

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

434



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
February 11, 2014.

SUBJECT: Resolution No. 2014-039, Authorization to Convey Easement Interests in Real Property to McCoy Solar, LLC, CEQA Finding of Nothing Further is Required, District 4, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that although the conveyance of easement interests in real property to McCoy Solar, LLC may have a significant impact on the environment, nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Environment Impact Report No. 528 (SCH#2011101007) certified by this Board in Resolution No. 2014-054;
2. Approve Resolution No. 2014-039, Authorization to Convey Easement Interests in Real Property located near Blythe Airport, County of Riverside, on a portion of Assessor's Parcel Number 818-210-014 by Grant of Easements to McCoy Solar, LLC;

(Continued)

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:
Denise C. Harden

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: 3-12 of 1/28/14

District: 4/4

Agenda Number:

16-2

FORM APPROVED BY: THE ANYN...
COUNSEL
2/13/14
DA

Departmental Concurrence

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

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

Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2014-039, Authorization to Convey Easement Interests in Real Property to McCoy Solar, LLC, CEQA Finding of Nothing Further is Required, District 4, [\$0]

DATE: February 11, 2014

Page 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Supervisors to execute the Grant of Easements after Development Agreement No. 77 has been entered into and is effective so as to complete the conveyance of the easement interests in real property and this transaction;
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this conveyance transaction; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval of the project.

BACKGROUND:

Summary

McCoy Solar, LLC (McCoy) is developing a 750 megawatt photovoltaic solar power plant (the Project) near Blythe Airport. The majority of the Project will be on approximately 4,096 acres of Bureau of Land Management (BLM) land. However, a portion of the Project is on approximately 477 acres of private land under the County's jurisdiction. McCoy is processing a conditional use permit (No. 3682), public use permit (No. 911), and development agreement (No. 77) consistent with the County's solar power plant program (Board of Supervisors Policy No. B-29) for those portions under the County's jurisdiction. Those County applications, as well as the certification of Environmental Impact Report No. 528, will be considered by the Board of Supervisors at a public hearing on February 25, 2014, in a companion agenda item.

To access the Project site and to transfer the generated power to the grid, McCoy will also require non-exclusive easements for access and utility lines across two different sections of APN 818-210-014 owned by the County. APN 818-210-014 is a twenty foot wide strip of land owned by the County that connects the Blythe Airport grounds to a water storage tank situated approximately 7,000 feet to the west of the airport perimeter. The water storage tank is not currently in use, and there are no plans to bring it back into use.

McCoy will not construct, erect or place any building, improvements, structures, fixtures and/or landscaping on any portion of APN 818-210-014 which would obstruct or interfere with the County's use of the property. A similar non-exclusive easement was granted to CA Solar 10, LLC in June 2011, for another solar power plant project.

Pursuant to Government Code section 25526.5 without complying with any other code sections, a county may transfer real property or interests belonging to the county to another entity, under agreed upon terms and conditions if the property or interest to be conveyed is not required for county use and the value is deemed to be under \$25,000. Due to its size and location, it is deemed that this property interest has nominal value.

On January 28, 2014, the Board of Supervisors adopted Resolution 2014-038, Notice of Intention to Convey Easement Interests in Real Property to McCoy Solar, LLC.

For good and valuable consideration being provided in Development Agreement No. 77, the County intends to convey the following non-exclusive easement interests in portions of APN 818-210-014: a 2,099 square foot access easement (Parcel A) and a 4,593 square foot utility easement (Parcel B), more particularly described in Exhibit A and depicted on Exhibit B, attached to Resolution 2014-039. Said grant of the non-exclusive easements will be contingent upon Development Agreement No. 77 being entered into and effective.

(Continued

BACKGROUND:

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

Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2014-039, Authorization to Convey Easement Interests in Real Property to McCoy Solar, LLC, CEQA Finding of Nothing Further is Required, District 4, [\$0]

DATE: February 11, 2014

Page 3 of 3

Summary (Continued)

Although the conveyance of easement interests in real property to McCoy Solar, LLC may have a significant impact on the environment, nothing further is required under CEQA because any potentially significant effects have been adequately analyzed in an earlier Environment Impact Report (EIR) No. 528 (SCH#2011101007) certified by this Board in Resolution No. 2014-054. The potential environmental effects of the McCoy Solar Energy Project were fully studied in Environmental Impact Report No. 528. Conveyance of this easement interest in real property is implementing a portion of the McCoy Solar Energy Project; it will not result in any new significant environmental effects not identified in EIR No. 528. Nor will conveying the easement interest substantially increase the severity of the environmental effects identified in EIR No. 528. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible. Accordingly, the Board of Supervisors hereby finds that it has fully complied with the California Environmental Quality Act and no further environmental documentation is required to approve conveyance of the easement interest in real property.

Impact on Residents and Businesses

APN 818-210-014 is in an uninhabited area north of Blythe Airport. The Board's action will not have an impact on any surrounding residents or businesses. It will aid in the transmission of renewable energy to the power grid.

SUPPLEMENTAL:

Additional Fiscal Information

Staff labor and expenses to process this matter have been paid directly through McCoy's deposit based fees.

Contract History and Price Reasonableness

N/A

Attachment:

Resolution No. 2014-039

Grant of Easement

2
3
4 RESOLUTION NO. 2014-039

5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 REGARDING AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN
7 REAL PROPERTY TO MCCOY SOLAR, LLC
8

9 WHEREAS, the original federal government land grant to the County for the Blythe Airport
10 included a twenty feet wide strip of land (Assessor's Parcel Number 818-210-014) that connects
11 the airport grounds to a water storage tank situated approximately 7,000 feet to the west of the
12 airport perimeter; and

13 WHEREAS, the land and water storage tank are not currently in use, and there is no
14 foreseeable use; and

15 WHEREAS, McCoy Solar, LLC, proposes to develop an up to 750 megawatt photovoltaic
16 solar power plant ("the Project") near Blythe Airport; and

17 WHEREAS, McCoy Solar, LLC is currently processing a conditional use permit (No.
18 3682), public use permit (No. 911), and development agreement (No. 77) for those portions of
19 the Project under the County's jurisdiction; and

20 WHEREAS, to access the Project site and to transfer the generated power to the power
21 grid, McCoy Solar, LLC, will also require non-exclusive easements for access and utility lines
22 across two different sections of APN 818-210-014 owned by the County; and

23 WHEREAS, McCoy Solar, LLC will not construct, erect or place any building,
24 improvements structures, fixtures and/or landscaping on any portion of APN 818-210-014 which
25 would obstruct or interfere with the County's use of the property; and

26 WHEREAS, the value of the property interest requested is deemed to be less than
27 \$25,000.00; and

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 2/13/14
TIP: ANY N. WORTH

1 WHEREAS, on January 28, 2014 in Resolution No. 2014-038 the Board of Supervisors
2 directed the Clerk of the Board to give notice of its intent to convey easement interests to McCoy
3 Solar, LCC; now therefore,

4 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
5 County of Riverside, in regular session assembled on February 25, 2014, at 10:30 a.m., in the
6 meeting room of the Board of Supervisors located on the 1st floor of the County Administrative
7 Center, 4080 Lemon Street, Riverside, California, hereby authorizes the conveyance to McCoy
8 Solar, LLC, the following described real property: Parcel "A", a non-exclusive access easement
9 consisting of two thousand ninety nine (2,099) square feet of land; and Parcel "B", a non-
10 exclusive utility easement consisting of four thousand five hundred ninety three (4,593) square
11 feet of land, both affecting portions of land situated westerly of the Blythe Airport, County of
12 Riverside, California, identified as Assessor's Parcel Number 818-210-014.

13 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
14 Supervisors of the County of Riverside is authorized to execute the documents to complete the
15 conveyance of the easement interest and this transaction after Development Agreement No. 77
16 has been entered and is effective.

17 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
18 Officer/EDA or his designee, is authorized to execute any other documents to complete this
19 transaction.

20 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
21 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

EXHIBIT "A"
MSPP UTILITY EASEMENT
LEGAL DESCRIPTION

BEING PORTIONS OF TRACT 61 AND TRACT 63 AS DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 14, 1948, FILED IN BOOK 1035, PAGE 520, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN PORTIONS OF TRACT 69 AND TRACT 71, SECTION 26, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APPROVED APRIL 1, 1918, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 69, SAID CORNER BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-6, PAGE 29, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 01°39'09" WEST 2175.66 FEET ALONG THE EAST LINE OF SAID TRACT 69 TO THE SOUTH LINE OF SAID TRACT 61;

THENCE SOUTH 71°31'05" WEST 946.60 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 71°31'05" WEST 104.96 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 00°48'12" WEST 20.99 FEET TO THE NORTH LINE OF SAID TRACT 61;

THENCE NORTH 71°31'05" EAST 104.96 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 00°48'12" EAST 20.99 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "A" CONTAINS 2099 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
MSPP UTILITY EASEMENT
LEGAL DESCRIPTION

PARCEL "B"

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, SAID CORNER BEING 2" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-4, PAGE 9, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 89°12'11" EAST 1236.12 FEET ALONG THE SOUTH LINE OF SAID TRACT 71 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 01°42'57" WEST 1340.97 FEET ALONG THE EAST LINE OF SAID TRACT 71 TO THE SOUTH LINE OF SAID TRACT 63;

THENCE SOUTH 71°38'20" WEST 68.65 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 71°38'20" WEST 229.64 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 01°42'14" WEST 20.88 FEET TO THE NORTH LINE OF SAID TRACT 63;

THENCE NORTH 71°38'20" EAST 229.64 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 01°42'14" EAST 20.88 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "B" CONTAINS 4593 SQUARE FEET, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision of:


Robert K. Holt, RCE 27943

Date: 11/05/13

Expires 3/31/2014
The Holt Group, Inc
201 E Hobsonway
Blythe, CA 92225
(760) 922-4658

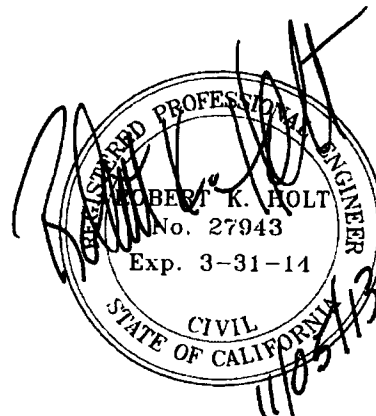
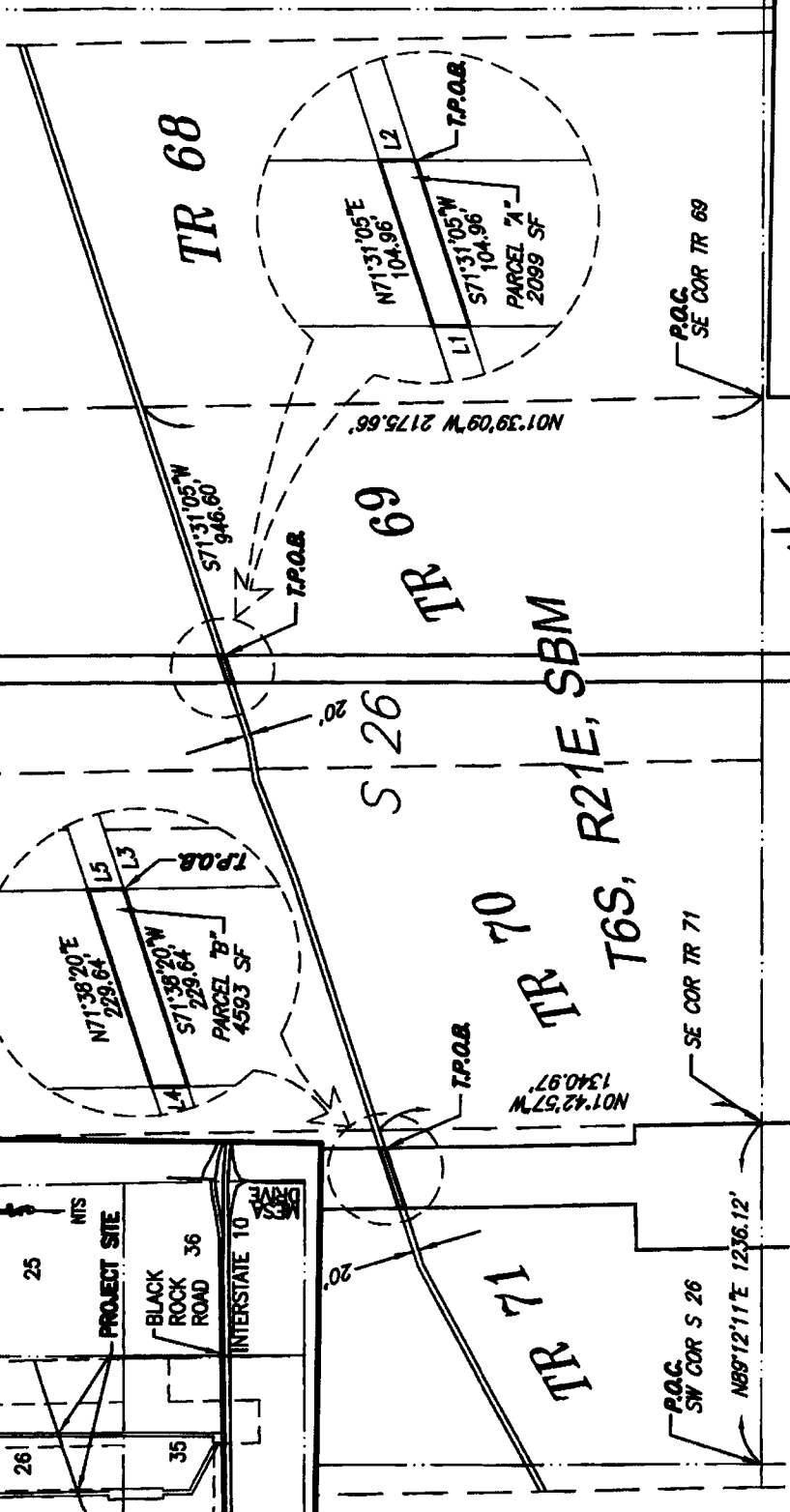
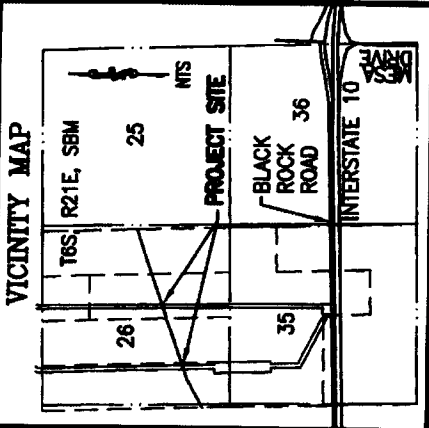
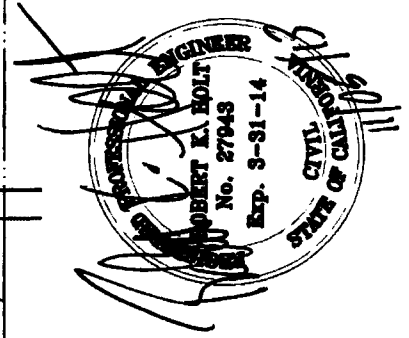


EXHIBIT "B"
MSPP UTILITY EASEMENT



LINE DATA

LINE NO.	BEARING	DISTANCE
L1	N00°48'12"W	20.99'
L2	S00°48'12"E	20.99'
L3	S71°38'20"W	68.65'
L4	N01°42'14"W	20.88'
L5	S01°42'14"E	20.88'



SCALE: 1" = 600'

THG NO. 632.076

The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING

201 E. Hobsonway, Blythe, CA. 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA. 92243
Phone: (760) 337-3883 Fax: (760) 337-5997

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

McCoy Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Scott Busa, Executive Director

JF:ra/011514/169FM/16.666

Space Above Line for Recorder's Use Only

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS ("Grant") is made and entered into as of this ____ day of _____ ("Effective Date"), by the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantor" or "County"), in favor of the MCCOY SOLAR, LLC, a Delaware limited liability company ("Grantee") with reference to the following facts:

RECITALS

- A. Grantor is the owner of certain real property located in the County of Riverside, State of California, designated as Assessor's Parcel Numbers 818-210-014 and more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("Grantor' Property"); and
- B. Grantor desires to grant to Grantee certain easements over, across and through Grantor's Property, subject to and in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Grantor and Grantee, the parties hereto agree as follows:

1. Grant of Easements.

Grantor hereby grants to Grantee, for the use by Grantee and its affiliates and their officers, directors, employees, representatives, agents, contractors, and invitees, the following easements (collectively, the "Easements"):

- (a) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel B" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future and (ii) vehicular and pedestrian ingress and egress; and

- (b) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel A" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future, (ii) vehicular and pedestrian ingress and egress and (iii) installing, operating, maintaining, repairing, and replacing, as necessary, a paved roadway.

2. No Construction.

Grantee shall not construct, erect or place any buildings, improvements, structures, fixtures and/or landscaping on any portion of Grantor's Property that would obstruct or interfere with Grantor's use of the Property.

3. Term.

The parties acknowledge and agree that Grantee and Grantor have also entered into a development agreement (Development Agreement No. 77) for the McCoy Solar Energy Project. The term of this Grant shall be coterminous with the term of the development agreement, as may be extended from time to time.

4. Consideration.

Good and valuable consideration for the Grant of the Easements, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, is included in Development Agreement No. 77 entered into between Grantor and Grantee the McCoy Solar Energy Project. This Grant of Easements is contingent upon Development Agreement No. 77 being entered into and effective.

5. Indemnification.

Grantee shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with the Grantee's rights and obligations under this Grant or due to the acts, omissions or negligence of Grantee or any of its agents, contractors or employees. If any action or proceeding is brought against any of the Grantor Indemnified parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to Grantor or reimburse Grantor Indemnified Party.

6. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property.

7. Modification.

No alteration or variation of any term of this Grant shall be valid unless made in writing and signed by the parties hereto or their successors and assigns, and no oral understanding or agreement not referenced herein shall be binding on any of the parties hereto.

8. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

9. Controlling Law.

The interpretation and performance of this Grant shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

10. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed to effect the purposes of this Grant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

11. Severability.

If any part of this Grant is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Grant shall be given effect to the fullest extent reasonably possible.

12. Authority.

Grantor represents and warrants that this Grant has been duly authorized and executed and constitutes a legally binding obligation of Grantor, enforceable in accordance with its terms. The persons executing this Grant on behalf of Grantee warrant and represent that they have the authority to execute this Grant on behalf of their corporation, partnership or business entity and warrant and represent that they have the authority to bind Grantee to the performance of its obligations hereunder.

13. Successors.

The covenants, terms, conditions and restrictions of this Grant shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. Without limiting the generality of the foregoing, this Grant shall run with the Grantor's Property and be binding upon any successor-in-interest of Grantor in Grantor's Property.

14. Exhibits.

This Grant includes the following exhibits, which are incorporated herein by this reference:

Exhibit A – Legal Description of Easements

Exhibit B – Diagram of Easements

Exhibit C – Legal Description of Grantor's Property

15. Counterparts.

The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the date first written above.

GRANTOR:
COUNTY OF RIVERSIDE

GRANTEE:
MCCOY SOLAR, LLC.

BY: _____
Jeff Stone
Chairman, Board of Directors

By: _____
Title: _____
Authorized Representative

DATE: _____

Attest: _____
Title: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel


By:  _____
Tiffany N. North
Deputy County Counsel

EXHIBIT "A"
MSPP UTILITY EASEMENT
LEGAL DESCRIPTION

BEING PORTIONS OF TRACT 61 AND TRACT 63 AS DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 14, 1948, FILED IN BOOK 1035, PAGE 520, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN PORTIONS OF TRACT 69 AND TRACT 71, SECTION 26, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APPROVED APRIL 1, 1918, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 69, SAID CORNER BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-6, PAGE 29, RECORDS OF RIVERSIDE COUNTY;

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THENCE SOUTH 71°31'05" WEST 946.60 FEET ALONG SAID SOUTH LINE TO THE **TRUE POINT IF BEGINNING**;

THENCE CONTINUING SOUTH 71°31'05" WEST 104.96 FEET ALONG SAID SOUTH LINE;

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THENCE NORTH 71°31'05" EAST 104.96 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 00°48'12" EAST 20.99 FEET TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL "A" CONTAINS 2099 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
MSPP UTILITY EASEMENT
LEGAL DESCRIPTION

PARCEL "B"

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, SAID CORNER BEING 2" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-4, PAGE 9, RECORDS OF RIVERSIDE COUNTY;

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THENCE NORTH 01°42'14" WEST 20.88 FEET TO THE NORTH LINE OF SAID TRACT 63;

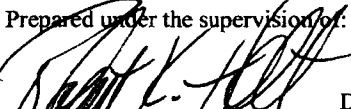
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THENCE SOUTH 01°42'14" EAST 20.88 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "B" CONTAINS 4593 SQUARE FEET, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision of:


Robert K. Holt, RCE 27943

Date: 11/05/13

Expires 3/31/2014
The Holt Group, Inc
201 E Hobsonway
Blythe, CA 92225
(760) 922-4658

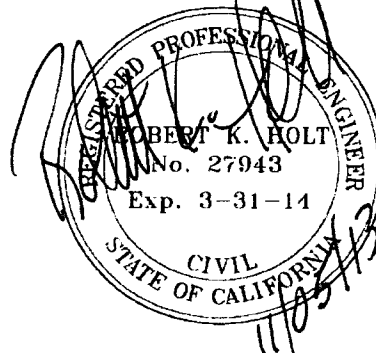
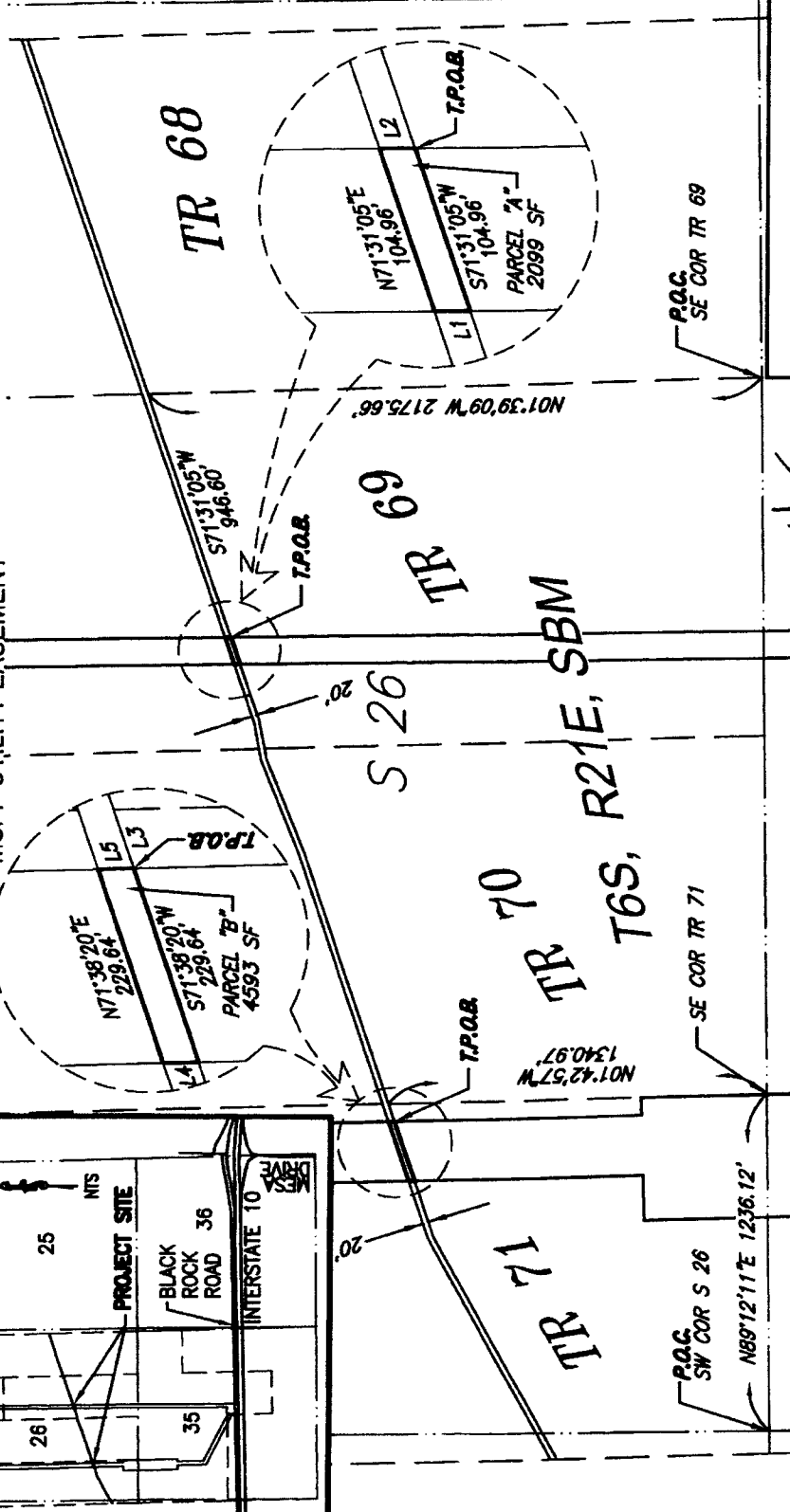
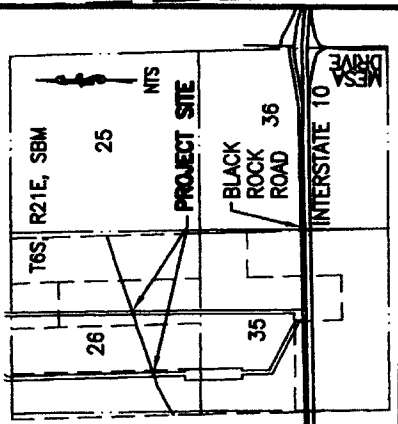


EXHIBIT "B"
MSPP UTILITY EASEMENT

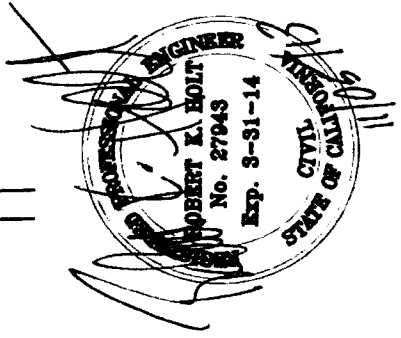
VICINITY MAP



LINE DATA

NO.	BEARING	DISTANCE
L1	N00°48'12"W	20.99'
L2	S00°48'12"E	20.99'
L3	S71°38'20"W	68.65'
L4	N01°42'14"W	20.88'
L5	S01°42'14"E	20.88'

SCALE: 1" = 600'



The Holt Group, Inc.
 ENGINEERING PLANNING SURVEYING
 201 E. Hobsonway, Blythe, CA. 92225
 Phone: (760) 922-4658 Fax: (760) 922-4660
 1601 N. Imperial Ave., El Centro, CA. 92243
 Phone: (760) 337-3883 Fax: (760) 337-5997

EXHIBIT C

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 68 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2604.49 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1373.91 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 68.

PARCEL 2:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 69 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED April 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1267.80 FEET; THENCE SOUTH 80° 35' 50" WEST, 101.86 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 69 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

PARCEL 3:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 70 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 80° 35' 50" WEST, 28.14 FEET; THENCE SOUTH 68° 15' 06" WEST 375.00 FEET; THENCE SOUTH 72° 16' 39" WEST, 963.25 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 70 AND, AT ALL ANGLE POINTS, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

PARCEL 4:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 71 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED April 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 16' 39" WEST, 511.75 FEET; THENCE SOUTH 62° 07' 46" WEST, 920.62 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 765.49 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 71 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

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