

902



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

FROM: Economic Development Agency / Facilities Management


SUBMITTAL DATE:
March 10, 2011

SUBJECT: Public Safety Enterprise Communications Project Easement, Green River

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Easement for a Communication Facility and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside;
2. Approve the attached Consent to Common Use and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND: (Commences on Page 2)

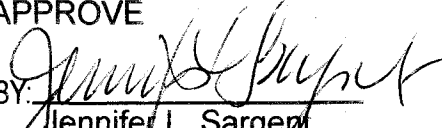

 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

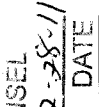
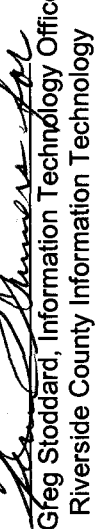
COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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

C.E.O. RECOMMENDATION: APPROVE

BY: 
 Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY:  2-28-11
 SYNTHIA M. GARDNER
 CONCURRENCE DATE
 By: 
 Greg Stoddard, Information Technology Officer
 Riverside County Information Technology
 Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.37 of 12/18/07; 3.52 of 9/2/08

District: 1

Agenda Number:

3.12

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The Public Safety Enterprise Communications (PSEC) project utilizes long-term ground leases in those situations where the site owner will not sell the small land parcel required for a wireless communication site. The US Army Corps of Engineers is granting an easement that is temporary with an end date of 2/29/2036. This interest, even though temporary, will meet the needs of the County to develop this vital PSEC Communications Site. The proposed site called Green River is situated on federal land under the jurisdiction of the US Army Corps of Engineers near the Orange County border west of Prado Dam, northwest of the intersection of State Highway 71 and State Highway 91, providing radio coverage to areas in the westerly part of Riverside County. The Grantor will require that the county also obtain consent from Southern California Gas Company to allow our proposed access path cross over their high pressure gas line.

On September 2, 2008, the Riverside County Board of Supervisors certified the Program Environmental Impact Report (PEIR) PSEC project. The PEIR imposed a number of standard mitigation measures that were applicable to all of the sites. However, at the time of the PEIR's certification, certain design details and a final location for a number of the sites had not been finalized. To provide for such a contingency, the PEIR prescribed mitigation measures to be implemented if a site or its supporting components (access roads, power alignments, etc.) were to be relocated to an area that had not been assessed and/or surveyed as part of the PEIR. This programmatic approach was adopted to allow modifications to project design without the need for recirculation of the PEIR. Specific measures prescribed in the PEIR required the county to determine that the impacts associated with the proposed modification/addition were consistent with the analysis and findings of the PEIR. Specific performance measures were adopted to identify the analysis necessary to make this determination. Those measures were contained in a number of mitigation measures.

Since adoption of the PEIR in September 2008, it was determined that the Green River site evaluated within the PEIR had to be relocated due to acquisition issues and development costs. As such, the county implemented the mitigation measures that were prescribed in the PEIR for the new site. The county found that the impacts of the new Green River site are consistent with the analysis and findings contained in the PEIR.

The Easement for a Communication Facility is summarized below:

- Location: Located on portions of Assessor's Parcel Numbers 918-140-013, 918-140-014, 918-140-015, and 918-140-017
- Grantor: United States Army Corps of Engineers
- Size: Approximately 18,000 square feet
- Term: 25 years commencing March 1, 2011

(Continued)

BACKGROUND: (Continued)

Rent: None

Utilities: By County

Interior/Exterior
Maintenance: By County

The attached Easement for a Communication Facility and Consent to Common Use have been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this agreement will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will carry operating costs. RCIT will reimburse the Economic Development Agency (EDA) for all associated lease costs. Any necessary budget adjustments will come under separate cover to the Board.

Recording Requested by and
when recorded mail to:

Southern California Gas Company
P.O. Box 3249
Los Angeles, California 90051-1011
Attention: Right of Way Department

Space above this line for Recorder's use only

SOUTHERN CALIFORNIA GAS COMPANY'S
CONSENT TO COMMON USE

R/W #s 8,650, 33,872
LINE # 2000

Southern California Gas Company's Consent to Common Use (herein "Agreement") is entered into as of this ____ day of June, 2009, by and between Southern California Gas Company, a California Corporation, hereafter called "**The Gas Company**" with an address of 555 West 5th Street, Los Angeles, California 90051-1011, and County of Riverside, a Political Subdivision of the State of California hereafter called "**User**" with an address of 1855 Chicago Avenue, Riverside, California 92507.

WITNESSETH

WHEREAS, **The Gas Company** is in possession of certain rights of way and easements, hereinafter referred to as "**Prior Easements**," and described as follows:

Recorded January 22, 1949, in Book 1046, Page 140, Official Records of the County of Riverside;
Recorded June 11, 2003, as Instrument No. 427934, Official Records of the County of Riverside;
Recorded March 23, 2000, as Instrument No. 106269, Official Records of the County of Riverside;
and

WHEREAS, the owners of the real property subject to **Prior Easements** proposes to grant or has granted an easement to **User** for a public safety communications facility along or across a portion of **Prior Easements**.

WHEREAS, **User** proposes to install an emergency communications facility, hereafter referred to as "**Improvements**", a portion of which will cross **The Gas Company** facilities as shown in Exhibit "A", attached hereto and incorporated by reference.

WHEREAS, that portion of **Prior Easements** to be occupied by **Improvements** is hereafter referred to as the "**Area of Common Use.**"

WHEREAS, **User** agrees to reimburse **The Gas Company**, for any increased costs incurred by **The Gas Company** for repairs related to **Area of Common Use** which exceed the cost which would have been incurred if **User's Improvements** had not been constructed.

NOW THEREFORE, **The Gas Company** and **User** agree as follows:

1. The above recitals are true.
2. **The Gas Company** consents to the construction, reconstruction, maintenance and use by **User** of the **Improvements** along, upon and within **Prior Easements** in the **Area of Common Use**, subject to the terms and conditions herein contained:
 - a. **User** shall ensure that **The Gas Company** pipelines have a minimum cover thickness of 5 feet prior to using existing access roads for construction or any other purpose.

The Gas Company does not by this consent and shall not be deemed by this Agreement to subordinate its rights in the **Area of Common Use** (including but not limited to the right to construct, reconstruct, maintain, or use one or more pipelines) to any use which **User** shall make of said area. In the event **The Gas Company** installs any additional or replacement pipeline in the **Area of Common Use**, said pipeline shall be deemed to be installed and operated under the terms of **Prior Easements**. Any such additional or replacement pipeline shall be subject to the provisions contained in this Agreement.

3. **User** hereby recognizes the title and interest of **The Gas Company** in and to **Prior Easements** and the priority of **The Gas Company's** title over the title of the **User** in the **Area of Common Use**, and agrees never to assail or resist **The Gas Company's** title or interest therein whether by the exercise of the rights granted herein or otherwise. Other than the rights granted herein, this Agreement shall not be construed to alter **The Gas Company's** rights in and to **Prior Easements**.

4. This Agreement shall not in any way alter, modify or terminate any provision of **Prior Easements**. **User** shall use said **Area of Common Use** in such a manner so as not to interfere unreasonably with the rights of **The Gas Company** or interrupt the use or operation of **The Gas Company's** facilities. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which **The Gas Company** may now have or may hereafter acquire resulting from the construction, alteration or maintenance of any **Improvements** in such a manner as to cause an unreasonable interference with the use of said **Area of Common Use** by **The Gas Company**.

5. Prior to any construction within the **Area of Common Use**, **User** (including its contractor) shall verify the depth and location, via the potholing method, of all existing gas pipelines and any other facilities within the **Area of Common Use**.

6. **User** shall not allow any permanent change in grade elevation that results in any pipelines or other facilities of **The Gas Company** having less than 5 feet of cover or exceeding 7 feet of cover.

7. Any construction by **User** consisting of any substructure deemed necessary as an integrated part of the **Improvements** shall be installed with a minimum vertical separation of one (1) foot from existing

pipelines. All substructures crossing existing pipelines will require hand excavation over the pipeline prior to crossing.

8. Prior to any work within the **Area of Common Use by User**, User shall contact Underground Service Alert (USA) in accordance with California Government Code Section 4216 et seq and shall hand excavate to verify the depth and location of all existing gas pipelines within the Areas of Common Use.

9. User agrees to indemnify and hold harmless **The Gas Company** from and against any and all claims, demands, liabilities, losses, or causes of action which arise out of or are connected with User's exercise of rights under this Agreement, or the **Improvements**, excepting only those claims, demands, liabilities, losses, or causes of action arising solely from the grossly negligent act or omission of or willful misconduct of **The Gas Company**, its officers, agents and employees.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

11. This Agreement, and the rights and privileges granted herein, are subject to the provisions of General Order No. 69-C issued by the California Public Utilities Commission, the terms of which are incorporated herein.

12. The individual executing this Agreement on behalf of each party represents and warrants that he/she is duly authorized to execute and deliver agreements on behalf of the respective party and that the Agreement is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized officials as of the year and date first written above.

SOUTHERN CALIFORNIA GAS COMPANY

BY: _____
**Andrew I. Thompson, Supervisor
Land & Right of Way
San Diego Gas & Electric Company
Authorized Representative for
Southern California Gas Company**

COUNTY OF RIVERSIDE

BY: _____
**Bob Buster, Chairman
Board of Supervisors**

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 2-16-11
SYNTHIA M. GUNZEL DATE

ALL-PURPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA }
 }ss
COUNTY OF _____ }

On _____, 201__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ties), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }ss
COUNTY OF _____ }

On _____, 201__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ties), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

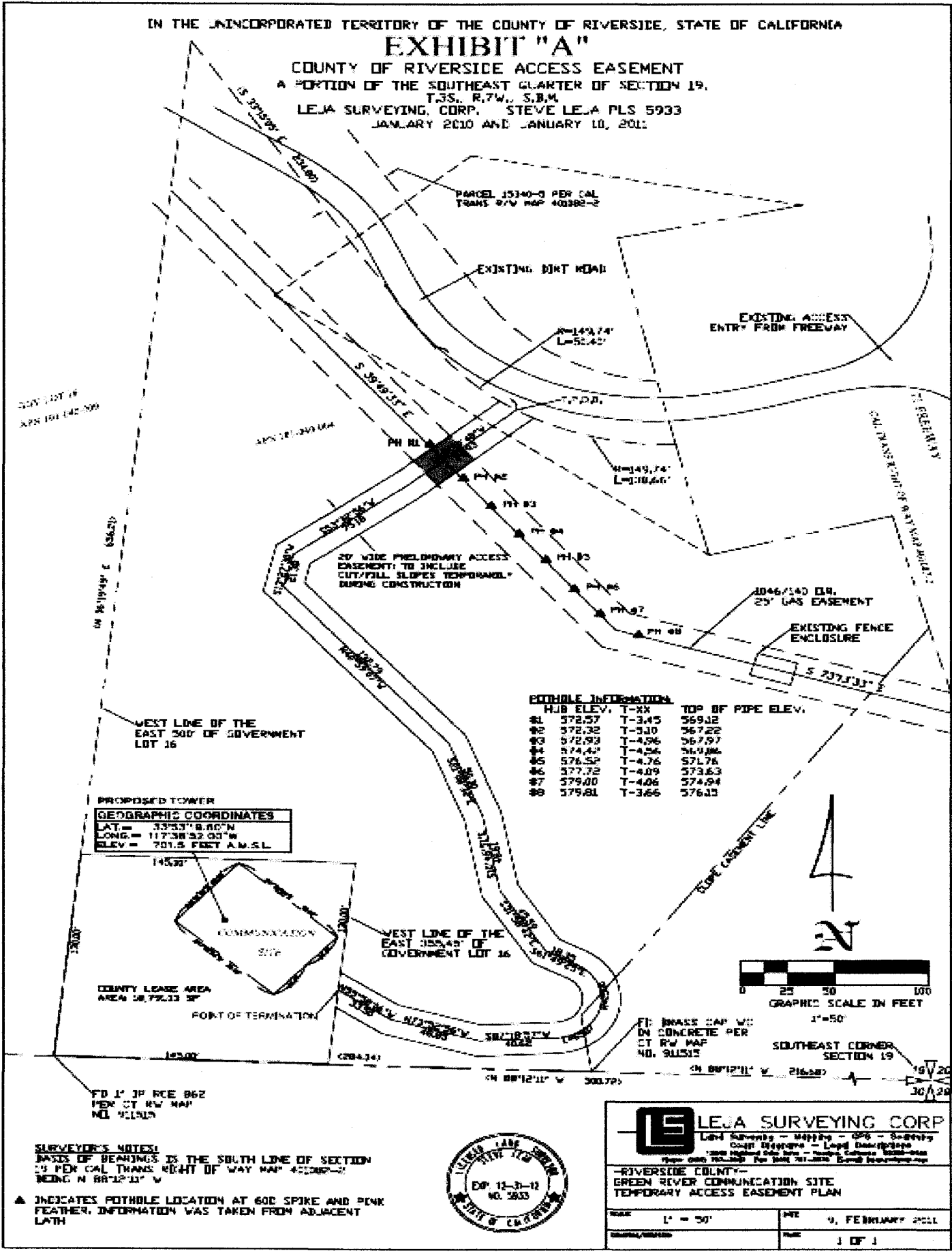
(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

EXHIBIT "A"

COUNTY OF RIVERSIDE ACCESS EASEMENT
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19,
 T.3S., R.7W., S.B.M.
 LEJA SURVEYING CORP., STEVE LEJA PLS 5933
 JANUARY 2010 AND JANUARY 10, 2011



PROPOSED TOWER
 GEOGRAPHIC COORDINATES
 LAT. = 33°53'18.80"N
 LONG. = 117°38'52.00"W
 ELEV. = 701.5 FEET A.M.S.L.

COUNTY LEASE AREA
 AREA 18,752.13 SQ'

SURVEYOR'S NOTES:
 BASIS OF BEARINGS IS THE SOUTH LINE OF SECTION 19 PER CAL TRANS RIGHT OF WAY MAP 40382-2 BEING N 88°12'11" W

▲ INDICATES POTHOLE LOCATION AT 600 SPIKE AND PINK FEATHER. INFORMATION WAS TAKEN FROM ADJACENT LATH



LEJA SURVEYING CORP
 Land Surveys - Mapping - GPS - Boundary
 Court Reports - Legal Descriptions
 1000 Highland Blvd. Suite 100 - Riverside, California 92504
 Phone: (951) 502-2200 Fax: (951) 502-2200 Email: leja@leja.com

RIVERSIDE COUNTY
 GREEN RIVER COMMUNICATION SITE
 TEMPORARY ACCESS EASEMENT PLAN

SCALE	1" = 50'	DATE	9, FEBRUARY 2011
DRAWN/REVISED		PAGE	1 OF 1

DEPARTMENT OF THE ARMY
EASEMENT FOR A COMMUNICATION FACILITY
LOCATED IN
The Prado Flood Control Basin
Riverside County, California

THE SECRETARY OF THE Army, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of these easements is not incompatible with the public interest, hereby grants to: County of Riverside hereinafter referred to as the Grantee, easements consisting of 18,791.03 square feet of land for a telecommunications tower, and related easements in support thereof for a non-exclusive access road and a utility line consisting of 13,103 square feet and 3,248 square feet of land, respectively, over, across, in and upon lands of the United States at the Prado Flood Control Basin, Riverside County, California and identified in Exhibits A through F, hereinafter referred to as the Premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of twenty-five (25) years, beginning 3/1/2011, and ending 2/29/2036.

2. CONSIDERATION

The consideration for this easement is the benefit of the United States and the general public in accordance with the conditions herein set forth. In addition, at any time during the term of this easement, and provided the Grantee has constructed the facility, the United States shall have the option to co-locate its communication equipment in the Grantee's shed and on the Grantee's tower within the easement area. Such usage will be at no rental or cost recovery expense to the United States subject to the availability of sufficient space and in coordination with the Grantee.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Chairman of the Board of Supervisors, County of Riverside, 3403 10th Street, Suite #500, Riverside, CA 92501, and, if

to the United States, to the District Engineer, Attention: Chief, Asset Management Division, U.S. Army Engineers, P.O. Box 532711, Los Angeles, California 90053-2325 (DACW09-2-11-0051), or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said Officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the installation commander, hereinafter referred to as said Officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said Officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said Officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said Officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said Officer, or at the election of said Officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said Officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as

established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said Officer, interfere with the use of the Premises by the Grantee.

14. RESERVED

(Reserved)

15. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the Premises as may be designated by said Officer. In the event said facilities shall not be removed or relocated within one hundred eighty (180) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon one hundred twenty (120) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said Officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency

having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said Officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. (RESERVED)

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said Officer and protect the site and material from further disturbance until said Officer gives clearance to proceed.

21. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the Premises.

22. RESTORATION

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said Officer may indicate, remove said facilities and restore the Premises to the satisfaction of said Officer. In the event the Grantee shall fail to remove said facilities and restore the Premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee,

and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. ' 403), Section 404 of the Clean Water Act (33 U.S.C. ' 1344) or any other permit or license which may be required by Federal, state or local statute in connection with the use of the Premises.

THIS easement is not subject to Title 10, United States Code, Section 2662, as amended.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 20__.

By: _____

Print: _____

Contracting Officer
ASSET MANAGEMENT DIVISION
U.S. Army Engineer, L.A. District

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 20__.

By: _____

Bob Buster

Title: Chairman, Board of Supervisors
County of Riverside

Attest:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

Approved as to Form:
Pamela J. Walls
County Counsel

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

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, ASSET MANAGEMENT DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION
POST OFFICE BOX 2711
LOS ANGELES, CALIFORNIA 90053-2325

DATE:	26 January 2011
ACQUISITION TRACT:	334
ASSESSOR'S PARCEL:	Portion of 101-040-004
AREAAGE;	Exhibit "B" - 0.43± acres (0.174± hectares) Exhibit "D" - 0.30± acres (0.121± hectares) Exhibit "F" - 0.08± acres (0.032± hectares)
GRANTEE:	County of Riverside
PROJECT:	Prado Flood Control Basin
DOCUMENT:	DACW09-2-11-0051
LOCATION:	Corona, Ca (Riverside County)
CESPL-RE-PC FILE:	93-K-316

Easement for Telecommunications Tower (PSEC Green River Site)

All that portion of a parcel of land lying in the Southeast ¼ of Section 19, Township 3 South, Range 7 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Southeast corner of said Southeast ¼ of Section 19 as shown on Caltrans Right of Way map 401082-2 in the Office of the County Recorder of said County;

thence North 88°12'11" West, along to the South line of said Southeast ¼ Section 19, a distance of 500.72 feet to the Southwest corner of the East 500' feet of Government Lot 16, to the **True Point of Beginning**;

thence North 06°19'49" East, along to the West line of the East 500' feet of Government Lot 16, a distance of 130.00 feet;

thence South 88°12'11" East, parallel to the South line of said Southeast ¼ Section 19, a distance of 145.00 feet, to the West line of the East 355.45' feet of Government Lot 16;

thence South 06°19'49" West, parallel to the West line of the East 500' feet of Government Lot 16, a distance of 130.00 feet, to the South line of said Southeast ¼ Section 19;

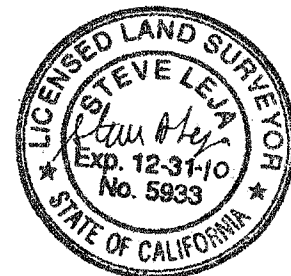
thence North 88°12'11" West, along the South line of said Southeast ¼ Section 19, a distance of 145.00 feet, to the **True Point of Beginning**.

Containing an area of approximately 18,791.03 square feet.

Subject to all other easements and offers of dedication of record.

As shown on Exhibit "B" and by this reference made a part hereof.

Prepared by:
Steve A. Leja - PLS5933
Expires 12/31/2010
Leja Surveying Corp



28 Oct 2010

EXHIBIT "A"

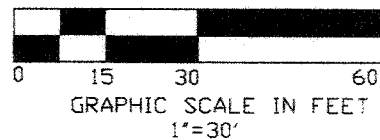
EXHIBIT "B"

PSEC - GREEN RIVER SITE

GOV LOT 16
APN 101-040-009

APN 101-040-004

WEST LINE OF THE
EAST 500' OF GOVERNMENT
LOT 16



(N 06°19'49" E 656.21)
130.00'

145.00'

COUNTY LEASE AREA
AREA: 18,791.03 SF

WEST LINE OF THE
EAST 355.45' OF
GOVERNMENT LOT 16

130.00'

N55°58'06"W
33.50

T.P.O.B

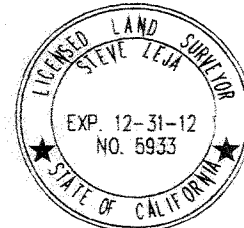
145.00'

(N 88°12'11" W 500.72)

FD 1" IP RCE 862
PER CT RW MAP
NO. 911515

SOUTHEAST CORNER
SECTION 19
POINT OF COMMENCEMENT

SURVEYOR'S NOTES:
BASIS OF BEARINGS IS THE SOUTH LINE OF SECTION
19 PER CAL TRANS RIGHT OF WAY MAP 401082-2
BEING N 88°12'11" W



SHEET 1 OF 1

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION
LOS ANGELES DISTRICT, ASSET MANAGEMENT DIVISION

PRADO FLOOD CONTROL BASIN
CORONA, CA

Easement to County of Riverside
Telecommunications Tower

UNIT "U-182"

DACW09-2-11-0051

Green River Access Easement

All that portion of the Southeast $\frac{1}{4}$ of Section 19, Township 3 South, Range 7 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, lying 10' feet on each side of the following described centerline:

Commencing at the Southeast corner of said Southeast $\frac{1}{4}$ of Section 19 as shown on Caltrans Right of Way map 401082-2 in the Office of the County Recorder of said County;

thence North $88^{\circ}12'11''$ West, along to the South line of said Southeast $\frac{1}{4}$ section 19, a distance of 500.72 feet to the Southwest corner of the East 500' feet of Government Lot 16;

thence North $06^{\circ}19'49''$ East, along to the West line of East 500' feet of Government Lot 16, a distance of 656.21 feet, to the intersection of the west line of East 500' feet of Government Lot 16 with the southerly line of Parcel 15340-5 per Caltrans Right of Way map 401082-2;

thence South $33^{\circ}15'05''$ East along the Southerly line of said Parcel 15340-5, a distance of 234.80 feet to the beginning of a tangent curve concave Northeasterly having a radius of 149.74 feet, and a total Arc length of 138.66 feet;

thence Southeasterly along said curve an Arc distance of 50.40 feet to the **True Point of Beginning**;

thence South $49^{\circ}39'48''$ West, a distance of 74.93 feet;

thence South $53^{\circ}32'56''$ West, a distance of 75.18 feet;

thence South $13^{\circ}27'30''$ West, a distance of 21.38 feet;

thence South $40^{\circ}59'07''$ East, a distance of 132.79 feet;

thence South $21^{\circ}08'32''$ East, a distance of 50.30 feet;

thence South $10^{\circ}46'51''$ East, a distance of 48.61 feet;

thence South $31^{\circ}58'42''$ East, a distance of 45.59 feet;

thence South $61^{\circ}49'25''$ East, a distance of 18.35 feet, to the beginning of a tangent curve concave Southwesterly having a radius of 25.00 feet;

thence Southeasterly along said curve a total Arc length of 65.07 feet;

thence South $87^{\circ}18'57''$ West, a distance of 40.62 feet;

thence North $73^{\circ}52'56''$ West, a distance of 48.85 feet;

thence North $55^{\circ}58'06''$ West, a distance of 33.50 feet, to **the point of termination** in the West line of the East 355.45' feet of Government Lot 16;

EXHIBIT "C"

The sidelines of said easement shall be lengthened or shorted to terminate in the West line of the East 355.45' feet of Government Lot 16 and the Southerly line of Parcel 15340-5;

Together with a temporary construction easement for slopes.

Subject to all other easements and offers of dedication of record.

As shown on Exhibit "D" attached hereto and by this reference made a part hereof.

Prepared by:
Steve A. Leja – PLS 5933
Expires 12/31/2010
Leja Surveying Corp



28 Oct. 2010

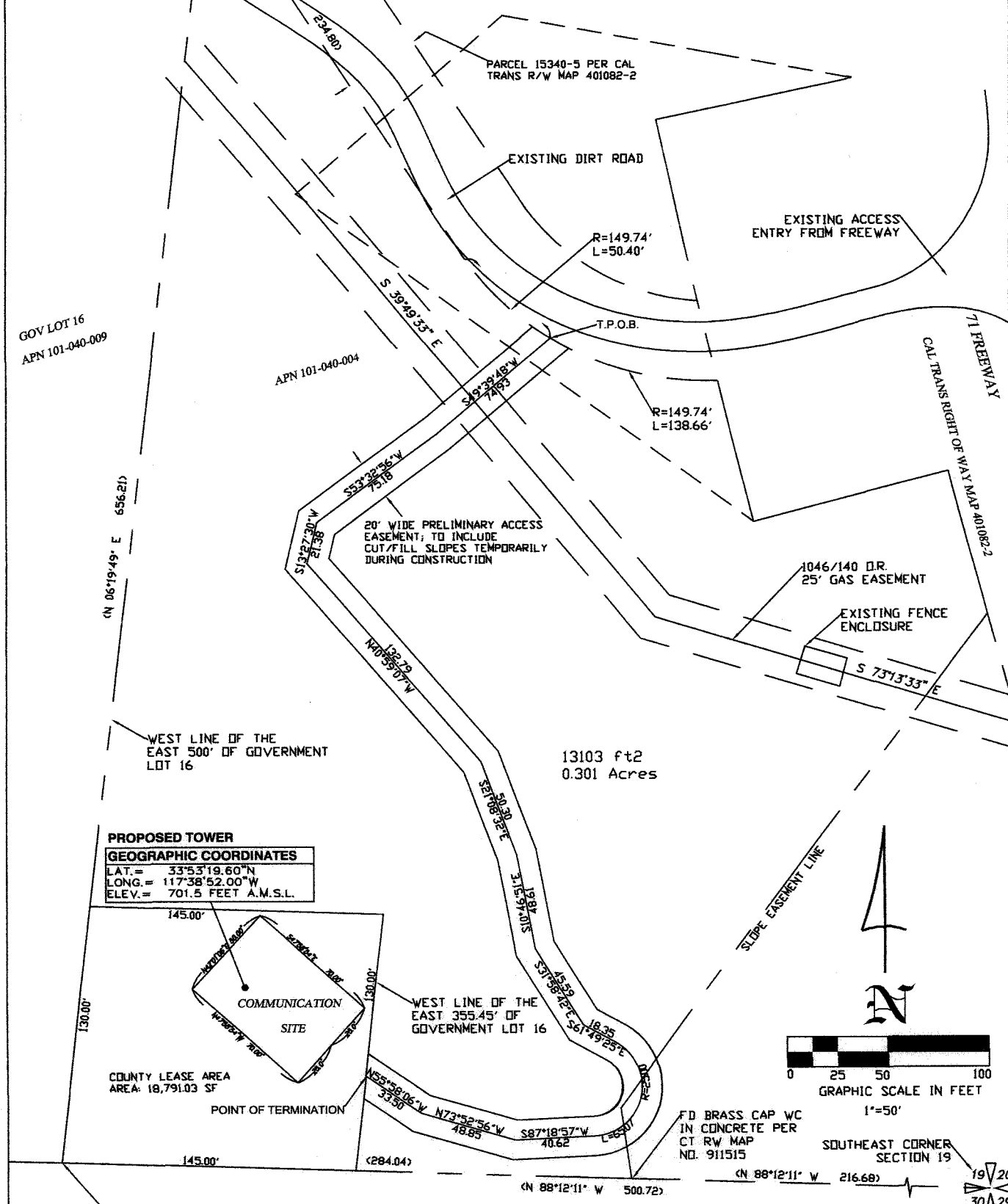
Containing an area of approximately 13,103.00 square feet.

EXHIBIT "C"

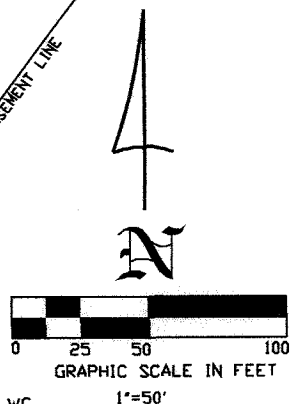
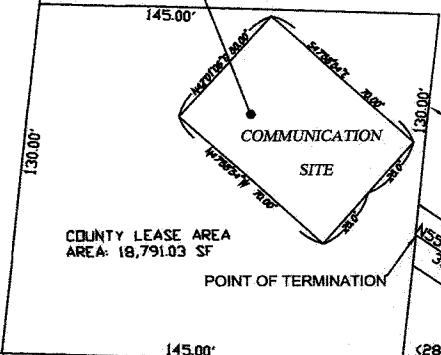
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

EXHIBIT "D"

PSEC TEMPORARY GREEN RIVER ACCESS EASEMENT
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19,
T.3S., R.7W., S.B.M.
LEJA SURVEYING, CORP. STEVE LEJA PLS 5933
JANUARY 2010 AND JANUARY 10, 2011



PROPOSED TOWER
GEOGRAPHIC COORDINATES
 LAT. = 33°53'19.60"N
 LONG. = 117°38'52.00"W
 ELEV. = 701.5 FEET A.M.S.L.



SURVEYOR'S NOTES:
 BASIS OF BEARINGS IS THE SOUTH LINE OF SECTION 19 PER CAL TRANS RIGHT OF WAY MAP 401082-2 BEING N 88°12'11" W
 ▲ INDICATES POTHOLE LOCATION AT 60D SPIKE AND PINK FEATHER. INFORMATION WAS TAKEN FROM ADJACENT LATH



LEJA SURVEYING CORP
 Land Surveying - Mapping - GPS - Scanning
 Court Diagrams - Legal Descriptions
 13642 Highland Oaks Drive - Tustin, California 92789-8448
 Phone (909) 797-3043 Fax (909) 797-3076 E-mail: leja@lejasurvey.com

-RIVERSIDE COUNTY-
 GREEN RIVER COMMUNICATION SITE
 TEMPORARY ACCESS EASEMENT PLAN

SCALE	1" = 50'	DATE	19, JANUARY 2011
DRAWING/REVISION		PAGE	1 OF 1

DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION
 LOS ANGELES DISTRICT, ASSET MANAGEMENT DIVISION

PRADO FLOOD CONTROL BASIN
 CORONA, CA

Easement to County of Riverside
 Telecommunications Tower

UNIT "U-182"
 DACW09-2-11-0051

PSEC – Green River Utility Easement

All that portion of the Southeast ¼ of Section 19, Township 3 South, Range 7 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, lying 5' feet on each side of the following described centerline:

Commencing at the Southeast corner of said Southeast ¼ of Section 19 as shown on Caltrans Right of Way map 401082-2 in the Office of the County Recorder of said County;

thence North 05°34'16" West, along to the East line of said Southeast ¼ section 19, a distance of 238.88 feet to an angle point in Cal Trans Right of Way Map 401082-2;

thence South 72°06'42" West, a distance of 10.00 feet, to the **True Point of Beginning**;

thence South 72°06'42" West a distance of 324.81 feet to the **Point of Termination** in the West line of the East 355.45' feet of Government Lot 16;

The sidelines of said easement shall be lengthened or shorted to terminate in the West line of the East 355.45' feet of Government Lot 16;

Subject to all other easements and offers of dedication of record.

As shown on Exhibit "F" attached hereto and by this reference made a part hereof.

Prepared by:
Steve A. Leja – PLS 5933
Expires 12/31/2010
Leja Surveying Corp



28 OCT 2010

Containing an area of approximately 3,248.00 square feet.

EXHIBIT "E"

EXHIBIT "F"

PSEC - GREEN RIVER UTILITY EASEMENT

APN 101-040-004

20' WIDE PRELIMINARY ACCESS
EASEMENT, TO INCLUDE
CUT/FILL SLOPES TEMPORARILY
DURING CONSTRUCTION

3248 ft²
0.075 Acres

EXISTING POWER POLE

CAL TRANS RIGHT OF WAY MAP 401082-2
T.P.O.B.



25 50 100
GRAPHIC SCALE IN FEET
1"=50'

POINT OF TERMINATION

145.00'

COUNTY LEASE AREA
AREA: 18,791.03 SF

130.00'

WEST LINE OF THE
EAST 355.45' OF
GOVERNMENT LOT 16

(284.04)

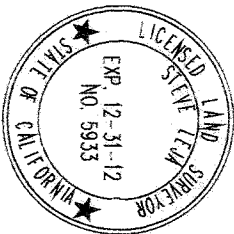
(N 88°12'11" W 500.72)

SHEET 1 OF 1

10' WIDE PRELIMINARY UTILITY
EASEMENT ACROSS
APN: 101-040-004

SLOPE EASEMENT LINE

SURVEYOR'S NOTES:
BASIS OF BEARINGS IS THE SOUTH
LINE OF SECTION 19 PER CAL TRANS
RIGHT OF WAY MAP 401082-2 BEING
N 88°12'11" W



(N 88°12'11" W 216.68)

SOUTHEAST CORNER
SECTION 19

19 20
30 29

(N 05°34'16" W 238.88)

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION
LOS ANGELES DISTRICT, ASSET MANAGEMENT DIVISION
PRADO FLOOD CONTROL BASIN
CORONA, CA

Easement to County of Riverside
Telecommunications Tower

UNIT "U-182"
DACW09-2-11-0051

26 JANUARY 2011

PAGE 3 OF 3
DWG. 93-K-316