

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

952



FORM APPROVED COUNTY COUNSEL
BY: Elizabeth Gurd 12-1-10
DATE
Department: CHAIRMAN GUNZEL

FROM: Economic Development Agency

SUBMITTAL DATE:
December 2, 2010

SUBJECT: Public Safety Enterprise Communications Project Ground Lease, Margarita

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached ground lease and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and
2. 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)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: Samuel Wong 12/2/10
SAMUEL WONG

Lisa Brandl for
Robert Field
Assistant County Executive Officer/EDA
By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 78,750	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: PSEC Budget	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 Jennifer L. Sargent

BY: Anna R. Stoddard
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: **3.25**

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 the wireless communication site. The proposed site called Margarita is situated between Rainbow Canyon Road and Interstate 15 along the Temecula city border, providing coverage to areas in the southwesterly part of Riverside County. On September 2, 2008, the Riverside County Board of Supervisors certified the Program Environmental Impact Report (PEIR) for the Public Safety Enterprise Communication (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 Margarita site evaluated within the PEIR had to be relocated due to access issues and communication coverage deficiencies. 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 Margarita site is consistent with the analysis and findings contained in the PEIR.

The ground lease is summarized below:

Location:	Located on portions of Assessor's Parcel Numbers 918-140-013 and 918-140-014 and 918-140-015 and 918-140-017
Lessor:	Orbis Financial, et.al.
Size:	Approximately 10,000 square feet
Term:	Twenty years commencing October 1, 2010
Rent:	Paid annually, starting at \$7,500 per year, with the first ten years prepaid upon inception (\$78,750.00)
Rent Adjustments:	Increasing 10% every five years
Utilities:	Powered by diesel generators
Interior/Exterior Maintenance:	County

The attached ground lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this ground lease 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.

The prepaid rent will be used to cure property tax delinquency equaling approximately \$73,000, the remainder will be disbursed to the Lessor.

1 **COMMUNICATIONS SITE LEASE**

2 This Lease is made this ___ day of _____, 2010 by and between the **County of**
3 **Riverside**, a political subdivision of the State of California (hereinafter "Lessee"), and **Orbis**
4 **Financial, LLC, a California limited liability company, Baja Racing, LLC, an Oklahoma**
5 **limited liability company, The David Socorro Gonzales Separate Property Trust dated**
6 **August 21, 1996, The Nicola J. Kaufmann Trust dated 2/3/1988, Robert W. Applegate,**
7 **Akshama D. Goyal & Raj Goyal, joint tenants, Albert D. Thompson & Annette J.**
8 **Thompson, husband & wife as joint tenants, William D. Smith, MD, and Michael H.**
9 **Wright, collectively and hereinafter "Lessor".**

10 **RECITALS**

11 A. Lessor is the owner of that certain real property (hereinafter "the Property") situated
12 in the County of Riverside, State of California, identified as Assessor's Parcel Numbers 918-
13 140-013 and 918-140-014 and 918-140-015 and 918-140-017, more particularly depicted on
14 Attachment "A" (assessors' parcel map), attached hereto and incorporated herein.

15 B. Lessor desires to lease a portion of the Property to Lessee as depicted on
16 Attachment "B" attached hereto and incorporated herein ("Leased Premises").

17 C. Lessee desires to lease such portion of the Property from Lessor, for the purpose
18 of constructing, installing, operating, and maintaining a communications facility, tower and
19 related equipment and structures to house such facilities and equipment.

20 NOW, THEREFORE, the parties agree as follows:

21 1. Recitals. The Recitals set forth hereinabove are an integral part of this Lease and
22 they are therefore, incorporated herein by this reference thereto.

23 2. Premises. Subject to the following terms and conditions, Lessor hereby leases to
24 Lessee that certain ground space on the Property to install certain equipment and fixtures as
25 indicated on Attachment "B", attached hereto and incorporated herein by reference, including
any applicable easements for permanent access to the Leased Premises (Attachment "C") and
temporary construction staging (Attachment "D"), (hereinafter "the Leased Premises"). Lessee
agrees to restore the temporary construction staging area to good condition at the end of the
initial construction period, and shall restore Leased Premises to good condition at Lessee's
expense upon termination of the Lease.

3. Initial Term. The Term of this Lease shall be for a period of twenty (20) years,
commencing on October 1, 2010 ("Commencement Date"). Any holding over by Lessee after
the expiration of said term shall be deemed a year to year tenancy upon the same terms and
conditions in this Lease.

4. Rent. Lessee shall pay the sum of Seven Thousand Five Hundred Dollars
(\$7,500.00) per year to Lessor as rent, prepaid for the first ten years of the term of this Lease
in the amount \$78,750.00, then payable in advance in annual installments beginning on the
tenth anniversary of the Commencement Date, as indicated in Attachment "E". The annual
rent shall be increased ten percent (10%) every fifth anniversary of the Commencement Date.

1 Lease, and Lessor agrees that the prepaid rent set forth hereinabove shall be used first to
2 offset said delinquent property taxes, then any balance remaining shall be disbursed to
Lessor.

3 5. Use. The Leased Premises shall be used by Lessee for the purpose of operating
4 electronic communication equipment by the Riverside County Information Technology
5 Department (RCIT) County Fire and/or County Sheriff. Lessee shall have exclusive
6 possession of the Leased Premises together with appropriate non-exclusive access across
Lessor's Property to the Leased Premises in accordance with Exhibit "D", including any
required utility access corridors.

7 6. Utility Charges. Lessee shall have the right to install generators to provide
8 electricity to operate its facilities and equipment. Alternatively, at any time during the tenancy
9 created by this Lease, Lessee may obtain a separate electric meter and shall pay, or cause to
be paid, all charges for power, heat, air-conditioning, or other services used, rented or
supplied to Lessee in connection with its use of the Leased Premises. Lessor shall grant any
necessary utility easement across the Property.

10 7. Acceptance of Premises. To the best of Lessor's knowledge there have been no
11 hazardous material spills or underground fuel storage tanks on the Property, nor does it have
12 knowledge of septic or drain fields or buried wastes on or within the Leased Premises or
13 Property. Lessee, at Lessee's option and sole cost, may conduct a Phase I Hazardous
14 materials study and Lessor agrees to cooperate in completion of such study. Lessor shall
15 inform Lessee of any present or future underground utilities placed by Lessor or Lessor's
16 tenants so that Lessee may protect such improvements during construction and operation.
17 Otherwise, Lessee accepts the Leased Premises "as is" and acknowledges that Lessor has
made no representation whatever concerning the fitness of the Leased Premises for the use
intended by Lessee. Lessee agrees to keep the Leased Premises free of hazardous materials
contamination and shall store and use fuels, lubricants, batteries and other similar materials in
a safe and code complaint manner and assumes full responsibilities for such materials use
within the Leased Premises. Lessee further agrees to remove any hazardous material
contaminant produced by Lessee's operations at the Leased Premises in a code compliant
manner.

18 8. Improvements by Lessee. Lessee shall have the right (but not the obligation) at
19 any time following the full execution of this Lease and prior to the Commencement Date, to
20 enter the Leased Premises for the purpose of making necessary inspections and engineering
21 surveys (and soil tests where applicable) and other reasonably necessary tests (collectively
22 "Tests") to determine the suitability of the Leased Premises for Lessee's Facilities (as defined
23 herein) and for the purpose of preparing for the construction of Lessee's Facilities. Lessee
24 has the right to construct, maintain, install, repair and operate on the Leased Premises radio
25 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 ("Lessee's Facilities"). In connection therewith, Lessee has the
right to do all work necessary to prepare, add, maintain and alter the Leased Premises for
Lessee's communications operations and to install utility lines and transmission lines
connecting antennas to transmitters and receivers. Lessee shall have the right to install any
warning signs on or about the Leased Premises required by federal, state or local law. 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.

1 Any subsequent alterations, improvements or installation of fixtures shall not require prior
2 written consent of Lessor, however written notice of such improvement or upgrade shall be
3 provided to Lessor prior to commencement of construction, and any such improvement or
4 upgrade shall comply with Section 12. Lessee may install additional radio or electronic
5 equipment in its structure, on the Leased Premises or on its tower without consent of the
6 Lessor. All alterations and improvements made and fixtures installed by Lessee shall remain
7 Lessee's property and may be removed by Lessee at or prior to the expiration of this Lease;
8 provided, however, that such removal does not cause injury or damage to the Leased
9 Premises, or in the event it does, Lessee shall restore the Leased Premises to good condition.

6 9. Insurance. Lessee is a local government entity created under the laws of the State
7 of California, and is self-insured against any third party liability loss. Lessee shall cause
8 Lessor and its governing board, officers, employees, contractors and agents to be listed as
9 additional insured's under Lessee's self-insurance program, shall maintain its self-insurance
10 program in full force during the term, and shall provide proof of self-insurance if requested by
11 Lessor.

10 10. Hold Harmless. Lessee shall indemnify, defend and hold Lessor, its governing
11 board, officers, employees, contractors and agents, harmless from and against any loss,
12 liability, claim, damage or expense (including attorneys' fees) arising from or in any manner
13 related to the use or occupancy of the Leased Premises or the access thereto, except to the
14 extent such loss, liability, claim, damage or expense is caused by the sole negligence or willful
15 misconduct of the Lessor, its governing board, officers, employees, contractors or agents.

13 11. Option to Terminate. Lessee shall have the option to immediately terminate this
14 Lease if the Leased Premises are destroyed or damaged to the extent that they cannot be
15 repaired, or with ninety (90) days written notice for any other reason at any time during the
16 term of this Lease or any extension of this Lease. If Lessee terminates this Lease in
17 accordance with this provision, Lessee at its sole cost shall remove all improvements from the
18 Leased Premises and leave the site free of debris.

17 Lessor shall have the right to terminate this Lease in the event of Lessee's default or
18 breach of any terms or conditions of this Agreement, including but not limited to failure to
19 maintain and operate the Leased Premises in accordance with applicable law and
20 requirements, after providing thirty (30) days written notice to Lessee, whereupon Lessee shall
21 have the option to avoid termination by correcting the default or breach before the termination
22 date or, if correction is not possible before the termination date, by notifying Lessor, in writing,
23 that it has commenced to correct the default or breach and the estimated date of completion.
24 In the event of Lessor's termination for Lessee's default and failure to correct within the time
25 specified above, Lessee at its sole cost shall remove all improvements from the Leased
Premises and leave the Leased Premises free of debris.

22 12. Interference. Lessee shall operate the Leased Premises in compliance with all
23 Federal Communications Commission ("FCC") requirements and in a manner that will not
24 cause interference to other licensees on the Property, provided that any such installations
25 predate that of Lessee. Subsequent to the installation of Lessee's facilities, Lessor will not
permit any other Lessees or licensees to, install new equipment on or make any alterations to
the property contiguous to the Leased Premises that is owned or controlled by Lessor, if such
modifications are likely to cause interference with Lessee's operations. In the event
interference occurs Lessor agrees to use its best efforts to eliminate such interference within a
reasonable time period. Lessor's failure to comply with this Section 12 shall be material
breach of this Lease.

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2 13. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code section
3 107.6 that this Communications Site Lease may create a taxable possessory interest in the
4 Leased Premises. If personal property taxes are assessed, Lessee shall pay any portion of
5 such taxes directly attributable to Lessee's facilities. Lessor shall pay all real property taxes,
6 assessments and deferred taxes on the property .

7 14. Notices. Any notices required or desired to be served by either party upon the
8 other shall be addressed to the respective parties as set forth below or to such other
9 addresses as from time to time shall be designated by the respective parties:

10	Lessee:	Lessor:
11	County of Riverside	Federal Home Loans Corporation
12	Economic Development Agency	5540 Ruffin Rd.
13	3403 10 th Street, Suite 500	San Diego, CA 92123
14	Riverside, California 92501	

15 15. Quiet Enjoyment. Lessor covenants that Lessee shall at all time during the term of
16 this Lease peaceably and quietly have, hold and enjoy the use of the Leased Premises so long
17 as Lessee shall fully and faithfully perform the terms and conditions that it is required to
18 perform under this Lease. Use of the Leased Premises or facilities by Lessor for its water
19 service or other public purposes, including in the event of emergency, shall not be considered
20 a breach of Lessor's obligation under this Section 15.

21 16. Binding on Successors. The terms and conditions herein contained shall apply to
22 and bind the heirs, successors in interest, executors, administrators, representatives and
23 assigns all of the parties hereto.

24 17. Severability. The invalidity of any provision in this Lease as determined by a court
25 of competent jurisdiction shall in no way affect the validity of any other provision hereof .

18 18. Venue. Any action at law or in equity brought by either of the parties hereto for the
19 purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of
20 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
21 waive all provision of law providing for a change of venue in such proceedings to any other
22 county.

23 19. Attorneys' Fees. In the event of any litigation or arbitration between Lessor and
24 Lessee to enforce any of the provisions of this Lease or any right of either party hereto, the
25 unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
costs and expenses, including reasonable attorney's fees, incurred therein by the successful
party, all of which shall be included in and as a part of the judgment rendered in such litigation
or arbitration.

20 20. Entire Lease. This Lease is intended by the parties hereto as a final expression of
21 their understanding with respect to the subject matter hereof and as a complete and exclusive
22 statement of the terms and conditions thereof and supersedes any and all prior and
23 contemporaneous leases, agreements and understandings, oral or written, in connection
24 therewith. This Lease may be changed or modified only upon the written consent of the
25 parties hereto.

1 21. Interpretation. The parties hereto have negotiated this Lease at arm's length and
2 with advice of their respective attorneys, and no provision contained herein shall be construed
against either party solely because it prepared this Lease in its executed form.

3 22. Option to Purchase. In addition to all of Lessee's lease rights under this Lease,
4 Lessor grants to Lessee an option ("Option") to purchase the land defined herein as the
5 Leased Premises and acquire fee simple title to the land along with any required access or
6 utility easements necessary to serve the Leased Premises from the nearest public right of
way. The purchase price shall be based upon an appraisal to be completed by Lessee and
provided to Lessor. The purchase shall be made based upon the following terms and
conditions:

7 (a) The purchase price shall be due to Lessor upon the recordation of a grant
8 deed for the purchase of the Leased Premises and shall be paid by cashier's check or by
federal wire transfer.

9 (b) The Option may be assigned only with the prior written consent of Lessor,
10 which shall not be unreasonably withheld. The Option granted under this Lease is personal to
Lessee and may not be separated from or transferred independently from this Lease.

11 (c) The Option shall be exercised by mailing or delivering a written notice
12 ("Exercise Notice") to Lessor no sooner than ninety (90) days prior to the end of the Lease
Term. It is a condition to the effectiveness of the exercise of the Option that Lessee shall not
13 then be in default under this Lease. If Lessee is in default under this Lease at the time Lessee
gives the written notice, the Exercise Notice shall be void.

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23. Approval of Supervisors. Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.

Dated: _____

ATTEST

Kecia Harper-Ihem
Clerk of the Board

COUNTY OF RIVERSIDE, Lessee

By: _____
Deputy

By: _____
Marion Ashley, Chairman
Board of Supervisors

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

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

Lessor signatures on following page

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LESSOR

Robert W. Applegate

By: 
Robert W. Applegate

Baja Racing, LLC, an Oklahoma Limited Liability Company

By: _____
Michael H. Wright, Manager

The David Socorro Gonzales Separate Property Trust dated August 21, 1996

By: _____
David Socorro Gonzales, Trustee

Akshama D. Goyal & Raj Goyal, Joint Tenants

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Raj Goyal

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Temecula Lease agreement

Parcel 918-140-013 &

PSEC Margarita

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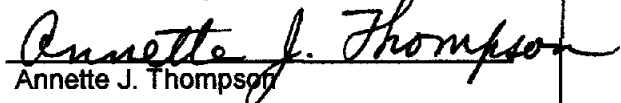
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Annette J. Thompson

Michael H. Wright

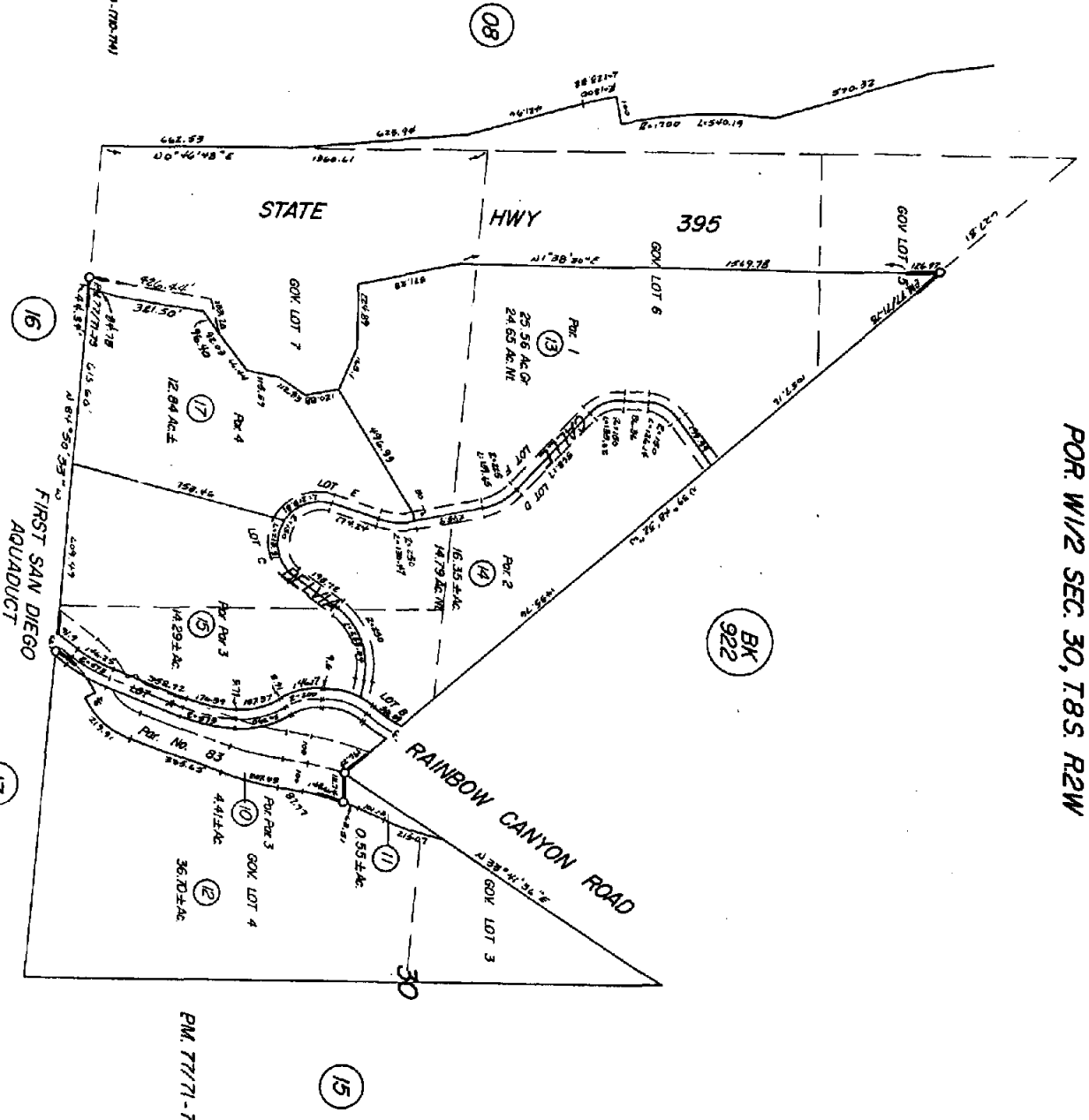
Michael H. Wright

ATTACHMENT "A"

POR. W/2 SEC. 30, T.8S. R.2W

T.R.A. 9405

918-31-1
14



P.M. 77/71-75 Parcel Map No. 14467

DATE: 3/14/80
BY: [Signature]
R.S. 75/18-22

ASSESSOR'S MAP BK 918 PG 14
RIVERSIDE COUNTY, CALIF
JK



DATE	OLD NO.	NEW NO.
2/77	1,2,6	8
2/77	5,8	9
3/80	9	10-11
7/80	4,7	12
7/80	8	13-18
4/90	16	17, 5T

JULY, 1980

ATTACHMENT "B"
PSEC-MARGARITA SITE

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 14467, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 77, PAGES 71-75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SECTION 30, T8S R2W SBM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF PARCEL TWO OF PARCEL MAP NO 14467, ALSO BEING THE CENTERLINE OF CALLE BELVIA ROAD AT ITS INTERSECTION WITH THE WESTERLY LINE OF RANCHO TEMECULA;

THENCE S 39°48'32" E ALONG THE EAST LINE OF PARCEL TWO A DISTANCE OF 30.06 FEET TO THE RIGHT OF WAY OF CALLE BELVIA ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE S 53°46'36" W ALONG THE RIGHT OF WAY OF CALLE BELVIA ROAD A DISTANCE OF 100.00 FEET;

THENCE S 39°48'32" E PARALLEL TO THE EAST LINE OF PARCEL 2 A DISTANCE OF 100.00 FEET;

THENCE N 53°46'36" E PARALLEL TO THE RIGHT OF WAY OF SAID CALLE BELVIA ROAD A DISTANCE OF 100.00 FEET, TO THE EAST LINE OF PARCEL 2;

THENCE N39°48'32 W ALONG THE EAST LINE OF PARCEL 2 A DISTANCE OF 100.00 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING AN AREA OF APPROXIMATELY 9,980.42 SF;

SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

AS SHOWN ON EXHIBIT "A" AND BY THIS REFERENCE MADE A PART THEREOF;

PREPARED BY:

STEVE A. LEJA - PLS 5933
EXPIRES 12/31/2010
LEJA SURVEYING CORP

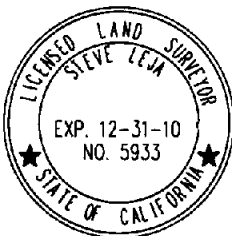
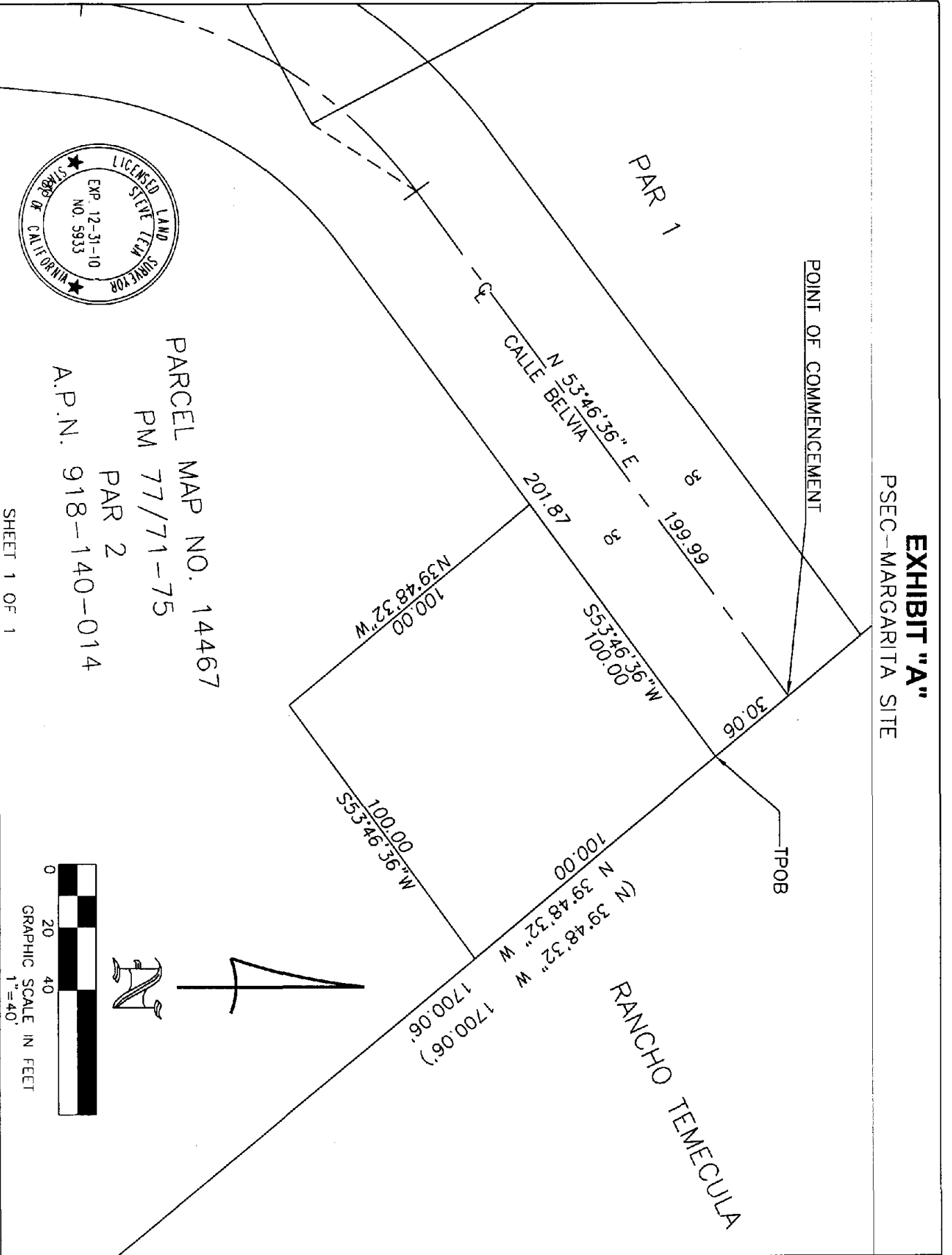


EXHIBIT "A"
PSEC-MARGARITA SITE



PARCEL MAP NO. 14467
PM 77/71-75
PAR 2
A.P.N. 918-140-014

ATTACHMENT "D"
PSEC-MARGARITA SITE
TEMPORARY CONSTRUCTION STAGING AREA

ALL THAT PORTION OF PARCEL MAP NO. 14467, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 77, PAGES 71-75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SECTION 30, T8S R2W SBM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF CALLE BELVIA ROAD AT ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF RANCHO TEMECULA, ALSO THE NORTHERN MOST CORNER OF PARCEL TWO OF PARCEL MAP NO 14467;

THENCE S 53°46'36" W ALONG THE CENTERLINE OF CALLE BELVIA A DISTANCE OF 199.99 FEET;

THENCE S 32°27'14" W ON A RANDOM LINE A DISTANCE OF 39.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N 28°09'48" W A DISTANCE OF 100.00 FEET;

THENCE S 61°50'12" W A DISTANCE OF 60.00 FEET;

THENCE S 28°09'48" E A DISTANCE OF 100.00 FEET;

THENCE N 61°50'12" E A DISTANCE OF 60.00 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING AN AREA OF APPROXIMATELY 6,000.00 SF;

SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

AS SHOWN ON EXHIBIT "A" AND BY THIS REFERENCE MADE A PART THEREOF;

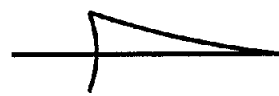
PREPARED BY:

STEVE A. LEJA - PLS 5933
EXPIRES 12/31/2010
LEJA SURVEYING CORP

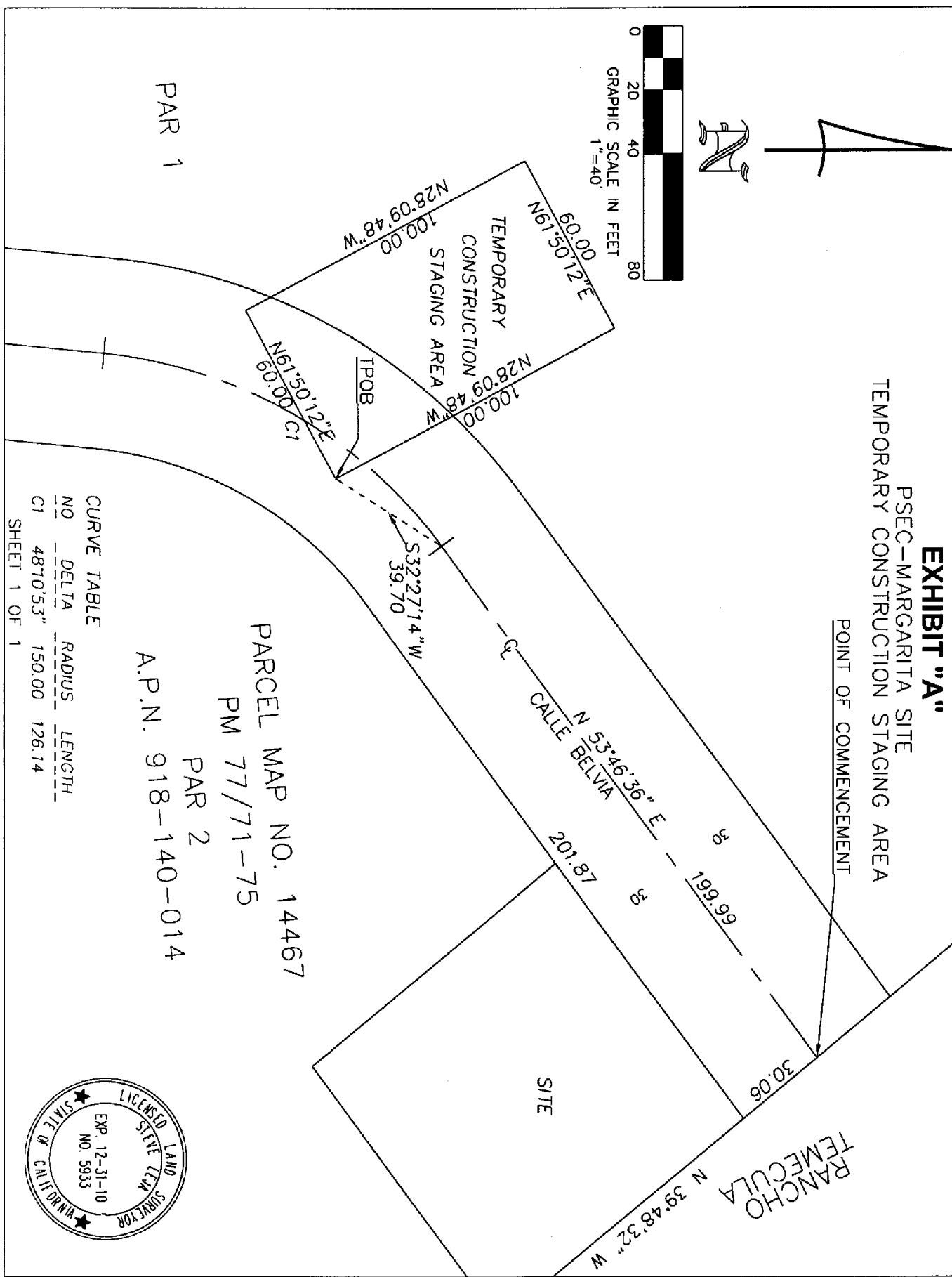


EXHIBIT "A"

PSEC-MARGARITA SITE
 TEMPORARY CONSTRUCTION STAGING AREA



GRAPHIC SCALE IN FEET
 1"=40'

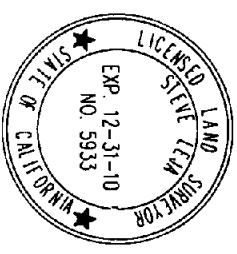


PARCEL MAP NO. 14467
 PM 77/71-75
 PAR 2
 A.P.N. 918-140-014

CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	48°10'53"	150.00	126.14

SHEET 1 OF 1



ATTACHMENT "C"
PSEC-MARGARITA SITE
ACCESS EASEMENT

ALL THAT PORTION OF PARCEL MAP NO. 14467, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 77, PAGES 71-75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SECTION 30, T8S R2W SBM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALLE BELVIA ROAD WITH RAINBOW CANYON ROAD, ALSO THE NORTHEASTERN MOST CORNER OF PARCEL THREE OF PARCEL MAP NO 14467;

THENCE N 78°27'57" W ALONG THE CENTERLINE OF CALLE BELVIA A DISTANCE OF 120.64 FEET;

THENCE S 65°09'24" E ON A RANDOM LINE A DISTANCE OF 59.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 39°22'31" W A DISTANCE OF 33.73 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 166°08'36, A TOTAL ARC LENGTH OF 58.00 FEET;

THENCE N 53°13'54" W A DISTANCE OF 32.00 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°17'32, A TOTAL ARC LENGTH OF 30.00 FEET;

THENCE S 69°11'39" W A DISTANCE OF 50.00 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 30.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°42'02", A TOTAL ARC LENGTH OF 26.55 FEET, TO THE RIGHT OF WAY OF CALLE BELVIA AND THE POINT OF TERMINATION;

THE SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE SOUTHERN RIGHT OF WAY LINE OF CALLE BELVIA RD;

CONTAINING AN AREA OF APPROXIMATELY 4,599.37 SF;

SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

AS SHOWN ON EXHIBIT "A" AND BY THIS REFERENCE MADE A PART THEREOF;

PREPARED BY:

STEVE A. LEJA - PLS 5933
EXPIRES 12/31/2010
LEJA SURVEYING CORP



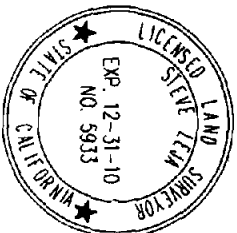
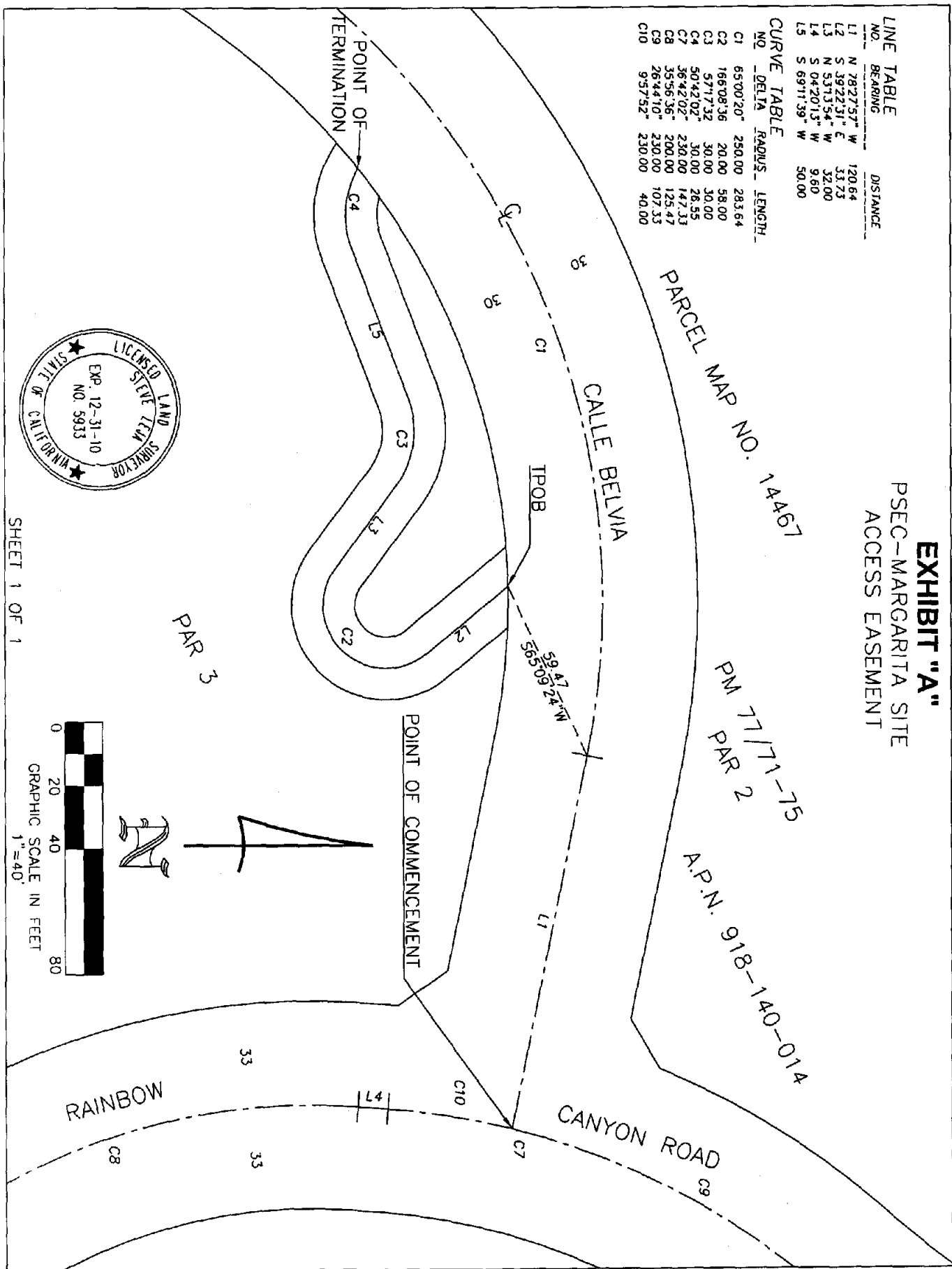
EXHIBIT "A"
 PSEC-MARGARITA SITE
 ACCESS EASEMENT

LINE TABLE

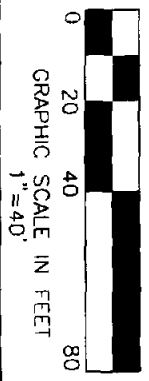
LINE NO.	BEARING	DISTANCE
L1	N 78°27'57" W	120.64
L2	S 39°22'31" E	33.73
L3	N 53°13'54" W	32.00
L4	S 0°20'13" W	9.60
L5	S 69°11'39" W	50.00

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH
C1	65°00'20"	250.00	283.64
C2	166°08'36"	20.00	58.00
C3	57°17'32"	30.00	30.00
C4	50°42'02"	30.00	28.55
C7	36°42'02"	230.00	147.33
C8	35°56'36"	200.00	125.47
C9	26°44'10"	230.00	107.33
C10	9°57'52"	230.00	40.00



SHEET 1 OF 1



ATTACHMENT "E"
Rent Schedule

year	annual rent
1	\$7,500.00
2	\$7,500.00
3	\$7,500.00
4	\$7,500.00
5	\$7,500.00
6	\$8,250.00
7	\$8,250.00
8	\$8,250.00
9	\$8,250.00
10	\$8,250.00
11	\$9,075.00
12	\$9,075.00
13	\$9,075.00
14	\$9,075.00
15	\$9,075.00
16	\$9,982.50
17	\$9,982.50
18	\$9,982.50
19	\$9,982.50
20	\$9,982.50