coverage for the Licensee's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Licensee's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Licensee shall purchase at their sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that

Licensee has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5) General Insurance Provisions - All lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Licensor Risk Manager. If the Licensor's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. The Licensee's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the Licensor Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Licensor, and at the election of the Licensor's Risk Manager, Licensee's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the Licensor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. Licensee shall cause Licensee's insurance carrier(s) to furnish the Licensor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Licensor Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Licensor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Licensor receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Licensee shall not commence operations until the Licensor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- iv. It is understood and agreed to by the parties hereto that the Licensee's insurance shall be construed as primary insurance, and the Licensor's insurance and/or

deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the Licensor reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the Licensor Risk Manager's reasonable judgment, the amount or type of insurance carried by the Licensee has become inadequate.
- vi. Licensee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. Licensee may elect to self-insure all or any portion of the risks that would otherwise be covered by the insurance policies required to be carried by Licensee under this Section 41, in which case Licensee shall assume and pay from its assets the costs, expenses, damages, claims, losses and liabilities arising from such self-insured risks to the same extent that the insurance company or companies would have insured such risks under the insurance policies required to be carried by Licensee under this Section 41. In the instances where Licensee's self-insured retention is in excess of the required limits of liability under this Section 41, Licensee is self-insured and shall be solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against Licensor that are covered by Licensee's insurance policies or contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, Licensor and Licensee hereby waive any rights each may have against the other on account of any loss or damage occasioned to Licensor or Licensee, their respective property, the Facility or the Site, arising from any risk to the extent covered by the insurance required hereunder. The parties each, on behalf of their respective insurance companies insuring the property of either Licensor or Licensee against any such loss, waive any right of subrogation that it may have against Licensor or Licensee, as the case may be. The foregoing waivers of subrogation shall be operative only so long as available without invalidating either Licensor's or Licensee's policy of insurance
- viii. Each party agrees to notify the other party of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **42. Condition of Site**

- (a) Licensor represents that it has no knowledge of hazardous materials on the Site or the property or nearby, nor does it have knowledge of spilled materials, underground fuel storage tanks, septic

or drain fields or buried wastes on or within the Facility or Site. Licensee, at its option and sole cost, may conduct a Phase I Hazardous materials study and Licensor agrees to cooperate in completion of such study. Otherwise, Licensee accepts the Facility "as is" and acknowledges that Licensor has made no representation whatever concerning the fitness of the Facility for the Permitted Use.

#### **43. Hold Harmless**

- (a) Licensor hereby agrees to indemnify, defend and hold harmless Licensee and its officers, directors, employees, shareholders, partners and affiliates from and against any and all claims, causes of action, lawsuits, damages, losses or expenses, including, without limitation, reasonable attorney's fees arising from personal injury, death or property damage caused by (i) Licensor's use, maintenance, presence on or occupation of the Site, (ii) the presence of Licensor's automobiles or equipment on the Site, and/or (iii) the sole negligence of Licensor; except that Licensor's indemnification obligations shall not include the negligence or willful misconduct of Licensee.
- (b) Licensee agrees to indemnify and hold harmless the Licensor and agrees to repair or pay for any damage proximately caused by reason of the Licensee's use of the Facility during the term of this Agreement, except to the extent that any such damages or expenses suffered by Licensor are the result of Licensor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Licensor.
- (c) If any party to this License is held liable upon any judgment for damages caused to third parties by a negligent, intentional or wrongful act or omission occurring in the performance of this Agreement and pays excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this Agreement. The pro rata share of each party shall be determined according to the comparative fault of the respective party (ies), as between them.
- (d) The specified insurance limits required in Section 41 herein shall in no way limit or circumscribe Licensee's obligations to indemnify and hold Licensor harmless as expressly provided in this Section 43.

#### **44. Assignment**

- (a) Licensee shall not have the right to assign, sublease or otherwise transfer in any manner this Agreement or Licensee's rights, duties or obligations herein, in whole or in part, without Licensor's consent, which shall not be unreasonably withheld, conditioned or delayed.
- (b) Licensor shall not encumber any of the Licensee's Equipment or other personal property at the Site.

#### **45. Hazardous Materials**

- (a) Licensee agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits

pertaining to the protection of human health and/or the environment applicable to Licensee's Equipment or the Permitted Use.

- (b) Licensee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Facility by Licensee, its agents, employees, contractors or invitees, except batteries in type and configuration approved by Licensor, coolants used for cooling systems and reasonable amounts of cleaning supplies or materials. Except as provided herein, Licensee shall not cause or permit any other material classified under applicable law as hazardous to be brought upon, kept or used in or about the Facility by Licensee, its agents, employees, contractors or invitees, without the prior written consent of Licensor, which consent shall not be unreasonably withheld so long as Licensee demonstrates to Licensor's reasonable satisfaction that such hazardous material is necessary to Licensee's use of the Facility.
- (c) During the term of this Agreement and any extensions thereof, Licensee shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Facility including, but not limited to, soil and groundwater conditions. Further, Licensee, its successors, assigns and sublicensee's, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Facility or transport to or from the Facility any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials"). For the purpose of this Agreement, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.
- (d) Licensor and Licensee agree that any hazardous material permitted on the Facility or the Site and all containers therefore shall be used, kept, stored and disposed of in a manner that complies with all applicable federal, state and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.
- (e) Upon termination of this Agreement and at the written request of Licensor, Licensee, at its sole cost and expense, shall remove in the manner required by law any storage tanks or other hazardous materials located upon the Facility solely as a result of Licensee's actions or the actions of Licensee's agents, employees, contractors or invitees.
- (f) As used herein, the term Hazardous Material means (a) any "hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products and their by-

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

- (g) Licensee agrees to indemnify and hold Licensor harmless from and against any expense, liability, claim, damage, cost or other obligation arising out of Licensee's failure to comply with any provision of this Section 45. The indemnification provided by Licensee shall include, but not be limited to, all costs of any work to abate any hazardous waste condition resulting from Licensee's, its agents', employees', contractors' or invitees' actions, and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees connected therewith. This indemnification does not extend to hazardous materials present on the Site and/or Facility solely as a result of Licensor's actions or the actions of Licensor's agents, employees, contractors or invitees or to any pre-existing condition on the Site. The covenants contained in this section shall survive the termination of this Agreement.

#### **46. Condemnation**

- (a) If all or any portion of the Site is taken by any public or quasi-public authority under the power of condemnation or eminent domain, this Agreement shall terminate as to that portion so taken on the date that such taking becomes final (the "Condemnation Date"). With respect to the remaining portion of the Site, Licensee may terminate this Agreement as of the Condemnation Date by delivering written notice to Licensor on or before the Condemnation Date, provided that if Licensee fails to deliver such written notice to Licensor on or before the Condemnation Date, then the License shall continue in full force and effect in accordance with this Agreement, provided that the Fees payable by Licensee for the remaining term of the Agreement shall be reduced in proportion to any reduction in Licensee's ability to use the Facility or Site. Any and all awards or damages granted in connection with such taking (the "Condemnation Award") shall belong to and be the sole property of Licensor.

#### **47. Entire Agreement**

- (a) This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements, licenses and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

#### **48. Interpretation of License**

- (a) The parties hereto negotiated this License at arm's length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against Licensor solely because it prepared this Agreement in its executed form.

#### **49. Future User's Obligation**

- (a) Intentionally omitted.



**50. Supersedure**

(a) Effective as of the date hereof, this Agreement supersedes and terminates any prior license or other agreement between the Licensor and the Licensee with respect to the Site or the Facility, including without limitation the 2010 License.

**51. Subrogation**

(a) Intentionally omitted.

**52. Essence of Time**

Time is of the essence for each and all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date written below.

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

SOUTHERN CALIFORNIA GAS COMPANY,  
a California corporation

By: Jeff Stone  
Jeff Stone, Chairman  
Board of Supervisors

By: Jim Seifert  
Name: Jim Seifert

Its: Manager – Real Estate, Land Services and  
Facilities  
San Diego Gas & Electric Company  
Duly Authorized Agent for Southern California  
Gas Company

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM:  
Pamela Walls  
County Counsel

By: Patricia Munroe  
Patricia Munroe  
Deputy County Counsel

JRF:mr/121113/BG002/15.995

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## Exhibit A – Customer Application

Site Name	Big Maria Communication Site	Application Type	New <input type="checkbox"/>	Modification Existing <input checked="" type="checkbox"/>	Date	11/16/2012
County Site Manager	Tony Dellinger					
Phone Number	951-955-0587	Latitude / Longitude	33°45'3.63"N114°31'26.86"W			
Site Description	The Site consists of the telecommunications tower and equipment pad located in the COUNTY of Riverside, CA. The access road is owned and controlled by Bureau of Land Management					
Legal Description (if available)						
<b>CUSTOMER SITE INFORMATION</b>						
Customer Name/Org	Southern California Gas Company / Computing Infrastructure					
Customer Site Name	Big Maria Communication Site	Customer Site Num	1066 L1			
Summary of Work to be completed on Site: None. Southern California Gas Company currently uses this site and equipment has been installed. This application is for a renewal of the license agreement.						
<b>PROJECT CONTACT INFORMATION</b>						
Primary Contact	Martha Solano				Only POC for Deliverables	<input type="checkbox"/>
Company/Organization	Southern California Gas Company					
Address, City, State, Zip	555 West Fifth Street, GT17E1, Los Angeles, CA 90013-1044					
Office Phone	((213) 244-2211	Email	msolano@SempraUtilities.com		Cel	(213) 407-1905
<b>CUSTOMER ADDITIONAL CONTACT INFORMATION</b>						
	<b>Firm or Contact Name</b>	<b>Email</b>			<b>Phone</b>	
RF Engineer	R Russell Fritsch	RFritsch@semprautilities.com			323 780-5487	
Construction PM						
Other						
<b>DELIVERABLES TO BE SENT TO</b>						
Agreement-Draft/Final	Martha Solano	msolano@SempraUtilities.com			949-494-4866	
Company / Organization	Southern California Gas Company					
Address	555 West Fifth Street, GT17E1, Los Angeles, CA 90013-1044					
Legal Entity Name	Southern California Gas Company, a California corporation					
Signatory Full Name/Title	Jim Seifert / Manager- Real Estate, Land Services and Facilities					
Address, City, State, Zip	Southern California Gas Company 555 West Fifth Street, GT17E1, Los Angeles, CA 90013-1044					
Attn: Full Name	Real Estate Department				213-244-1200	
WITH A COPY TO:	Southern California Gas Company 555 West Fifth St., GT14E7 Los Angeles, CA 90013-1044 Attn: Office of the General Counsel, Real Estate Counsel				(213) 244-5002	

**NOTE:** Based on the customer requirements, the following analyses may be required, for which the customer will be responsible for all costs.

**Tower Analysis      Electrical Analysis      BTU Analysis  
Intermodulation Studies**

Comsearch, Prior Coordination Notice (PCN) County WO#152272 4/1/1996 was completed in 1996 and site is currently licensed to Southern California Gas Company as **WPNC579**

**Radio Frequency Radiation Studies (required by FCC Regulation)**

## Exhibit A – Customer Application

GROUND SPACE REQUIREMENTS				
Dimensions	Length (ft)	Width (ft)	Height (ft)	Or Sq. Ft
Primary Contiguous Lease Area				
Minimum space required if requested area not available				
Inside Shelter <input type="checkbox"/> x <input type="checkbox"/> Floor DIMS Needed	4 Feet	2 Feet	90 Inches	
Custom Shelter <input type="checkbox"/> Dimensions				
Pad for Shelter <input type="checkbox"/> Dimensions				
Stoop <input type="checkbox"/> Dimensions				
Outdoor Cabinets <input type="checkbox"/> Dimensions				
Pad for Cabinets <input type="checkbox"/> Dimensions				
RACK SPACE REQUIREMENTS				
Equipment Manufacturer <b>Radio Rack: Harris MCD, DVM6-45 Repeater (1 Rack) and Charger Rack: Ratelco/C&amp;D DC power system (1 rack)</b>				
Equipment Measurements <b>Radio rack = 21.25" wide x 21.0" deep x 90" high Charger Rack = 24.25" wide x 24" deep x 90" high</b>				
BACKUP POWER REQUIREMENTS				
<b>GENERATOR NOT REQUIRED</b> <input type="checkbox"/>		RivCo Shared Generator <input checked="" type="checkbox"/>	Shared Generator Peak Usage Requested (kw)	2.5 kW
Customer Generator Location		Inside Custom Shelter <input type="checkbox"/>	Inside <input type="checkbox"/> or Outside <input type="checkbox"/> Primary Lease Space	
Manufacturer			Make/Model	
Fuel Type			Capacity (kw)	
Add'l lease area required for backup power	Dimensions			
Pad for Generator <input type="checkbox"/>	Dimensions			
Fuel Tank <input type="checkbox"/>	Tank Size (gal) <input type="checkbox"/>	Dimensions		
Pad for Fuel Tank <input type="checkbox"/>	Dimensions			
<b>Notes:</b>				
FOR COUNTY SITE MANAGER USE				
<b>Setback Requirements:</b>				
SECONDARY GROUND LEASE AREA REQUIREMENTS (i.e. for additional dish, antenna, etc., beyond area describe above)				
Will supplementary ground space be needed to accommodate additional equipment?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
POWER/TELCO REQUIREMENTS				
Power provided by	Utility Company Direct <input type="checkbox"/>	County Provided <input checked="" type="checkbox"/>	Avg Monthly Power Consumption	2.5 KWH units
Telco/Interconnect Requirements	POTS <input type="checkbox"/>	T1 <input type="checkbox"/>	Microwave <input type="checkbox"/>	Fiber Optic <input type="checkbox"/>
TRANSMITTER SPECIFICATIONS (& RECEIVER)				
Transmitter/Receiver Type	Microwave #1	Microwave #2		
Qty of Transmitters/Receivers	2 Tx/2Rx	2Tx/2Rx		
Manufacturer	Harris MCD (Now Aviat Networks)	Harris MCD (Now Aviat Networks)		
Type & Model	DVM6-45 MHS	DVM6-45 MHS/SD		
Type of Technology	Digital Microwave Radio	Digital Microwave Radio		
Tx Power Output	30 dBm	30 dBm		
ERP (watts)	67.3 dBm	67.3 dBm		
Electric Service Req'd (amps/volts)	220 VAC 20 Amps	220 VAC 20 Amps		

## Exhibit A – Customer Application

ANTENNA EQUIPMENT SPECIFICATION						
Equipment Type	Dish/Radome	Dish/Radome				
Installation Status	In operation since 1996	In operation since 1996				
RAD Center AGL (ft)	9.1 m TX/RX	9.1 m TX/RX 17 m RX				
Equip Mount ht (ft)	9.1 m	9.1 m/17 m				
Equip Mount Type	Microwave mount	Microwave mount				
Equip Manufacturer	Andrew Corp	Andrew Corp				
Equip Model #	PL8-65D	PL8-56D				
Equip Dimensions (HxWxD) (ft or in)	8'x8'x5' Approx	8'x8'x5' Approx				
Equip Weight (per item, in lbs)	447 lbs	447 lbs				
Equip Quantity	1	2				
Azimuths/Direction of Radiation	214.1 Deg.	028.0 Deg				
Qty in each azimuth/sector	1	2				
TX Frequency	6745.0 MHz	6605.0 MHz				
RX Frequency	6585.0 MHz	6765.0 MHz				
Is equip using unlicensed frequencies?	No	No				
Antenna Gain	65 dBi	65 dBi				
Total # of lines for equipment in column	1 each EW-63	2 each EW-63				
Line Qty in each azimuth / sector	1	2				
Line Type	Elliptical Waveguide EW-63	Elliptical Waveguide EW-63				
Line Diameter / Size	50mm x 30 mm	50mm x 30 mm				
Removing Equipment (if applicable)	NA	NA				
Additional Installation Notes: This equipment has been in place since 1996.						