

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

879



FROM: TLMA - Planning Department

SUBMITTAL DATE:

June 19, 2014

SUBJECT: DESERT HARVEST SOLAR PROJECT: ADOPTION OF ORDINANCE NO. 922 Granting to Desert Harvest, LLC, a Franchise to Construct and Use an Electrical Transmission Line Under, Along, Across, or Upon the Kaiser Road Rights-Of-Way in Eastern Riverside County – Fast Track Authorization 2013-04 – Applicant: Desert Harvest, LLC – Engineer/Representative: Section Thirty Seven Consultants, LLC – Chuckwalla Zoning Area – Desert Center Area Plan – Location: Northerly of Interstate 10, westerly of Desert Center Rice Road (State Highway 177) within portions of Kaiser Road rights-of-way, 4th/4th Supervisorial District. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors ADOPT ORDINANCE NO. 922, an Ordinance of the County of Riverside Granting to Desert Harvest, LLC, A Delaware Limited Liability Company, and its Lawful Successors and Assigns, in whole or in part, a Franchise to Construct and Use an Electrical Transmission Line, Under, Along, Across, or Upon the Kaiser Road Rights-of-Way in Eastern Riverside County.

(continued on page 2)
jcp:kgb


Juan C. Perez, TLMA Director/
Interim Planning Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Deposit based funds				Budget Adjustment:	N/A
				For Fiscal Year:	N/A

C.E.O. RECOMMENDATION:

APPROVE

BY:


Denise C. Harden

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ Positions Added
☐ Change Order

☐ A-30
☐ 4/5 Vote

Prev. Agn. Ref.: 16-1 of 6/17/14

District: 4/4

Agenda Number:

3-52

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 6/19/14
TIFFANY N. NORTH

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Desert Harvest Solar Project – Adoption of Ordinance No. 922**

DATE: June 19, 2014

PAGE: 2 of 2

BACKGROUND:

The public hearing on the Desert Harvest Solar Project ("Project") was held on June 17, 2014 as agenda item 16-1. At the conclusion of the public testimony, the Board of Supervisors closed the public hearing, (i) considered the environmental effects of the Project as shown in the "Desert Harvest Solar Farm Project Final Environmental Impact Statement and California Desert Conservation Plan Amendment" prepared and approved by the Bureau of Land Management ("BLM") in the Record of Decision, (ii) adopted Resolution No. 2014-146, (iii) approved Public Use Permit No. 914 subject to conditions of approval, and (iv) introduced Ordinance No. 922 granting a franchise to Desert Harvest, LLC ("Desert Harvest") to construct and use an electrical transmission line, under, along, across, or upon the Kaiser Road Rights-of-Way in Eastern Riverside County.

The adoption of Ordinance No. 922 will finalize the Board's approval of the franchise agreement. The County is authorized to grant a franchise pursuant to Article 11, Section 7, of the California Constitution and Government Code section 26001. Per State law, a franchise agreement is adopted by ordinance. Here, the franchise agreement (Ordinance No. 922) would allow Desert Harvest to construct and use the electrical transmission line (also referred to as a "Gen-Tie Line") under, along, across or upon the Kaiser Road rights-of-way and would compensate the County for such construction and use. In 2011, the Board granted a similar franchise for the Desert Sunlight Solar Farm Project in Ordinance No. 909. In accordance with Government Code Section 25131, the Board of Supervisors may adopt Ordinance No. 922 because more than five (5) days have passed since its introduction on June 17, 2014.

As previously advised in agenda item 16-1 of June 17, 2014, Desert Harvest and County staff have reached an agreement on the terms of the franchise which shall be for 30 years. As set forth in Ordinance No. 922 and consistent with Board Policy No. B-29, Desert Harvest will submit annual payments of \$150 per acre, increased annually by 2% from and after 2013 (currently \$153 per acre in 2014), based on the solar power plant net acreage amount of 1,208 acres at full build out. The total "net acreage", agreed upon by Desert Harvest, was calculated using the definition in Board Policy No. B-29. The Project is scheduled to be built in phases and the annual payments will be based on the net acreage included in each phase until complete build out. As currently contemplated by Desert Harvest, the first phase will include a net acreage of 10 acres. The first phase consists of pre-construction surveys, desert tortoise exclusion fencing, and other preconstruction activities. The second phase will include a net acreage of 1,043 acres. The third phase will include a net acreage of 155 acres. The Gen-Tie Line is planned for construction during the second phase. Desert Harvest will also take agreed upon actions to ensure that local sales and use taxes are directly allocated to the County to the maximum extent possible under the law. Further, the franchise agreement also requires Desert Harvest to defend, indemnify and hold harmless the County and requires insurance coverage.

Impact on Citizens and Businesses

The impacts of processing the franchise agreement and adoption of this ordinance have been evaluated through the environmental review and public hearing process by staff and the Board of Supervisors. The opportunity for public review and comment was provided during the June 17, 2014, public hearing scheduled for this Project and any verbal or written testimony provided by the public was considered by the Board at that time. Today's action on the adoption of Ordinance No. 922 will finalize the Board's approval of the franchise agreement.

Staff labor and expenses to process this Project have been paid directly through Desert Harvest's deposit based fees.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

The Board of Supervisors of the County of Riverside ordains as follows:

- a. Base Payment. An amount equal to one hundred fifty dollars (\$150) multiplied by the entire Net Acreage for the Project and which is payable to County annually pursuant to section 4 of this ordinance and increased annually by two percent (2%) from and after 2013 (currently \$153 per acre in 2014).
- b. Construct and Use. To lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate, and/or remove.
- c. County. The County of Riverside of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- d. County Parties. County, County Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents and employees.
- e. Electrical Transmission Line. Poles, towers, supports, wires, conductors, cables, guys, stubs, platforms, cross-arms, braces transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, communication circuits, appliances, attachments, appurtenances, and any

1 other property located or to be located under, along, across, or upon the
2 Franchise Area for the purpose described in subsection f. of section 1.

3 f. Franchise. The authorization granted hereunder to Construct and Use
4 the Electrical Transmission Line to connect Grantee's solar power electrical
5 generation facilities to Southern California Edison's Red Bluff Substation,
6 under, along, across, or upon the Kaiser Road rights-of-way.

7 g. Franchise Area. The precise location of the Electrical Transmission
8 Line to be Constructed and Used under, along, across, or upon the Kaiser
9 Road rights-of-way, as more fully described and depicted on Exhibits A and
10 B, attached hereto and incorporated herein by this reference. To the extent
11 that the Franchise Area includes any real property owned in fee by County,
12 this Franchise shall also remain valid and effective with respect to such real
13 property, regardless of whether or not the Kaiser Road rights-of-way may or
14 may not have merged into the underlying fee interest.

15 h. Government Agency. State, County, City or other political
16 subdivision or governmental agency or instrumentality of the State of
17 California, when acting in a governmental capacity.

18 i. Grantee. Desert Harvest, LLC, a Delaware Limited Liability
19 Company, and its lawful successors and assigns, in whole or in part, which
20 jointly hold, and may use this Franchise and which are jointly and severally
21 responsible for all provisions, rights, obligations and duties of this
22 ordinance.

23 j. Local Sales and Use Taxes. The one percent sales and use taxes imposed
24 pursuant to and governed by the Bradley-Burns Uniform Local Sales and
25 Use Tax Law, Revenue and Taxation Code Section 7200 et seq.

26 k. Net Acreage. All areas involved in the production of power including, but
27 not limited to, the power block, solar collection equipment, areas
28 contiguous to solar collection equipment, transformers, transmission lines

1 and/or piping, transmission facilities (on and off-site), service roads
2 regardless of surface type – including service roads between panels or
3 collectors, structures, and fencing surrounding all such areas. Net acreage
4 shall not include off-site access roads or areas specifically set aside either as
5 environmentally sensitive or designated as open space, and shall not include
6 the fencing of such set aside areas. The approximate Net Acreage for the
7 Project is 1,208 acres. In the event the Net Acreage of the Project is
8 modified by any subsequent development approval of the County, court
9 order, or by election of the Grantee, the Planning Director, in consultation
10 with the County Executive Officer and County Counsel, shall recalculate
11 the Net Acreage and such recalculated Net Acreage shall be documented in
12 writing and used for all purposes under this Franchise as though it were a
13 part hereof. An amendment to this Franchise shall be required for such
14 recalculation and its implementation under this Franchise if such
15 recalculation decreases the Net Acreage by twenty percent (20%) or more.

- 16 1. Project. The Desert Harvest Solar Project described in the “Desert
17 Harvest Solar Project Final Environmental Impact Statement and California
18 Desert Conservation Plan Amendment,” and approved by the Bureau of
19 Land Management in its Record of Decision dated March 13, 2013,
20 including the Electrical Transmission Line and all solar power electrical
21 generation facilities.

22 Section 2. AUTHORITY AND GRANT. Pursuant to and in accordance with the
23 provisions of the California Constitution Article 11, Section 7, and Government Code Section 26001, the
24 County hereby grants to Grantee, the Franchise described in this ordinance and all provisions, rights,
25 obligations and duties hereof shall extend and inure to and be binding on Grantee. The Franchise granted
26 herein is solely for the specified uses set forth in this ordinance.

27 Section 3. TERM. This Franchise shall be for a definite term of thirty (30) years from
28 the effective date of this ordinance and shall endure in full force and effect during such term unless this

1 Franchise shall be voluntarily surrendered or abandoned by Grantee; or unless the State or some
2 municipal or public corporation shall purchase by voluntary agreement, or shall condemn and take under
3 the power of eminent domain, all property actually used and useful in the exercise of this Franchise and
4 situated within the territorial limits of the State, municipal, or public corporation purchasing or
5 condemning such property; or unless this Franchise shall be forfeited for noncompliance with its terms by
6 Grantee.

7 Section 4. CONSIDERATION AND PAYMENTS.

8 a. If development of the Project occurs in a single phase, within five (5)
9 business days of the commencement of construction of the entire Project,
10 Grantee shall provide written notice to County of such commencement of
11 construction and Grantee shall pay to the County an amount equal to the
12 Base Payment calculated on the Net Acreage of the entire Project; provided
13 however, that such initial payment shall be prorated based on the number of
14 whole months remaining between the date of the payment and the first
15 following September 30th.

16 b. As stated in the Desert Harvest Solar Project Final Environmental Impact
17 Statement and California Desert Conservation Plan Amendment,
18 development of the Project may occur in three phases. The phasing could
19 include an initial phase involving pre-construction surveys, exclusion
20 fencing around a 10-acre area in the northwest corner of the Project site,
21 desert tortoise exclusion (if tortoise are present), clearing and construction
22 of a laydown yard, parking area, and pad mounts for transformers. A second
23 phase could include site fencing, installation of temporary power, site
24 grading and preparation over a 1,043-acre area, construction of an
25 operations and maintenance building and on-site roads, construction of the
26 on-site wells, construction of the project substation and switch-yard, and
27 assembly and installation of panel blocks and wiring for 137 megawatts of
28 solar power. A third phase could include site grading and preparation over a

1 155-acre area, assembly and installation of panel blocks and wiring for 13
2 megawatts of solar power. The Electrical Transmission Line is planned for
3 construction during the second phase. If the development of the Project
4 occurs in phases, prior to the commencement of construction of the Project,
5 Grantee shall provide written notice to County of Grantee's decision to
6 develop the Project in phases and, prior to the commencement of
7 construction for each phase, Grantee shall provide written notice of such
8 commencement of construction of the phase and shall pay to County an
9 amount equal to that portion of the Base Payment calculated on the basis of
10 the Net Acreage for the phase in question; provided, however, that each
11 initial payment for each phase shall be prorated based on the number of
12 whole months remaining between the date of the payment and the first
13 following September 30th.

14 c. Grantee shall make subsequent annual payments in an amount equal to the
15 Base Payment for the entire Project, or, if the construction of the Project is
16 to be phased, that portion of the Base Payment attributable to each initiated
17 phase of the Project, on or by September 30 of each year during the term of
18 the Franchise.

19 d. Grantee shall pay any application fees, administrative fees, processing fees,
20 late charges, accrued interest, and penalties required in connection with this
21 Franchise. These fees may be charged at the rates applicable at the time of
22 payment.

23 e. Grantee shall pay all encroachment permit fees, inspection fees, and unit
24 inspection fees related thereto in connection with the processing of
25 applications for any necessary encroachment permits to Construct and Use
26 the Electrical Transmission Line in the Franchise Area as such fees are
27 specified in Appendix A of Ordinance No. 499. These fees may be charged
28

1 at the rates applicable at the time of payment as set forth in Appendix A of
2 Ordinance No. 499.

3 f. Grantee shall pay to County a sum of money sufficient to reimburse it for
4 all publication expenses incurred by it in connection with the granting of
5 this Franchise; such payment to be made within thirty (30) days after
6 County furnishes Grantee with a written statement of such expenses.

7 g. County has advised Grantee that Kaiser Road was not engineered to handle
8 heavy construction truck traffic. Unless Grantee has otherwise made the
9 repairs itself, Grantee shall pay to County the cost of all repairs to County
10 public property (or to other public property not belonging to the County but
11 which the County is obligated to repair) made necessary by any damage
12 demonstrably caused by Grantee while performing any activities authorized
13 under this Franchise. The extent of any repairs subject to this provision shall
14 be measured from baseline conditions as of the date Grantee starts activities
15 authorized under this Franchise and shall be calculated by phase if the
16 Project is phased. In no event shall Grantee be obligated to perform or pay
17 for repairs attributable to deferred maintenance of the County or to damage
18 to public property caused by the activities of others, including incidental
19 activities, such as third-party construction traffic. The cost of repairs
20 attributable to Grantee shall be determined as follows:

21 1. Current Conditions Estimate. Prior to the start of activities
22 authorized under this Franchise, Grantee shall hire an engineering
23 firm to prepare a written determination of the then current status of
24 County public property (or other public property not belonging to
25 the County but which the County is obligated to repair) within the
26 boundaries of the Franchise Area ("Grantee Engineering Report")
27 and shall submit the Grantee Engineering Report to the County. Not
28 later than forty-five (45) days after submittal of the Grantee

1 Engineering Report to the County, County shall either (i) accept the
2 Grantee Engineering Report as an accurate representation of
3 baseline conditions as of the date Grantee starts activities authorized
4 under this Franchise; or (ii) notify Grantee in writing of County's
5 decision to hire a different engineering firm to prepare, within ninety
6 (90) days of the County's receipt of the Grantee Engineering Report,
7 a separate written determination of the then current status of County
8 public property (or other public property not belonging to the
9 County but which the County is obligated to repair) within the
10 boundaries of the Franchise area ("County Engineering Report").
11 County shall be deemed to have accepted the determination of the
12 Grantee Engineering Report if County does not notify Grantee
13 within forty-five (45) days of County's receipt of the Grantee
14 Engineering Report that County has decided to request the County
15 Engineering Report. If County elects to request a County
16 Engineering Report, and the current conditions estimate of the
17 Grantee Engineering Report and County Engineering Report differ
18 by ten percent (10%) or less (e.g., by reference to the Pavement
19 Conditions Index), then the average of the two determinations shall
20 be deemed the baseline conditions as of the date Grantee starts
21 activities authorized under this Franchise. If such not be the case,
22 then Grantee shall accept the lower of the two estimates or, at the
23 election of Grantee, the engineering firm that prepared the Grantee
24 Engineering Report and the engineering firm that prepared the
25 County Engineering Report shall mutually select a third qualified
26 and impartial engineering firm ("Third Engineering Firm") to issue a
27 determination of baseline conditions as of the date Grantee starts
28 activities authorized under this Franchise ("Third Engineering

Report"). The determination of the Third Engineering Report shall be conclusive and binding on the Parties.

2. Grantee shall designate an engineering firm, subject to the approval of the County and the approval of which shall not be unreasonably withheld, to monitor activities conducted by Grantee under this Franchise for purposes of assessing Grantee's proportional contribution to any damage to County public property (or other public property not belonging to the County but which the County is obligated to repair) made necessary by damages demonstrably caused by Grantee. County shall make reasonable efforts to assist Grantee in obtaining monitoring information regarding other activities that could reasonably be considered to cause damage to County public property within the Franchise Area.

3. Repair Estimate. Upon completion of construction activities performed under this Franchise, the same process of subsection g.1., above, shall be applied to determine, instead of then current conditions, the extent and cost of repairs to County public property (or to other public property not belonging to the County but which the County is obligated to repair) made necessary by any damage demonstrably caused by Grantee, including possible reconstruction. Grantee shall pay such costs within thirty (30) days after County furnishes Grantee with an invoice to the sum of the determination of attributable cost developed pursuant to the procedure required by this paragraph. If Grantee fails to make such payment, County may immediately draw upon a single \$2,500,000 irrevocable standby Letter of Credit in favor of the County that is required for all encroachment permits for the Project, which has been agreed upon by Grantee and County. Such draw upon the Letter of Credit shall

1 be in that amount necessary to cover the cost to the County of
2 undertaking the repairs to County public property (or to other public
3 property not belonging to the County but which the County is
4 obligated to repair) made necessary by any damage demonstrably
5 caused by Grantee. Any draws upon the Letter of Credit shall not
6 limit the County's right and ability to make further draws upon the
7 Letter of Credit up to the aggregate limit of \$2,500,000.

8 4. If Grantee undertakes the repair work itself, the County will
9 inspect the work and notify Grantee as to whether it has accepted the
10 repairs within forty-five (45) days of Grantee's written notice.

11 5. Grantee shall be responsible for all reasonable costs incurred
12 for the services of any engineering firms regarding determinations
13 under subsections g.1, g.2 and g.3 above, except that Grantee shall
14 not be responsible for any cost of a County Engineering Report or
15 Third Engineering Report to the extent it exceeds the cost of a
16 Grantee Engineering Report by more than fifteen percent (15%).

17 h. Local Sales and Use Tax. Grantee and County acknowledge and agree that
18 solar power plant owners have a responsibility to assure that sales and use
19 taxes are reported and remitted to the California State Board of Equalization
20 ("BOE") as provided by law. To ensure allocation directly to County, to the
21 maximum extent possible under the law, of the sales and use taxes payable
22 in connection with the construction of the Project, Grantee shall do the
23 following consistent with the law:

24 1. If Grantee meets the criteria set forth in applicable BOE regulations
25 and policies, Grantee shall obtain a BOE permit for the Project
26 jobsite and report and remit all such taxable sales or uses pertaining
27 to construction of the Project using the permit or sub-permit for that
28 jobsite to the maximum extent possible under the law.

2. Grantee shall contractually require that all contractors and subcontractors whose contract with respect to the Project exceeds \$100,000.00 who meet the criteria set forth in applicable BOE regulations and policies ("Major Subcontractors") must obtain a BOE permit or sub-permit for the solar power plant jobsite, if required by the applicable BOE regulations and policies, and report and remit all such taxable sales or uses pertaining to construction of the Project using the permit or sub-permit for that jobsite to the maximum extent possible under the law.
3. Grantee shall notify County of the contract on-line date of the Project, such date being the date of final completion under the engineering, procurement, and construction agreement for the Project.
4. Prior to commencement of construction for any phase of the Project, Grantee shall deliver to County a list that includes, as applicable and without limitation, each Major Subcontractor's business name, value of contract, scope of work on the Project, procurement list for the Project, BOE account numbers and permits or sub-permits specific to the Project jobsite, contact information for the individuals most knowledgeable about the Project and the sales and use taxes for such Project, and, in addition, shall attach copies of each permit or sub-permit issued by the BOE specific to the Project jobsite. Said list shall include all the above information for the Project owner, its contractors, and all Major Subcontractors. Grantee shall provide updates to the County of the information required under this section within thirty (30) days of any changes to the same, including the addition of any Major Subcontractor.
5. Grantee shall certify in writing that it understands the procedures for

1 reporting and remitting sales and use taxes in the State of California
2 and will follow all applicable state statutes and regulations with
3 respect to such reporting and remitting.

4 6. Grantee shall contractually require that each Major Subcontractor
5 certify in writing that they understand the procedures for reporting
6 and remitting sales and use taxes in the State of California and will
7 follow all applicable state statutes and regulations with respect to
8 such reporting and remitting.

9 7. Grantee shall deliver to County or its designee (as provided in
10 subsection h.8 below) copies of all sales and use tax returns
11 pertaining to the Project filed by Grantee and Major Subcontractors.
12 Such returns shall be delivered to County or its designee within
13 thirty (30) days of filing with the BOE. Such tax returns may be
14 redacted to protect, among other things, proprietary information and
15 may be supplemented by additional evidence that payments made
16 complied with this policy.

17 8. County may, at its sole discretion, select and retain the services of a
18 private sales tax consultant with expertise in California sales and use
19 taxes to assist in implementing and enforcing compliance with the
20 provisions of this Franchise and that Grantee shall be responsible for
21 all reasonable costs incurred for the services of any such private
22 sales tax consultant and shall reimburse County within thirty (30)
23 days of written notice of the amount of such costs.

24 i. In the event Grantee fails to make any of the payments provided for herein,
25 then, following notice of such failure from County and subsequent failure
26 by Grantee to cure within the applicable cure period, Grantee shall pay a
27 late charge of ten percent (10%) of the amount due, said ten percent (10%)
28 being due thirty (30) days after the expiration of the applicable cure period

1 specified in section 13. The ten percent (10%) has been set by both parties
2 hereto in recognition of the difficulty in affixing actual damages from a
3 breach of said time of performance requirement.

4 j. In the event full payment of any rate, payment, or fee, including the ten
5 percent (10%) late charge, is not received within sixty (60) days after the
6 due date, an assessment of interest shall accrue on the unpaid balance at one
7 percent (1%) per month beginning on the sixty first (61st) day after the due
8 date, provided that County has notified Grantee in accordance with section
9 13 and Grantee has failed to pay within the required period.

10 k. Should the Board of Supervisors adopt any new policy after the effective
11 date of this ordinance requiring the negotiation of revenue generating
12 agreements for solar power plants or requiring solar power plant developers
13 to pay a specified fee in connection with County's conveyance of a real
14 property interest or the issuance of a permit for a solar power plant to
15 ensure that County does not disproportionately bear the burden of solar
16 energy production, the Grantee may elect to exempt the Project from such
17 policy, it being acknowledged and agreed that Grantee is paying
18 consideration to County as specifically provided pursuant to the express
19 terms of this ordinance. Grantee's other projects, however, would not be
20 eligible to claim an exemption based on the foregoing exemption provided
21 to Grantee pursuant to this ordinance.

22 Section 5. CONSTRUCTION, USE AND MAINTENANCE

23 a. Grantee shall Construct and Use the Electrical Transmission Line in
24 accordance and in conformity with all of the ordinances and rules adopted
25 by the Board of Supervisors in the exercise of its police powers and not in
26 conflict with the paramount authority of the State, and, as to state highways,
27 subject to the laws relating to the location and maintenance of electrical
28 transmission lines therein.

- 1 b. Grantee shall Construct and Use the Electrical Transmission Line in the
2 Franchise Area described in Exhibits A and B and at the locations described
3 in the exhibits attached to the encroachment permit(s) to be issued by
4 County Transportation Director pursuant to this Franchise and Ordinance
5 No. 499. The exact locations of the Electrical Transmission Line within the
6 Franchise Area shall be determined by the County during the encroachment
7 permitting stage. The Electrical Transmission Line shall be located so that
8 its construction and use do not interfere with the use of the Franchise Area
9 by the traveling public or with the use of County property or County public
10 works for their primary purposes, except for temporary interference caused
11 by Electrical Transmission Line construction activities consistent with those
12 described in the Desert Harvest Solar Project Final Environmental Impact
13 Statement and California Desert Conservation Plan Amendment.
- 14 c. Grantee shall undertake its work in such manner as to leave the Franchise
15 Area or other public property in as good condition as it was prior to said
16 work.
- 17 d. Grantee shall modify the Electrical Transmission Line, and the procedures
18 associated with its maintenance and testing, to comply with all future
19 statutes, laws, ordinances and rules, regulations, policies or standards
20 adopted pursuant thereto that are generally applicable to pre-existing
21 improvements, provided, however, that County, in its proprietary capacity,
22 shall not undertake actions that would serve to deprive Grantee of any
23 material benefit of this Franchise.
- 24 e. Prior to commencing construction of Project, Grantee shall create and
25 maintain an emergency response plan, and shall at all times maintain the
26 necessary trained personnel and equipment to respond timely to any damage
27 or destruction (e.g., fire) associated with the Electrical Transmission Line.
28

- 1 f. Grantee shall in good faith commence construction under this Franchise
2 within not more than three (3) years from the granting of this Franchise,
3 and, if not so commenced within said time, this Franchise shall be declared
4 forfeited, provided that Grantee's obligation to commence construction
5 shall be extended, day for day, for each day that any stay or injunction
6 imposed by a court of competent jurisdiction, delays the issuance of all final
7 permits for, or construction of the Project and/or the Electrical Transmission
8 Line. The completion of the work shall be prosecuted diligently and in
9 good faith by Grantee.
- 10 g. Grantee shall, upon demand by County, and at the expense of Grantee,
11 precisely identify the location, by land survey measurements or other
12 accurate means, of the Electrical Transmission Line under this Franchise,
13 for the purpose of the design or construction of public works projects on
14 County rights-of-way.
- 15 h. Grantee shall relocate without expense to County any portion of the
16 Electrical Transmission Line installed, used, and maintained under this
17 Franchise if and when made necessary by any lawful change of grade,
18 alignment, or width of any public street, way, alley, or place by County.
- 19 i. Before any excavation or other work requiring excavation in the Franchise
20 Area, Grantee shall notify County Transportation Director, no less than
21 thirty (30) days prior to commencement of such excavation or work.
22 Provided that, in cases of emergency requiring immediate action, Grantee
23 may make excavations and perform work in the Franchise Area to repair
24 and restore the Electrical Transmission Line without giving prior notice to
25 County Transportation Director of such excavation and work, but notice
26 thereof shall be given to said Director promptly after the commencement of
27 such excavation and work. In all cases, Grantee at its own cost and expense
28 shall without unnecessary delay replace and restore the excavated portion of

1 the Franchise Area to as good condition as it was prior to such excavation
2 and work.

- 3 j. In the event the County takes action which compels the Project to stop all
4 power production for a period longer than ninety (90) consecutive days for
5 any reason other than a default under this ordinance or a violation of the
6 conditions of approval of any existing permit issued by the County for the
7 Project, the next payment due under section 4.a. of this ordinance shall be
8 reduced in proportion to the amount of time the Project was compelled by
9 County to remain inoperative.

10 Section 6. REMOVAL. Upon surrender, abandonment, termination, or forfeiture of
11 this Franchise, Grantee shall, upon written request of County and at its own expense, remove its Electrical
12 Transmission Line and all ancillary equipment from County roadways and rights of way, properly and
13 lawfully dispose of all such materials and ancillary equipment, and restore the Franchise Area to its
14 original condition.

15 Section 7. INDEMNIFICATION.

- 16 a. Grantee shall defend, indemnify and hold harmless County Parties from any
17 liability whatsoever, based or asserted upon any act or omission, including
18 but not limited to negligent acts or omissions, of Grantee, its officers,
19 agents, employees, subcontractors and independent contractors, for property
20 damage, bodily injury, or death or any other element of damage of any kind
21 or nature, relating to or, in any way connected with or arising from any
22 operations under this Franchise, specifically excluding therefrom the gross
23 negligence or willful misconduct of the County Parties. The obligation to
24 defend, indemnify and hold harmless expressed herein shall include,
25 without limitation, attorney fees, expert fees and investigation expenses and
26 shall survive until any and all claims, actions and causes of action with
27 respect to any and all such alleged acts or omissions are fully and finally
28 barred by the applicable statute of limitations, unless such statute of

1 limitations is overturned by any court of jurisdiction whereupon the
2 indemnification shall continue until all issues are fully resolved.

- 3 b. Grantee shall also defend, indemnify and hold harmless County Parties
4 from any action or claim brought by any third party to attack, set aside, void
5 or annul County's approval of this Franchise, this ordinance or any
6 subsequently issued encroachment permit. The obligation to defend,
7 indemnify and hold harmless expressed herein shall include, without
8 limitation, attorney fees, expert fees and investigation expenses and shall
9 survive until any and all claims, actions and causes of action with respect to
10 any and all alleged acts or omissions are fully and finally barred by any
11 applicable statute of limitations, unless such statute of limitations is
12 overturned by any court of jurisdiction whereupon the indemnification shall
13 continue until all issues are fully resolved.

14 Section 8. INSURANCE. Without limiting or diminishing Grantee's obligation to
15 indemnify or hold County harmless, Grantee shall procure and maintain or cause to be maintained, at its
16 sole cost and expense, the following insurance coverages during the term of this ordinance which either
17 meet the limits of liability set forth below or are covered when combined with excess umbrella policies.

18 a. Workers' Compensation:

19 Grantee shall maintain statutory Workers' Compensation Insurance
20 (Coverage A) as prescribed by the laws of the State of California. Policy
21 shall include Employer's Liability (Coverage B) including Occupational
22 Disease with limits not less than one million (\$1,000,000) per person per
23 accident. Policy shall be endorsed to waive subrogation in favor of County.

24 b. Commercial General Liability:

25 Grantee shall maintain Commercial General Liability insurance coverage,
26 including but not limited to, premises liability, contractual liability,
27 completed operations, personal and advertising injury covering claims
28 which may arise from or out of Grantee's performance of its obligations

1 hereunder. Policy shall include County Parties as an additional insured with
2 respect to Grantee's performance hereunder. Policy's limit of liability shall
3 not be less than five million dollars (\$5,000,000) in the aggregate and not
4 less than three million dollars (\$3,000,000) per occurrence.

5 c. Vehicle Liability:

6 Grantee shall maintain liability insurance for all owned, non-owned or hired
7 vehicles in an amount not less than one million (\$1,000,000) per occurrence
8 combined single limit. If such insurance contains a general aggregate limit,
9 it shall apply separately to this Franchise or be no less than two (2) times
10 the occurrence limit. Policy shall name County Parties as an additional
11 insured.

12 d. General Insurance Provisions - All lines:

13 1. Any insurance carrier providing insurance coverage hereunder shall
14 be admitted to the State of California and have an A.M. BEST rating
15 of not less than an A: VII (A: 7) unless such requirements are
16 waived, in writing, by the County Risk Manager. If County's Risk
17 Manager waives a requirement for a particular insurer such waiver is
18 only valid for that specific insurer and only for one policy term.

19 2. Grantee's insurance carrier(s) must declare its insurance deductibles
20 or self-insured retentions. If such deductibles or self-insured
21 retentions exceed five hundred thousand dollars (\$500,000) per
22 occurrence such deductibles and/or retentions shall have the prior
23 written consent of County Risk Manager before commencement of
24 construction under this Franchise. Upon notification of deductibles
25 or self-insured retentions which are deemed unacceptable to County,
26 at the election of County's Risk Manager, Grantee's carriers shall
27 either: (i) reduce or eliminate such deductibles or self-insured
28 retentions as respects this Franchise with County, or (ii) procure a

1 bond which guarantees payment of losses and related investigations,
2 claims administration, defense costs and expenses.

- 3 3. Prior to commencement of construction of the Project or each phase
4 of the Project and annually thereafter, at the anniversary of the
5 Grantee's insurance renewals, Grantee shall cause its insurance
6 carrier(s) to furnish County with: (i) a properly executed original
7 certificate(s) of insurance and certified original copies of
8 endorsements effecting coverage as required herein; or, (ii) if
9 requested to do so orally or in writing by County Risk Manager,
10 allow County Risk Manager to review a certified copy of the
11 original policy and all endorsements thereto at the offices of the
12 Risk Manager or provide original Certified copies of policies
13 including all endorsements and all attachments thereto, showing
14 such insurance is in full force and effect. Further, to the extent
15 available from the insurance company, said certificate(s) and
16 policies of insurance shall contain the covenant of the insurance
17 carrier(s) providing that no less than thirty (30) days written notice
18 be given to County prior to any material modification or
19 cancellation of such insurance. In the event of a material
20 modification or cancellation of coverage, County may forfeit this
21 Franchise as provided below if Grantee does not have such
22 insurance reinstated or replaced within the cure period specified in
23 section 13. Evidence of any such reinstatement or replacement shall
24 include a properly executed original certificate of insurance and
25 original copies of endorsements or certified original policies,
26 including all endorsements and attachments thereto evidencing
27 coverages and the insurance herein is in full force and effect.
28 Individual(s) authorized by the insurance carrier to do so on its

1 behalf shall sign the original endorsements for each policy and the
2 certificate of insurance. Grantee shall not commence construction
3 under this Franchise until County has been furnished original
4 certificate(s) of insurance and certified original copies of
5 endorsements or policies of insurance including all endorsements
6 and any and all other attachments as required in this section.

7 4. It is understood and agreed by the parties hereto and Grantee's
8 insurance company(s) that the certificate(s) of insurance and policies
9 shall so covenant and shall be construed as primary insurance, and
10 County's insurance and/or deductibles and/or self-insured retentions
11 or self-insured programs shall not be construed as contributory as
12 respects all claims that arise from this Franchise.

13 5. Grantee shall pass down the insurance obligations contained herein
14 to all tiers of contractors and subcontractors working under this
15 Franchise.

16 e. Not more frequently than once every five (5) years, County reserves the
17 right to adjust the types of insurance required under this ordinance and the
18 monetary limits of liability for the insurance coverage required herein, if, in
19 County Risk Manager's reasonable judgment based on commercially
20 reasonable amounts of insurance coverage required to be carried for similar
21 operations, the amounts or types of insurance coverage specified herein
22 have become materially inadequate due to passage of time or changed
23 circumstances.

24 Section 9. ANNEXATION. Whenever any portion of the territory covered by this
25 Franchise shall be annexed to, or otherwise become a part of any municipal corporation, or of any other
26 county, the rights reserved under this ordinance to County, or County Parties, shall inure to the benefit of
27 such municipal corporation or county, and its appropriate officers and employees.
28

1 Section 10. TRANSFERS AND ASSIGNMENTS. Grantee shall have the right to
2 transfer this Franchise, in whole or in part, or assign all or part of its rights and interests hereunder,
3 including, without limitation, granting a security interest to any lender or any other investor. In such
4 event, Grantee shall provide County, within thirty (30) days of any sale, transfer, assignment or lease of
5 this Franchise or any part hereof, with written evidence of the transaction certified by Grantee or its duly
6 authorized officers. Grantee shall also provide written evidence, in a form reasonably acceptable to
7 County, establishing to County's satisfaction that any transferee or assignee (other than a lender that has
8 not foreclosed on its security interest) is in financially sound condition and able to comply with the
9 obligations of Grantee under this Franchise; County shall have the right to request additional information
10 to confirm the foregoing. Establishing County's satisfaction shall not require unreasonable measures or
11 criteria. Any such transferee or assignee shall remain subject to all the terms and conditions in this
12 ordinance including the obligation to maintain insurance coverage in the amounts specified in this
13 ordinance.

14 Section 11. GOVERNMENT AGENCY WORK.

- 15 a. A Government Agency may improve any highway or portion thereof in
16 which Grantee's Electrical Transmission Line has been constructed or
17 installed, and may construct, install, repair and maintain any such highway,
18 and may remove from any such highway any public improvement.
- 19 b. Provided a Government Agency gives written notice to Grantee thirty (30)
20 days in advance of the date work is to be done pursuant to any right
21 reserved in subdivision a of this section, specifying the general nature of the
22 work and area in which the work is to be performed, Grantee shall, upon
23 request of the Government Agency, disconnect and relocate the Electrical
24 Transmission Line in the Franchise Area to such extent and in such manner
25 as shall be necessary to permit the performance of such work, and to permit
26 the maintenance, operation and use of such public improvement or of the
27 highway as so improved. The Government Agency shall, to the extent
28 possible, minimize interference with Grantee's property and operations

1 pursuant to this Franchise. All of such things to be done and work to be
2 performed by Grantee shall be at the sole cost and expense of Grantee.

3 c. Grantee shall, upon written notice from a Government Agency to relocate a
4 portion of the Electrical Transmission Line that is in conflict with a public
5 works project on the public right of way, cause the conflicting portion of
6 said Electrical Transmission Line to be relocated in a diligent manner as to
7 avoid any unreasonable delays or costs to the public works project. Any
8 direct costs incurred by the Government Agency, resulting from a delay to a
9 public works project directly caused by the failure of Grantee to relocate the
10 conflicting portion of Grantee's Electrical Transmission Line in a diligent
11 manner as to avoid any unreasonable delay, shall be the responsibility of
12 Grantee, which shall reimburse said costs to the Government Agency upon
13 demand.

14 d. No provision of this Franchise shall be so construed as to impose upon a
15 Government Agency any duty or obligation to construct, repair or maintain
16 any highway included in the area in which Grantee's Electrical
17 Transmission Line is located in any particular manner or to any particular
18 standard.

19 e. In the event that a Government Agency, shall hereafter construct, install,
20 reconstruct or repair any bridge or artificial support in or underlying any
21 highway in which Grantee's Electrical Transmission Line is located or
22 which is prescribed as the location for any of Grantee's Electrical
23 Transmission Line, and in the event that the cost thereof be increased in
24 order to provide for the installation, maintenance or operation of Grantee's
25 Electrical Transmission Line in or on the highway area covered or underlain
26 by said bridge or other artificial support, then Grantee shall pay to such
27 Government Agency doing such work the full amount of such increase of
28 cost upon completion of such construction, installation or repair.

1 Section 12. ENCROACHMENT PERMIT. No encroachment permit shall be issued for
2 work to be undertaken in the Franchise Area, until Grantee has filed its written acceptance of the terms
3 and conditions of this Franchise as specified in section 21. Following Grantee's acceptance of this
4 Franchise, and provided that Grantee and its contractors have complied with all applicable permit
5 issuance requirements established by County under Ordinance No. 499, Grantee shall be entitled to, and
6 County shall issue, any requested encroachment permits consistent with this Franchise within sixty (60)
7 days of application.

8 Section 13. FORFEITURE.

9 a. Any neglect, failure or refusal of Grantee to comply with any provision of
10 this Franchise, following notice and opportunity to cure as provided below,
11 shall constitute cause for possible forfeiture of this Franchise at the
12 discretion of the Board of Supervisors. Following such an uncured default,
13 the Board of Supervisors may hold a hearing, at which Grantee and any
14 lender shall have the right to appear and be heard. Following such hearing,
15 the Board of Supervisors may determine whether the provision at issue is
16 material and essential to this Franchise, whether Grantee is in default with
17 respect thereto and may declare this Franchise forfeited. Notice of the
18 hearing shall be given to Grantee, and any lender previously identified to
19 County, in accordance with the notice provisions of this ordinance not less
20 than thirty (30) days before said hearing. If this Franchise is forfeited
21 pursuant to the foregoing, County may exclude Grantee from any further
22 use of the Franchise Area under this Franchise; and Grantee shall thereupon
23 surrender all rights in and to the same, and this Franchise shall be deemed
24 and shall remain null, void and of no effect. From time to time, upon
25 request of Grantee or any lender, County shall confirm in writing to Grantee
26 and any lender whether Grantee is in compliance with the terms and
27 conditions of this ordinance.
28

- 1 b. County may sue in its own name for the forfeiture of this Franchise, in the
2 event of noncompliance with any of the provisions or conditions hereof by
3 Grantee.
- 4 c. Grantee shall be liable to County for all damages proximately resulting
5 from the failure of Grantee to observe and perform any provision of this
6 Franchise.
- 7 d. Grantee shall have ten (10) business days (and any lender shall have thirty
8 (30) days) after written notice from County of a monetary default, or failure
9 to carry required insurance, to cure said default to the satisfaction of the
10 County. Grantee shall have thirty (30) days (and any lender shall have sixty
11 (60) days) after written notice from County of any non-monetary default to
12 cure said default to the satisfaction of the County or, if such default is not
13 capable of cure within such time period, Grantee shall commence to cure
14 such default within such time period and shall complete the cure of such
15 default within a reasonable time thereafter.

16 Section 14. SECURITY/FAITHFUL PERFORMANCE BOND

- 17 a. Within one (1) year following the effective date of this ordinance or prior to
18 construction of the Electrical Transmission Line within the Franchise Area,
19 whichever comes first, Grantee shall provide to County a faithful
20 performance bond in the sum of not less than seven hundred twenty
21 thousand dollars (\$720,000) payable to County and executed by a corporate
22 surety acceptable to County and licensed to transact business as a surety in
23 the State of California. Such bond shall be payable to the extent that
24 Grantee shall fail to faithfully perform any of its obligations under this
25 Franchise (specifically excluding, however, any and all consideration and
26 payment obligations pursuant to section 4 of this ordinance, other than the
27 repair obligations under subsection g. of section 4, which repair obligations
28 shall be included in the obligations secured by the faithful performance

1 bond and specifically excluding any construction obligations secured by the
2 letter of credit required for any encroachment permit). In the event that
3 Grantee fails to so perform, County may elect to make a claim under the
4 bond equal to that amount necessary to undertake and complete such failed
5 performance.

6 b. Throughout the term of this Franchise, Grantee shall maintain the faithful
7 performance bond in the amount specified herein. Within thirty (30) days
8 after written notice from County that any amount has been paid on the bond
9 as provided in this section, Grantee shall restore the bond to the full amount
10 specified herein, reduced by the amount of those obligations that County, in
11 its reasonable discretion, determines have been fully satisfied.

12 c. The faithful performance bond shall continue to exist for one (1) year
13 following any sale, transfer, or assignment of this Franchise (unless
14 replaced by a satisfactory replacement bond from the successor Grantee), or
15 following the expiration or termination of this Franchise. County may
16 release said bond prior to the end of the one (1) year period upon its
17 determination that Grantee has satisfied all the obligations of this ordinance
18 that are to be secured by the bond.

19 d. County, in its reasonable discretion, may accept alternative security to meet
20 the above bonding requirements in the form of an irrevocable letter of
21 credit, certificate of deposit, or a cash deposit acceptable to County as an
22 alternative to the faithful performance bond as described above. Such
23 alternative security shall be made payable to County and shall be deposited
24 with County.

25 e. The types and amounts of the performance bond or alternative security
26 coverage shall be subject to review and adjustment at five (5) year intervals
27 during the term of this Franchise, to the extent that County or Grantee
28 demonstrates that the costs of the obligations to be secured by the bond

1 have materially increased or decreased. In the event of such adjustment,
2 Grantee agrees to provide the adjusted coverage within thirty (30) days after
3 written notice from County. Grantee and County shall meet and confer to
4 attempt to resolve any dispute with regard to this subsection. Provided,
5 however, that neither County nor Grantee shall by meeting and conferring
6 waive any and all legal rights and remedies with respect to such dispute.

7 f. No Franchise operations shall commence until Grantee has complied with
8 the requirements of this section.

9 Section 15. NOTICES. Any notice with respect to this Franchise shall be in writing and
10 shall be made to all parties (including any lender or other assignee) and will be effective (i) immediately
11 upon delivery in person, provided delivery is made during regular business hours or receipt is
12 acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or
13 (ii) 24 hours after deposit with a commercial courier or delivery service for overnight delivery, provided
14 delivery is made during regular business hours or receipt is acknowledged by a person reasonably
15 believed by the delivering party to be employed by the recipient, or (iii) three (3) days after deposit with
16 the United States Postal Service postage prepaid, certified mail, return receipt requested. All notices must
17 be properly addressed and delivered to the parties at the addresses set forth below, or at such other
18 addresses as any party may subsequently designate by written notice:

19 If to County: Clerk of the Board of Supervisors
20 4080 Lemon Street, 1st Floor
21 Riverside, CA 92501
22 (951) 955-1060
23 (951) 955-1071

24 If to Grantee: EDF Renewable Energy, Inc.
25 15445 Innovation Drive
26 San Diego, CA 92128
27 Telephone No.: (858) 521-3324
28 Fax No.: (858) 521-3595

Attn: Robert F. Miller

With a copy to: Marten Law

455 Market Street, Suite 2200

San Francisco, CA 94105

Telephone No.: (415) 684-9358

Fax No.: (415) 684-9360

Attn: Andrew C. Bell

Section 16. LENDER PROTECTION. In addition to the specific provisions set forth in this ordinance, County agrees that any lender with a security interest in Grantee's interest in this Franchise shall have customary and commercially reasonable mortgagee protection provisions to preserve, protect, and acquire Grantee's interest in this Franchise, including, without limitation, the right for any lender to a replacement Franchise if this Franchise is surrendered, abandoned or forfeited pursuant to a Grantee bankruptcy. Upon request of Grantee's lender, County shall process an amendment to this Franchise to add specific, customary and commercially reasonable mortgagee protection provisions as may be reasonably requested by any such lender.

Section 17. POSSESSORY INTEREST. This Franchise may create a possessory interest that may be subject to taxation, if created, and the party in whom the possessory interest is vested may be subject to the payment of the property taxes levied on the interest.

Section 18. NON-EXCLUSIVE FRANCHISE. This Franchise shall not be exclusive. The Board of Supervisors reserves and shall have the right and power to grant other and additional franchises to persons, firms and corporations as authorized and provided by law, provided that any such additional franchises do not unreasonably interfere with the Franchise granted hereunder.

Section 19. AMENDMENTS. This ordinance may be amended in whole or in part only by written consent of the parties in the manner prescribed by law for the amendment of ordinances. Any amendment to this ordinance shall also require the consent of any lender.

Section 20. SEVERABILITY. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid

1 provision or application, and to this end, the provisions of this ordinance are hereby declared to be
2 severable.

3 Section 21. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after
4 its adoption, provided that Grantee files within the same thirty (30) day period a written acceptance hereof
5 with the Clerk of the Board agreeing to abide by the terms and conditions herein. The ordinance shall not
6 take effect in the event such written acceptance is not filed.

7
8 BOARD OF SUPERVISORS OF THE COUNTY
9 OF RIVERSIDE, STATE OF CALIFORNIA

10
11 By: _____
12 Chairman

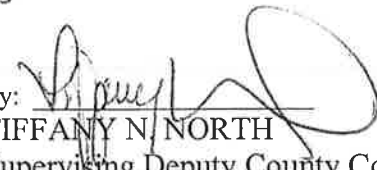
13
14 ATTEST:
15 CLERK OF THE BOARD

16 By: _____
17 Deputy

18 (SEAL)

19
20
21 APPROVED AS TO FORM

22 June 10, 2014

23
24 By: 
25 TIFFANY N. NORTH
26 Supervising Deputy County Counsel

27 G:\Property\TNorth\Desert Harvest\RCO No 922 Final.doc

EXHIBIT "A"

LEGAL DESCRIPTION

BEING PORTIONS OF:

- (A) The Right-of-Way of Kaiser Road, said road being a public road easement per that certain document recorded June 20, 1962 as Document No. 57641, recorded in Book 3164 Page 201 of Official Records, County of Riverside, State of California, lying within Section 27, and Section 34 of Township 4 South, Range 15 East, and Section 3, Section 10, Section 15, and Section 22 of Township 5 South, Range 15 East, all of the San Bernardino Meridian,

AND:

- (B) The aforementioned County of Riverside's Fee Interest in a portion of Kaiser Road pursuant to that certain document recorded November 26, 1962 as Document No. 108734, recorded in Book 3266 Page 275 of Official Records of said County, lying within the north one-half of Section 15, Township 5 South, Range 15 East, San Bernardino Meridian,

(The aforementioned Rights-of-Way also being shown on a Record of Survey filed in Book 39, Pages 52 through 54 inclusive of Surveys, Records of said County of Riverside,)

FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING a the northwest corner of the aforementioned Section 27, Township 4 South, Range 15 East,

Thence along the northerly line of said Section 27 North 89°24'07" East, 1249.59 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 9,800.00 feet, a radial line of said curve to said point bears North 70°48'02" East, said point being located on the westerly Right-of-Way of the aforementioned Kaiser Road and being the **POINT OF BEGINNING**;

Thence along said Right-of-Way and said curve southerly, through a central angle of 18°28'27", an arc distance of 3159.86 feet;

Thence tangent from said curve continuing along said westerly Right-of-Way South 00°43'31" East, 25,735.71 feet;

Thence leaving said westerly Right-of-Way, North 88°50'11" East 300.01 feet the easterly Right-of-Way of said Kaiser Road;

Thence along said easterly Right-of-Way North 00°43'31" West 260.00 feet;

Thence leaving said easterly Right-of-Way, South 88°50'11" West 113.00 feet to a line parallel with and 187.00 feet easterly of the aforementioned westerly Right-of-Way of Kaiser Road;

Thence along said parallel line North 00°43'31" West 25,474.28 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 9,987.00 feet, said curve is concentric with and 187.00 feet easterly of the aforementioned westerly Right-of-Way of Kaiser Road;

Thence northerly along said concentric curve through a central angle of 15°21'21", an arc distance of 2,676.61 feet;

Thence non-tangent from said curve, North 89°24'07" East 117.20 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 10,100.00 feet, a radial line of said curve to said point bears North 74°05'47" East, said point being located on the aforementioned easterly Right-of-Way of Kaiser Road;

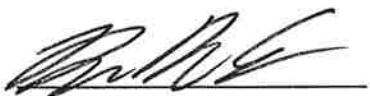
Thence northerly along said curve and said easterly Right-of-Way through a central angle of 02°43'27", an arc distance of 480.21 feet to the aforementioned northerly line of Section 27 Township 4 South, Range 15 East;

Thence non-tangent from said curve and said easterly Right-of-Way along said northerly line, South 89°24'07" West 316.01 feet to the **POINT OF BEGINNING**.

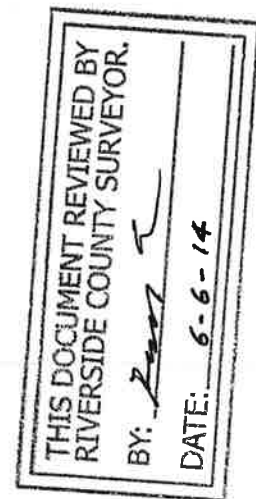
CONTAINING 125.96 Acres, more or less.

EXHIBIT "B" – RIGHT-OF-WAY PLAT, attached hereto and by this reference made a part hereof.

This description was prepared by me
or under my direction.




Benjamin Daniel Egan, PE, PLS
License Number: LS 8756
Prepared 6/4/2014



**OF DESERT HARVEST
TRANSMISSION
CORRIDOR WITHIN
RIGHT-OF-WAY**

SHEET 1 OF 1
PREPARED: 6/4/2014

LEGEND

 AREA OF TRANSMISSION
CORRIDOR RIGHT-OF-WAY
CONTAINS 125.96 ACRES±

———— EXISTING 300' COUNTY R.O.W.

— — — SECTION LINES




 BENJAMIN D. EGAN
 PLS 8756

6/4/2014
 DATE:

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: James T

DATE: 6-6-14

SECTION THIRTY SEVEN

77-570 SPRINGFIELD LANE, SUITE M CONSULTANTS
PALM DESERT, CA 92211
(760) 469-9107

