



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: January 20, 2026

Agenda Item: 11M.

Submitted By: Finance and Administrative Services

Prepared By: Brian Brower, Assistant City Manager

Subject:

CONSIDERATION OF A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY CUSTOMS AND BORDER PROTECTION AGENCY FOR THE INSTALLATION AND OPERATION OF A MARITIME SURVEILLANCE SYSTEM ON CITY-OWNED LAND AT THE RESERVOIR 5 COMMUNICATIONS SITE (APN 690-502-16 AND 690-502-12), AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

The Lessee will pay the costs related to the installation, operation, and maintenance of the system, including electrical utility services that are required for Lessee to carry out the permitted use.

Summary:

If adopted, Resolution 26-17 will approve, and authorize the City Manager to execute, a site lease agreement with the Department of Homeland Security Customs and Border Protection Agency (CBP) for the purpose of installing and operating a maritime surveillance system at the Reservoir 5 Communications Site to address public health and safety concerns arising out of illegal vessel landing activities along the local shoreline.

Background:

At the February 4, 2025 meeting of the City Council, staff was given direction to communicate with CBP to gauge interest and feasibility in placing ocean-facing surveillance cameras within the City of San Clemente (City) to better protect public health and safety concerns arising out of illegal vessel landing activities along the local shoreline.

Over the following months, City staff participated in multiple meetings with CBP staff, including site visits to the Maritime Coordination Center (MCC) in Long Beach, CA, as well as exploring various locations within the City. After conducting site visits within San Clemente at the Avenida Salvador Reservoir 5 Communications Site and various locations along the beach.

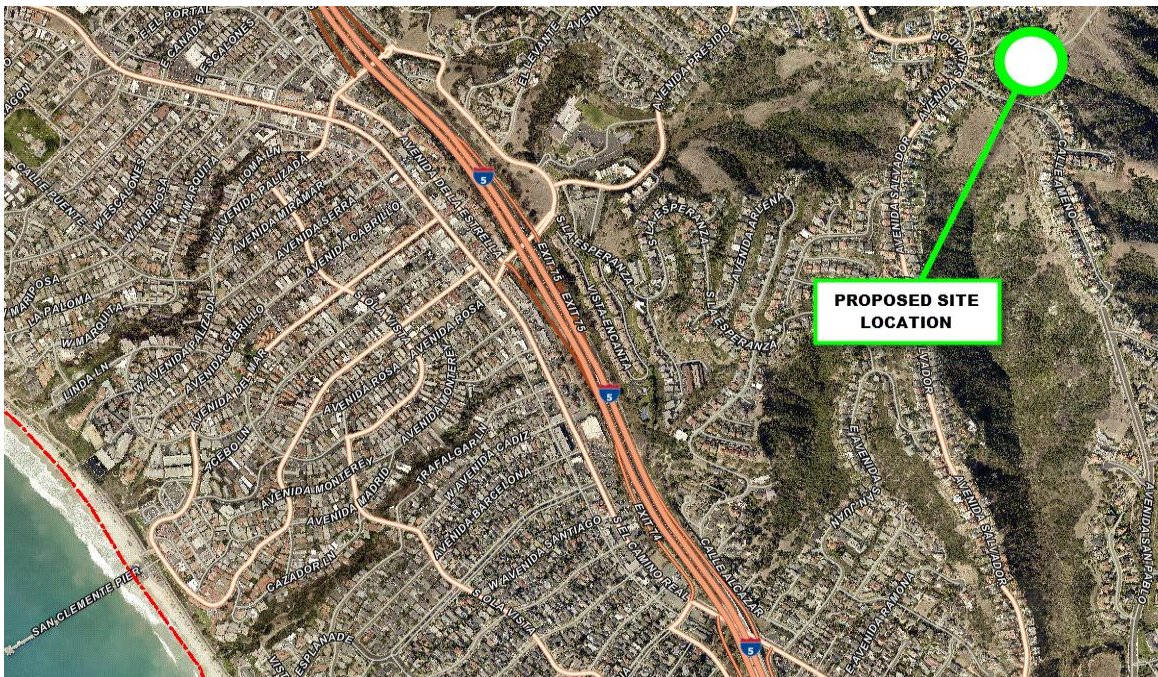
CBP representatives presented the opportunity to implement a maritime surveillance system located at a high vantage point in San Clemente to observe vessel activity off the coast. This system includes a wide base, tall mast, and a collection of equipment including radar, camera, sensor, and communication hardware. Preliminary discussions were focused on the elevated location at the Avenida Salvador Reservoir 5 Communications Site, although surveillance installations located near the shoreline were also considered.

Discussion:

At the November 18, 2025 Council Meeting, the City Council was presented with a draft site lease agreement for the installation and operation of the proposed maritime surveillance system. The City Council directed staff to further negotiate with CBP and finalize an agreement with terms and conditions more clearly defined and better aligned with City interests, as well as addressing concerns relating to resident privacy.

Through subsequent discussions, CBP reiterated that Reservoir 5 Communications Site is the preferred location for an effective installation, due to a superior viewshed up and down the coast, and an elevated perspective that allows visibility into offshore waters. Despite range and view limitations, discussions are ongoing regarding a secondary installation near the shoreline, with consideration to locations on the pier or along the coastal bluff. However, the agreement being proposed in Resolution No. 26-17 relates only to the specific location at the Reservoir 5 Communications Site, which is shown in Figure 1 below:

Figure 1 - General Site Lease Location



The lease being proposed includes terms and conditions better aligned with City priorities than the prior draft, including a clearly defined permitted use, the Lessee being responsible for utility costs throughout the agreement, and language requiring the Lessee to obtain City approval for any substantial alterations to the installation. The key terms of the lease are summarized below:

- Location on Reservoir 5 Communications Site, in the area totaling approximately 256 square feet (16' x 16') as identified in Exhibit A-2, and A-3 of the lease.

- Permitted Use defined as use of the site to deploy, construct, operate, maintain, repair and remove a relocatable surveillance tower system, as depicted in in Figure 2 below.

Figure 2 – Portable Tower System



- Five-year term, with (3) five-year renewal options.
- Lessee will pay a one-time fee of \$10, in addition the expense of electricity over the life of the agreement. Similar to existing communications installations such as the Orange County 800mHz system (OCFA, OCSD, and SC public Safety communications), and the South Orange County Volunteer Radio group (RACES), entities whose facilities provide a clear public benefit or address public health and safety concerns do not pay rent as would a commercial lessee.
- Lessee will establish their own electrical utility connection and pay all related costs over the life of the agreement.

- Lessee will pay for all equipment, installation, maintenance, repair, and removal costs.

The system(s) being proposed would be owned, operated, maintained and controlled solely by the federal government, with no shared system access provided to City staff or local law enforcement. However, CBP staff has indicated that certain information gathered by the system, such as identification of a vessel in distress, could be shared with local authorities.

The City expressed concern over the privacy of residents and the desire to have oversight or the ability to observe the system in-use, as a means to ensure the residential areas are not being surveilled. In regard to a City representative observing the system in-use, CBP has stated that the system user interface is proprietary and requires special clearance to be viewed, presenting a challenge to this request. In response to privacy concerns, CBP has stated the system would be configured to avoid scanning residential areas that fall into the scan viewshed, focusing the system on the marine environment. CBP has maintained the purpose of the system is specifically maritime surveillance, and the system would be singularly focused on offshore activities. However, there may be an instance in which there is an active smuggling event, detected by the system at sea, in which the subsequent smuggling event traverses through the residential neighborhoods. In such a case, the system may continue to track and monitor. To restrict this functionality would be contrary to the spirit and intent of the deployment. Therefore, they cannot make such a contractual obligation.

Pursuant to the Final Updated Surplus Land Act (SLA) Guidelines, dated August 1, 2024, the leasing of the small section of the property as proposed is for agency use (i.e., public health and safety) and does not constitute a disposition of public land, and therefore the requirements of the SLA are not applicable to the proposed agreement.

Council Options:

- 1 Adopt Resolution No. 26-17, approving, and authorizing the City Manager to execute, the lease agreement with CBP for a maritime surveillance system as presented to City Council on January 20, 2026, and finding the actions are categorically exempt from the California Environmental Quality Act.
- 2 Modify and Adopt Resolution No. 26-17.
- 3 Direct staff to further negotiate with CBP and return to the City Council with a modified form of the lease agreement for review and approval.
- 4 Direct staff to discontinue coordination with CBP for placement of a maritime surveillance system within the City.
- 5 Continue the item for further information or direction.

Environmental Review/Analysis:

The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) under Class 3, Section 15303 of the state CEQA Guidelines (14 CCR 15303) because it

consists of the construction and location of a new, small facility or structure on an existing communications site with no direct or foreseeable indirect significant impact on the environment.

Recommended Actions:

Staff Recommendation

STAFF RECOMMENDS that the City Council adopt Resolution No. 26-17, which will:

1. Determine that the actions are categorically exempt from the California Environmental Quality Act (CEQA) under Class 3, Section 15303 of the state CEQA Guidelines (14 CCR 15303); and
2. Approve, and authorize the City Manager to execute, the lease agreement with Department of Homeland Security Customs and Border Protection Agency (CBP) for a maritime surveillance system at the Reservoir 5 Communications Site.

Attachment:

1. Resolution No. 26-17
2. Exhibit A - Lease Agreement

Notification:

None.

RESOLUTION NO. 26-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH THE WITH DEPARTMENT OF HOMELAND SECURITY CUSTOMS AND BORDER PROTECTION AGENCY FOR THE INSTALLATION AND OPERATION OF A MARITIME SURVEILLANCE SYSTEM ON CITY-OWNED LAND AT THE RESERVOIR 5 COMMUNICATIONS SITE (APN 690-502-16 AND 690-502-12), AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND FINDING THE ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, at the February 4, 2025 meeting of the City Council, staff was given direction to communicate with the Department of Homeland Security Customs and Border Protection Agency (CBP) to gauge interest and feasibility in placing ocean-facing surveillance cameras within the City of San Clemente (City) to better address public health and safety concerns arising out illegal vessel landing activities along the local shoreline; and

WHEREAS, over the following months, City staff participated in multiple meetings with CBP staff, including site visits to the Maritime Coordination Center (MCC) in Long Beach, CA, as well as exploring various locations within the City; and

WHEREAS, CBP representatives have presented the opportunity to implement a maritime surveillance system located at a high vantage point in San Clemente to observe vessel activity off the coast; and

WHEREAS, CBP has indicated that constructing and installing the proposed maritime surveillance system will require a lease agreement to ensure long-term access and use of the site; and

WHEREAS, the system(s) being proposed would be owned, operated, maintained and controlled solely by the federal government; and

WHEREAS, there is a clear and unquantifiable public benefit to the residents of San Clemente for the proposed maritime surveillance system; and

WHEREAS, the proposed lease agreement is for the public health and safety, which is in the best interest of City and the public and constitutes an agency use of the property.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. The above recitals are true and correct and incorporated herein fully by reference.

SECTION 2. Based on the record as whole, the action is hereby determined to be categorically exempt from the California Environmental Quality Act (CEQA) under Class 3, Section 15303 of the state CEQA Guidelines (14 CCR 15303) because it consists of the construction and location of a new, small facility or structure on an existing communications site with no direct or foreseeable indirect significant impact on the environment.

SECTION 3. The Lease Agreement between the City of San Clemente and the Department of Homeland Security Customs and Border Protection Agency (CBP) for the use of installing and operating a maritime surveillance system at the Reservoir 5 Communications Site are hereby approved.

SECTION 4. The City Manager is hereby authorized and directed to execute the Lease Agreement with CBP in a form substantially similar to that presented to the City Council on January 20, 2026.

SECTION 5. The City Manager, or the City Manager's designee, is hereby authorized and directed to carry out any and all additional, other and further actions as are necessary and proper to accomplish the purpose and intent of this resolution, including, but not limited to executing such documents as are necessary and proper to effectuate the installation of a maritime surveillance system at the Reservoir 5 Communications Site.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of _____, _____.

ATTEST:

City Clerk of the City of
San Clemente, California

Rick Loeffler, Mayor of the City of
San Clemente, California

STATE OF CALIFORNIA)
 COUNTY OF ORANGE) §
 CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 26-17 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

 CITY CLERK of the City of
 San Clemente, California

Approved as to form:

 Elizabeth A. Mitchell, City Attorney



**LEASE
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION, AS LESSEE
AND
City of San Clemente, CA, AS LESSOR**

THIS LEASE, which is entered into under the authority of 8 U.S.C. § 1103(b), is made and entered into upon the date of U.S. government signature written below, by and between the City of San Clemente, CA, whose interest in the property hereinafter described is that of fee simple owner, hereinafter called the “Lessor,” and the United States of America, by and through U.S. Customs and Border Protection, who together with their agents, representatives, employees, contractors and subcontractors, shall collectively hereinafter be called “Lessee.”

WITNESSETH: The parties hereto covenant and agree as follows:

WHEREAS, Lessee seeks to lease certain real property, together with a right of access thereto, that is owned by Lessor in the County of Orange County, State of California;

WHEREAS, Lessor is willing to lease said property to Lessee; and

WHEREAS, the purpose of this Lease is to allow Lessee to deploy, construct, operate, maintain, repair and remove a relocatable tower site.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Site.** Lessor is the fee simple owner of the property that is the subject of this Lease, identified in the Orange County property records as permanent parcel number 690-502-16 (the “Property”). The site consists of a portion of the Property totaling approximately 256 sq. ft. (16’ x 16’) in area to be used for a relocatable tower site, as depicted on Exhibit A, A-2, and A-3, attached hereto and incorporated herein by reference (the “Site”). The approximate relevant coordinates for the Site are: Latitude 33.431011, and Longitude -117.597618 (City of San Clemente AST Maritime Tower).
2. **Permitted Use.** During the term of this Lease, Lessee shall have exclusive (except as otherwise provided herein) use of the Site to deploy, construct, operate, maintain, repair and remove a relocatable surveillance tower system (the “Permitted Use”). The Site will be substantially similar to that depicted on the generic Exhibit B attached hereto and made a part hereof. The work that may be performed at the Site is described in Exhibit C, attached hereto and incorporated herein by reference. Unless otherwise agreed to by the parties, any and all improvements, equipment, or property that are placed upon the Site by Lessee shall remain the property of Lessee and upon the expiration or earlier termination of this Lease shall be removed by Lessee in accordance with the terms of this Lease. The Permitted Use also includes, but is not limited to, the following activities: (a) performing site surveys, site assessments, test borings, and other such exploratory work related to such road maintenance, repair and/or improvement, (b) access

for, and temporary storage of, the equipment, materials and supplies necessary for the aforesaid activities, provided that said temporary storage shall be allowed only for so long as the Property is being used for the Permitted Use and that no permanent storage will be allowed; and (c) access for the purpose of accessing and performing work on adjacent properties. Nothing herein contained shall be construed as requiring Lessee to perform any of the aforementioned repairs, maintenance or improvements and all such work shall be at Lessee's sole discretion. Lessee acknowledges that additional environmental studies may be required prior to performing the aforementioned activities. No hazardous materials shall be permitted on the Site.

3. **Access to the Site.** Lessor hereby agrees that Lessee's right of access to the Site, which is leased to Lessee as a part of this Lease, shall be exercised in accordance with the following terms and conditions. Lessee shall be permitted to access and use those portions of Lessor's Property that are necessary for Lessee's access to the Site described herein 24-hours per day, 7-days-per-week. Lessee's right of access shall extend and apply to its employees, agents, and contractors and shall follow the path indicated in Exhibit A.
4. **Term.** The initial term of this Lease shall commence on the date of U.S. government signature written below (the "Lease Commencement Date") and runs through September 30, 2030. The initial term shall be followed by three (3) five (5)-year renewal options commencing on October 1, 2030, October 1, 2035 and October 1, 2040. The renewal options shall run solely in favor of the Lessee, provided adequate funds are available from Congress for the payment of rentals. Renewal is within the sole discretion of the Lessee and may be accomplished only if Lessee provides Lessor written notice of its intent to exercise its option to renew the Lease at least sixty (60) days prior to the expiration of any term (the "Lease Expiration Date"). All terms and conditions of this Lease shall remain the same during the Term unless otherwise provided herein.
5. **Payment.** In Exchange for this Lease, Lessee shall make a one-time payment to Lessor of Ten and 00/100 Dollars (\$10.00).
6. **Utilities.** Lessee is responsible for obtaining utilities services necessary to carry out the Permitted Use. Lessor agrees to take whatever actions are necessary to accommodate or facilitate Lessee's acquisition of the utility services that are required for Lessee to carry out the Permitted Use at the Site; provided, however, that any associated costs or expenses are paid by Lessee.
7. **Real Estate Taxes.** Lessor shall be responsible for the real estate taxes attributable to the Site.
8. **Termination.**
 - (a) The Lessee may terminate this Lease for any reason during any term by giving at least a sixty (60) days prior written notice to the Lessor. No rent shall accrue after the effective date of termination. The Lease shall be terminated if funds are not made available for the continuation of the Lease in a fiscal year covered by the Lease. In such case, the parties agree that Lessee's termination costs shall be limited to the rental amount that Lessee would otherwise be required to pay pursuant to Paragraph 5 of this Lease during the 60-day notice period.

- (b) Lessor may terminate this Lease upon Lessee's failure to cure any breach of the terms of this Lease for more than sixty (60) days after written notice thereof from Lessor. Said notice shall be computed commencing with the date of mailing.
9. **Limitation on Use.** The Site may only be used by Lessee for the Permitted Use. In turn, Lessor agrees that it shall not take any action that will interfere with Lessee's Permitted Use of the Site.
 10. **Maintenance and Repairs.** Lessee agrees that it shall be solely responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property it places upon the Site.
 11. **Non-Interference.** Lessor shall not allow any condition to exist that would cause a conflict or be allowed to cause interference, failure, or interruption with the Permitted Use, including the frequency or modulation of Lessee's equipment on or near the tower at any time. Lessee shall give Lessor written notice of any interference, failure or interruption under this provision, and Lessor shall have thirty (30) days to cure the condition causing the interference, failure or interruption.
 12. **Compliance with Applicable Law.** Lessee will comply with all federal, state, and local laws that are applicable to the Permitted Use on the Site; provided that nothing in this Lease shall be construed as a waiver of any sovereign immunity of the United States Government.
 13. **Removal of Lessee's Property.** Upon the expiration or earlier termination of this Lease, Lessee shall remove any improvements, equipment, or other property placed upon the Site by Lessee. Beyond the removal of Lessee's improvements, equipment, or property from the Site, Lessor shall have no right to require that Lessee restore the Site upon the expiration or termination of the Lease and waives all claims against the Lessee for waste, damages, or restoration arising from or related to Lessee's Permitted Use of the Site during the term of the Lease (including any extensions thereof).
 14. **Sublease and Assignment.** Lessee may not sublet any part of the Site, nor may Lessee assign all or any part of its rights or interests in this Lease. Lessor agrees that it will not sell the Site, or any portion thereof, unless the potential purchaser agrees to be bound by the terms of this Lease. Should Lessor sell the Property, Lessor will notify the Lessee within thirty (30) days of closing of the new owner's contact information. Lessee may not recognize an assignment of this Lease unless such assignment satisfies the requirements of the Assignment of Claims Act (31 U.S.C. § 3727 and 41 U.S.C. § 6305), and federal regulations found at 48 C.F.R. §§ 32.800 – 32.806.
 15. **Successors Bound.** This Lease shall bind, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, and successors, and assigns.
 16. **Non-Waiver.** The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
 17. **Integrated Agreement and Modifications in Writing.** This Lease and any exhibits hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. No alteration or variation of this Lease shall be valid unless made in writing and signed by the parties hereto.

18. **Alterations.** In carrying out the Permitted Use, Lessee shall have the right during any term of this Lease to make modifications to any improvements or equipment that are placed upon on the Site, to erect or place new improvements or equipment upon the Site, and to place signs upon the Site, provided, however, that Lessee shall consult with Lessor and obtain Lessor's prior written approval regarding the placement of new improvements or equipment on the Site if the new improvements or equipment are substantially different than the existing improvements or equipment on the Site. Lessor shall not unreasonably withhold, condition or delay its approval of new improvements that Lessee deems necessary to the Permitted Use. In the event that the Lessee desires to materially change the Permitted Use, Lessee shall obtain Lessor's prior written permission.
19. **Availability of Appropriations.** In accordance with 31 U.S.C § 1341, 41 U.S.C. § 6301, and federal law, Lessee's obligations under this Lease are contingent upon the availability of appropriated funds from which payment for contract purposes can be made. The continuation of this Lease each fiscal year (October 1 – September 30) is dependent on the availability of funds for this purpose and the Lease shall be terminated, in accordance with Paragraph 8(a) above, if funds are not made available to continue the Lease in subsequent fiscal years. Nothing in this Lease shall be construed as implying that Congress will, at a later date, appropriate funds sufficient to meet rent payments.
20. **No Waiver of Sovereign Immunity.** Nothing herein shall require Lessee to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee or contractor of the United States Government has the authority in law or the ability in fact to waive certain government rights, e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
21. **Holdover.** Should Lessee holdover after the expiration of the Term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants, conditions, and conditions of this Lease, provided adequate appropriations are provided by Congress for the payment of rent.
22. **Governing Law.** This Lease is governed by federal law.
23. **Disputes.** This Lease is subject to and governed by the Contract Disputes Act, 41 U.S.C. § 7101, et seq.
24. **Condition of the Site.** Notwithstanding anything herein to the contrary, Lessee agrees that it is familiar with the condition of the Site and warrants that it has made its own inspection of the Site and agrees that the foregoing is suitable to carry out the Permitted Use.
25. **No Presumption Against Drafting Party.** All parties have had the opportunity to draft, review and edit the language of this Lease, and thus no presumption for or against any party arising out of the drafting of all or any part of this Lease shall be applied in any action relating to, connected with, or involving this Lease.
26. **Authority.** Lessor covenants and represents that it is the lawful owner of the Property. By his or her execution hereof, each of the persons signing on behalf of the parties hereto hereby represents and warrants that each is fully authorized to act and execute this Lease on behalf of their respective party.
27. **Quiet Enjoyment.** So long as Lessee is not in default under this Lease, Lessee shall, subject to the terms of this Lease, at all times during the term or any extensions thereof, have peaceful and quiet enjoyment of the Site against any person or persons claiming by, through or under Lessor.

28. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
29. **Severability.** Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be determined by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Lease.
30. **No Effect on Statutory Authority.** Lessor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority Lessee may have to access lands for purposes of patrolling the border and enforcing federal law.
31. **Federal Tort Claims Act.** If the death of or injury to any person, or loss of or damage to any real or personal property of any person, is caused by Lessee, the liability, if any, of Lessee shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671 – 2680, as amended). Lessee’s liability under this clause is subject to the availability of appropriations for such payment, and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies.
32. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given when delivered (or attempted delivery of the same is refused or cannot be affected at the last address of which notice has been provided pursuant to this Section) via messenger or nationally recognized overnight courier service, or United States Mail, postage prepaid, certified, return receipt requested.

If intended for Lessor, notices shall be addressed to:

Name: Office of the City Clerk
 Address: 910 Calle Negocio
 San Clemente, CA 92673
 Phone:
 E-mail:

If intended for the Lessee, notices shall be addressed to:

U.S. Customs and Border Protection
 ATTN: Land Lease Administrator
 USBP PMOD, 6.5E STOP 1039
 1300 Pennsylvania Avenue NW
 Washington, D.C. 20229

With copy sent to:

Assistant Chief Patrol Agent
 Technology Management Innovation Branch
 U.S. Border Patrol
 San Diego Sector Headquarters
 2411 Boswell Rd.
 Chula Vista CA, 91914
 Phone: (619)216-4000

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

33. **Headings**. Section headings herein are included herein for the convenience of reference only and shall not constitute part of this Lease for any other purpose.

[SIGNATURE PAGE(S) TO FOLLOW]

COUNTERPART SIGNATURE PAGE TO LEASE

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the date last written below.

Lessor:

By: _____

Printed Name: _____

Date: _____

COUNTERPART SIGNATURE PAGE TO LEASE

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the date last written below.

Lessee:

U.S. Customs and Border Protection

By: _____

Paul Enriquez
Acquisition Program Manager
U.S. Border Patrol Program Management Office Directorate
U.S. Border Patrol
U.S. Customs and Border Protection
Department of Homeland Security

Date: _____

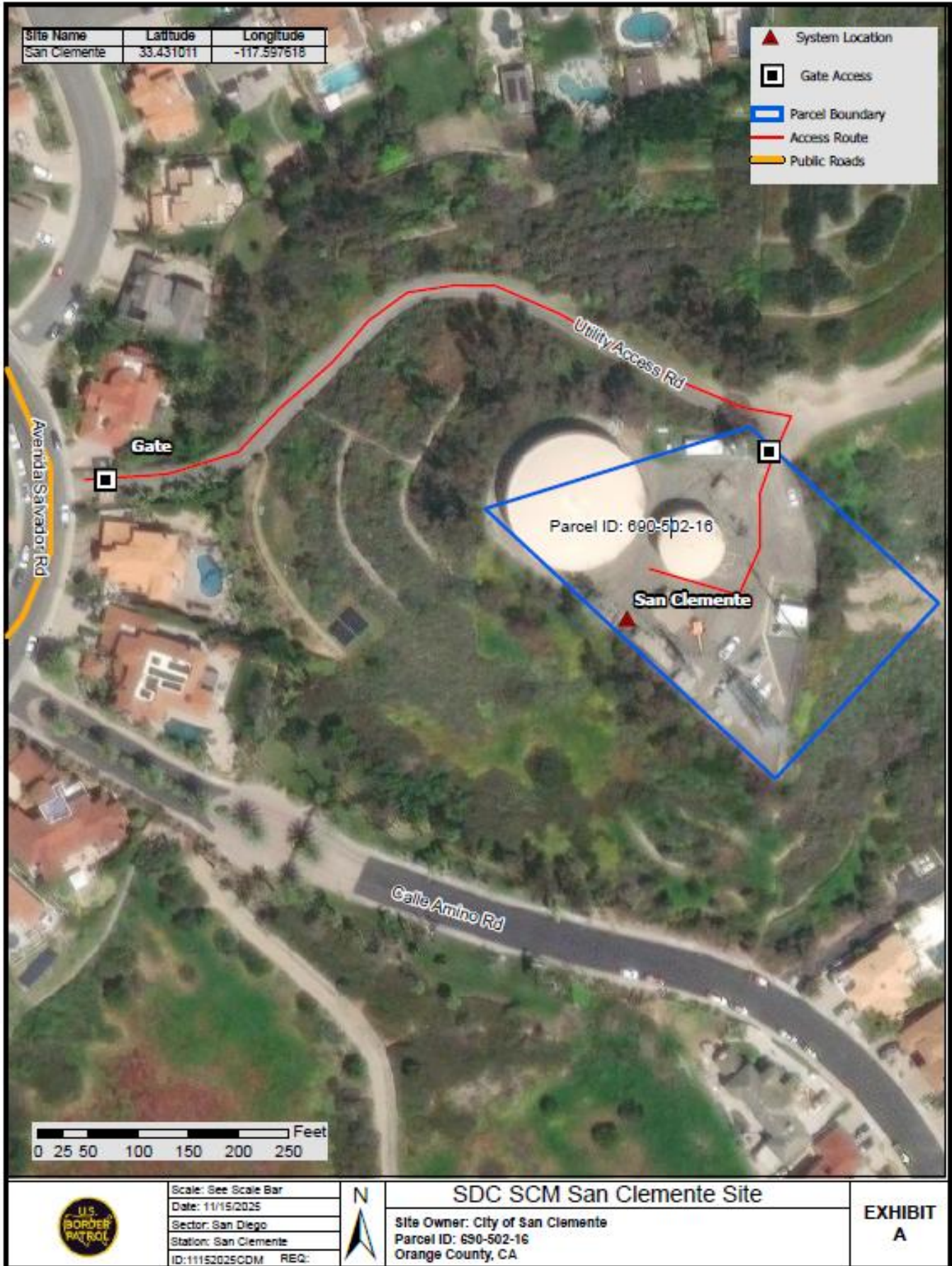


Exhibit A-2



Exhibit A-3



Exhibit B



EXHIBIT C
STATEMENT OF WORK

Lessee may perform the following activities related to its Permitted Use:

1. Selectively overlay the Site with gravel or caliche, as needed, with the goal of preparing an area of approximately 256 s.f. (16' x 16').
2. Obtain electrical power service from local utility and connect tower to separate meter to be installed in existing utility cabinet.
3. Delivery of the tower and its component parts will be made to the Site by truck and trailer.
4. Coordinate, install, maintain and/or repair the tower, surveillance equipment, and other required equipment in pursuance of the Permitted Use at the Site.
5. Working hours are weekdays from 7:00 a.m. until 6:00 p.m. No work to be performed on holidays or weekends without the expressed written permission of Lessor.
6. Removal of all litter and debris from the Site will occur by Lessee prior to leaving daily basis.
7. Perform any maintenance and repair at the Site as required by Lessee, in its sole discretion.

Lessor: _____

Lessee: _____