

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



**ITEM:** 3.23  
(ID # 28344)

**MEETING DATE:**  
Tuesday, January 13, 2026

**FROM :** FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Business Lease Agreement between the County of Riverside and the Santa Rosa Band of Cahuilla Indians for the Toro Peak Communication Site, in the County of Riverside, California Environmental Quality Act (CEQA) Exempt Pursuant to State CEQA Guidelines Sections 15301 Class 1 - Existing Facilities and 15061(b)(3), "Common Sense" Exemption; District 4. [\$594,808 - PSEC 100%] (Clerk to File Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 Class 1 - Existing Facilities and 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Business Lease Agreement (Agreement) between the County of Riverside (County) and the Santa Rosa Band of Cahuilla Indians, a federally recognized Indian Tribe (Tribe) for the Toro Peak Communication Site, and authorize the Chair of the Board to execute the Agreement on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:Policy**


  
Vincent Yzaguirre 12/23/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: January 13, 2026  
xc: FM-RE, Recorder, State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>
<b>COST</b>	\$33,024	\$44,863	\$594,808	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: PSEC 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2025/26-37/38</b>	

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

**BACKGROUND**

**Toro Peak Summary:**

The County of Riverside (County), for the benefit of its Public Safety Enterprise Communications (PSEC) program, operates the Toro Peak Communication Site (Property) identified with Assessor Parcel Number (APN): 636-350-012, under the Business Lease Agreement which was effective June 26, 2012 between the Santa Rosa Band of Cahuilla Indians (Tribe) and the County.

This new Business Lease Agreement (Agreement) is intended to terminate and replace the pre-existing Business Lease Agreement to be in accordance with the Santa Rosa Band of Cahuilla Indians First Amended and Restated Leasing Regulations of 2021. These new regulations were originated by the Tribe and approved by the United States Department of the Interior, Assistant Secretary of Indian Affairs due to a change in their internal approval process. The regulations fall in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH Act), which provides Tribal governments additional authority and autonomy in negotiating and executing lease agreements.

The Agreement is summarized as follows:

- Rent:** Quarterly payments beginning at \$8,811.21. 3% annual escalator thereafter.
- Square Footage:** 2,950 Square Feet of ground lease area.
- Lessee:** County of Riverside
- Lessor:** Santa Rosa Band of Cahuilla Indians
- Term:** Commencing upon full execution through October 1, 2037
- Options to Extend:** One (1) twenty-five (25) year extension, exercised by County sixty (60) days prior to expiration.

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

**Maintenance:** Leased Premise maintained by County, access road costs to be split evenly between Tribe and County.

**Custodial:** None

**Utilities:** County pays electricity.

**California Environmental Quality Act**

Pursuant to the California Environmental Quality Act (CEQA), the Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15601(b)(3), "Common Sense" Exemption. The proposed project, the Agreement, is the extension of letting of property involving existing facilities.

**Impact on Residential and Businesses**

The Toro Peak Communication Site is part of the Public Safety Enterprise Communications program and allows for improved communication coverage in the area.

**ATTACHMENTS:**

- Business Lease Agreement
- Notice of Exemption
- Aerial Map
- Financial Exhibits

MC003  
FM042463000300

  
Evangelina Gregorio EO, Principal Mgmt Analyst 1/5/2026

  
Aaron Gettis, Chief Deputy County Counsel 12/31/2025



**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
 2724 Gateway Drive  
 Riverside, CA 92507  
 (951) 486-7000  
 www.rivcoacr.org

**Receipt: 26-10587**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202600022
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
	F&G Notice of Exemption Fee	\$50.00
<b>Total</b>		<b>\$50.00</b>
Tender (On Account)		\$50.00
Account#	CEQARIVCOFM	
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT	
Balance	\$7,287.75	



2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

RECEIPT NUMBER: 26-10587
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE FACILITIES	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 01/13/2026
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER E-202600022

PROJECT TITLE

TORO PEAK COMMUNICATION SITE LEASE AGREEMENT WITH SANTA ROSA BAND OF CAHUILLA INDIANS

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE FACILITIES	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-4820
PROJECT APPLICANT ADDRESS 3450 14TH STREET,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency    
  School District    
  Other Special District    
  State Agency    
  Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$4,227.50 \$ \_\_\_\_\_  
 Mitigated/Negative Declaration (MND)(ND) \$3,043.75 \$ \_\_\_\_\_  
 Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,437.25 \$ \_\_\_\_\_

- Exempt from fee  
 Notice of Exemption (attach)  
 CDFW No Effect Determination (attach)  
 Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ \_\_\_\_\_  
 County documentary handling fee \$ \_\_\_\_\_ \$50.00  
 Other \$ \_\_\_\_\_

PAYMENT METHOD:

- Cash    
  Credit    
  Check    
  Other

TOTAL RECEIVED \$ \_\_\_\_\_ \$50.00

SIGNATURE <b>X</b> <i>C. Sandoval</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy <b>Cassandra Sandoval</b>
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**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Toro Peak Communication Site Lease Agreement with Santa Rosa Band of Cahuilla Indians**

**Accounting String: 524830-47220-7200400000 - FM042463000300**

DATE: January 5, 2026

AGENCY: Riverside County Facilities Management (CEQARIVCOFM)

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: **Mike Sullivan, Facilities Management**

Signature: 

PRESENTED BY: **Justin Celis Real Property Agent III, Facilities Management**


-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: - **Cassandra Sandoval**

DATE: - **JAN 13 2026**

RECEIPT # (S) - **26 - 10587**

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY		
<b>F I L E D / P O S T E D</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-20260022 01/13/2026 01:08 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

## NOTICE OF EXEMPTION

January 5, 2026

**Project Name:** Toro Peak Communication Site Lease Agreement with Santa Rosa Band of Cahuilla Indians

**Project Number:** FM042463000300

**Project Location:** End of Santa Rosa Road, approximately 4.2 miles south of State Route 74 Pines to Palms Highway, Toro Peak Mountain Center, California, Assessor's Parcel Number (APN) 636-350-012

**Description of Project:** The County of Riverside (County), for the benefit of its Public Safety Enterprise Communications (PSEC), operates the Toro Peak Communication Site, identified by Assessor's Parcel Number 636-350-012, located at the top of Toro Peak in Mountain Center, California (Property). The County of Riverside has requested a Lease Agreement (Lease Agreement) for their communication needs and will utilize the County's tower space without interfering with other tenants. This benefits both the County and the tribe by enhancing public safety for the community.

The Lease Agreement with the Santa Rosa Band of Cahuilla Indians, has a term until 2037 and is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease Agreement.



# Document Root (Read-Only)

## Selected Document

### 2026010326 - NOE - Toro Peak Communication Site Lease Agreement with Santa Rosa Band of Cahuilla Indians

Riverside County  
Created - 1/13/2026 | Submitted - 1/13/2026 | Posted - 1/13/2026 | Received - 1/13/2026 | Published - 1/13/2026  
Whitney N Mayo

## Document Details

### Public Agency

Riverside County

### Document Type

Notice of Exemption

### Document Status

Published

### Title

Toro Peak Communication Site Lease Agreement with Santa Rosa Band of Cahuilla Indians

### Document Description

The County of Riverside (County), for the benefit of its Public Safety Enterprise Communications (PSEC), operates the Toro Peak Communication Site, identified by Assessor's Parcel Number 636-350-012, located at the top of Toro Peak in Mountain Center, California (Property). The County of Riverside has requested a Lease Agreement (Lease Agreement) for their communication needs and will utilize the County's tower space without interfering with other tenants. This benefits both the County and the tribe by enhancing public safety for the community.

The Lease Agreement with the Santa Rosa Band of Cahuilla Indians, has a term until 2037 and is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

## Attachments (Upload Project Documents)

**3.23 - NOE - Toro Park Lease.pdf**

## Contacts

County of Riverside Facilities Management - *Mike Sullivan*

3450 14th Street  
Riverside, CA 92501  
Phone : (951) 955-4820  
msullivan@rivco.org

## Regions

Southern California

## Counties

Riverside

**Cities**

unincorporated Mountain Center area of Riverside County

**Location Details**

**Parcel Number** - 636-350-012

**Other Location Info**

End of Santa Rosa Road, approximately 4.2 miles south of State Route 74 Pines to Palms Highway, Toro Peak Mountain Center, California, Assessor's Parcel Number (APN) 636-350-012

**Notice of Exemption****Exempt Status**

Categorical Exemption

**Type, Section Number or Code Number**

15301

**Reasons why project is exempt**

The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease Agreement.

This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the continued use of an existing communication site. The project will not substantially increase or expand the use of the site and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

Therefore, the County of Riverside Facilities Management 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.

**Exempt Status**

Other

**Type, Section Number or Code Number**

15061(b)(3)

**Reasons why project is exempt**

The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease Agreement.

In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. 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.

Therefore, the County of Riverside Facilities Management 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.

**County Clerk(s)**

Riverside

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**SCH Number 2026010326**

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**From** Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>

**Date** Tue 1/13/2026 1:02 PM

**To** Mayo, Whitney <WMayo@Rivco.org>

Hello,

Thank you for submitting your notice through CEQA Submit. Your document has been successfully published.

To view your submission, use the following link.

<https://cegasubmit.lci.ca.gov/Document/Index/328558/1>

Please contact the SCH with any questions at [state.clearinghouse@lci.ca.gov](mailto:state.clearinghouse@lci.ca.gov).

Thank you,



**Thomas Hubbard** | *he/him*

Jr. CEQA Analyst

**[Governor's Office of Land Use and Climate Innovation](#)**

*Formerly known as the Governor's Office of Planning and Research*

[Thomas.Hubbard@lci.ca.gov](mailto:Thomas.Hubbard@lci.ca.gov)

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**\*\*Note:** No reply, response, or information provided constitutes legal advice.

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## BUSINESS LEASE AGREEMENT

This Business Lease Agreement (“Agreement”) is made and entered into effective as of JAN 13, 2025 by and between the Santa Rosa Band of Cahuilla Indians, a federally recognized Indian tribe (“Lessor” or “Tribe”) and the County of Riverside, a political subdivision of the State of California (“Lessee” or “County”), referred to herein as “Parties.”

### RECITALS

A. WHEREAS, the Parties previously entered a business lease agreement (“Pre-Existing Business Lease Agreement”) effective June 26, 2012 for the same leased premises and leasing purposes as this Agreement;

B. WHEREAS, the Pre-Existing Business Lease Agreement was approved pursuant to 25 U.S.C. Section 415 and the federal regulations set forth at 25 C.F.R. Part 162 by the Regional Director, Pacific Region, Bureau of Indian Affairs as lease number 5006141237;

C. WHEREAS, under the Pre-Existing Business Lease Agreement, Lessee received the right and proceeded to construct, install, operate, and maintain a self-supporting tower with attached microwave 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 identified leased premises;

D. WHEREAS, the Parties entered a First Amendment to the Pre-Existing Business Lease Agreement to revise the effective date of the Pre-Existing Business Lease Agreement to October 1, 2012, to amend or clarify that the obligation to pay rent would commence on October 1, 2012, and that the annual three percent (3%) escalation would become due on October 1 of each subsequent year, and to replace the rent schedule in Attachment 4 of the Pre-Existing Business Lease Agreement with an amended rental schedule referred to as Attachment 4 – Revision 1;

E. WHEREAS, the Parties entered a Second Amendment to Pre-Existing Business Lease Agreement to update payment terms, though this Second Amendment did not receive approval by the Secretary of the Interior or his or her authorized representative as required by the Pre-Existing Business Lease Agreement;

F. WHEREAS, this Agreement is intended to terminate and replace the Pre-Existing Business Lease Agreement as amended and is made under the provisions of and in accordance with the Santa Rosa Band of Cahuilla Indians First Amended and Restated Leasing Regulations of 2021 (“SRBCI Leasing Regulations”), which were adopted under authority granted to the Tribe by the U.S. Congress in the Helping Expedite and Advance Responsible Tribal Homeownership Act of 2012 (the “HEARTH Act”) and were approved by the Assistant Secretary – Indian Affairs on February 7, 2022.

G. WHEREAS, it is the intention of the parties that upon execution of this Agreement, the Pre-Existing Business Lease Agreement will be terminated pursuant to paragraph 30 herein.

NOW THEREFORE, the Parties hereby agree as follows:

**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 SE1/4 of the NW1/4 of Section 36, T.7S, R.5E, SBM, 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 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; Option to Renew**

The initial term of this Agreement shall be from the date of execution until October 1, 2037 ("Initial Term"). Lessee shall have an option to extend this Agreement ("Option to Renew") for one (1) period of twenty-five (25) years ("Renewal Term"), provided that Lessee notifies Lessor in writing at least sixty (60) days in advance of the expiration of the Initial Term of Lessee's

intention to exercise this Option to Renew, and provided further that Lessee is not in an uncured default. The parties may agree to mutually terminate this Agreement prior to the expiration of the then current term by entering into a mutual termination agreement.

#### **4. Rent**

- (A) 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**. The Rental Schedule reflects an annual escalation of rent in the amount of Three Percent (3.0%) over the amount of rent due in the previous year. Rental payments shall be due quarterly, on the first day of each quarterly payment period, without prior notice or demand, payable directly to the Santa Rosa Band of Cahuilla Indians per instructions furnished in writing to Lessee by Lessor. 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. Lessor shall issue a Notice of Violation to Lessee if Lessee fails to make a timely rental payment. This provision shall not be construed to relieve the Lessee of its obligation to make timely rental payments. Lessee shall maintain documentation of lease payments that are sufficient to enable the Secretary of the Interior or his/her authorized representative ("Secretary") to discharge the trust responsibility of the United States.
- (B) Upon Lessee's exercise of its Option to Renew, either Party may exercise the right to adjust the base rent for the Renewal Term to a fair annual rental value 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; if neither Party elects in writing to adjust the base rent through the written appraisal process, then the base rent for the first year of the Renewal Term shall be an amount that is Three Percent (3.0%) greater than the rental amount for the final year of the Initial Term. During the Renewal Term, there shall be an annual escalation of rent in the amount of Three Percent (3.0%) over the amount of rent due in the previous year, beginning with the base rent for the first year of the Renewal Term. Based on the base rent established for the renewal period, the parties may adopt a written rental schedule for the Renewal Term.

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

- (A) 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 including those required by applicable federal, state, tribal, or local law.

- (B) Lessee shall have unrestricted and non-exclusive access to the Site and exclusive use of the Leased Premises for the purposes of approved construction and installing antennas and equipment on Lessee's tower and related facilities and operating and maintaining Lessee's equipment and facilities (including the shelter building, attached antennas, emergency power generator, propane tank, and connecting cables and conduit equipment). Lessee shall also have non-exclusive use of the Access Easement described in Paragraph 1. Attachment 1 shows the Site and Access Survey. Lessor shall furnish Lessee with necessary keys to locking 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.
- (C) 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 applicable law, ordinance, regulation, 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 approval shall not be unreasonably withheld, conditioned, or delayed.
- (D) 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 as existing as of the effective date of this Agreement in order to accommodate a non-governmental entity's antennas and operating equipment on the Leased Premises, at the time Lessor's approval is granted, the parties shall agree to a reasonable amount of additional rent payable to Lessor.
- (E) 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.

- (F) Lessee has arranged, and will arrange, for provision of electric power for its facilities, including its tower, antennas and operating equipment, located on Toro Peak. Lessor will reasonably cooperate with Lessee on providing power to the facilities, but has no obligation to arrange for provision of electric power to Lessee's facilities on Toro Peak.
- (G) 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. section 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.
- (H) 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, cancellation, 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 in a condition satisfactory to the Tribe. At its option, Lessor may require Lessee at Lessee's expense to remove all or part of the structural improvements installed on the Leased Premises with the Leased Premises restored as closely as possible to their condition before construction of the permanent improvements, provided that Lessee shall not be required to remove any foundation or underground utility facilities that exist three feet (3') or more below grade. Because of the location and topography of the Leased Premises, significant funding and coordination is required to complete restoration and the County shall have six (6) months to complete restoration following termination of the Agreement. Should Lessee anticipate that more time will reasonably be needed for restoration, Lessee may make a written request to Lessor for up to an additional six (6) month period to complete restoration, which Lessor may approve in its discretion by a written response. In the event Lessee does not remove any or some of its permanent improvements, Lessor has the right, at its sole discretion, to take possession of and title to such permanent improvements.

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) Lessor and Lessee will collaborate on maintenance of the United States Forest Services access road to Toro Peak and Santa Rosa Peak. The Lessor will perform maintenance activities using its equipment and staff and request that Lessee perform any additional necessary maintenance activities. At the end of Lessee's fiscal year, Lessee shall invoice Lessor for fifty percent (50%) of the costs for Lessee maintenance activities that Lessor requested during the prior fiscal year. Lessor shall reimburse Lessee for the invoiced amount within 30 days. Past due reimbursement shall bear interest at a rate of ten percent (10%) per annum from the due date until paid. The Parties intend to seek a commitment from the United States Forest Service to contribute a share of maintenance costs for the road.

Lessee shall maintain the Leased Premises in good condition and appearance and free of debris. In performing ongoing maintenance and operations of its facilities and equipment, including antennas, 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 or otherwise on the Reservation. Lessee and its employees, agents and contractors shall not commit any waste in or about the Leased Premises or Site or on or about the access roadway to and from the Leased Premises.

- (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. **[RESERVED]**

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) 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 communications configurations, equipment, or frequencies, then upon receiving written notice of such from Lessee, 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 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 in its reasonable discretion 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, and the United States, 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 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 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 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, land movement, vandalism, or theft), 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 and 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, and the United States, as named insureds. Evidence of such coverage shall be furnished to Lessor immediately upon the policy's issuance and delivery to Lessee. The One Million Dollars (\$1,000,000) in coverage referenced above in this subparagraph is a minimum amount, and in all events the applicable coverage amount shall be an amount that is commercially reasonable according to commercially reasonable standards at the time of obtaining or renewing an applicable insurance policy.

**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**

(A) Lessee shall bear sole responsibility for ensuring compliance with all environmental protection requirements related to all its uses of the Site and Leased Premises 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:

- (1) Causing or contributing to soil erosion or damaging forage or timber growth thereon;
  - (2) Polluting air or water;
  - (3) Damaging improvements owned by the Tribe or its members, or other lessees; and/or
  - (4) 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.
- (B) Given that Lessee will continue the current use of the tower, equipment, and related facilities on the Leased Premises and given that no construction or new improvements are planned, the parties believe that the occupancy and use of the Leased Premises set forth in this Lease the Parties will request a Categorical Exclusion under the Environmental Review Process set forth in Chapter 400 of the SRBCI Leasing Regulations. In the event reports, surveys, site assessments, and other information or documentation are needed to facilitate compliance with applicable environmental, cultural resource, and land use requirements, as appropriate, Lessee will provide such, and any failure by Lessee to cooperate with a tribal request to make appropriate records, reports or information available for tribal inspection and duplication may be treated as a violation of this Agreement.

**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, tribal, 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 – or as applicable, update its – 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, tribal, 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 (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 defend, indemnify and hold harmless Lessor, its Tribal Council, officers, employees, agents, contractors, successors and assigns, and the United States, from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the Lessee’s use, handling, treatment, removal, transportation, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Leased Premises, regardless of fault, 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 (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 applicable law, 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 regulations, 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 enforcement of this provision shall be at the discretion of the Lessor.

**16. Unlawful Use**

Lessee shall not use or permit or cause to be used any part of the Site or Leased Premises for any unlawful conduct or purpose whatsoever, nor shall Lessee create or allow any nuisance, illegal activity, or negligent use or waste of the Leased Premises. 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, including 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 then, only as consistent with the SRBCI Leasing Regulations, including Chapter 500. No such sublease, license, transfer, or assignment shall be valid or binding without the express written consent or approval of Lessor 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 County governmental entities to co-locate antennas on the tower and to place operating equipment within the Leased Premises and may charge such users a pro rata share of the Lessee's operating costs for the tower and related facilities. Such permitted arrangements with other governmental entities shall not be deemed a sublease or license requiring the prior written consent of Lessor. 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 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, the Lessor shall not 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 (and of its sureties) under this Agreement are enforceable by the

United States (so long as the Leased Premises remain in federal trust or restricted status) as well as Lessor.

- (B) Lessee shall furnish the Lessor 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 advised of any change of person(s) authorized to represent Lessee and execute documents on behalf of Lessee and shall furnish the Lessor 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, at any reasonable time, 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 on the date placed for delivery if sent by mail, certified mail, return receipt requested, or sent by overnight courier to persons at the addresses set forth below. 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.

<p><b>Santa Rosa Band of Cahuilla Indians</b></p> <p>(If by United States mail) Santa Rosa Band of Cahuilla Indians P.O. Box 391820 Anza, CA 92539</p> <p>(If by personal delivery or courier) Santa Rosa Band of Cahuilla Indians 65200 Hwy 74 Mountain Center, CA 92561</p> <p>Telephone: (951) 659-2700 Fax: (951) 659-2228</p>	<p><b>County of Riverside</b></p> <p>County of Riverside Facilities Management Real Estate Division 3450 14th Street, Suite 200 Riverside, California 92501 Attn: PSEC Lease Administrator</p> <p>Telephone: 951-955-1428 Email: <a href="mailto:FM-Leasing@rivco.org">FM-Leasing@rivco.org</a></p>
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**21. Default**

If Lessee commits a material breach of any monetary obligation set forth herein, Lessor shall provide notice of the breach to Lessee. If Lessee does not cure within ten (10) days after receipt of Notice, Lessor may, in its sole discretion, terminate or 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 termination or 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. All other violations of this Agreement shall be acted upon in accordance with the regulations set forth in Chapter 200 of the SRBCI Leasing Regulations.

**22. Condition of Leased Premises at End of Lease; No Holdover by Lessee**

Except as otherwise agreed by the parties in writing, Lessee shall, within six (6) months 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, if any, and restore the Leased Premises and any other Site disturbances to the condition in which they existed prior to Lessee's occupancy, subject to the provisions of paragraph 5 herein. If Lessee fails to do so by the required removal date, Lessor may 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. Holding over by Lessee is not permitted, and Lessee remaining in possession of the Leased Premises after expiration, termination, or cancellation of this Agreement will constitute a trespass.

**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.

**24. Validity**

The execution of this Agreement, and any modification or amendment hereto, by the Tribal Chairperson or other authorized tribal officer, with Tribal Council approval, serves for the purposes of the Tribe entering the lease as the lessor and approving the lease under the SRBCI Leasing Regulations. Approval of any proposed modification or amendment to this Agreement may not be considered by the Lessor unless the Agreement is in good standing.

**25. Approval by Lessor**

Whenever a provision of this Agreement requires the acceptance, consent, or approval of the Lessor, 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 so long as the original intention of the leasing instrument remains.

**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.

**30. Termination of Pre-Existing Lease Agreement**

The parties recognize pursuant to section 109 of the SRBCI Leasing Regulations that execution of a lease by the Tribal Chairperson or other authorized tribal officer, with Tribal Council approval, serves for purposes of the Tribe entering this Agreement as Lessor and approving this Agreement under these Regulations. Upon the respective parties both entering into this Agreement, by mutual consent and agreement of the parties, the Pre-Existing Business Lease Agreement is hereby terminated effective upon the date of full execution of this Agreement or as

of the effective date of this Agreement, whichever is later. Given that the termination as set forth in this paragraph is mutual, the parties believe no further action is required to terminate the Pre-Existing Business Lease Agreement and it is not necessary for the Bureau of Indian Affairs to cancel or take other similar action relating to the Pre-Existing Business Lease Agreement; in the event any further steps or actions beyond entering this Agreement are required, the parties agree to cooperate and take such reasonable steps as may be necessary to terminate (or to request Bureau of Indian Affairs' cancellation of) the Pre-Existing Business Lease Agreement.


**31. Miscellaneous**

- (A) Lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements relating to the Leased Premises and this Agreement.
- (B) Lessee agrees that if historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Agreement, all activity in the immediate vicinity of the properties, resources, remains or items will cease, and the Lessee will contact the Tribe to determine how to proceed and appropriate disposition.
- (C) This Agreement, and any other lease document, if any, will be provided to the Bureau of Indian Affairs for recording in the Land Titles and Records Office.

[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

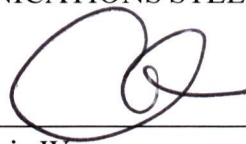
By:   
Name: Steven Estrada  
Its: Tribal Chairman

Dated: 8/8/25

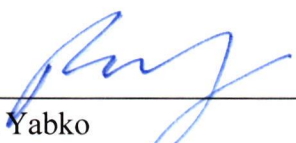
**LESSEE:**  
COUNTY OF RIVERSIDE, a political subdivision  
of the state of California

  
By: **KAREN SPIEGEL**  
Chair, Board of Supervisors


PUBLIC SAFETY ENTERPRISE  
COMMUNICATIONS STEERING COMMITTEE

By:   
Chris Wagner  
Chairman

**APPROVED AS TO FORM:**  
COUNTY COUNSEL

By:   
Ryan Yabko  
Deputy County Counsel

**ATTEST:**  
CLERK OF THE BOARD  
Kimberly Rector

By:   
DEPUTY

## 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



Attachment 2



Attachment 3



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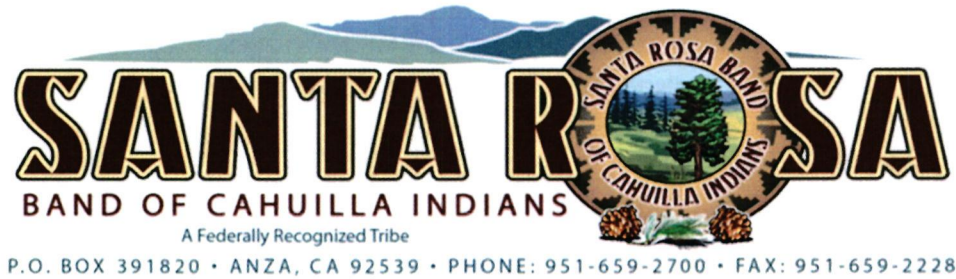
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Attachment 4

The annual escalation in rent of 3.0% over the rental amount for the previous year takes effect on October 1 of each year. For example, the annual rent listed for the year 2025 takes effect on October 1, 2025. Rent payments due under the Agreement will begin with the first quarterly payment due date listed below that falls on or after the effective date of the Agreement.

<u>YEAR</u>	<u>ANNUAL RENT</u>	<u>QUARTERLY RENT</u>	<u>PAYMENT AMOUNTS DUE AT BEGINNING OF SPECIFIC QUARTERS</u>
2024	\$34,218.27	\$8,554.57	10/1/2024: \$8,554.47 1/1/2025: \$8,554.47 4/1/2025: \$8,554.47 7/1/2025: \$8,554.47
2025	\$35,244.82	\$8,811.21	10/1/2025: \$8,811.21 1/1/2026: \$8,811.21 4/1/2026: \$8,811.21 7/1/2026: \$8,811.21
2026	\$36,302.16	\$9,075.54	10/1/2026: \$9,075.54 1/1/2027: \$9,075.54 4/1/2027: \$9,075.54 7/1/2027: \$9,075.54
2027	\$37,391.22	\$9,347.81	10/1/2027: \$9,347.81 1/1/2028: \$9,347.81 4/1/2028: \$9,347.81 7/1/2028: \$9,347.81
2028	\$38,512.96	\$9,628.24	10/1/2028: \$9,628.24 1/1/2029: \$9,628.24 4/1/2029: \$9,628.24 7/1/2029: \$9,628.24
2029	\$39,688.35	\$9,917.09	10/1/2029: \$9,917.09 1/1/2030: \$9,917.09 4/1/2030: \$9,917.09 7/1/2030: \$9,917.09

<u>YEAR</u>	<u>ANNUAL RENT</u>	<u>QUARTERLY RENT</u>	<u>PAYMENT AMOUNTS DUE AT BEGINNING OF SPECIFIC QUARTERS</u>
2030	\$40,858.40	\$10,214.60	10/1/2030: \$10,214.60 1/1/2031: \$10,214.60 4/1/2031: \$10,214.60 7/1/2031: \$10,214.60
2031	\$42,084.15	\$10,521.04	10/1/2031: \$10,521.04 1/1/2032: \$10,521.04 4/1/2032: \$10,521.04 7/1/2032: \$10,521.04
2032	\$43,346.67	\$10,836.67	10/1/2032: \$10,836.67 1/1/2033: \$10,836.67 4/1/2033: \$10,836.67 7/1/2033: \$10,836.67
2033	\$44,647.07	\$11,161.77	10/1/2033: \$11,161.77 1/1/2034: \$11,161.77 4/1/2034: \$11,161.77 7/1/2034: \$11,161.77
2034	\$45,986.49	\$11,496.62	10/1/2034: \$11,496.62 1/1/2035: \$11,496.62 4/1/2035: \$11,496.62 7/1/2035: \$11,496.62
2035	\$47,366.08	\$11,841.52	10/1/2035: \$11,841.52 1/1/2036: \$11,841.52 4/1/2036: \$11,841.52 7/1/2036: \$11,841.52
2036	\$48,787.06	\$12,196.77	10/1/2036: \$12,196.77 1/1/2037: \$12,196.77 4/1/2037: \$12,196.77 7/1/2037: \$12,196.77



## **STAFF REPORT**

### **ENVIRONMENTAL REVIEW PROCESS: REVIEW / CATEGORICAL EXCLUSION DETERMINATION**

Under Chapter 400, Santa Rosa Band of Cahuilla Indians  
First Amended and Restated Leasing Regulations of 2021  
("Tribal Leasing Regulations")

August \_\_, 2025

#### **I. INTRODUCTION AND EXECUTIVE SUMMARY**

The Tribe proposes entering a new lease under the Tribe's approved HEARTH Act leasing regulations for a communications tower with the County of Riverside as the lessee. With approval from the Tribal Council, and subsequently being signed by both parties, this proposed new lease will replace the existing lease with the County of Riverside for the same communications tower, entered and approved in 2012 under the BIA leasing regulations at 25 CFR Part 162.

The Tribe's leasing regulations require environmental review for proposed leases pursuant to Chapter 400 of those regulations. In certain circumstances, after an initial environmental review, the Tribe may determine that a Categorical Exclusion applies. Where a Categorical Exclusion applies, additional environmental review (including performing an Environmental Assessment) is not required.

As documented by this report, tribal staff determines and concludes that a Categorical Exclusion from further environmental review applies for the proposed new lease with the County of Riverside. The communications tower is already constructed and operational, and the plan is for the County of Riverside to continue using its communications tower at

the same location on tribal land. Accordingly, a Categorical Exclusion is appropriate as the communications tower use of the tribal land under the proposed new lease is continuing an existing use and there is no planned change in land use.

## II. GENERAL

**DELEGATED TRIBAL  
STAFF CONDUCTING  
REVIEW:**

Vanessa Minott

**PROPOSED LESSEE:** County of Riverside

**PROPOSED LEASED  
PREMISES:**

An area of ground space sized approximately fifty feet (50') by fifty-nine feet (59') for the County of Riverside's exclusive use ("Leased Premises") located on and within the NW1/4 of the SE1/4 of the NW1/4 of Section 36, T.7S, R.5E, SBM, Riverside County, California on Toro Peak, as further shown and described in Attachment 1 to the proposed lease. (Note: Within the same Site where the Leased Premises is located, the proposed lease grants the County 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 ("Temporary Staging Area").

**PROPOSED USE:** Communications tower and related equipment and facilities

**OVERVIEW  
COMMENTS:**

With respect to the same tribal land, in 2012, the County of Riverside, as lessee, and the Tribe, as lessor, entered a business lease for the installation and operation of a communications tower and related equipment and facilities at Toro Peak ("2012 Lease"). The 2012 Lease was reviewed under the BIA leasing regulations at 25 CFR Part 162 and approved by the BIA Regional Director for the Pacific Region as lease number 5006141237. Now, the County of

Riverside and the Tribe intend to enter the new proposed lease under the Tribal Leasing Regulations for the same uses. The 2012 Lease and the proposed lease pertain to the same Leased Premises as well as the identical Access Easement and Temporary Staging Area. The County's communications tower and related equipment and facilities are presently in place on, and being operated and maintained by, the County. Under the proposed lease, the pre-existing communications tower and other equipment and facilities will continue to be operated and maintained, and there is no planned change in land use, and no new construction is planned or anticipated.

**DETERMINATION:** Categorical Exclusion is applicable.

### **III. SECTION 402 ENVIRONMENTAL REVIEW**

#### **A. IDENTIFICATION AND EVALUATION OF POTENTIAL ENVIRONMENTAL EFFECTS OF THE PROPOSED ACTION (Section 402(a) and (b) of Tribal Leasing Regulations)**

- Evaluation of potential environmental effects or impacts on the environment of any action related to the proposed lease.
- Evaluation of the significance of all identified potential environmental effects of the proposed action, utilizing the standards of significance set forth in the Tribal Leasing Regulations.

**Identify any action related to the proposed lease that may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment:**

No grading, excavations, or installations of structural improvements are planned or anticipated as the communications tower and related equipment and facilities are presently located and operating on the tribal land subject to the proposed lease.

Any maintenance or periodic modifications, upgrades or additions (e.g., a new antenna) are presently permitted through the process set forth in the 2012 Lease,

as is the use and operation of the communications tower and related equipment and facilities, and it is not anticipated that any such continuing or future use, operations, maintenance, modifications, upgrades or additions under the proposed lease will cause a direct physical change or a reasonably foreseeable indirect change in the environment, including with respect to limited transportation to and from the area in relation to carrying out such activities.

Based on the planned continuing uses of this tribal land for the existing communications tower and related equipment and facilities (and in light of the multiple years on which the communication tower and related equipment and facilities have been situated at the same location), neither direct physical changes nor reasonably foreseeable indirect changes in the environment are anticipated, including with respect to environmentally sensitive areas and natural resources.

**B. IDENTIFY WHICH ELEMENTS OF THE ENVIRONMENT MAY BE AFFECTED BY THE ANTICIPATED ACTION**

**The following checklist identifies which elements of the environment need to be evaluated if they may be affected by the anticipated lease-related action:**

(1) Anticipated adverse effects to air quality, minerals, and land:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(2) Anticipated adverse effects to water resources (surface and ground water, water quality, water quantity, water uses and rights):

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(3) Anticipated adverse effects to floodplains or wetlands:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(4) Anticipated adverse effects to biological resources (wildlife, vegetation, ecosystems and biological communities):

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(5) Anticipated adverse effects to cultural, archeological, and historic resources:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(6) Anticipated adverse effects on agriculture, hunting, fishing, gathering, timber harvesting, mining, or recreational uses of land:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(7) Whether the proposed Action would jeopardize threatened or endangered species:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(8) Anticipated adverse effects on visual resources, scenic views, and wilderness values:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

Note: The planned uses involve the continuing operation of an existing communications tower at Toro Peak. Though the tower is visible, this does not have or cause a significant

effect on the environment, and the uses were previously approved and predate the proposed lease.

(9) Anticipated generation of excessive noise, vibrations, light, or glare:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(10) Anticipated adverse effects on transportation networks.

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(11) Anticipated adverse traffic impacts.

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(12) Anticipated adverse effects on public health and safety:

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(13) Anticipated adverse effects on the economic and social conditions of the tribal community.

- Not Affected
- Probably Adversely Affected
- Adversely Affected

(14) Anticipated adverse effects upon minority and low-income populations as defined in Executive Order 12898 (Environmental Justice):

- Not Affected
- Probably Adversely Affected

**IV. CATEGORICAL EXCLUSION FROM ENVIRONMENTAL ASSESSMENT**

- Section 402(c) of the Tribal Leasing Regulations lists exceptions that serve as a basis for categorically excluding certain types of actions or activities from a requirement to prepare an Environmental Assessment.

**A. CATEGORICAL EXCLUSION DETERMINATION**

It is determined that the proposed communications tower lease with the County of Riverside, and related actions and activities, receive a CATEGORICAL EXCLUSION from a requirement to prepare an Environmental Assessment. This determination is based on two exceptions set forth in Section 402(c) of the Tribal Leasing Regulations:

- (1) EXISTING FACILITIES. A Categorical Exclusion applies for “Existing Facilities” as follows: “The operation, repair, maintenance, transfer, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of entering into the Lease.” Tribal Leasing Regulations § 403(c)(1).
- (2) NO PLANNED CHANGE IN LAND USE. A Categorical Exclusion applies for “No Planned Change in Land Use” as follows: “Existing land use will continue with no planned change in land use....” Tribal Leasing Regulations § 403(c)(7).

Both exceptions squarely apply to the planned uses, actions and activities under the proposed lease, which involve continued operation and maintenance of the existing communications tower and related equipment and facilities.

**B. DETERMINATION THAT THE EXCEPTIONS TO A CATEGORICAL EXCLUSION DO NOT APPLY**

Section 402(c)(8) of the Tribal Leasing Regulations sets forth five exceptions to Categorical Exclusions:

- (1) Location (when the action may be significant in a particularly sensitive environment).

- (2) Cumulative Impact (when the cumulative impact of successive actions of the same type in the same place is significant).
- (3) Unusual Circumstances (where there is a reasonable possibility that the action will have a significant effect on the environment due to unusual circumstances).
- (4) Hazardous Waste Sites (when the action is located on a site which is officially designated as a hazardous waste site).
- (5) Historical or Cultural Resources (when the action may cause a substantial adverse change in, or significant effect to, an historical or cultural resource).

Tribal Leasing Regulations § 402(c)(8)(a)-(e).

Each of these exceptions was considered with respect to the application of the Categorical Exclusion regarding the proposed lease with the County of Riverside. It is determined that none of these exceptions are applicable.

V. **CONCLUSION**

Based on the findings and determinations set forth in this report, the Tribe entering and approving the proposed communications tower lease with the County of Riverside falls within bases for, and qualifies for, a Categorical Exclusion under Chapter 400 (Environmental Review Process) of the Tribal Leasing Regulations.

Respectfully Submitted:

By: 

Name: Vanessa Minott

Title: Tribal Administrator

# Exhibit A

**FY 2025/26**

**Toro Peak Communication Site  
71225 Forestry Road, Mountain Center CA**

## ***ESTIMATED AMOUNTS***

### **Total Square Footage to be Leased:**

Current Leased Space:	2,950 SQFT	
Approximate Cost per SQFT (Jul-Sep)	\$ -	
Approximate Cost per SQFT (Oct-Jun)	\$ 1.00	
Lease Cost per Month (Jul-Sep)	\$ -	
Lease Cost per Month (Oct-Jun)	\$ 2,937.07	
Total Lease Cost (Jul-Sep)		\$ -
Total Lease Cost (Oct-Jun)		\$ 26,433.63
<b>Total Estimated Lease Cost for FY 2025/26</b>		<b>\$ 26,433.63</b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.20	
Estimated Utility Costs per Month	\$ 590.00	
Total Estimated Utility Cost (Jul-Sep)		\$ -
Total Estimated Utility Cost (Oct-Jun)		\$ 5,310.00
<b>Total Estimated Utility Cost for FY 2025/26</b>		<b>\$ 5,310.00</b>
FM Lease Management Fee as of 07/01/2025	4.84%	\$ 1,279.39
<b>TOTAL ESTIMATED COST FOR FY 2025/26</b>		<b>\$ 33,023.02</b>

# Exhibit B

FY 2026/27

Toro Peak Communication Site  
71225 Forestry Road, Mountain Center CA

## **ESTIMATED AMOUNTS**

### **Total Square Footage to be Leased:**

Current Leased Space:	2,950 SQFT	
Approximate Cost per SQFT (Jul-Sep)	\$ 1.00	
Approximate Cost per SQFT (Oct-Jun)	\$ 1.03	
Lease Cost per Month (Jul-Sep)	\$ 2,937.07	
Lease Cost per Month(Oct-Jun)	\$ 3,025.18	
Total Lease Cost (Jul-Sep)		\$ 8,811.21
Total Lease Cost (Oct-Jun)		\$ 27,226.62
<b>Total Estimated Lease Cost for FY 2026/27</b>		<b>\$ 36,037.83</b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.20	
Estimated Utility Costs per Month	\$ 590.00	
Total Estimated Utility Cost (Jul-Jun)		\$ 7,080.00
FM Lease Management Fee as of 07/01/2025	4.84%	\$ 1,744.23
<b>TOTAL ESTIMATED COST FOR FY 2026/27</b>		<b>\$ 44,862.06</b>

## Exhibit C

**FY 2027/28 - FY 2037/38**  
**Toro Peak Communication Site**  
**71225 Forestry Road, Mountain Center CA**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Leased Space:

2,950 SQFT

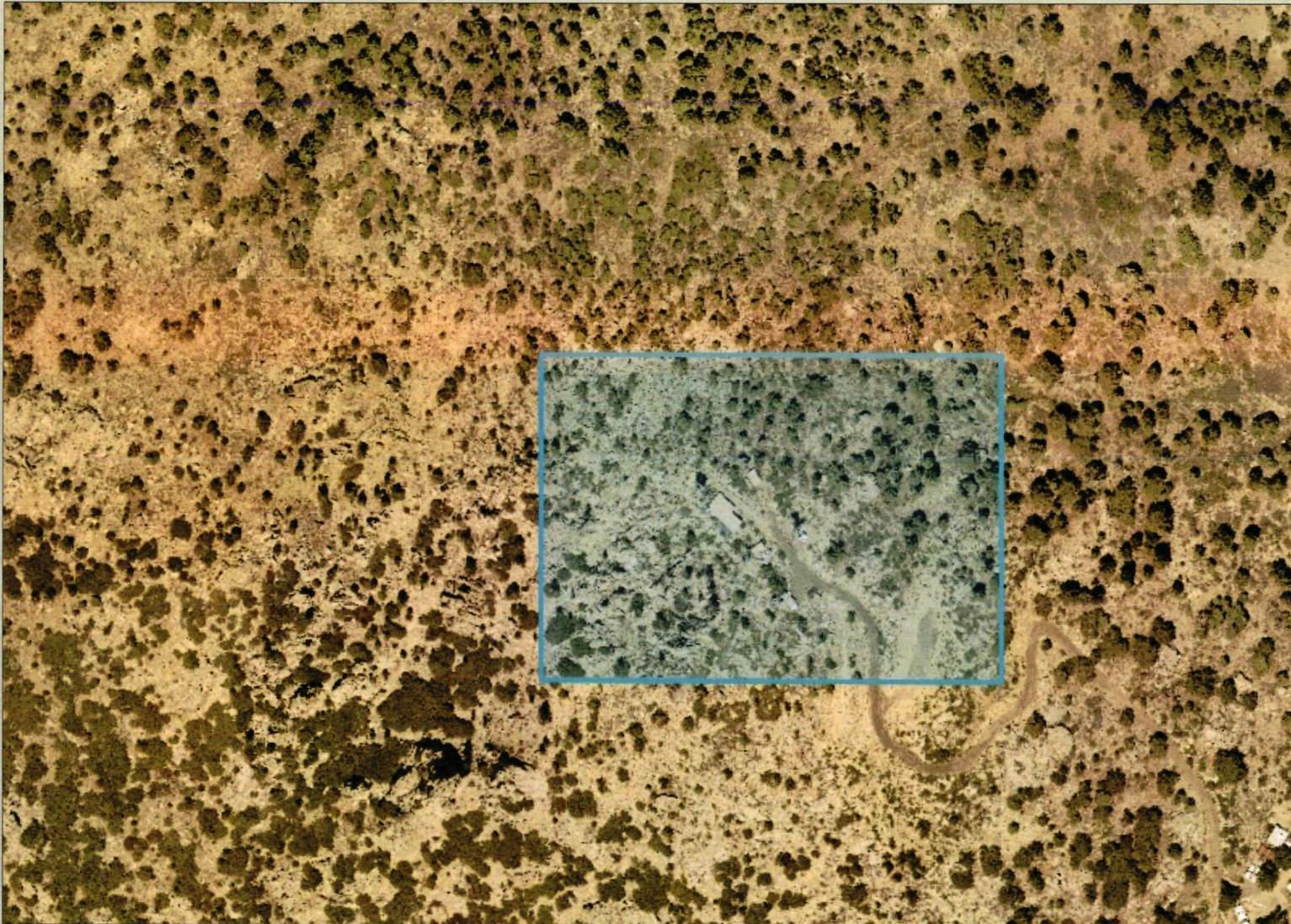
	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	FY 2031/32	FY 2032/33	FY 2033/34	FY 2034/35	FY 2035/36	FY 2036/37	FY 2037/38
Approximate Cost per SQFT (Jul-Sep)	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.12	\$ 1.15	\$ 1.19	\$ 1.22	\$ 1.26	\$ 1.30	\$ 1.34	\$ 1.38
Approximate Cost per SQFT (Oct-Jun)	\$ 1.06	\$ 1.09	\$ 1.12	\$ 1.15	\$ 1.19	\$ 1.22	\$ 1.26	\$ 1.30	\$ 1.34	\$ 1.38	\$ -
Lease Cost per Month (Jul-Sep)	\$ 3,025.18	\$ 3,115.94	\$ 3,209.41	\$ 3,305.70	\$ 3,404.87	\$ 3,507.01	\$ 3,612.22	\$ 3,720.59	\$ 3,832.21	\$ 3,947.17	\$ 4,065.59
Lease Cost per Month (Oct-Jun)	\$ 3,115.94	\$ 3,209.41	\$ 3,305.70	\$ 3,404.87	\$ 3,507.01	\$ 3,612.22	\$ 3,720.59	\$ 3,832.21	\$ 3,947.17	\$ 4,065.59	\$ -
Total Lease Cost (Jul-Sep)	\$ 9,075.54	\$ 9,347.81	\$ 9,628.24	\$ 9,917.09	\$ 10,214.60	\$ 10,521.04	\$ 10,836.67	\$ 11,161.77	\$ 11,496.62	\$ 11,841.52	\$ 12,196.77
Total Lease Cost (Oct-Jun)	\$ 28,043.42	\$ 28,884.72	\$ 29,751.26	\$ 30,643.80	\$ 31,563.11	\$ 32,510.01	\$ 33,485.31	\$ 34,489.87	\$ 35,524.56	\$ 36,590.30	\$ -
<b>Total Estimated Lease Cost for FY 2027/28 - FY 2037/38</b>	<b>\$ 37,118.96</b>	<b>\$ 38,232.53</b>	<b>\$ 39,379.50</b>	<b>\$ 40,560.89</b>	<b>\$ 41,777.71</b>	<b>\$ 43,031.05</b>	<b>\$ 44,321.98</b>	<b>\$ 45,651.64</b>	<b>\$ 47,021.19</b>	<b>\$ 48,431.82</b>	<b>\$ 12,196.77</b>
<b><u>Estimated Additional Costs:</u></b>											
Utility Cost per SQFT	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
Estimated Utility Costs per Month	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00	\$ 590.00
Total Estimated Utility Cost	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 7,080.00	\$ 1,770.00
FM Lease Management Fee as of 07/01/2025 4.84%	\$ 1,796.56	\$ 1,850.45	\$ 1,905.97	\$ 1,963.15	\$ 2,022.04	\$ 2,082.70	\$ 2,145.18	\$ 2,209.54	\$ 2,275.83	\$ 2,344.10	\$ 590.32
<b>TOTAL ESTIMATED COST FOR FY 2027/28 - FY 2037/38</b>	<b>\$ 45,995.52</b>	<b>\$ 47,162.98</b>	<b>\$ 48,365.47</b>	<b>\$ 49,604.04</b>	<b>\$ 50,879.76</b>	<b>\$ 52,193.75</b>	<b>\$ 53,547.16</b>	<b>\$ 54,941.18</b>	<b>\$ 56,377.01</b>	<b>\$ 57,855.92</b>	<b>\$ 14,557.09</b>

**F11 Total Cost**

**\$ 594,807.86**

# Toro Peak Communication Site

71225 Forest Road NF7S02



## Legend

-  County Boundary
-  City Boundaries
- County Centerline Names
- Blueline Streams
-  City Areas



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

0 263 527 Feet

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## Notes

District: 4  
APN: 636-350-012  
Leased area highlighted in blue.