

535



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

**FROM:** Economic Development Agency/

**SUBMITTAL DATE:**  
February 27, 2014

**SUBJECT:** Approve Four-Party Agreement, Jacqueline Cochran Regional Airport – Hangar A, District 4, [\$0]

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

1. Approve the Four-Party Agreement between the County of Riverside, as Ground Lessor, Ross Tradition LLC, as Ground Lessee, Gooley Air, LLC, as Ground Sublessee and borrower, and California Bank and Trust, as Lender:
2. Authorize the Chairman of the Board of Supervisors to execute the Four-Party Agreement: and
3. Authorize the Assistant County Executive Officer/EDA or designee to execute any subsequent necessary documents to implement the Four-Party Agreement.

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

Robert Field  
Assistant County Executive Officer/EDA

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

**SOURCE OF FUNDS:** N/A

**Budget Adjustment:** No

**For Fiscal Year:** 2013/14

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

**APPROVE**

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** March 11, 2014  
**xc:** EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

**Prev. Agn. Ref.:** 3.11 of 10/17/06; 3.33 of 2/27/07; 3.16 of 3/17/09; 3-14 of 3/12/13; 3-23 of 8/8/13

**District:** 4/4

**Agenda Number:**

3-9

Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY: ANITA C. WILLIS  
 DATE: 2/26/14

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

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

Economic Development Agency

**FORM 11:** Approve the Four-Party Agreement, Jacqueline Cochran Regional Airport – Hangar A, District 4,  
[\$0]

**DATE:** February 27, 2014

Page 2 of 2

## **BACKGROUND:**

### **Summary (continued)**

The County (Ground Lessor) and Ross Tradition LLC (Ground Lessee) are parties to that certain Amended and Restated Ground Lease Agreement at Jacqueline Cochran Regional Airport dated July 1, 2013 (and signed by Ground Lessor on August 20, 2013).. Gooley Air, LLC is a sub-lessee of Ground Lessee. Pursuant to the terms of the Ground Lease and the Sub-Lease, Gooley Air, LLC, will construct certain improvement on the leased premises, known as Hangar A. Gooley Air, LLC desires to pledge its sublease premises with a deed of trust in favor of California Bank and Trust as Lender. Ross Tradition LLC, Ground Lessee, is amendable to encumbering a portion of its leasehold estate to finance the improvements. The secured sublease premises are described in Exhibit "A" of the contemplated Four-Party Agreement as Parcel "A" containing Hangar A and Parcel "B" as common areas.

The Lender has requested that the County, Ross Tradition LLC, Gooley Air, LLC and California Bank and Trust enter into the Four Party Agreement to set forth the rights and responsibilities of the parties with respect to Gooley Air, LLC's sub-leasehold estate, which serves as security for the banks' loan financing the improvements. Ground Lessor and Ground Lessee, desire to entered into a Four-Party Agreement with California Bank and Trust, as Lender to Finance the Sublease Premises. The County's fee interest will not be encumbered. Moreover, the Four Party Agreement does not alter the rights and obligations of the County pursuant to the terms of the underlying Ground Lease. County Counsel has reviewed the Four Party Agreement and has approved the agreement as to form.

### **Impact on Residents and Businesses**

This action assists in the recapitalization of the Fixed Base Operator.

## **SUPPLEMENTAL:**

### **Additional Fiscal Information**

There is no net county cost and no budget adjustment is required.

## **ATTACHMENTS**

Four-Party Agreement

Recording Requested By:

When Recorded Mail To:

CALIFORNIA BANK & TRUST  
11622 El Camino Real, Suite 200  
San Diego, California 92130  
Attention: Real Estate Loan Department

(ABOVE SPACE FOR RECORDER'S USE)

**FOUR-PARTY AGREEMENT**  
[Jacqueline Cochran Regional Airport — Hangar A]

This FOUR-PARTY AGREEMENT ("Agreement") is dated December 12, 2013 and entered into by and among COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Ground Lessor"), ROSS TRADITION LLC, a Delaware limited liability company ("Ground Lessee"), GOOEY AIR, LLC, a California limited liability company ("Borrower"), and CALIFORNIA BANK & TRUST, a California banking corporation ("Bank"), with reference to the following:

**RECITALS:**

A. Ground Lessor and Ground Lessee are parties to that certain Amended and Restated Ground Lease Agreement (Jacqueline Cochran Regional Airport) dated July 1, 2013 (and signed by Ground Lessor on August 20, 2013) between Ground Lessor as "County" and Ground Lessee as "Lessee" ("Ground Lease"). By way of background, the Ground Lease described in the preceding sentence amended and restated that certain Lease (Jacqueline Cochran Regional Airport) dated July 27, 2004 (and signed by Ground Lessor on September 14, 2004) originally between Ground Lessor as "County" and Ground Lessee's predecessor in interest, Desert Resorts Aviation, LLC ("DRA") as "Lessee" ("Original Ground Lease"). The Original Ground Lease was amended by that certain First Amendment to Lease signed by Ground Lessor on October 17, 2006 and by that certain Second Amendment to lease signed by Ground Lessor on March 17, 2009. DRA assigned its interest in the Original Ground Lease to Tradition Aviation-TRM, LLC, a California limited liability company ("TRM"), by that certain Assignment dated November 9, 2006, which was consented to by Ground Lessor by that certain Consent to Assignment dated February 27, 2007, following which TRM assigned its interest in the Original Ground Lease to Ground Lessee by that certain Assignment dated March 12, 2013, which was consented to by Ground Lessor by that certain Consent to Sale dated effective March 12, 2013 and by that certain Consent to Assignment of Lease dated effective March 12, 2013. A portion of the Ground Lease relates to real property located in the unincorporated Thermal area of Riverside County, California, which is more particularly described in Exhibit A attached hereto ("Property").

B. The Property and the improvements thereon (collectively "Sublease Premises") have been subleased by Ground Lessee to Borrower pursuant to that certain Sublease dated September 9, 2009 between Borrower's predecessor in interest, Caribbean Marine Service Co, Inc. ("CMS"), and Ground Lessee ("Sublease"), CMS having assigned its interest in the Sublease to Borrower by that certain Assignment of Sublease dated May 10, 2012, which was thereafter recorded in the Official Records of Riverside County on April 2, 2013 as Document No. 2013-0156758, and which was consented to by Ground Lessor by that certain Consent to Assignment of Sublease dated July 31, 2012. Additionally, TRM assigned its interest in the Sublease to Ground Lessee by that certain Assignment and Assumption Agreement dated March 12, 2013. Borrower and Ground Lessee are also parties to that certain Hangar Use Agreement dated October 12, 2012 relating to the Sublease Premises ("Ross Tradition Lease").

C. Borrower has applied to Bank for a loan in the amount of \$507,500 ("Loan") to finance the Sublease Premises. A principal component of Bank's security for the proposed Loan would be a deed of trust encumbering Borrower's subleasehold estate arising under the Sublease ("Sublease Deed of Trust").

D. Bank is concerned that it would lose the Sublease Deed of Trust should the Ground Lease be terminated while the Loan is outstanding, either consensually by agreement between Ground Lessor and Ground Lessee or by Ground Lessor unilaterally upon the default of Ground Lessee under the Ground Lease. To address Bank's concerns, the parties wish to provide that at such time as the overall Ground Lease would otherwise be terminated either consensually between Ground Lessor and Ground Lessee or because of a Ground Lessee default, either Borrower or Bank shall have the right to require Ground Lessor to assume, on the same terms, covenants, conditions and provisions, the Sublease as a direct lease between Borrower and Ground Lessor, as to which the Sublease Deed of Trust would remain an encumbrance.

**THE PARTIES AGREE AS FOLLOWS:**

1. Consent to Sublease Deed of Trust. Ground Lessor and Ground Lessee each acknowledge and consent to the encumbrance of Borrower's subleasehold estate arising under the Sublease by the Sublease Deed of Trust. Ground Lessor consents to the Ross Tradition Lease. Ground Lessor and Ground Lessee agree to recognize the existence and continuation of the Sublease, notwithstanding the fact that the Ground Lease amended and restated the Original Ground Lease.

2. Assurances Regarding Ground Lease. Ground Lessor (with respect to Ground Lessor) and Ground Lessee (with respect to Ground Lessee) acknowledge and agree:

(a) The Ground Lease is in full force and effect, neither Ground Lessor nor Ground Lessee is in default of any of its provisions, and no event has occurred that would, with the lapse of time and/or the giving of notice, constitute a default under the Ground Lease. There are no offsets, deductions or credits against payment of rents or other charges due from Ground Lessee under the Ground Lease.

(b) The term of the Ground Lease will terminate thirty (30) years after execution of the Ground Lease.

(c) No actions, whether voluntary or otherwise, are pending against Ground Lessor or Ground Lessee under the bankruptcy laws of the United States or any state thereof.

(d) Ground Lessor and Ground Lessee acknowledge that Bank shall now or hereafter extend credit to Borrower in reliance upon the statements of Ground Lessor and Ground Lessee as set forth above.

3. Notice of Breach Under Ground Lease and Sublease. Ground Lessor agrees that while the Loan is outstanding, Ground Lessor will not exercise any of its remedies under either the Ground Lease or the Sublease unless and until Ground Lessor has (i) delivered to Bank and to Borrower a written notice, describing with reasonable specificity each breach claimed by Ground Lessor to exist in accordance with Paragraph 25 of the Ground Lease, and (ii) Bank shall have been provided an opportunity to cure said breach within the time parameters set forth in Paragraph 25 of the Ground Lease.

4. No Consensual Termination. Ground Lessor and Ground Lessee agree that while the Loan is outstanding, they will not terminate or materially amend the Ground Lease, insofar as any such amendment relates to the duration or nature and use of Ground Lessee's possession and occupancy of the Sublease Premises, without the prior written consent of Bank, which will not be unreasonably withheld or delayed.

5. Continuation of Sublease. Ground Lessor agrees that while the Loan is outstanding, prior to any termination of the Ground Lease (either consensually by agreement between Ground Lessor and

Ground Lessee or by Ground Lessor unilaterally upon the default of Ground Lessee under the Ground Lease), Ground Lessor will notify Borrower and Bank, and at the election of either made within thirty (30) days thereafter Ground Lessor will assume, on the same terms, covenants, conditions and provisions, the Sublease as a direct lease between Borrower and Ground Lessor, subject to all then existing sub-subleases. The Sublease Deed of Trust shall remain outstanding as a direct lien encumbering the leasehold estate created under the Sublease. Without limiting the generality of the foregoing, Bank shall continue to have all of the rights of an encumbrancer under Paragraph 25 of the Ground Lease.

6. Leasehold Mortgages. Ground Lessor and Ground Lessee represent and warrant to Bank there is no current mortgage or deed of trust encumbering the leasehold estate created under the Ground Lease. Ground Lessee agrees that it will not impose any such mortgage or deed of trust while the Loan is outstanding except on terms which expressly recognize the Sublease and the Sublease Deed of Trust and require recordation of a non-disturbance and recognition agreement in form and substance reasonably satisfactory to Bank. The parties expressly acknowledge and agree that in the absence of such a recorded non-disturbance and recognition agreement, any future leasehold mortgage or deed of trust shall be subject and subordinate to the Sublease and the Sublease Deed of Trust.

7. Fee Mortgages. Ground Lessor represents and warrants to Bank that there is no rent mortgage or deed of trust encumbering Ground Lessor's fee interest in the Property. Ground Lessor agrees that it will not impose any such mortgage or deed of trust while the Loan is outstanding except on terms which expressly recognize the Ground Lease, Sublease and the Sublease Deed of Trust and require recordation of a non-disturbance and recognition agreement in form and substance reasonably satisfactory to Bank. The parties expressly acknowledge and agree that in the absence of such a recorded non-disturbance and recognition agreement, any future fee mortgage or deed of trust shall be subject and subordinate to the Ground Lease, Sublease and the Sublease Deed of Trust.

8. Other Provisions.

(a) All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (i) personal service; (ii) facsimile with hard copy mailed the same day; (iii) certified first class mail, return receipt requested; or (iv) nationally recognized overnight courier. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (i), clause (ii) or clause (iv) hereof shall be deemed received upon such personal service or upon delivery by facsimile or overnight courier, and if sent pursuant to clause (iii) shall be deemed received three (3) days following deposit in the mail:

**Ground Lessor:** County of Riverside  
3403 10th Street, Suite 300  
Riverside, California 92501  
Attention: Chad Wilshire  
Facsimile: 951.955.6484

**Ground Lessee:** Ross Tradition LLC  
c/o Ross Aviation  
3033 E. 1st Avenue, Suite 815  
Denver, Colorado 80206  
Attention: Mr. Jeffrey W. Ross  
Facsimile: 303-953-3305

**Borrower:** Goey Air, LLC  
82-545 Showcase Parkway, Suite 104  
Indio, California 92203  
Attention: Mr. Guy H. Evans  
Facsimile: 760.275.6149

**Bank:** California Bank & Trust  
11622 El Camino Real, Suite 200  
San Diego, California 92130  
Attention: Real Estate Loan Department  
Facsimile: 858-793-7425

(b) This Agreement shall be binding upon and shall inure to the benefit of the successors, assignees and transferees of the parties hereto whether by license, sale, gift, operation of law or otherwise.

(c) This Agreement shall be construed in accordance with the laws of the State of California. None of the parties shall have the right to rely upon any representation or warranty not expressly set forth herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each of the parties hereto.

(d) Time is of the essence of each and every one of the provisions herein contained.

(e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(g) This Agreement contains the entire agreement between the parties relating to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect. Any subsequent modification must be in writing signed by the party to be charged.

(h) This Agreement shall be construed as a whole and in accordance with its fair meaning and intent, which is to ensure that Bank has the right to preserve a leasehold encumbrance against the Sublease Premises for so long as the Loan is outstanding. This Agreement shall be liberally construed to effect that meaning and intent.

(i) No provision of this Agreement shall be construed or interpreted against any party because that party, or its legal representative, drafted the provision. Captions and organizations are for convenience and shall not be used in construing meaning.

*[Signature page follows]*

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

**Bank:**

CALIFORNIA BANK & TRUST, a California banking corporation

By: *[Signature]*  
Its: Senior Vice President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Ground Lessee:**

ROSS TRADITION LLC, a Delaware limited liability company

By: *J. W. Pro*  
Its: President

**Borrower:**

GOOEY AIR, LLC, a California limited liability company

By: *[Signature]*  
Guy H. Evans, Co-Trustee of the Evans Living Trust u/a dated April 19, 1995, Manager

By: *[Signature]*  
Malja Evans, Co-Trustee of the Evans Living Trust u/a dated April 19, 1995, Manager

**Ground Lessor:**

COUNTY OF RIVERSIDE

By: *Jeff Stone*  
Jeff Stone  
Chairman, Board of Supervisors

Date: MAR 11 2014, ~~2013~~

**APPROVED AS TO FORM:**

*Pamela S. Walls*  
County Counsel

By: *[Signature]*  
Deputy Asst.

**ATTEST:**

KECIA HARPER-IHEM  
CLERK OF THE BOARD

By: *[Signature]*  
Deputy

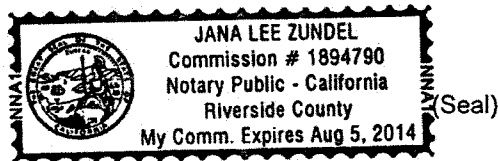
STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

On December 18, 2013, before me, Jana Lee Zundel, Notary Public  
(here insert name and title of the officer), personally appeared Walt Evans and  
Naha Evans, Trustees, 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(ies) 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.

Signature Jana Lee Zundel



STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

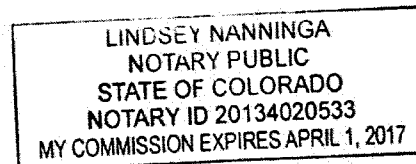
On December 13, 2013, before me, Lindsey Nanninga  
(here insert name and title of the officer), personally appeared Jeffrey W. Ross, President  
, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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.

Signature [Signature]

(Seal)





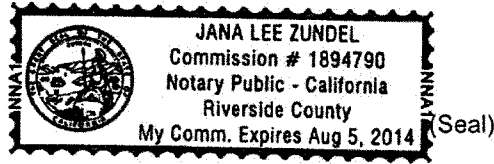
STATE OF CALIFORNIA )  
 )  
COUNTY OF Riverside ) ss.

On December 19, 2013, before me, Jana Lee Zundel, Notary Public  
(here insert name and title of the officer), personally appeared Robert O. Weidemann  
\_\_\_\_\_, 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(ies) 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.

Signature Jana Lee Zundel



STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer), 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(ies), 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.

Signature \_\_\_\_\_

(Seal)

EXHIBIT A

Legal Description of the Property

Real property located in the unincorporated Thermal area of Riverside County, State of California, described as follows:

PARCEL A: (HANGAR A)

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND HIGGINS DRIVE;

THENCE SOUTH 89° 49' 49" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 21, SAID LINE ALSO BEING THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 1274.06 FEET;

THENCE SOUTH 00° 01' 08" EAST, A DISTANCE OF 700.00 FEET;

THENCE NORTH 89°49' 49" WEST, A DISTANCE OF 168.94 FEET;

THENCE SOUTH 00° 10' 11" WEST, A DISTANCE OF 279.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 49'49" EAST, A DISTANCE OF 175.00 FEET;

THENCE SOUTH 00° 10' 11" WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 89°49' 49" WEST, A DISTANCE OF 175.00 FEET;

THENCE NORTH 00° 10' 11" EAST, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B: (COMMON AREA)

A NON-EXCLUSIVE RIGHT TO USE THE COMMON AREA AS DESCRIBED AND DEPICTED IN THE SUBLEASE AND FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE SOUTH 89° 49' 49" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 21, A DISTANCE OF 1274.06 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE COUNTY YARD PARCEL AS DESCRIBED IN DEED RECORDED MAY 27, 1975 AS INSTRUMENT NO. 61056, OFFICIAL RECORDS.

THENCE SOUTH 00° 01' 08" EAST, ALONG SAID EASTERLY LINE OF THE COUNTY YARD PARCEL, A DISTANCE OF 700.00 FEET TO THE SOUTHEAST CORNER

THEREOF, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED;

THENCE CONTINUING SOUTH 00° 01' 08" EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 89° 58' 07" EAST, A DISTANCE OF 481.60 FEET;

THENCE SOUTH 00° 01' 53" WEST, A DISTANCE OF 613.72 FEET;

THENCE NORTH 89° 58' 07" WEST, A DISTANCE OF 791.39 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INVADER AVENUE;

THENCE NORTH 00° 01' 20" EAST, ALONG THE EASTERLY RIGHT OF WAY OF INVADER AVENUE, A DISTANCE OF 75.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY AND THE NORTHERLY RIGHT OF WAY OF LIGHTNING STREET;

THENCE SOUTH 89° 57' 04" WEST, ALONG THE NORTHERLY RIGHT OF WAY OF LIGHTNING STREET; A DISTANCE OF 349.72 FEET TO THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF LOT 4 IN SECTION 21, T.6S., R.8E, S.B.M., AS SHOWN ON MAP OF THE COACHELLA LANDS AND WATER COMPANY, A SHOWN ON MAP THEREOF ON FILE IN BOOK 4 OF MAPS, AT PAGE 53, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00° 01' 08" WEST, ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF LOT 4, A DISTANCE OF 617.81 FEET TO THE SOUTHWEST CORNER OF SAID COUNTY YARD PARCEL;

THENCE SOUTH 89° 49' 49" EAST, ALONG THE SOUTHERLY LINE OF SAID COUNTY YARD PARCEL, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED.

EXCEPTING THEREFROM THOSE AREAS SPECIFICALLY DESIGNATED AS AIRPORT HANGARS A, B, C, D AND E IN THE SUBLEASE.

APN: A PORTION OF 759-060-017-7 AND 759-060-018-8