

# SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



13.3 (ID # 7789)

#### **MEETING DATE:**

Tuesday, August 28, 2018

FROM: REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK & OPEN SPACE DISTRICT: Adoption of Resolution 2018-14, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, Adopting a Mitigation and Monitoring Reporting Program, and Issuing Certain Limited Approvals for the Southern California Edison West of Devers Upgrade Project by Authorizing the Sale and Conveyance of Temporary Construction Easements, and Approving a Grant of Temporary Construction Easement and a Purchase and Sale Agreement for Acquisition of Easements with Southern California Edison on Portions of Real Property Owned by the District located in the County of Riverside, State of California, Identified with Assessor's Parcel Numbers 413-140-008, 413-170-004, 413-170-014, and 413-180-010; District 5; [\$0]

#### **RECOMMENDED MOTION:** That the Board of Directors:

 Adopt Resolution No. 2018-14, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, Adopting a Mitigation and Monitoring Reporting Program, and Issuing Certain Limited Approvals for the Southern California Edison West of Devers Upgrade Project by Authorizing the Sale and Conveyance of Temporary Construction Easements on Portions of Real Property Owned by the District Located in the County of Riverside (Assessor's Parcel Number 413-140-008, 413-170-004, 413-170-014, and 413-180-010); and

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**ACTION: Policy** 

MINUTES OF THE BOARD OF DIRECTORS

8/16/2018

On motion of Director Ashley, seconded by Director Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Navs:

None None

Absent:

August 28,2018

neral Manager / Park Director

Date: xc:

Parks, Recorder

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ID# 7789

MMTAN

Kecia Harper-Ihem

**13.3** 

## SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

#### **RECOMMENDED MOTION:** That the Board of Directors:

- Approve the Purchase and Sale Agreement for Acquisition of Easements ("Agreement") between the Riverside County Regional Park & Open-Space District ("District") and Southern California Edison and the Grant of Temporary Construction Easement to Southern California Edison, and authorize the Chairman to execute the same on behalf of the District; and
- 3. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk and the Governor's Office of Planning and Research within five (5) days of approval by the Board; and
- 4. Direct the Clerk of the Board to return to the District the Grant of Temporary Construction Easement and two (2) copies of Agreement to the District.

FINANCIAL DATA	Current Fig	scal Y	ear:	Next Fiscal Yo	ar:	T	otal Cost:	Ongoln	g Cost
COST		\$	0	\$	0		<b>\$</b> o		<b>\$</b> 0
NET COUNTY COST		\$	0	\$	0		\$ 0		\$ 0
SOURCE OF FUNDS	S: None						Budget Adj	ustment:	No
	or mone						For Fiscal Y	ear:	18/19

C.E.O. RECOMMENDATION: [CEO use]

#### **BACKGROUND:**

#### Summary

Southern California Edison ("SCE") is performing transmission line upgrades over 48 corridor miles of existing 220 kV transmission lines as part of its West of Devers Upgrade Project ("Project"). The Project will also involve removing existing 220kV electric transmission lines, and replacing them with new double-circuit transmission lines of the same voltages. The new electric lines will provide more capacity to transmit renewable energy, which will assist in meeting the State of California's renewable power goals, and will enable SCE to modernize and enhance the reliability of its electric circuits serving the public. The Project will also provide additional capacity necessary to bring conventional generation being developed in desert areas around Blythe and Desert Center, California, to customer load centers west of the Devers Substation (near Palm Springs). On August 18, 2016, the California Public Utilities Commission ("CPUC") approved SCE's construction of the Project by issuing a Certificate of Public Convenience and Necessity ("CPCN"). The CPCN granted by the CPUC includes the need for SCE to acquire the necessary property rights to implement the Project.

In order to safely access and construct part of the Project, SCE needs temporary easement access to four District-owned parcels located in an unincorporated area of Riverside County near San Timoteo Canyon, identified as Assessor's Parcel Numbers 413-140-008, 413-170-004, 413-170-014, and 413-180-010 ("Property"). SCE plans to replace twelve (12) existing electric transmission structures and install one (1) additional electric transmission structure located on the Property.

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Pursuant to the California Environmental Quality Act ("CEQA"), the California Public Utilities Commission has assumed the role of Lead Agency and has prepared and release a Final Environmental Impact Report ("FEIR") for the Project on December 11, 2015 (State Clearinghouse No. 2014051041). The District has more limited approval and implementing authority over the Project and thus serves only as a responsible agency for the Project pursuant to the requirements of CEQA. District staff recommends the adoption of Resolution No. 2018-14 to make the requisite responsible agency CEQA findings for the limited approvals associated with the Project, approval of the Purchase and Sale Agreement for Acquisition of Easements and the Grant of Temporary Construction Easement.

County Counsel has approved as to form Resolution 2018-14, Purchase and Sale Agreement for Acquisition of Easements, and Grant of Temporary Construction Easement.

#### **IMPACT ON CITIZENS AND BUSINESSES**

The new electric lines will provide more capacity to transmit renewable energy, which will assist in meeting the State of California's renewable power goals, and will enable SCE to modernize and enhance the reliability of its electric circuits serving the public. The Project will also provide additional capacity necessary to bring conventional generation being developed in desert areas around Blythe and Desert Center, California, to customer load centers west of the Devers Substation (near Palm Springs).

#### ADDITIONAL FISCAL INFORMATION

SCE has agreed under the Purchase and Sale Agreement for Acquisition of Easements to pay the District \$16,900 as consideration for the temporary construction easements over approximately 178,052 square feet of land and has agreed to pay all transaction costs and fees related to the recording and conveyance of the easement documents.

#### **ATTACHMENTS**

- 1. Purchase and Sale Agreement for Acquisition of Easements
- 2. Grant of Temporary Construction Easement
- 3. Resolution No. 2018-14
- 4. Notice of Determination

Remini Lawre, Principal Menagement Analyst 8/20/2018 Gregory V. Priamos, Director County Counsel 8/20/2018

M APPROVED COUNTY COUNSE!

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RESOLUTION NO. 2018-14

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A MITIGATION AND
MONITORING REPORTING PROGRAM, AND ISSUING CERTAIN LIMITED APPROVALS FOR
THE SOUTHERN CALIFORNIA EDISON WEST OF DEVERS UPGRADE PROJECT BY
AUTHORIZING THE SALE AND CONVEYANCE OF TEMPORARY CONSTRUCTION
EASEMENTS ON PORTIONS OF REAL PROPERTY OWNED BY THE DISTRICT LOCATED IN
THE COUNTY OF RIVERSIDE (ASSESSOR'S PARCEL NUMBERS 413-140-008, 413-170-004, 413170-014, AND 413-180-010)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has been asked by the Southern California Edison Company ("Edison") to make certain limited approvals for Southern California Edison's West of Devers Upgrade Project ("Project"), specifically entering into a Purchase and Sale Agreement for Acquisition of Easements ("Agreement") and conveying temporary construction easements ("Easements"), which would allow Edison entry upon portions of the District's real property located in unincorporated Riverside County and identified as Assessor's Parcel Numbers 413-140-008, 413-170-004, 413-170-014, and 413-180-010, for the replacement of twelve (12) existing electric transmission structures and installation of one (1) additional electric transmission structure; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations, § 15000 et seq.) ("CEQA"), a Final Environmental Impact Report ("FEIR") for the Project was previously prepared and released by the California Public Utilities Commission ("CPUC"), as the CEQA lead agency, on December 11, 2015 (State Clearinghouse No. 2014051041), and a Final Environmental Impact Statement ("FEIS") for the Project was previously prepared and issued in July of 2016 by the U.S. Department of the Interior, Bureau of Land

Management, under the National Environmental Policy Act (NEPA), as the NEPA lead agency; and,

WHEREAS, the District has more limited approval and implementing authority over the Project and thus serves only as a responsible agency for the Project pursuant to the requirements of CEQA; and

WHEREAS, the District, as a responsible agency, has reviewed the FEIR and FEIS and determined that they adequately analyze the potential environmental impacts associated with the District's limited role as a responsible agency in the implementation of the Project; and,

WHEREAS, all of the findings and conclusions made by the Board of Directors pursuant to this resolution are based upon the oral and written evidence presented to it as a whole and not based solely on the information provided in this Resolution; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Board of Directors of the Riverside County Regional Park and Open-Space District ("Board") assembled in regular session on August 28, 2018, in the meeting room of the Board of Directors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, at or after 9:00 a.m., based upon the evidence and testimony presented on the matter, both written and oral, including the FEIR and FEIS, does hereby resolve as follows:

**SECTION 1.** <u>Incorporation of Recitals</u>. The above recitations constitute findings of the Board with respect to the Project and the Agreement and are incorporated herein.

#### **SECTION 2.** CEQA Actions

- Statement Regarding CEQA/NEPA Compliance. As the decision-making body for the District, and in the District's limited role as a responsible agency under CEQA, the Board has received, reviewed, and considered the information contained in the FEIR and FEIS for the Project, all comment letters, and other related documents ("Documents"). The Agreement is within the scope of the FEIR, and based on the Board's review, the Board finds that, as to those potential environmental impacts within the District's powers and authorities as responsible agency, that the FEIR and FEIS for the Project contain a complete, objective, and accurate reporting of those potential impacts and reflects the independent judgment and analysis of the District.
- (b) <u>CEQA Findings on Environmental Impacts</u>. In its limited role as a responsible agency under CEQA, the District finds that there are no feasible alternatives to the Project which would avoid or

substantially lessen the Project's potentially significant environmental impacts but still achieve most of the Project's objectives. As such, the District concurs with the environmental findings adopted by the lead agency, which are incorporated herein by reference, and therefore the District adopts those findings as its own and incorporates them herein.

(c) <u>Adoption of Mitigation Monitoring and Reporting Program</u>. The Board hereby approves and adopts the Mitigation Monitoring and Reporting Program, as it relates to the Agreement, which was prepared for the Project and approved by the lead agency, that is attached to the environmental findings adopted by the lead agency, which are incorporated herein by reference.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by the Board that the following impacts associated with the Project may not be fully mitigated despite the inclusion of all available mitigation measures and requires a statement of overriding considerations:

#### (a) Air Quality:

<u>Potential Impact</u>: Construction of the Project would generate dust and exhaust emissions of criteria pollutants. The Board further finds that impacts of the Project due to dust and exhaust emissions of criteria pollutants would be reduced to the extent feasible with the implementation of the mitigation measures; however, the impact would still be significant and unavoidable.

Mitigation: Mitigation measures MM AQ-1a, MM AQ-1b, and MM AQ-1c, as described in the environmental findings adopted by the lead agency, which are incorporated herein by reference.

#### (b) <u>Cultural Resources</u>:

Potential Impact: Construction, operation and maintenance, and restoration of the Project would cause an adverse change to unknown buried prehistoric and historical archaeological sites or buried Native American human remains. The Board further finds that impacts of the Project due to an adverse change to unknown buried prehistoric and historical archaeological sites or buried Native American human remains would be reduced to the extent feasible with the implementation of the mitigation measures; however, the impact would still be significant and unavoidable.

Mitigation: Mitigation measures MM CL-2a, MM CL-2b, and MM CL-1d, as described in the environmental findings adopted by the lead agency, which are incorporated herein by reference.

#### (c) Noise:

<u>Potential Impact</u>: Construction noise of the Project could substantially disturb sensitive receptors or violate local rules, standards, and/or ordinances. The Board further finds that impacts of the Project due to substantial disturbance of sensitive receptors or violation of local rules, standards, and/or ordinances would be reduced to the extent feasible with the implementation of the mitigation measures; however, the impact would still be significant and unavoidable.

Mitigation: Mitigation measures MM N-1a and MM N-1b, as described in the environmental findings adopted by the lead agency, which are incorporated herein by reference.

#### (d) Visual Resources:

<u>Potential Impact</u>: Construction of the Project would result in visual contrast due to vegetation removal. The Board further finds that impacts of the Project due to visual contrast resulting from vegetation removal would be reduced to the extent feasible with the implementation of the mitigation measures; however, the impact would still be significant and unavoidable.

Mitigation: Mitigation measures VR-2a and MM VEG-1d, as described in the environmental findings adopted by the lead agency, which are incorporated herein by reference.

Potential Impact: Long-term presence of the Project would result in landscape changes that degrade existing visual character or quality. The Board further finds that impacts of the Project due to landscape changes that degrade existing visual character or quality would be reduced to the extent feasible with the implementation of the mitigation measures; however, the impact would still be significant and unavoidable.

<u>Mitigation</u>: Mitigation measures VR-8a and MM VR-9a, as described in the environmental findings adopted by the lead agency, which are incorporated herein by reference.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by the Board that it has balanced the benefits of the Project against the unavoidable adverse environmental effects thereof. The Board finds that the benefits of the Project outweigh the unavoidable effects described herein. Therefore, the Board finds the adverse environmental effects of the Project are "acceptable" in light of the following benefits:

#### **Facts Supporting Finding:**

- (a) The mitigation measures set forth above, as described in the environmental findings adopted by the lead agency, are hereby incorporated by reference as fully set forth herein.
- (b) Existing facilities in the transmission corridor located in the County of Riverside are at full capacity.
- (c) The Project will upgrade existing transmission lines within an existing transmission corridor located in the County of Riverside and County of San Bernardino in order to help meet the State of California's renewable power goals by providing more capacity for renewable power to be delivered to the power grid.
- (d) The Project will also enhance electric reliability and increase the capacity necessary to bring conventional generation being developed in the County of Riverside to customer load centers west of the Devers Substation (located near the City of Palm Springs).

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that, as required by State CEQA Guidelines section 15096 and in its limited role as responsible agency under CEQA, the District hereby approves the Project.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board hereby authorizes the sale and conveyance of the temporary construction easements by Grant of Temporary Construction Easement to Edison and pursuant to that certain Purchase and Sale Agreement for Acquisition of Easements between the District and Edison for the following described real property: Certain portions of District's real property identified as Assessor's Parcel Numbers 413-140-008, 413-170-004, 413-170-014 & 413-180-010, more particularly described in Exhibit "A", attached hereto and thereby made a part hereof,

and depicted in Exhibit "B", attached hereto and thereby made a part hereof.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board approves authorizes the Purchase and Sale Agreement for Acquisition of Easements and the Grant of Temporary Construction Easement, and authorizes the Chairman of the Board to execute the same on behalf of the County and any other documents necessary to complete this transaction.

**BE IT FURTHER RESOLVED, DETERMIEND AND ORDERED** that the General Manager or his designees is authorized to administer all actions necessary to complete this transaction.

**BE IT FURTHER RESOLVED, DETERMIEND AND ORDERED** that the Board of Directors hereby directs the Clerk of the Board to file the Notice of Determination with the Riverside County Clerk and also with the Governor's Office of Planning and Research within five (5) working days of the approval of the Project.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the documents and materials that constitute the record of proceedings on which these findings are based are located at the offices of the Riverside County Regional Park and Open-Spaced District, located at 4600 Crestmore Rd., Riverside, CA 92509.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board shall sign this Resolution to attest and certify to the passage and adoption thereof.

ROLL CALL:

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

0 || Nays:

None

Absent:

None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clark of said Board

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## Exhibit "A"

## Property Description

[attached on following page(s)]

## EXHIBIT "A" LEGAL DESCRIPTION SERIAL No. 69845A

#### PARCEL No. 1 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 150.04 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 72°34'56" EAST, 55.68 FEET;

THENCE NORTH 38°14'02" EAST, 43.76 FEET;

THENCE NORTH 79°33'45" EAST, 40.25 FEET;

THENCE SOUTH 68°37'46" EAST, 25.73 FEET;

THENCE SOUTH 45°00'00" EAST, 35.36 FEET;

THENCE SOUTH 20°13'29" EAST, 21.09 FEET;

THENCE SOUTH 00°00'00" EAST, 20.83 FEET;

THENCE SOUTH 24°08'43" WEST, 33.10 FEET;

THENCE SOUTH 29°36'16" WEST, 26.49 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 165.09 FEET TO THE TRUE **POINT OF BEGINNING**.

CONTAINING 12,251 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

#### PARCEL No. 2 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

#### BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 1276.92 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°46'10" EAST, 60.10 FEET;

THENCE SOUTH 83°39'34" EAST, 20.90 FEET:

THENCE SOUTH 30°39'23" EAST, 109.48 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 134.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,611 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

#### PARCEL No. 3 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

#### **BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY:

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 2657.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 49°09'12" EAST, 49.49 FEET;

THENCE SOUTH 82°52'29" EAST, 36.75 FEET;

THENCE SOUTH 62°50'12" EAST, 52.86 FEET TO SAID NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1. SOUTH 68°20'19" WEST, 74.90 FEET
- 2. NORTH 64°57'58" WEST, 56.64 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,765 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

## PARCEL No. 4 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28 AND SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

## **BEGINNING** AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 SOUTH 01°10'39" EAST, 1106.86 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 25.53 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 04°35'48" WEST, 38.85 FEET;

THENCE SOUTH 06°18'51" EAST, 147.21 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 242.95 FEET TO THE SOUTHEASTERLY LINE OF SAID (SCE DOC 250959);

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 222.79 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 19,153 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

#### PARCEL No. 5 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 01°10'39" EAST, 1106.86 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 73.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 68°20'19" EAST, 45.87 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 65°07'03" EAST, 504.09 FEET;

THENCE SOUTH 21°20'13" WEST, 232.35 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°58'01" WEST, 456.12 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 02°24'14" WEST, 87.80 FEET;

THENCE NORTH 00°41'08" EAST, 130.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 116,016 SQUARE FEET OR 2.66 ACRES, MORE OR LESS.

## PARCEL No. 6 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

## BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 01°10'39" EAST, 1601.24 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, LTD. RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 64°57'58" EAST, 671.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 64°57'58" EAST, 36.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.46 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 50°34'58" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'03" AN ARC LENGTH OF 25.68 FEET;

THENCE NORTH 22°22'01" WEST, 33.22 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 434 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

## PARCEL No. 7 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PCL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCT 5, 1998 AS DOC. NO. 1998-430283, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 44°49'46" EAST, 1019.06 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961 IN BOOK 2827, PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS:

THENCE ALONG SAID NORTHWESTERLY LINE NORTH 68°20'19" EAST, 144.75 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 02°29'22" EAST, 37.77 FEET;

THENCE SOUTH 78°55'47" EAST, 63.74 FEET TO THE NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 68°20'19" WEST, 69.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,190 SQUARE FEET OR 0.03 ACRES, MORE OR LESS!

#### PARCEL No. 8 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PCL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCT 5, 1998 AS DOC. NO. 1998-430283, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 44°49'46" EAST, 1127.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961 IN BOOK 2827, PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 68.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 68°20'19" EAST, 161.79 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 20°39'41" EAST, 76.14 FEET;

THENCE SOUTH 66°16'01" WEST, 92.77 FEET;

THENCE NORTH 72°17'04" WEST, 55.34 FEET;

THENCE NORTH 51°02'00" WEST, 50.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,467 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

#### PARCEL No. 9 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 5 AS SHOWN ON THE MAP FILED IN BOOK 128, PAGES 72-73 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY:

THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 NORTH 00°06'49" EAST, 319.17 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 2, 1949 IN BOOK 1099 (SCE DOC 253834), PAGE 103, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 79°40'19" EAST, 819.76 FEET TO TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 79°40'19" EAST, 185.98 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 10°12'09" WEST, 5.71 FEET;

THENCE SOUTH 37°15'48" WEST, 47.46 FEET;

THENCE SOUTH 44°44'59" WEST, 21.50 FEET;

THENCE NORTH 60°51'24" WEST, 17.43 FEET;

THENCE SOUTH 00°59'13" WEST, 3.79 FEET;

THENCE SOUTH 31°54'38" WEST, 51.53 FEET;

THENCE SOUTH 90°00'00" WEST, 79.52 FEET;

THENCE NORTH 14°30'33" WEST, 62.01 FEET;

THENCE NORTH 06°36'46" WEST, 4.35 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,165 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

Date Min DAT

DATE 8/24/17

BRIAN W. MOORE, P.L.S. No. 7533

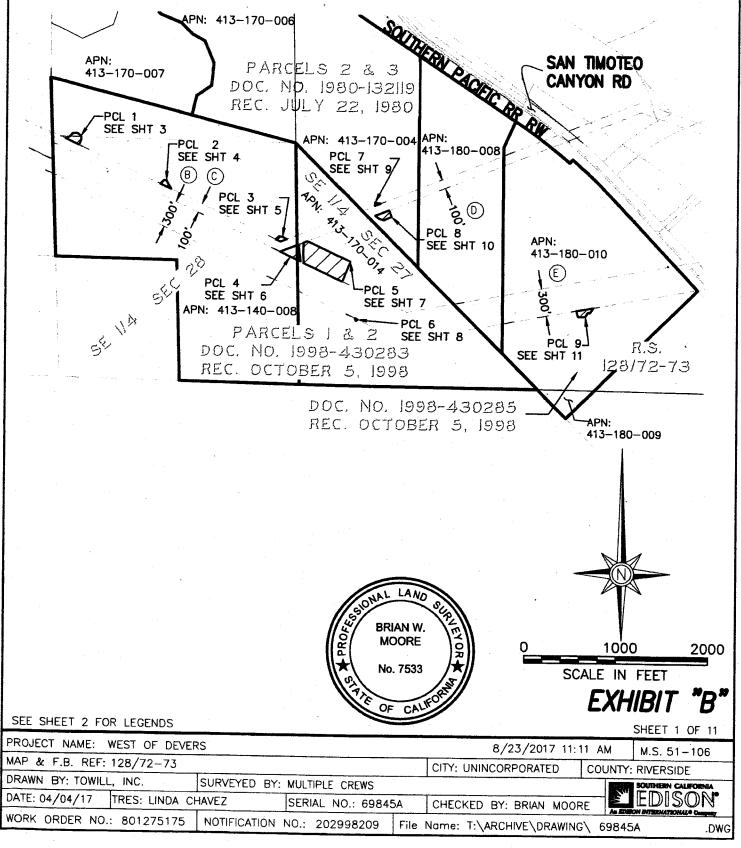
SOUTHERN CALIFORNIA EDISON COMPANY

## Exhibit "B"

## Property Depiction

[attached on following page(s)]

THAT PORTION OF PARCELS 1 & 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998—430283, THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998—430285, AND PARCELS 2 & 3 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980—132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORTATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



	APN: 413-170-00 Area = 2.595.740		B	300' \ IN BK.	WIDE EASEMEN 722, PG. 30	T TO S.C.E. RE 5, O.R. (SCE D	C. 01/05, OC 84333	/1943 )
	LANDS OF GRANTO	OR .	©	REC. 4 (SCE I	4/29/1960 IN DOC 250959)	T TO CA. ELEC. BK. 2684, PG.	366, O.R	•
	LANDS OF GRANT APN: 413-180-0 Area = 3,186,850		D D	REC. (		T TO CA. ELEC. BK. 2827, PG		
	LANDS OF GRANT APN: 413-180-0 Area = 3,818,034		(E)		WIDE EASEMEN 099, PG. 103,	T TO S.C.E. O.R. (SCE DOC	103933)	
	LANDS OF GRANT APN: 413-170-0 Area = 3,476,52		cres					
	PARCEL 1, TEMPORAR SOUTHERN CALIFORNIA Area = 12,251 SqFt	A EDISON COMPAN'		A TO .				
	PARCEL 2, TEMPORAR SOUTHERN CALIFORNIA Area = 4,611 SqFt =	A EDISON COMPAN		A TO			·	
	PARCEL 3, TEMPORAR SOUTHERN CALIFORNIA Area = 3,765 SqFt =	A EDISON COMPAN		А ТО				
	PARCEL 4, TEMPORAR SOUTHERN CALIFORNIA Area = 19,153 SqFt	A EDISON COMPAN		A TO				
	PARCEL 5, TEMPORAR SOUTHERN CALIFORNIA Area = 116,016 SqFt	A EDISON COMPAN		А ТО		,	• •	
	PARCEL 6, TEMPORAF SOUTHERN CALIFORNI Area = 434 SqFt =	A EDISON COMPAN		A TO				
	PARCEL 7, TEMPORAF SOUTHERN CALIFORNI Area = 1,190 SqFt =	A EDISON COMPAN		A TO	•			
	PARCEL 8, TEMPORAF SOUTHERN CALIFORNI Area = 10,467 SqFt	A EDISON COMPAN		OT A				
	PARCEL 9 TEMPORAR SOUTHERN CALIFORNI Area = 10,165 SqFt	A EDISON COMPAN		A TO				
		·						
					•		EXH	IIBIT "B"
						•		SHEET 2 OF 11
PROJEC	CT NAME: WEST OF D	EVERS				8/23/2017 3:	30 PM	M.S. 51-106
<del></del>	F.B. REF: 128/72-73				CITY: UNING	CORPORATED	COUNTY	: RIVERSIDE
1	BY: TOWILL, INC.		: MULTIPLE CREW					FDISON*
I DATE: 0	04/04/17 TRES: LIND	A CHAVEZ	SERIAL NO.: 6	9845A	I CHECKED	BY: BRIAN MOO	KL T	

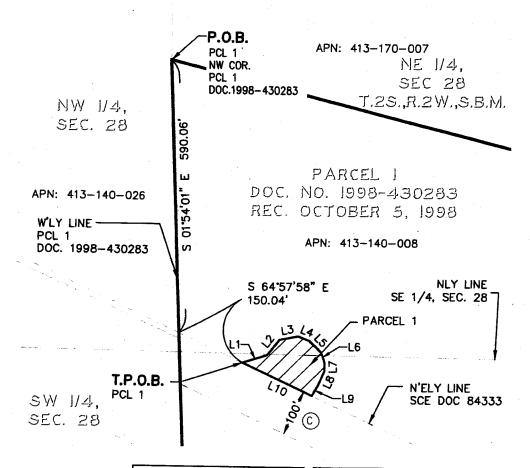
NOTIFICATION NO.: 202998209

WORK ORDER NO.: 801275175

File Name: T:\ARCHIVE\DRAWING\ 69845A

.DWG

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE TABLE				
LINE	BEARING LENGTH			
L1	N72"34'56"E	55.68'		
L2	N38'14'02"E	43.76		
L3	N79'33'45"E	40.25		
L4	S68'37'46"E	25.73'		
L5	S45'00'00"E	35.36'		

	LINE TABLE				
LINE	BEARING LENGTH				
L6	S20"13'29"E 21.09"				
L7	S0.00,00 <u>"</u> E	20.83			
L8	S24'08'43"W	33.10'			
L9	S29'36'16"W	26.49'			
L10	N64'57'58"W	165.09			





SEE SHEET 2 FOR LEGENDS

SHEET 3 OF 11

PROJECT NAME: WEST OF DEVERS

8/23/2017 11:12 AM

M.S. 51-106

MAP & F.B. REF: 128/72-73

CITY: UNINCORPORATED

COUNTY: RIVERSIDE

DRAWN BY: TOWILL, INC.

DATE: 04/04/17

SURVEYED BY: MULTIPLE CREWS

TRES: LINDA CHAVEZ WORK ORDER NO.: 801275175

NOTIFICATION NO.: 202998209

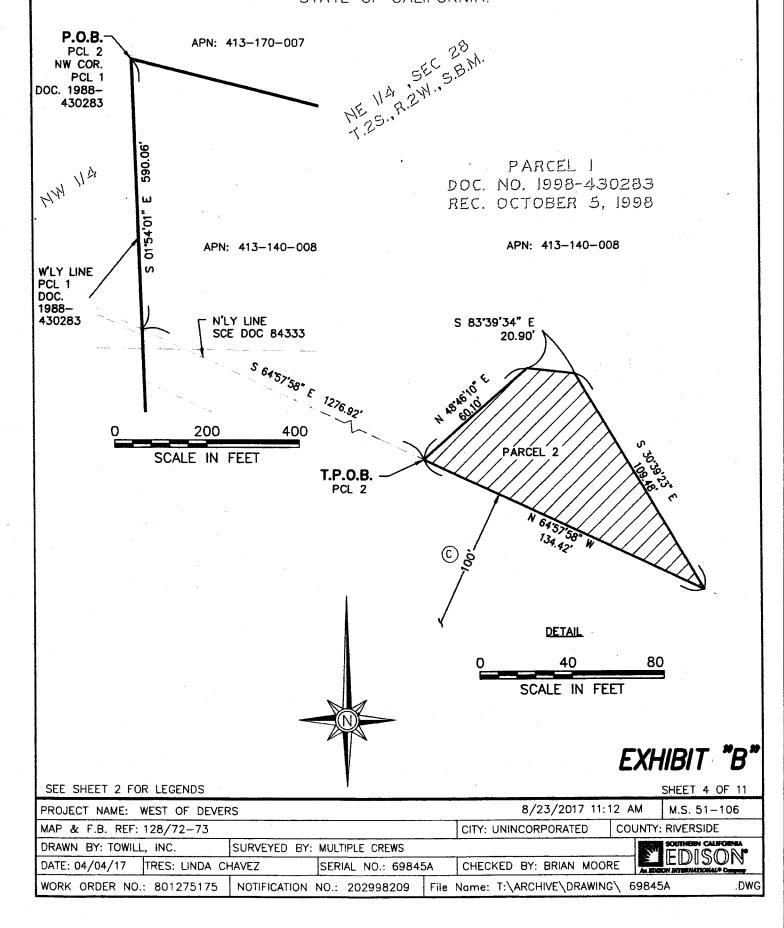
SERIAL NO.: 69845A

CHECKED BY: BRIAN MOORE

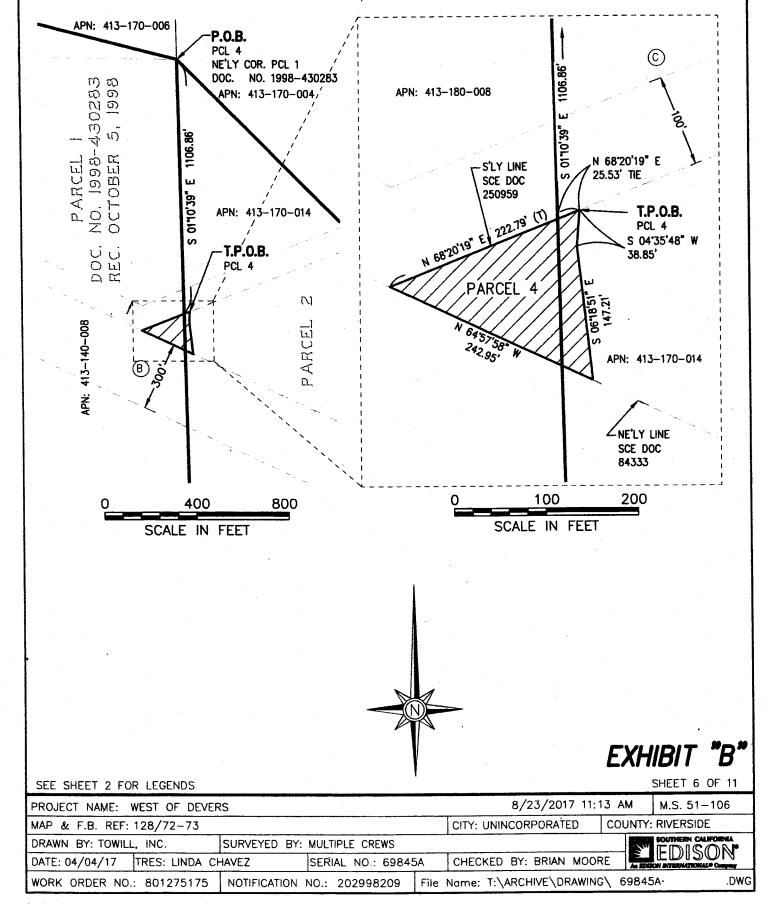
File Name: T:\ARCHIVE\DRAWING\ 69845A

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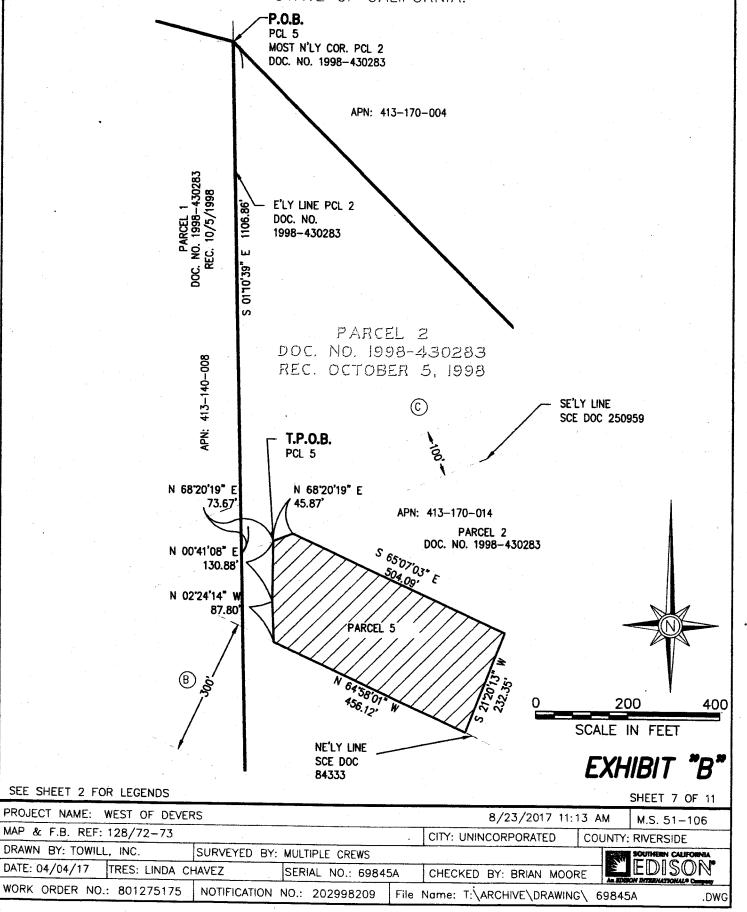
THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. APN: 413-170-007 P.O.B. PCL 3 NW COR. PCL 1 DOC. 1988-430283 WLY LINE PCL 1 DOC. 1988-PARCEL I 430283 DOC. NO. 1998-430283 w REC. OCTOBER 5, 1998 01"54"01 APN: 413-140-008 APN: 413-140-008 N'LY LINE SCE DOC 84333 54 1A <sup>64</sup>'57'58\* E S 82\*52'29" E S 6230'12\* E 2657.65 200 400 PÁRCEL 3 SCALE IN FEET T.P.O.B. PCL 3 N'LY LINE SCE DOC 84333 (C) DETAIL 40 80 SCALE IN FEET EXHIBIT "B" SEE SHEET 2 FOR LEGENDS SHEET 5 OF 11 PROJECT NAME: WEST OF DEVERS 8/23/2017 11:12 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS SOUTHERN CALIFORNIA DATE: 04/04/17 EDISON TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209 File Name: T:\ARCHIVE\DRAWING\ 69845A .DWG THAT PORTION OF PARCEL 1 & PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED ARE OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. P.O.B. PCL 6 MOST N'LY COR. PCL 2 DOC. NO. 1998-430283 APN: 413-140-008 PARCEL 2 DOC. NO. 1980-132119 REC. JULY 22, 1980 S 64'57'58" E 671.27' APN: 413-170-004 T.P.O.B. SWLY LINE PCL 6 SCE DOC LINE PCL 2 A B4333 S 64"57'58" E APN: 413-170-014 36.36 N 22"22'01" W 33.22 £'; 200. N 23'33'55" W (R) Δ=27'01'03" R=54.46' L=25.68' PARCEL 2 DOC. NO. 1998-430283 APN: 413-170-014 (B) REC. OCTOBER 5, 1998 S 6437'58" E 671.27 T.P.O.B. PCL 6 80 SW'LY LINE SCALE IN FEET SCE DOC 84333 400 800 SCALE IN FEET **EXHIBIT** SHEET 8 OF 11 SEE SHEET 2 FOR LEGENDS 8/23/2017 11:13 AM M.S. 51-106 PROJECT NAME: WEST OF DEVERS CITY: UNINCORPORATED COUNTY: RIVERSIDE MAP & F.B. REF: 128/72-73

MAP & F.B. REF: 128/72-73

DRAWN BY: TOWILL, INC.

DATE: 04/04/17

TRES: LINDA CHAVEZ

SERIAL NO.: 69845A

CHECKED BY: BRIAN MOORE

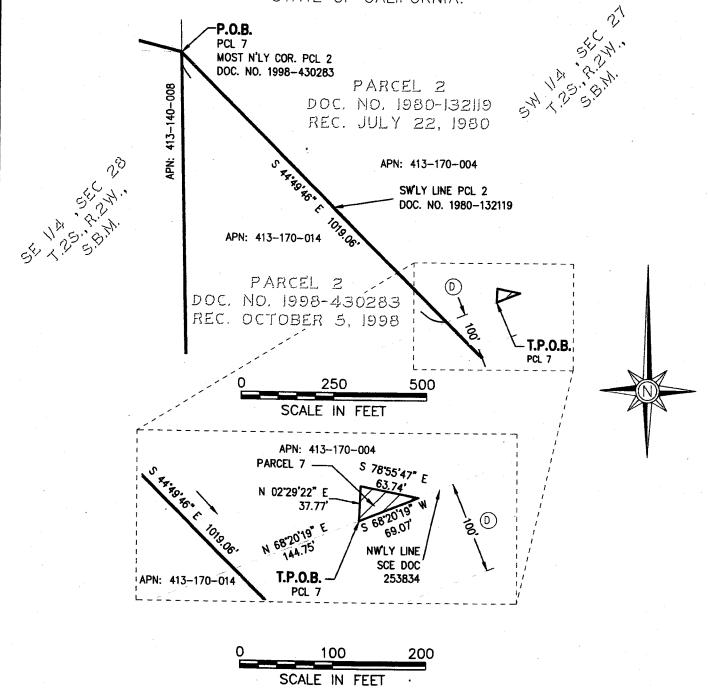
WORK ORDER NO.: 801275175

NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\ 69845A

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THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



## EXHIBIT "B"

8/23/2017 11:13 AM

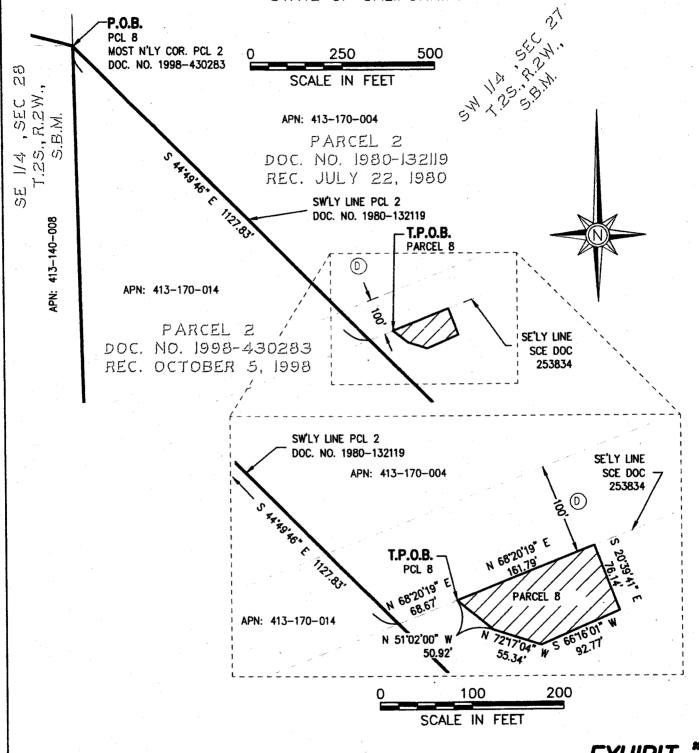
SEE SHEET 2 FOR LEGENDS

PROJECT NAME: WEST OF DEVERS

SHEET 9 OF 11 M.S. 51-106

MAP & F.B. REF: 128/72-73					CITY: U	JNINCORPORA	TED	COUNTY	: RIVERSIDE	
	SURVEYED BY:	MULT	IPLE CREWS		-1		<del></del>	15	SOUTHERN CALIFO	AMNIA
DATE: 04/04/17 TRES: LINDA CI	y	1	AL NO.: 69845	Á	CHECK	ED BY: BRIA	N MOORE		EDISO	
WORK ORDER NO.: 801275175	NOTIFICATION	NO.:	202998209	File	Name:	T:\ARCHIVE\I	DRAWING\			.DWG

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980—132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



## EXHIBIT "B"

SEE SHEET 2 FOR LEGENDS

DATE: 04/04/17

SHEET 10 OF 11

EDISON

PROJECT NAME: WEST OF DEVERS

8/23/2017 11:14 AM M.S. 51-106

MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE

SERIAL NO.: 69845A

DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS

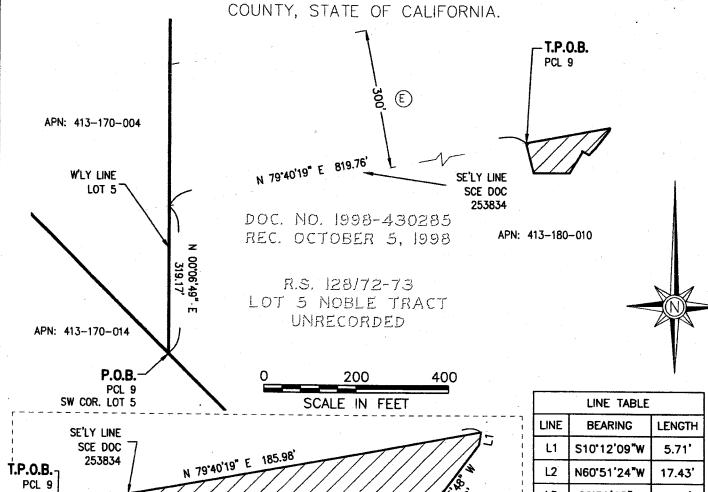
TRES: LINDA CHAVEZ

WORK ORDER NO.: 801275175 | NOTIFICATION NO.: 202998209 | File Name: T:\ARCHIVE\DRAWING\ 69845A

9845A CHECKED BY: BRIAN MOORE 100 File Name: T:\ARCHIVE\DRAWING\ 69845A

.DWG

THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE



r	. <b>- </b>			
SE'LY LINE SCE DOC 253834 T.P.O.B.	N 79°40'19" E	185.98'		17 18 18 18 18 18 18 18 18 18 18 18 18 18
¥ .10 3.03.7. 10.00.7.	PARCEL 9	13/15		'44'59" W
N 14:30:33" N 14:30:33"	90'00'00" W 79.52'	15 15 15 15 15 15 15 15 15 15 15 15 15 1	APN: 413-1	80-010
		0	40	80

LINE IABLE				
LINE	BEARING LENGTH			
L1	S10'12'09"W	5.71		
L2	N60'51'24"W	17.43'		
L3	S0'59'13"W	3.79'		
L4	N6'36'46"W	4.35'		

EXHIBIT "B"

SEE SHEET 2 FOR LEGENDS

SHEET 11 OF 11

PROJECT NAME: WEST OF DEVERS 8/23/2017 11:14 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS SOUTHERN CALIFORNIA EDISON DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE

SCALE IN FEET

WORK ORDER NO.: 801275175

NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\ 69845A

.DWG

SERIAL NO: 69845A

APN(s): 413-140-008, 413-170-004, 413-170-014 & 413-180-010

PROJECT: West of Devers Upgrade Project

#### PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF EASEMENTS

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "AGREEMENT", is entered into by and between the Southern California Edison Company, a publicly regulated private utility company, (hereinafter called "SCE"), and RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 (hereinafter called "Seller") for acquisition by SCE of certain real property rights hereinafter set forth for the construction, operation and use as part of the West of Devers Upgrade Project (hereinafter called the "Project").

#### **RECITALS**

WHEREAS, SCE is in the process of acquiring the necessary real property and property rights for the Project, and has determined that portions of Seller's property, identified as Assessor Parcel Number(s) 413-140-008, 413-170-004, 413-170-014 & 413-180-010, located in an unincorporated area of the County of Riverside, State of California (said portions hereinafter called the "Subject Property"), are necessary for the construction and operation of the Project.

WHEREAS, SCE has extended the offer to purchase rights to use the Subject Property for the Project as required by and consistent with *Government Code* §7267.2 to the Seller, on the form attached hereto as Exhibit "A" and Seller acknowledges having received the offer in proper form and content;

WHEREAS, SCE and Seller wish to, by this Agreement, agree to SCE's acquisition, and Seller's sale, of the temporary construction easement for the immediate possession and use of the Subject Property by SCE for the Project as set forth herein;

## NOW THEREFORE, IN CONSIDERATION OF ALL THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

- 1. <u>AGREEMENT TO SELL AND PURCHASE</u>. Seller represents and warrants that they, and they alone, own the Subject Property and Seller agrees to sell to SCE, and SCE agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, certain rights to use the property as set forth in Section 5 below.
- 2. <u>PURCHASE PRICE</u>. The total purchase price for the temporary construction easement on the Subject Property shall be the sum of SIXTEEN THOUSAND NINE HUNDRED DOLLARS (\$16,900). The purchase price, shall be payable as set forth below.
- 3. <u>CONVEYANCE OF EASEMENT</u>. Seller agrees to convey by easement documents, substantially in the form of Exhibit A attached hereto (the "Easement Documents"), to

SCE a temporary construction easement on the Subject Property (free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes,), EXCEPT:

- a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
- b. Quasi-public utility, public utility, public alley, public street easements and rights of way of record
- 4. <u>TITLE INSURANCE POLICY</u>. If SCE so chooses, following recording of said Easement Documents by SCE, to acquire a CLTA Standard Coverage Policy of Title Insurance, SCE agrees to pay the premium charged therefore.
- 5. <u>TRANSACTION</u>. Seller shall execute and deliver said Easement Documents as referenced in Paragraph 3, above, to SCE's title department concurrently with this Agreement, or as soon as possible thereafter when said Easement Documents are available. SCE's title department shall handle the process of recording the Easement Documents. SCE shall send payment referenced in Paragraph 2 above concurrently with the recording of the Easement Documents. SCE and Seller agree to cooperate and provide any additional instruments as may be reasonably necessary to complete this transaction.

#### The parties additionally agree:

- a. SCE may pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;
- b. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, this AGREEMENT must be in writing.
- 6. <u>TRANSACTION COSTS</u>. SCE agrees to pay all transaction costs and fees related to the recording and conveyance of the Easement Documents, including but not limited to recording and title insurance fees incurred in this transaction.
- 7. POSSESSION AND USE. SCE and Seller acknowledge that SCE is entitled to immediate possession of the Subject Property upon recordation of Easement Documents and payment of the purchase price to Seller ("Effective Date"). SCE shall provide notice of the execution of this Agreement and recordation of Easement Documents via email or facsimile to Seller using the information contained in Section 20 below. SCE and Seller agree that from the Effective Date SCE shall be entitled to full possession and use of the Subject Property as set forth in the Easement Documents. Seller also acknowledges that the purchase price in Section 2 above includes all consideration related to the transfer of

- immediate possession of the Subject Property to SCE as contemplated herein, and no additional compensation claims may be raised.
- 8. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Subject Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Subject Property. Seller further agrees to hold SCE harmless and reimburse SCE for any and all of its losses, costs and expenses occasioned by reason of any lease of said Subject Property held by any tenant of Seller, including the reimbursement of any attorney's fees incurred by SCE to obtain complete possession of the Subject Property.
- 9. <u>WARRANTIES</u>, <u>REPRESENTATIONS</u>, <u>AND COVENANTS OF SELLER</u>. Seller hereby warrants, represents, and/or covenants to SCE that:
  - a. To the best of Seller's knowledge, there are no actions, suits, material claims, mechanics or materialmen liens, legal proceedings, or any other proceedings or claims affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
  - b. To the best of Seller's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements of the Subject Property encroach on other properties.
  - c. Seller shall not do anything which would impair Seller's title to any of the Subject Property during the completion of the acquisition process contemplated herein.
  - d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Subject Property may be bound.
  - e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller not to be true as of closing, immediately give written notice of such fact or condition to SCE.
  - f. Seller, at the time of execution of this Agreement, is the sole lawful owner of the Subject Property and has good, clear, and marketable title to the Subject Property. Seller also warrants that Seller has full legal authority to enter into this Agreement, and in so doing is not thereby in violation of any other contract or agreement with any other party. Seller warrants that it has not assigned any of its interests in the Subject Property to any other person or entity, and that it is the sole party with authority to compromise its claims related to the Subject Property.

- g. Seller shall maintain the Subject Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property until the Effective Date.
- h. Each of the above warranties and representations is material and is relied upon by SCE separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the Easement Documents.
- 10. <u>HAZARDOUS WASTE</u>. To the best of Seller's knowledge, neither Seller nor any previous owner, tenant, occupant, or user of the Subject Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Subject Property, or transported any Hazardous Materials to or from the Subject Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Subject Property. The term "Hazardous Material" shall mean any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).
- 11. <u>COMPLIANCE WITH ENVIRONMENTAL LAWS</u>. To the best of Seller's knowledge the Subject Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the

Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

- 12. INDEMNITY FROM SELLER. Seller agrees to indemnify, defend and hold SCE harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from the Subject Property caused by Seller, or (ii) the violation by Seller of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from the Subject Property, unless such violation is in any way or part caused by SCE. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment).
- 13. <u>COUNTERPARTS</u>. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- 14. <u>CONTINGENCY</u>. It is understood and agreed between the parties hereto that the completion of this transaction is contingent upon the specific acceptance and approval of both parties. The execution of this Agreement by both parties constitutes said acceptance and approval.
- 15. NO BROKERS. SCE and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.
- 16. <u>JURISDICTION AND VENUE</u>. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the Riverside County Superior Court, for any and all claims related to this Agreement or the Subject Property.
- 17. <u>ASSIGNMENT</u>. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
- 18. <u>COOPERATION</u>. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably

- necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, additional agreements.
- 19. <u>ENTIRE AGREEMENT, WAIVER AND MODIFICATION</u>. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- 20. <u>NOTICES</u>. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to all of the following addresses:

As to SCE:	Southern California Edison Company Real Properties – Title & Valuation 2 Innovation Way, 2 <sup>nd</sup> Floor Pomona, CA 91768
As to SCE:	Southern California Edison Company Law Department 2244 Walnut Grove Avenue, 3 <sup>rd</sup> Floor Rosemead, CA 91770
As to Seller:	Riverside County Regional Park & Open Space District c/o Don Craw, Administrative Services Supervisor 4600 Crestmore Road Riverside, CA 92509
As to Seller Counsel:	Riverside County Counsel Attention: Synthia M. Gunzel 3960 Orange Street, Suite 500 Riverside, CA 92501

21. <u>RECORDING</u>. SCE shall be entitled to record the Easement Documents contemplated herein, along with any Certificate of Acceptance with the Riverside County Recorder's Office.

- 22. <u>SEVERABILITY</u>. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- 23. <u>CONSTRUCTION</u>. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
- 24. <u>AUTHORITY</u>. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
- 25. <u>ATTORNEY'S FEES.</u> In the event of suit, arbitration, or other proceeding to enforce, defend, or interpret the terms of this Agreement, the prevailing party (as defined by *Civil Code* §1717) in any such proceeding shall be entitled to a reasonable award of attorneys' fees. As used herein, "attorneys' fees" includes all reasonable attorneys' fees actually incurred, reasonable costs for pursuit of discovery, including deposition transcripts, preparation of exhibits, and the like, and all other costs normally recoverable in civil actions.
- 26. <u>IDENTIFICATION OF SELLER.</u> For purposes of identifying the owner of the Subject Property for issuing IRS Form 1099, Seller requests that said Form name the recipient of the funds paid herein as listed on the provided W-9.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER	Riverside County Regional Park & Open Space District
	By: Jusk Wat
	Name: CHUCK WASHINGTON
	Its: CHAIRMAN, BOARD OF SUPERVISORS
	Dated: AUG 28 2018
SCE	SOUTHERN CALIFORNIA EDISON COMPANY
Dated:	By:  James Spence Senior Manager
APPROVED AS TO FORM: Gregory P. Priamos, County Counsel	APPROVED AS TO FORM:
By: Thomas Oh Deputy County Counsel Counsel for Seller	By:  Keith E. McCullough  Andrew M. Jones  Counsel For SCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER	Riverside County Regional Park & Open Space District
	By:
	Name:
	Its:
	Dated:
SCE	SOUTHERN CALIFORNIA EDISON COMPANY
Dated:	By:
APPROVED AS TO FORM: Gregory P. Priamos, County Counsel	APPROVED AS TO FORM:
By: Thomas Oh Deputy County Counsel Counsel for Seller	By: Cheller M. Keith E. McCullough Andrew M. Jones Counsel For SCE

## **EXHIBIT A**

# RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THISLINE FOR RECORDER'SUSE

#### GRANT OF TEMPORARY CONSTRUCTION EASEMENT

DOCUMENTARY TRANSFER TAX \$	APPROVED
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	REAL PROPERTIES DEPARTMENT
OR COMPUTED ON FULL VALUE LESS LIENS AND	BY YM DATE 11/7/17
ENCUMBERANCES REMAINING AT TIME OF SALE	PROJECT: WEST OF DEVERS
	FILE NUMBER: 202998209
SO. CAL. EDISON CO.	ORDER NUMBER: 801275175
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	SCE DOCUMENT NUMBER: 510079
SERIAL NUMBER: 69845A SEGMENT: 3	
LOCATION: Riverside County	
APN: 413-140-008; 413-170-014; 413-170-004 & 413-180-010	

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT, hereinafter referred to as "Grantor", does hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter referred to as "Grantee", a temporary, non-exclusive easement for construction-related purposes ("Temporary Construction Easement") in, over, under and across those portions of real property located in the County of Riverside, State of California, and more particularly identified as follows:

Those parcels legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", as said Exhibits are incorporated herein by this reference (collectively, the "Easement Areas").

- 1. <u>Use of the Easement Areas.</u> Use of the Easement Areas, and exercise of the easement rights granted herein, shall be at Grantee's sole cost and expense and limited solely to those activities which are related to and necessary for Grantee's development and installation of electrical generation, transmission and/or distribution facilities (and improvements related thereto collectively, the "*Utility Facilities*") on properties that are located adjacent and/or proximate to the Easement Areas. Specifically, during the Term of this Temporary Construction Easement (as defined below), Grantee shall have the following rights relative to the Easement Areas:
  - a. The right to enter upon and pass and repass over and along the Easement Areas for the construction, reconstruction, enlargement, repair and maintenance of such improvements as are required for, or otherwise necessitated by, Grantee's development and installation of the Utility Facilities.
  - b. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Areas for purposes of facilitating the development and installation of the Utility Facilities.
  - c. The right to store, maintain and operate on the Easement Areas such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with Grantee's development and installation of the Utility Facilities.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

SERIAL NUMBER: 69845A SEGMENT: 3 PROJECT: WEST OF DEVERS

- d. The right to install, operate, maintain and replace on, over, under and within the Easement Areas such temporary poles, footings, lines and other improvements as are necessary or convenient in connection with Grantee's development and installation of the Utility Facilities.
- 2. Term of Temporary Construction Easement. The Temporary Construction Easement shall continue for a period of five (5) years. Construction within the Temporary Construction Easement Area shall commence September 1, 2018, and shall terminate on the earliest of (a) the date upon which Grantee notifies Grantor that it no longer needs the Temporary Construction Easement, or (b) September 1, 2023 (5 years) ("Expiration Date").
- 3. <u>Use of Gates; Removal of Materials Impeding the Easement</u>. Grantee shall have the right to use gates in all of Grantor's fences which presently or hereafter cross the Easement Areas, and with Grantor's prior written consent, to remove, trim, cut and clear away any trees and brush within the Easement Areas (and relocate any other materials situated, placed or appearing within the Easement Areas) whenever the same shall be necessary for the convenient and safe exercise of the rights granted hereby.
- 4. Obligation to Restore Easement Areas. After completion of any work performed by Grantee or its agents, contractors or employees which disturbs the surface of the Easement Areas, Grantee shall, at its sole cost and expense, restore the surface of such area to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement, but specifically excluding the obligation to replace/replant any trees or shrubs trimmed, cut or cleared in connection with the provisions of Section 3, above).
- 5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Areas, Grantee shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from anybody, agency, or department with jurisdiction over the Easement Areas.
- 6. Rights Retained by Grantor. The easement rights acquired by Grantee pursuant to this instrument are acquired subject to the right of Grantor, its successors and assigns to use the surface and subsurface of the land within the Easement Areas to the extent that such use does not unreasonably interfere with the rights granted herein.

## 7. Indemnification.

- a. Grantee. Grantee hereby agrees to indemnify, defend (with counsel acceptable to Grantor), release and hold harmless Grantor, its successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively, the "Grantor Representatives"), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of Grantee, its employees, agents, contractors and representatives (collectively, the "Grantee Representatives") in connection with the use of the Easement Area by Grantee and/or the Grantee Representatives or any material breach of this Temporary Construction Easement by Grantee; provided, however, that nothing contained in this paragraph shall operate to relieve Grantor from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of Grantor, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.
- b. Grantor. Grantor hereby agrees to indemnify, defend (with counsel acceptable to Grantee), release and hold harmless Grantee and the Grantee Representatives, and each of them, and its and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fee and court costs) arising directly or

GRANT OF TEMPORARY CONSTRUCTION EASEMENT RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

SERIAL NUMBER: 69845A SEGMENT: 3

PROJECT: WEST OF DEVERS

indirectly out of the acts or omissions, intentional or otherwise, of Grantor or the Grantor Representatives in connection with the use of the Easement Areas by Grantor and/or the Grantor Representatives or any material breach of this Temporary Construction Easement by Grantor; provided, however that nothing contained in this paragraph shall operate to relieve Grantee from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of Grantee, the Grantee Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

## 8. General Provisions.

- a. Covenants Running with the Land. Grantee and Grantor acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective Grantees, heirs, successors and assigns.
- b. Authorized Representative. Each individual signing on behalf of a party to this Temporary Construction Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Temporary Construction Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- c. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Temporary Construction Easement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs actually incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.
- d. Further Cooperation. Each of the signatories to this Temporary Construction Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Temporary Construction Easement.

Grantor:	RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT
	Ву:
	Name:
	Its:
	Date:
	a. 3
Grantee:	SOUTHERN CALIFORNIA EDISON
	Ву:
	Name:
	Its:
	Date:

GRANT OF TEMPORARY CONSTRUCTION EASEMENT RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT SERIAL NUMBER: 69845A SEGMENT: 3

PROJECT: WEST OF DEVERS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFOR	NIA		
COUNTY OF	7		
Onappeared	before me,	, a Notary Public, personally	
the		, who proved to me on the basis of satisfactory evidence to	ъе
person(s) whose name	(s) is/are subscribed to the	e within instrument and acknowledged to me that he/she/they execut	ed
the same in his/her/the	ir authorized capacity(ies)	), and that by his/her/their signature(s) on the instrument the person(	s),
or the entity upon beha	olf of which the person(s)	acted, executed the instrument.	
I certify under PENAL	TY OF PERJURY under	the laws of the State of California that the foregoing paragraph is tr	ne
and correct.		The second of th	
WITNESS my hand an	d official seal.		
Signature			

DRAWN BY: TOWILL, INC.

SURVEYED BY: MULTIPLE CREWS

DATE: 04/04/17 TRES: LINDA CHAVEZ

SERIAL NO: 69845A

CHECKED BY: BRIAN MOORE

WORK ORDER NO. 831275175 NOTIFICATION NO.: 202998209 File Name: T. ARCHIVEL DRAWING: 69845A

# EXHIBIT "A" LEGAL DESCRIPTION SERIAL No. 69845A

# PARCEL No. 1 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 150.04 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 72°34'56" EAST, 55.68 FEET

THENCE NORTH 38°14'02" EAST, 43.76 FEET;

THENCE NORTH 79°33'45" EAST, 40.25 FEET;

THENCE SOUTH 68°37'46" EAST, 25.73 FEET;

THENCE SOUTH 45°00'00" EAST, 35.36 FEET;

THENCE SOUTH 20°13'29" EAST, 21.09 FEET;

THENCE SOUTH 00°00'00" EAST, 20.83 FEET;

THENCE SOUTH 24°08'43" WEST, 33.10 FEET;

THENCE SOUTH 29°36'16" WEST, 26.49 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 165.09 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,251 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

## PARCEL No. 2 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

## **BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL 1:

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 1276.92 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°46'10" EAST, 60.10 FEET

THENCE SOUTH 83°39'34" EAST, 20.90 FEET:

THENCE SOUTH 30°39'23" EAST, 109.48 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 134.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,611 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

## PARCEL No. 3 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

## **BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1:**

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY:

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 2657.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 49°09'12" EAST, 49.49 FEET;

THENCE SOUTH 82°52'29" EAST, 36.75 FEET;

THENCE SOUTH 62°50'12" EAST, 52.86 FEET TO SAID NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1. SOUTH 68°20'19" WEST, 74.90 FEET
- 2. NORTH 64°57'58" WEST, 56.64 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,765 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

# PARCEL No. 4 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28 AND SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 SOUTH 01°10'39" EAST, 1106.86 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 25.53 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 04°35'48" WEST, 38.85 FEET;

THENCE SOUTH 06°18'51" EAST, 147.21 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 242.95 FEET TO THE SOUTHEASTERLY LINE OF SAID (SCE DOC 250959);

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 222.79 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 19,153 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

## PARCEL No. 5 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

## BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 01°10'39" EAST, 1106.86 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 73.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 68°20'19" EAST, 45.87 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 65°07'03" EAST, 504.09 FEET;

THENCE SOUTH 21°20'13" WEST, 232.35 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°58'01" WEST, 456.12 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 02°24'14" WEST, 87.80 FEET:

THENCE NORTH 00°41'08" EAST, 130.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 116,016 SQUARE FEET OR 2.66 ACRES, MORE OR LESS.

# PARCEL No. 6 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

# BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2.

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 01°10'39" EAST, 1601.24 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, LTD. RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 64°57'58" EAST, 671.27 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 64°57'58" EAST, 36.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.46 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 50°34'58" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'03" AN ARC LENGTH OF 25.68 FEET:

THENCE NORTH 22°22'01" WEST, 33.22 FEET TO THE TRUE POINT OF BEGINNING:

CONTAINING 434 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

# PARCEL No. 7 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PCL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCT 5, 1998 AS DOC. NO. 1998-430283, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 44°49'46" EAST, 1019.06 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961 IN BOOK 2827, PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS:

THENCE ALONG SAID NORTHWESTERLY LINE NORTH 68°20'19" EAST, 144.75 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 02°29'22" EAST, 37.77 FEET:

THENCE SOUTH 78°55'47" EAST, 63.74 FEET TO THE NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 68°20'19" WEST, 69.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,190 SQUARE FEET OR 0.03 ACRES, MORE OR LESS!

## PARCEL No. 8 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PCL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCT 5, 1998 AS DOC. NO. 1998-430283, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 44°49'46" EAST, 1127.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961 IN BOOK 2827, PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 68.67 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 68°20'19" EAST, 161.79 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 20°39'41" EAST, 76.14 FEET;

THENCE SOUTH 66°16'01" WEST, 92.77 FEET;

THENCE NORTH 72°17'04" WEST, 55.34 FEET;

THENCE NORTH 51°02'00" WEST, 50.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,467 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

# PARCEL No. 9 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 5 AS SHOWN ON THE MAP FILED IN BOOK 128, PAGES 72-73 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY:

THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 NORTH 00°06'49" EAST, 319.17 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 2, 1949 IN BOOK 1099 (SCE DOC 253834), PAGE 103, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 79°40'19" EAST, 819.76 FEET TO TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 79°40'19" EAST, 185.98 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 10°12'09" WEST, 5.71 FEET;

THENCE SOUTH 37°15'48" WEST, 47.46 FEET;

THENCE SOUTH 44°44'59" WEST, 21.50 FEET;

THENCE NORTH 60°51'24" WEST, 17.43 FEET;

THENCE SOUTH 00°59'13" WEST, 3.79 FEET;

THENCE SOUTH 31°54'38" WEST, 51.53 FEET;

THENCE SOUTH 90°00'00" WEST, 79.52 FEET;

THENCE NORTH 14°30'33" WEST, 62.01 FEET;

THENCE NORTH 06°36'46" WEST, 4.35 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,165 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF.

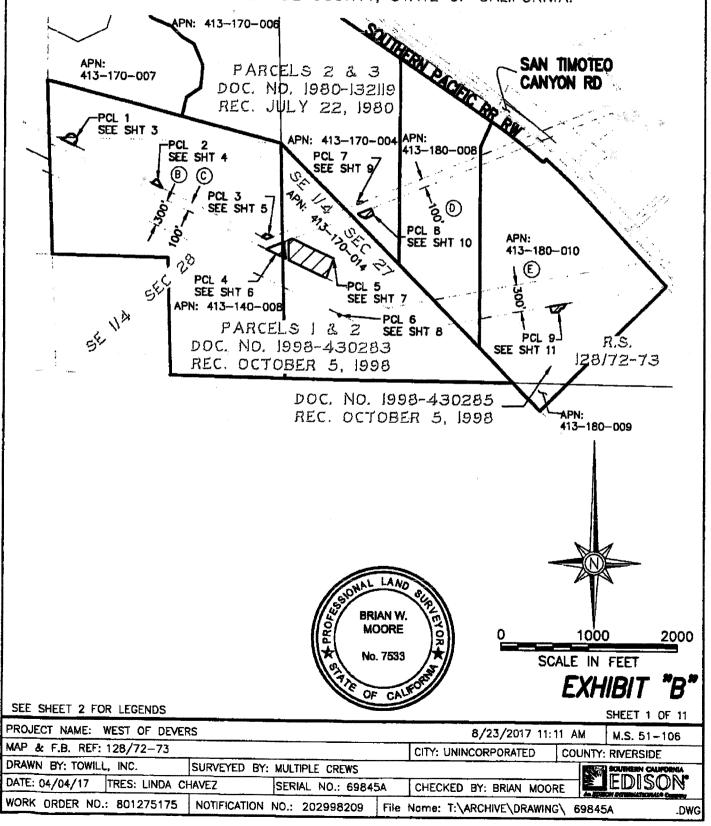
PREPARED BY ME OR UNDER MY DIRECTION

Und the DATE 0/24/1

BRIAN W. MOORE, P.L.S. No. 7533

SOUTHERN CALIFORNIA EDISON COMPANY

BRIAN W. MOORE THAT PORTION OF PARCELS 1 & 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, AND PARCELS 2 & 3 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORTATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



Section Metables and Property and Complete Metables and Complete M		Annual Contract of the Contrac			THE PARTY NAMED IN COLUMN TWO IS NOT THE PARTY N
can-	LANDS OF GRANTOR  APN: 413-170-004  Areo = 2,595,740 SqFt = 59.59 Acres	B	300' WIDE EASEMENT TO S.C.E. REC. 01/0 IN BK. 722, PG. 305, O.R. (SCE DOC 843.		
	LANDS OF GRANTOR  APN: 413-140-008  Area = 6,098,400 SqFt = 140 Acres	©	100' WIDE EASEMENT TO CA. ELEC. POWER REC. 4/29/1960 IN BK. 2684, PG. 366, C (SCE DOC 250959)		
	LANDS OF GRANTOR  APN: 413-180-008  Area = 3,186,850 SqFt = 73.16 Acres	<b>(</b>	100' WIDE EASEMENT TO CA. ELEC. POWER REC. 01/06/1961 IN BK. 2827, PG. 292, (SCE DOC 253834)		
	LANDS OF GRANTOR  APN: 413-180-010  Area = 3,818,034 SqFt = 87.65 Acres	Ē	300' WIDE EASEMENT TO S.C.E. BK. 1099, PG. 103, O.R. (SCE DOC 10393)	3)	
	LANDS OF GRANTOR APN: 413-170-014 Areo = 3,476,524 SqFt = 79.81 Acres				
	PARCEL 1, TEMPORARY CONSTRUCTION EASEMEN SOUTHERN CALIFORNIA EDISON COMPANY Area = 12,251 SqFt = 0.28 Acres	IT AREA	х то		
	PARCEL 2, TEMPORARY CONSTRUCTION EASEMEN SOUTHERN CALIFORNIA EDISON COMPANY Area = 4,611 SqFt = 0.10 Acres	NT AREA	А ТО		
	PARCEL 3, TEMPORARY CONSTRUCTION EASEMENT SOUTHERN CALIFORNIA EDISON COMPANY Areo = 3,765 SqFt = 0.09 Acres	NT AREA	A TO		
	PARCEL 4, TEMPORARY CONSTRUCTION EASEMENT SOUTHERN CALIFORNIA EDISON COMPANY Area = 19,153 Sqft = 0.44 Acres	NT ARE	A TO		
	PARCEL 5, TEMPORARY CONSTRUCTION EASEMEN SOUTHERN CALIFORNIA EDISON COMPANY Area = 116,016 SqFt = 2.66 Acres	NT ARE	A TO		
	PARCEL 6, TEMPORARY CONSTRUCTION EASEMED SOUTHERN CALIFORNIA EDISON COMPANY Area = 434 SqFt = 0.01 Acres	NT ARE	A TO		
	PARCEL 7, TEMPORARY CONSTRUCTION EASEMED SOUTHERN CALIFORNIA EDISON COMPANY Areo = 1,190 SqFt = $0.03$ Acres	NT ARÉ	A TO		
	PARCEL 8, TEMPORARY CONSTRUCTION EASEMED SOUTHERN CALIFORNIA EDISON COMPANY Area = 10,467 SqFt = 0.24 Acres	NT ARE	A TO		
	PARCEL 9 TEMPORARY CONSTRUCTION EASEMEN SOUTHERN CALIFORNIA EDISON COMPANY Area = 10,165 SqFt = 0.23 Acres	IT AREA	A ТО		
			EV	HIBIT	*P*
			LAI	TIDI I SHEET 2	
PROJEC	T NAME: WEST OF DEVERS		8/23/2017 3:30 PM	M.S. 51-	

SURVEYED BY: MULTIPLE CREWS

SERIAL NO.: 69845A

MAP & F.B. REF: 128/72-73

WORK ORDER NO.: 801275175

DATE: 04/04/17 TRES: LINDA CHAVEZ

DRAWN BY: TOWILL, INC.

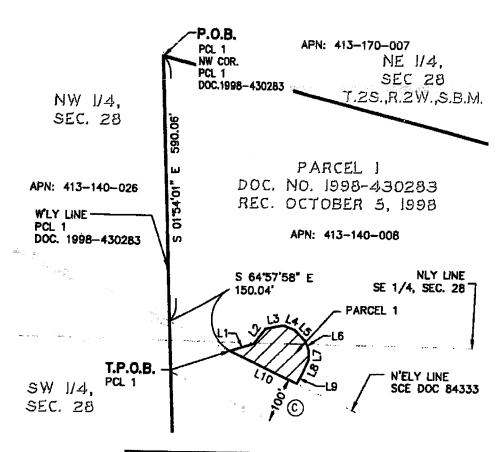
EDISON NOTIFICATION NO.: 202998209 File Name: T:\ARCHIVE\DRAWING\ 69845A

CHECKED BY: BRIAN MOORE

CITY: UNINCORPORATED

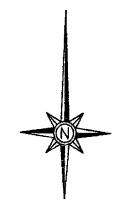
COUNTY: RIVERSIDE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE TABLE			
LINE	BEARING	LENGTH	
L1	N72°34'56"E	55.68	
L2	N38'14'02"E	43.76'	
เง	N79'33'45"E	40.25	
L4	S68'37'46"E	25.73'	
L5	S45'00'00"E	35.36*	

	LINE TABLE			
LINE	BEARING	LENGTH		
L6	S20"13"29"E	21.09		
L7	S0.00,00_E	20.83		
L8	S24'08'43"W	33.10'		
L9	S29'36'16"W	26.49'		
L10	N64"57"58"W	165.09		





SEE	SHEFT	2	FOR	LEGENDS

SHEET 3 OF 11

PROJECT NAME: WEST OF DEVERS

8/23/2017 11:12 AM

MAP & F.B. REF: 128/72-73

CITY: UNINCORPORATED COUNTY: RIVERSIDE

M.S. 51-106

DRAWN BY: TOWILL, INC.

SURVEYED BY: MULTIPLE CREWS

DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A

CHECKED BY: BRIAN MOORE

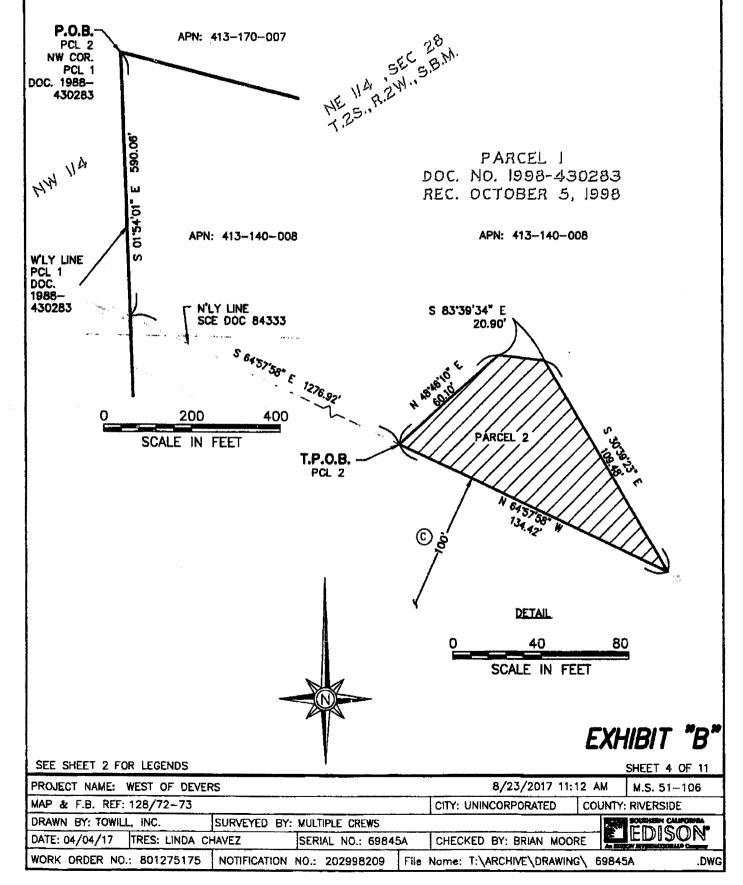
EDISON

WORK ORDER NO.: 801275175

NOTIFICATION NO.: 202998209

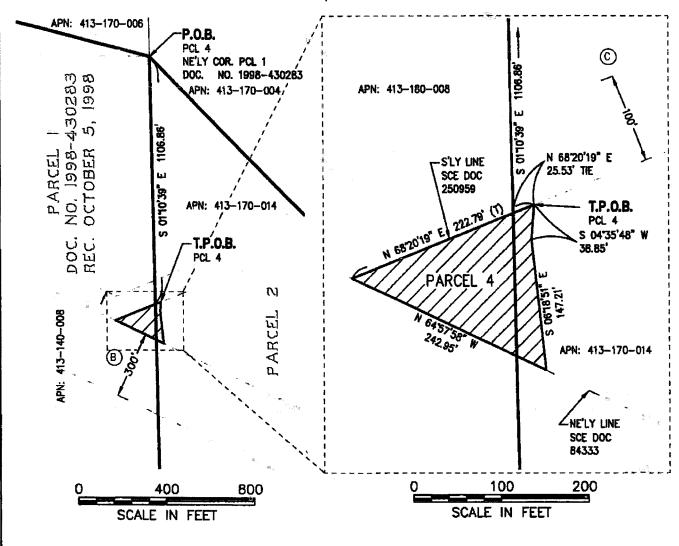
File Name: T:\ARCHIVE\DRAWING\ 69845A

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998—430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. APN: 413-170-007 P.O.B. PCL 3 NW COR. PCL 1 DOC. 1988-430283 WLY LINE PCL 1 DOC. 1988-590. PARCEL 1 430283 DOC. NO. 1998-430283 ш REC. OCTOBER 5, 1998 APN: 413-140-008 APN: 413-140-008 N'LY LINE SCE DOC 84333 S 645758° E 2657.65. S 82"52'29" E 200 SCALE IN FEET T.P.O.B. PCL 3 N'LY LINE SCE DOC 84333 ⊚ DETAIL 40 80 SCALE IN FEET Exhibit "b" SEE SHEET 2 FOR LEGENDS SHEET 5 OF 11 PROJECT NAME: WEST OF DEVERS 8/23/2017 11:12 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS DATE: 04/04/17 TRES: LINDA CHAVEZ EDISON SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209 File Name: T:\ARCHIVE\DRAWING\ 69845A

THAT PORTION OF PARCEL 1 & PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



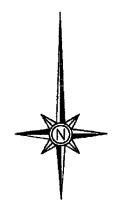


EXHIBIT "B"

SEE SHEET 2 FOR LEGENDS

WORK ORDER NO.: 801275175

SHEET 6 OF 11

PROJECT NAME: WEST OF DEVERS 8/23/2017 11:13 AM M.S. 51-106

MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE

DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS

DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE EDISON

NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\ 69845A

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THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. P.O.B. PCL 5 MOST N'LY COR. PCL 2 DOC. NO. 1998-430283 APN: 413-170-004 E'LY LINE PCL 2 DOC. NO. 1998-430283 01 10 39 PARCEL 2 DOC NO. 1998-430283 413-140-008 REC. OCTOBER 5, 1998 SE'LY LINE SCE DOC 250959 T.P.O.B. PCL 5 N 68"20"19" E N 68"20"19" E 45.87 APN: 413-170-014 PARCEL 2 DOC. NO. 1998-430283 S 6507'03\* N 00"41"08" E 130.86 N 02"24'14" PARCEL 5 (B) 200 400 SCALE IN FEET **NE'LY LINE** SCE DOC EXHIBIT "B" 84333 SEE SHEET 2 FOR LEGENDS SHEET 7 OF 11 PROJECT NAME: WEST OF DEVERS 8/23/2017 11:13 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE DRAWN BY: TOWILL. INC. SURVEYED BY: MULTIPLE CREWS DATE: 04/04/17 EDISON TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE WORK ORDER NO.: 801275175

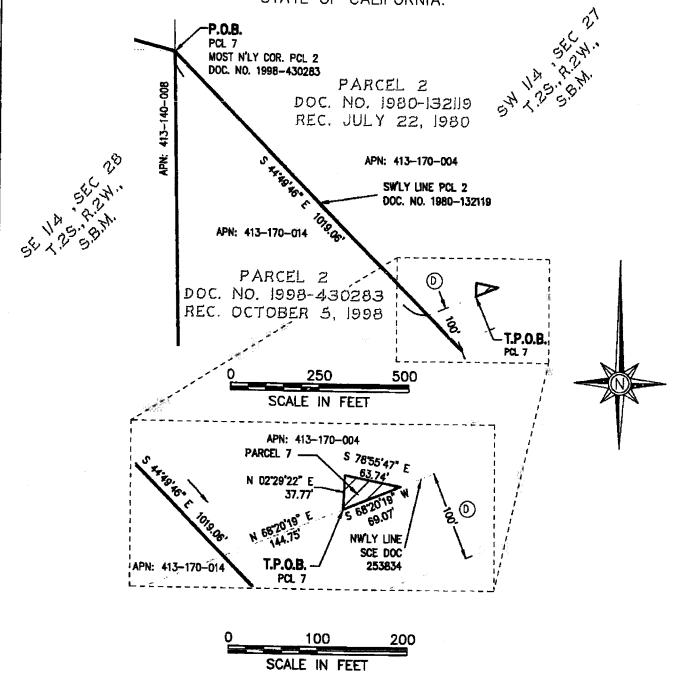
NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\

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THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED ARE OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. P.O.B. PCL 6 MOST N'LY COR. PCL 2 DOC. NO. 1996-430283 APN: 413-140-008 PARCEL 2 DOC. NO. 1980-132119 REC. JULY 22, 1980 6457'58° E 671.27 APN: 413-170-004 T.P.O.B. SWLY LINE PCL 6 SCE DOC LINE PCI. 2 / NO. 1998-430283 B4333 S 64'57'58" E APN: 413-170-014 01.10'39" **'36.36**' N 22'22'01" W 33.22 N 23'33'55" W (R) Δ=27'01'03" R=54.46 L=25.68 PARCEL 2 DOC. NO. 1998-430283 APN: 413-170-014 **(B)** REC. OCTOBER 5, 1998 T.P.O.B. 80 SW'LY LINE SCALE IN FEET SCE DOC 84333 800 400 SCALE IN FEET EXHIBIT "B" SHEET 8 OF 11 SEE SHEET 2 FOR LEGENDS 8/23/2017 11:13 AM M.S. 51-106 PROJECT NAME: WEST OF DEVERS COUNTY: RIVERSIDE CITY: UNINCORPORATED MAP & F.B. REF: 128/72-73 SURVEYED BY: MULTIPLE CREWS DRAWN BY: TOWILL, INC. EDISON CHECKED BY: BRIAN MOORE DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A WORK ORDER NO.: 801275175 | NOTIFICATION NO.: 202998209 File Name: T:\ARCHIVE\DRAWING\

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



# EXHIBIT "B"

SEE SHEET 2 FOR LEGENDS						SHEET 9 OF 11
PROJECT NAME: WEST OF DEV	ERS			8/23/2017 11:	13 AN	
MAP & F.B. REF: 128/72-73				CITY: UNINCORPORATED	cou	NTY: RIVERSIDE
DRAWN BY: TOWILL, INC.	SURVEYED BY	: MULTIPLE CREWS			,	E-FEE SOUTHERN CALIFORNIA
DATE: 04/04/17 TRES: LINDA	CHAVEZ	SERIAL NO.: 6984	5A	CHECKED BY: BRIAN MOOI	RE	EDISON"
WORK ORDER NO.: 801275175	NOTIFICATION	NO.: 202998209	File	Name: T:\ARCHIVE\DRAWING	<del></del>	9845A .DWG

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. P.O.B. PCL 8 MOST N'LY COR. PCL 2 250 500 DOC. NO. 1998-430283 ರು SCALE IN FEET N NEC 20 APN: 413-170-004 U) œ EQ. PARCEL 2 क्षे क्षे DOC. NO. 1980-132119 Ń REC. JULY 22, 1980 되 SWLY LINE PCL 2 DOC. NO. 1980-132119 PN: 413-140-00 T.P.O.B. PARCEL 8 (D) APN: 413-170-014 PARCEL 2 se'ly line DOC. NO. 1998-430283 SCE DOC 253834 REC. OCTOBER 5, 1998 SW'LY LINE PCL 2 DOC. NO. 1980-132119 SE'LY LINE APN: 413-170-004 SCE DOC 253834 (D) T.P.O.B. PCL B 68'20'19" APN: 413-170-014 N 51"02'00" V 50,92 100 200 SCALE IN FEET Exhibit "B" SHEET 10 OF 11 SEE SHEET 2 FOR LEGENDS 8/23/2017 11:14 AM PROJECT NAME: WEST OF DEVERS M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED **COUNTY: RIVERSIDE** DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS **EDISON** DATE: 04/04/17 TRES: LINDA CHAVEZ CHECKED BY: BRIAN MOORE SERIAL NO.: 69845A WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209

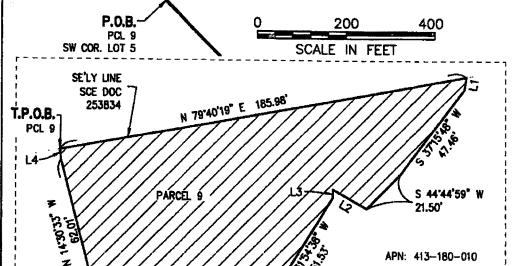
File Name: T:\ARCHIVE\DRAWING\

69845A

.DWG

THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. T.P.O.B. PCL 9 **(E)** 

APN: 413-170-004 N 79"40'19" E 819.76 W'LY LINE SE'LY LINE LOT 5 SCE DOC 253834 DOC. NO. 1998-430285 APN: 413-180-010 REC. OCTOBER 5, 1998 R.S. 128/72-73 LOT 5 NOBLE TRACT UNRECORDED APN: 413-170-014



LINE TABLE				
LINE	BEARING	LENGTH		
L1	S10'12'09"W	5.71'		
1.2	N60'51'24"W	17.43'		
L3	S0'59'13"W	3.79'		
L4	N6'36'46"W	4.35'		

exhibit "b"

SEE SHEET 2 FOR LEGENDS

SHEET 11 OF 11

EDISON

PROJECT NAME: WEST OF DEVERS 8/23/2017 11:14 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS

SCALE IN FEET

S 90000'00" W

79.52

DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE WORK ORDER NO.: 801275175 | NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\

## **EXHIBIT A**

# RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2ND FLOOR POMONA, CA 91768 ATTN: TITLE & VALUATION

SPACE ABOVE THISLINE FOR RECORDER'SUSE

## **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

DOCUMENTARY TRANSFER TAX \$	APPROVED
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	REAL PROPERTIES DEPARTMENT
OR COMPUTED ON FULL VALUE LESS LIENS AND	BY YM DATE 11/7/17
ENCUMBERANCES REMAINING AT TIME OF SALE	PROJECT: WEST OF DEVERS
	FILE NUMBER: 202998209
, SO. CAL. EDISON CO.	ORDER NUMBER: 801275175
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	SCE DOCUMENT NUMBER: 510079
SERIAL NUMBER: 69845A SEGMENT: 3	
LOCATION: Riverside County	
APN: 413-140-008; 413-170-014; 413-170-004 & 413-180-010	

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT, hereinafter referred to as "Grantor", does hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter referred to as "Grantee", a temporary, non-exclusive easement for construction-related purposes ("Temporary Construction Easement") in, over, under and across those portions of real property located in the County of Riverside, State of California, and more particularly identified as follows:

Those parcels legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", as said Exhibits are incorporated herein by this reference (collectively, the "Easement Areas").

- 1. Use of the Easement Areas. Use of the Easement Areas, and exercise of the easement rights granted herein, shall be at Grantee's sole cost and expense and limited solely to those activities which are related to and necessary for Grantee's development and installation of electrical generation, transmission and/or distribution facilities (and improvements related thereto collectively, the "Utility Facilities") on properties that are located adjacent and/or proximate to the Easement Areas. Specifically, during the Term of this Temporary Construction Easement (as defined below), Grantee shall have the following rights relative to the Easement Areas:
  - a. The right to enter upon and pass and repass over and along the Easement Areas for the construction, reconstruction, enlargement, repair and maintenance of such improvements as are required for, or otherwise necessitated by, Grantee's development and installation of the Utility Facilities.
  - b. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Areas for purposes of facilitating the development and installation of the Utility Facilities.
  - c. The right to store, maintain and operate on the Easement Areas such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with Grantee's development and installation of the Utility Facilities.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT
RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

SERIAL NUMBER: 69845A SEGMENT: 3 PROJECT: WEST OF DEVERS

d. The right to install, operate, maintain and replace on, over, under and within the Easement Areas such temporary poles, footings, lines and other improvements as are necessary or convenient in connection with Grantee's development and installation of the Utility Facilities.

- 2. <u>Term of Temporary Construction Easement</u>. The Temporary Construction Easement shall continue for a period of five (5) years. Construction within the Temporary Construction Easement Area shall commence September 1, 2018, and shall terminate on the earliest of (a) the date upon which Grantee notifies Grantor that it no longer needs the Temporary Construction Easement, or (b) September 1, 2023 (5 years) ("Expiration Date").
- 3. <u>Use of Gates; Removal of Materials Impeding the Easement</u>. Grantee shall have the right to use gates in all of Grantor's fences which presently or hereafter cross the Easement Areas, and with Grantor's prior written consent, to remove, trim, cut and clear away any trees and brush within the Easement Areas (and relocate any other materials situated, placed or appearing within the Easement Areas) whenever the same shall be necessary for the convenient and safe exercise of the rights granted hereby.
- 4. Obligation to Restore Easement Areas. After completion of any work performed by Grantee or its agents, contractors or employees which disturbs the surface of the Easement Areas, Grantee shall, at its sole cost and expense, restore the surface of such area to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement, but specifically excluding the obligation to replace/replant any trees or shrubs trimmed, cut or cleared in connection with the provisions of Section 3, above).
- 5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Areas, Grantee shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from anybody, agency, or department with jurisdiction over the Easement Areas.
- 6. Rights Retained by Grantor. The easement rights acquired by Grantee pursuant to this instrument are acquired subject to the right of Grantor, its successors and assigns to use the surface and subsurface of the land within the Easement Areas to the extent that such use does not unreasonably interfere with the rights granted herein.

#### 7. Indemnification.

- a. Grantee. Grantee hereby agrees to indemnify, defend (with counsel acceptable to Grantor), release and hold harmless Grantor, its successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively, the "Grantor Representatives"), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of Grantee, its employees, agents, contractors and representatives (collectively, the "Grantee Representatives") in connection with the use of the Easement Area by Grantee and/or the Grantee Representatives or any material breach of this Temporary Construction Easement by Grantee; provided, however, that nothing contained in this paragraph shall operate to relieve Grantor from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of Grantor, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.
- b. Grantor. Grantor hereby agrees to indemnify, defend (with counsel acceptable to Grantee), release and hold harmless Grantee and the Grantee Representatives, and each of them, and its and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fee and court costs) arising directly or

PROJECT: WEST OF DEVERS

indirectly out of the acts or omissions, intentional or otherwise, of Grantor or the Grantor Representatives in connection with the use of the Easement Areas by Grantor and/or the Grantor Representatives or any material breach of this Temporary Construction Easement by Grantor; provided, however that nothing contained in this paragraph shall operate to relieve Grantee from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of Grantee, the Grantee Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

### 8. General Provisions.

- a. Covenants Running with the Land. Grantee and Grantor acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective Grantees, heirs, successors and assigns.
- b. Authorized Representative. Each individual signing on behalf of a party to this Temporary Construction Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Temporary Construction Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- c. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Temporary Construction Easement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs actually incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.
- d. Further Cooperation. Each of the signatories to this Temporary Construction Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Temporary Construction Easement.

Grantor:	RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT
	Name: CHUCK WASHINGTON
	Its: CHAIRMAN, BOARD OF SUPERVISORS
	Date: AUG 28 2018
Grantee:	SOUTHERN CALIFORNIA EDISON  By:  Name: SPENCE
	Its: SENIOR HANAGER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

§

**COUNTY OF RIVERSIDE** 

On August 28, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Directors of the Regional Park and Open-Space District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem Clerk of the Board of Supervisors

(SEAL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT SERIAL NUMBER: 69845A SEGMENT: 3 PROJECT: WEST OF DEVERS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS Angeles

On August 15, 2018 before me, M. Clarcia - Medramo, a Notary Public, personally appeared
Tames Spence, who proved to me on the basis of satisfactory evidence to be
person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature M. Man Mechanic



# EXHIBIT "A" LEGAL DESCRIPTION SERIAL No. 69845A

# PARCEL No. 1 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 150.04 FEET TO THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 72°34'56" EAST, 55.68 FEET;

THENCE NORTH 38°14'02" EAST, 43.76 FEET:

THENCE NORTH 79°33'45" EAST, 40.25 FEET;

THENCE SOUTH 68°37'46" EAST, 25.73 FEET;

THENCE SOUTH 45°00'00" EAST, 35.36 FEET;

THENCE SOUTH 20°13'29" EAST, 21.09 FEET;

THENCE SOUTH 00°00'00" EAST, 20.83 FEET;

THENCE SOUTH 24°08'43" WEST, 33.10 FEET;

THENCE SOUTH 29°36'16" WEST, 26.49 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 165.09 FEET TO THE TRUE **POINT OF BEGINNING**.

CONTAINING 12,251 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

## PARCEL No. 2 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

## **BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY:

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 1276.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°46'10" EAST, 60.10 FEET;

THENCE SOUTH 83°39'34" EAST, 20.90 FEET;

THENCE SOUTH 30°39'23" EAST, 109.48 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 134.42 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 4,611 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

## PARCEL No. 3 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

#### **BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL SOUTH 01°54'01" EAST, 590.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 64°57'58" EAST, 2657.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 49°09'12" EAST, 49.49 FEET;

THENCE SOUTH 82°52'29" EAST, 36.75 FEET;

THENCE SOUTH 62°50'12" EAST, 52.86 FEET TO SAID NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1. SOUTH 68°20'19" WEST, 74.90 FEET
- 2. NORTH 64°57'58" WEST, 56.64 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,765 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

# PARCEL No. 4 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 28 AND SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 SOUTH 01°10'39" EAST, 1106.86 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 25.53 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 04°35'48" WEST, 38.85 FEET;

THENCE SOUTH 06°18'51" EAST, 147.21 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°57'58" WEST, 242.95 FEET TO THE SOUTHEASTERLY LINE OF SAID (SCE DOC 250959);

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 222.79 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 19,153 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

## PARCEL No. 5 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 01°10'39" EAST, 1106.86 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED APRIL 29, 1960 IN BOOK 2684, PAGE 366 (SCE DOC 250959), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 73.67 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 68°20'19" EAST, 45.87 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 65°07'03" EAST, 504.09 FEET;

THENCE SOUTH 21°20'13" WEST, 232.35 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 64°58'01" WEST, 456.12 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 02°24'14" WEST, 87.80 FEET;

THENCE NORTH 00°41'08" EAST, 130.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 116,016 SQUARE FEET OR 2.66 ACRES, MORE OR LESS.

# PARCEL No. 6 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

# BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 SOUTH 01°10'39" EAST, 1601.24 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, LTD. RECORDED JANUARY 1, 1946 IN BOOK 722, PAGE 305 (SCE DOC 84333), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 64°57'58" EAST, 671.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 64°57′58″ EAST, 36.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.46 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 50°34′58″ EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'03" AN ARC LENGTH OF 25.68 FEET;

THENCE NORTH 22°22'01" WEST, 33.22 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 434 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

# PARCEL No. 7 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PCL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCT 5, 1998 AS DOC. NO. 1998-430283, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 44°49'46" EAST, 1019.06 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961 IN BOOK 2827, PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS:

THENCE ALONG SAID NORTHWESTERLY LINE NORTH 68°20'19" EAST, 144.75 FEET TO THE **TRUE POINT OF BEGINNING**:

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 02°29'22" EAST, 37.77 FEET;

THENCE SOUTH 78°55'47" EAST, 63.74 FEET TO THE NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 68°20'19" WEST, 69.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,190 SQUARE FEET OR 0.03 ACRES, MORE OR LESS!

#### PARCEL No. 8 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PCL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCT 5, 1998 AS DOC. NO. 1998-430283, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 44°49'46" EAST, 1127.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961 IN BOOK 2827, PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 68.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 68°20'19" EAST, 161.79 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 20°39'41" EAST, 76.14 FEET;

THENCE SOUTH 66°16'01" WEST, 92.77 FEET;

THENCE NORTH 72°17'04" WEST, 55.34 FEET;

THENCE NORTH 51°02'00" WEST, 50.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,467 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

#### PARCEL No. 9 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF SAID COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 5 AS SHOWN ON THE MAP FILED IN BOOK 128, PAGES 72-73 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 NORTH 00°06'49" EAST, 319.17 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 300 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 2, 1949 IN BOOK 1099 (SCE DOC 253834), PAGE 103, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 79°40'19" EAST, 819.76 FEET TO TRUE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 79°40'19" EAST, 185.98 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 10°12'09" WEST, 5.71 FEET;

THENCE SOUTH 37°15'48" WEST, 47.46 FEET;

THENCE SOUTH 44°44'59" WEST, 21.50 FEET;

THENCE NORTH 60°51'24" WEST, 17.43 FEET;

THENCE SOUTH 00°59'13" WEST, 3.79 FEET;

THENCE SOUTH 31°54'38" WEST, 51.53 FEET;

THENCE SOUTH 90°00'00" WEST, 79.52 FEET;

THENCE NORTH 14°30'33" WEST, 62.01 FEET;

THENCE NORTH 06°36'46" WEST, 4.35 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 10,165 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF.

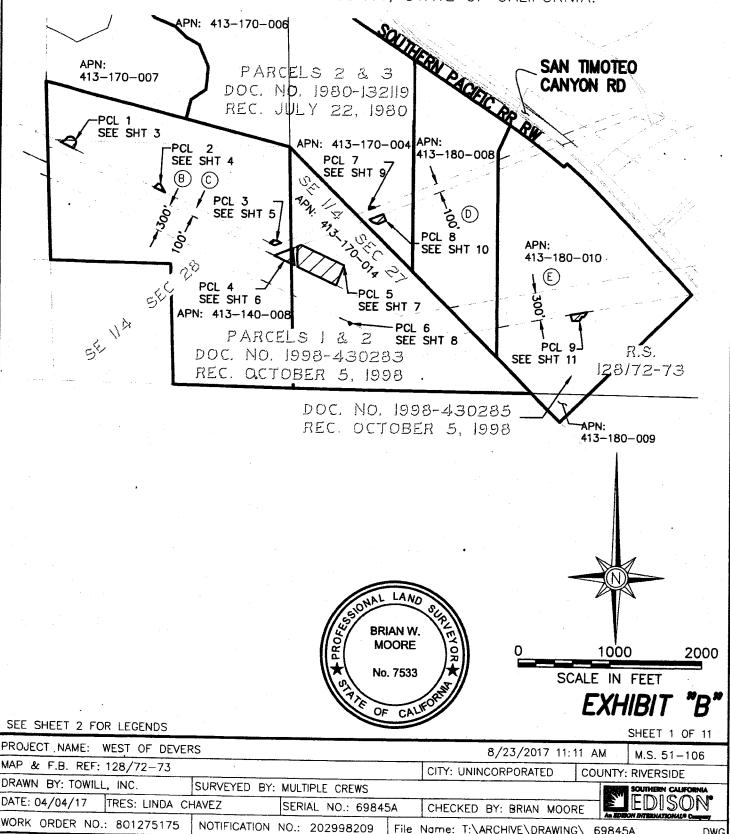
PREPARED BY ME OR UNDER MY DIRECTION

DATE

BRIAN W. MOORE, P.L.S. No. 7533

SOUTHERN CALIFORNIA EDISON COMPANY

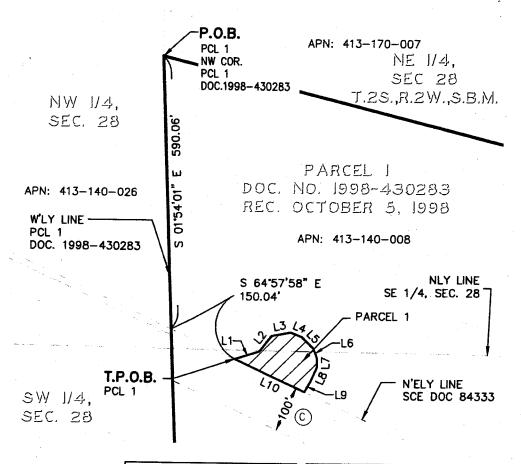
THAT PORTION OF PARCELS 1 & 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, AND PARCELS 2 & 3 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980-132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORTATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



File Name: T:\ARCHIVE\DRAWING\ 69845A

		APN: 413-170-004	B	300'	WIDE EASEMENT TO S.C.E. REC. 01/05/1943 K. 722, PG. 305, O.R. (SCE DOC 84333)
		Area = 2,595,740 SqFt = 59.59 Acres			WIDE EASEMENT TO CA. ELEC. POWER CO.
		LANDS OF GRANTOR APN: 413-140-008 Area = 6,098,400 SqFt = 140 Acres	(C)	REC. (SCE	4/29/1960 IN BK. 2684, PG. 366, O.R. DOC 250959)
		LANDS OF GRANTOR  APN: 413-180-008  Area = 3,186,850 SqFt = 73.16 Acres	(D)	REC.	WIDE EASEMENT TO CA. ELEC. POWER CO. 01/06/1961 IN BK. 2827, PG. 292, O.R. DOC 253834)
		LANDS OF GRANTOR  APN: 413-180-010  Area = 3,818,034 SqFt = 87.65 Acres	E		WDE EASEMENT TO S.C.E. 1099, PG. 103, O.R. (SCE DOC 103933)
		LANDS OF GRANTOR  APN: 413-170-014  Area = 3,476,524 SqFt = 79.81 Acres			
		PARCEL 1, TEMPORARY CONSTRUCTION EASEME SOUTHERN CALIFORNIA EDISON COMPANY Area = 12,251 SqFt = 0.28 Acres	ENT AREA	A TO	
		PARCEL 2, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 4,611 SqFt = 0.10 Acres	ENT AREA	A TO	
		PARCEL 3, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 3,765 SqFt = 0.09 Acres	ENT ARE	A TO	
		PARCEL 4, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 19,153 SqFt = 0.44 Acres	ENT ARE	А ТО	
		PARCEL 5, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 116,016 SqFt = 2.66 Acres	ENT ARE	A TO	
		PARCEL 6, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 434 SqFt = 0.01 Acres	ENT ARE	а то	
		PARCEL 7, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 1,190 SqFt = 0.03 Acres	ENT ARE	A TO	
		PARCEL 8, TEMPORARY CONSTRUCTION EASEM SOUTHERN CALIFORNIA EDISON COMPANY Area = 10,467 SqFt = 0.24 Acres	IENT ARE	A TO	
		PARCEL 9 TEMPORARY CONSTRUCTION EASEMI SOUTHERN CALIFORNIA EDISON COMPANY Area = 10,165 SqFt = 0.23 Acres	ENT AREA	A TO	
• .					
					EXHIBIT "B"
	DD2:=	OT NAME. WEST OF SEVERS			8/23/2017 3:30 PM M.S. 51-106
		CT NAME: WEST OF DEVERS : F.B. REF: 128/72-73			CITY: UNINCORPORATED COUNTY: RIVERSIDE
		BY: TOWILL, INC. SURVEYED BY: MULTI	PLE CRFW	 S	CITT. UNINCORP CIKATED COUNTY. INVERSIBLE
	<del></del>	the state of the s	L NO.: 6		CHECKED BY: BRIAN MOORE
	WORK	ORDER NO.: 801275175 NOTIFICATION NO.:	20299820	09	File Name: T:\ARCHIVE\DRAWING\ 69845A .DWG

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE TABLE						
LINE	BEARING	LENGTH				
L1	N72"34'56"E	55.68				
L2	N38°14'02"E	43.76'				
L3	N79"33'45"E	40.25				
L4	S68"37'46"E	25.73'				
L5	S45°00'00"E	35.36'				

LINE TABLE					
LINE	BEARING	LENGTH			
L6	S20'13'29"E	21.09			
L7	S0.00,00 <u>"</u> E	20.83			
L8	S24'08'43"W	33.10'			
L9	S29'36'16"W	26.49'			
L10	N64'57'58"W	165.09			





SEE SHEET 2 FOR LEGENDS

SHEET 3 OF 11

PROJECT NAME: WEST OF DEVERS

8/23/2017 11:12 AM

M.S. 51-106

MAP & F.B. REF: 128/72-73

CITY: UNINCORPORATED

COUNTY: RIVERSIDE

DRAWN BY: TOWILL, INC.

SURVEYED BY: MULTIPLE CREWS

DATE: 04/04/17 TRES: LINDA CHAVEZ

SERIAL NO.: 69845A

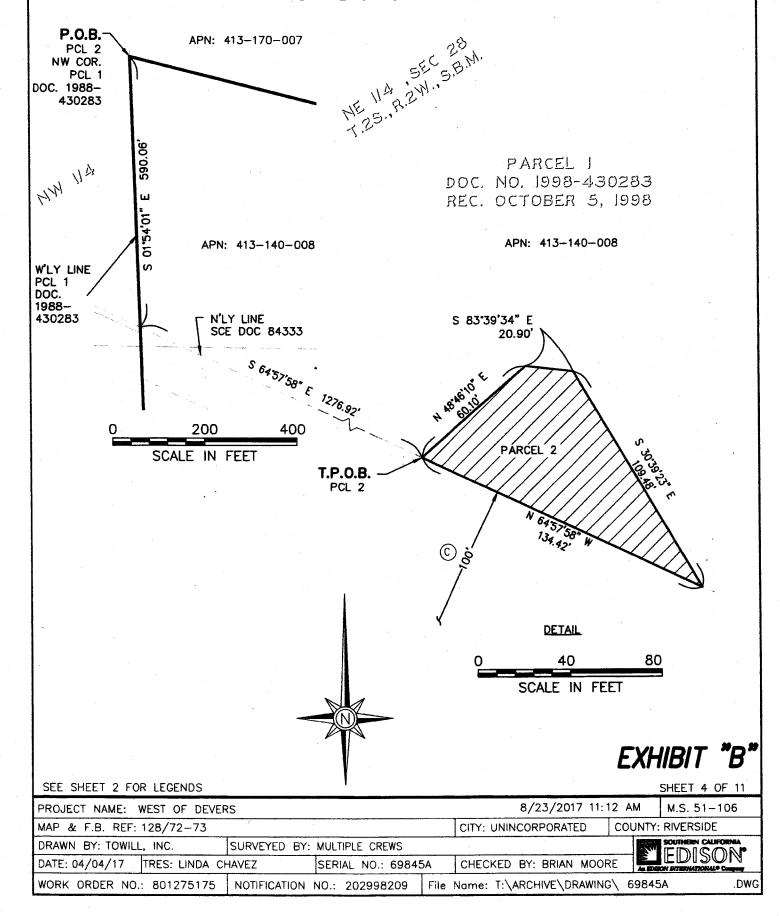
CHECKED BY: BRIAN MOORE

WORK ORDER NO.: 801275175

NOTIFICATION NO.: 202998209

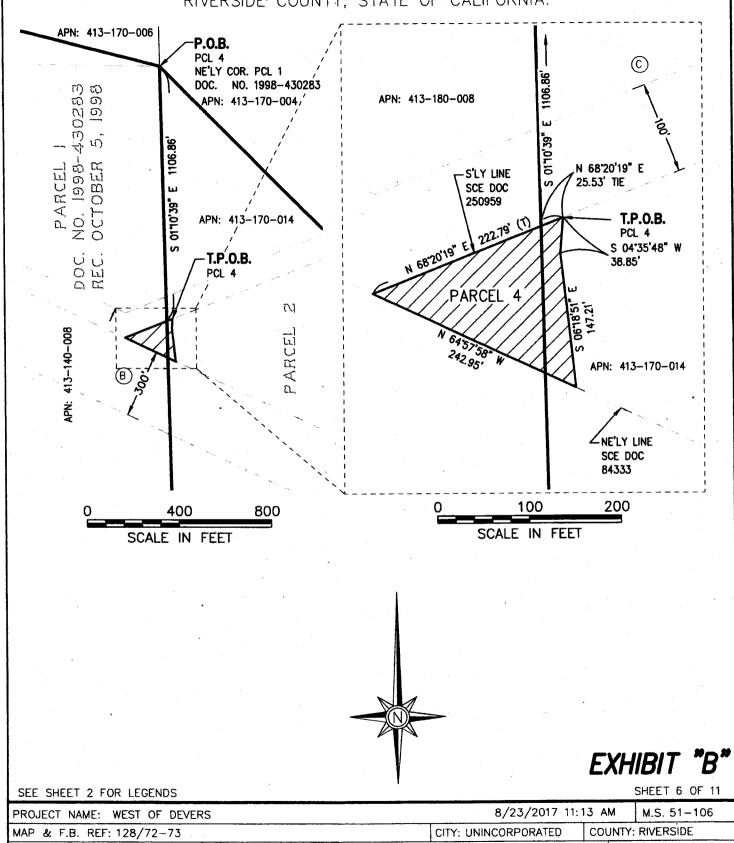
File Name: T:\ARCHIVE\DRAWING\ 69845A .DWG

THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998—430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



THAT PORTION OF PARCEL 1 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. APN: 413-170-007 P.O.B. PCL 3 NW COR. PCL 1 DOC. 1988-430283 WLY LINE PCL 1 DOC. 1988-430283 PARCEL 1 DOC. NO. 1998-430283 REC. OCTOBER 5, 1998 01.54,01 APN: 413-140-008 APN: 413-140-008 N'LY LINE SCE DOC 84333 1/3 S 6457'58" E S 82\*52'29" E S 62'50'12\* E <sup>265</sup>7.65' 200 400 PARCEL SCALE IN FEET T.P.O.B. PCL 3 N'LY LINE SCE DOC 84333 (C) DETAIL 40 80 SCALE IN FEET EXHIBIT "B" SEE SHEET 2 FOR LEGENDS SHEET 5 OF 11 PROJECT NAME: WEST OF DEVERS 8/23/2017 11:12 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE SURVEYED BY: MULTIPLE CREWS TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE

DRAWN BY: TOWILL, INC. DATE: 04/04/17 WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209 File · Name: T:\ARCHIVE\DRAWING\ 69845A THAT PORTION OF PARCEL 1 & PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



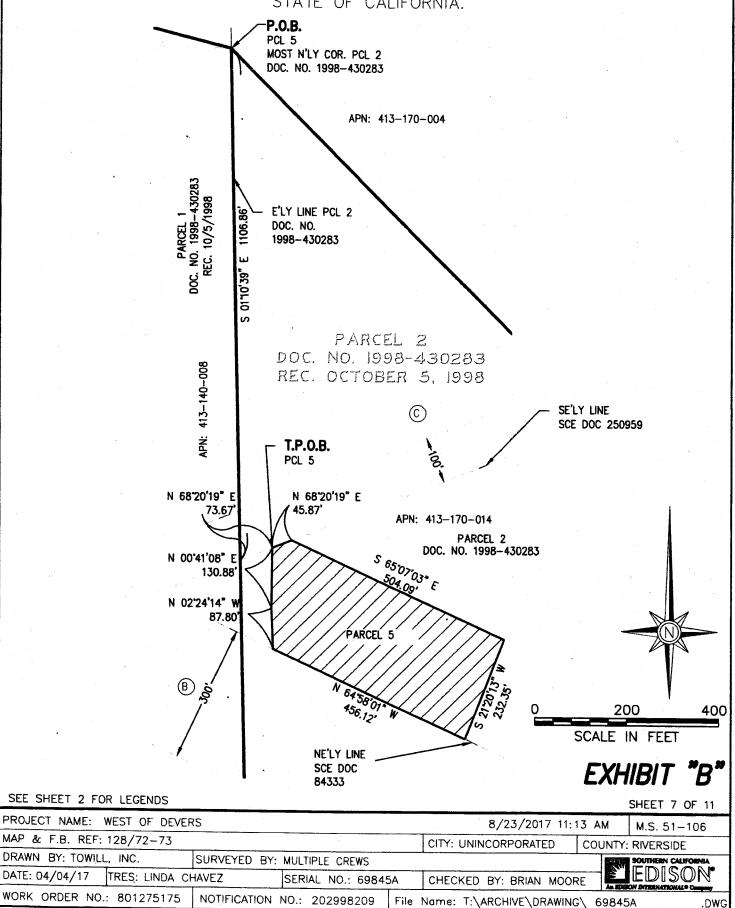
MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE

DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS

DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE

WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209 File Name: T:\ARCHIVE\DRAWING\ 69845A .DI

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430283, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED ARE OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. P.O.B. PCL 6 MOST N'LY COR. PCL 2 DOC. NO. 1998-430283 APN: 413-140-008 PARCEL 2 DOC. NO. 1980-132119 REC. JULY 22, 1980 / S 6437'58" E 671.27' APN: 413-170-004 T.P.O.B. SWLY LINE PCL 6 SCE DOC LINE PCL 2 / NO. 1998-430283 84333 S 64'57'58" E APN: 413-170-014 **'36.36'** N 22"22'01" W S 50:3456 E'L≺ 900. 33.22 N 23'33'55" W (R) Δ=27'01'03" R=54.46' L=25.68' PARCEL 2 DOC. NO. 1998-430283 APN: 413-170-014 ⑻ REC. OCTOBER 5, 1998 S 6437'58\* E 671.27 T.P.O.B. PCL 6 80 SW'LY LINE SCALE IN FEET SCE DOC 84333 400 800 SCALE IN FEET EXHIBIT "B" SHEET 8 OF 11 SEE SHEET 2 FOR LEGENDS 8/23/2017 11:13 AM M.S. 51-106 PROJECT NAME: WEST OF DEVERS CITY: UNINCORPORATED COUNTY: RIVERSIDE MAP & F.B. REF: 128/72-73 DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS EDISON

SERIAL NO.: 69845A

NOTIFICATION NO.: 202998209

DATE: 04/04/17

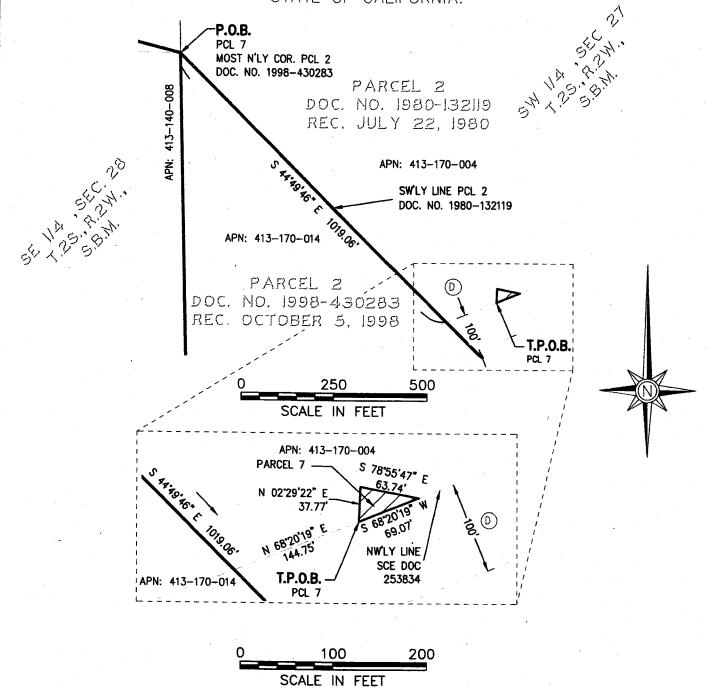
WORK ORDER NO.: 801275175

TRES: LINDA CHAVEZ

CHECKED BY: BRIAN MOORE

File Name: T:\ARCHIVE\DRAWING\ 69845A

THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980—132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

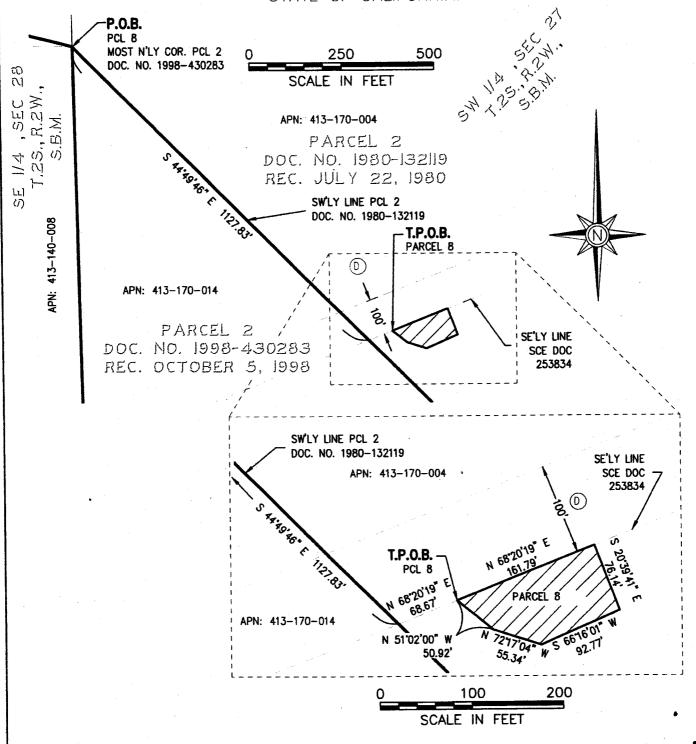


### EXHIBIT "B"

SEE SHEET 2 FOR LEGENDS

SHEET 9 OF 11

PROJECT NAME: WEST OF DEVERS 8/23/2017 11:13 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 CITY: UNINCORPORATED COUNTY: RIVERSIDE DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS EDISON**°** DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A CHECKED BY: BRIAN MOORE WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209 File Name: T:\ARCHIVE\DRAWING\ 69845A .DWG THAT PORTION OF PARCEL 2 AS DESCRIBED IN THE GRANT DEED RECORDED JULY 22, 1980 AS DOCUMENT NO. 1980—132119, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



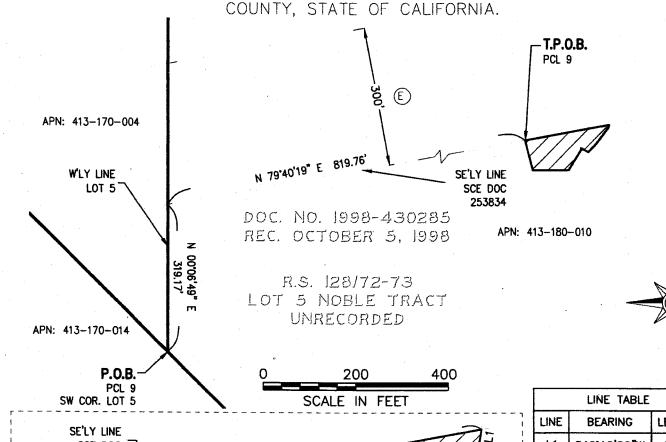
#### FXHIBIT "B"

SEE SHEET 2 FOR LEGENDS

SHEET 10 OF 11

PROJECT NAME: WEST OF DEVERS				8/23/2017 11:1	14 AM	M.S. 51-	-106	
MAP & F.B. REF:	128/72-73				CITY: UNINCORPORATED	COUN	NTY: RIVERSIDI	E
DRAWN BY: TOWILL	, INC.	SURVEYED BY:	MULTIPLE CREWS				SOUTHERN CAN	JFORMA
DATE: 04/04/17 TRES: LINDA CHAVEZ		HAVEZ	SERIAL NO.: 69845A		CHECKED BY: BRIAN MOORE		EDISON ALE SON DITERNATIONAL DESIGNA	
WORK ORDER NO.	: 801275175	NOTIFICATION	NO.: 202998209	File	Name: T:\ARCHIVE\DRAWING	G\ 69	845A	.DWG

THAT PORTION OF LAND AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS DOCUMENT NO. 1998-430285, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE UNINCORPORATED AREA OF RIVERSIDE



	3W COR. LOT 5	<u>-</u>	SCALE II	N FEE!	
T.P.O.B PCL 9	SE'LY LINE SCE DOC 253834	N 79'40'19" E	185.98'		17 40.04.
W. 35.	56	PARCEL 9	13/15	S 44'4 21.50'	14'59" W
		0'00'00" W 79.52'	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	APN: 413–18	30-010
			0	40	80
		•		SCALE IN FE	ET

LINE TABLE					
LINE	BEARING	LENGTH			
L1	S10"12'09"W	5.71'			
L2	N60'51'24"W	17.43'			
L3	S0'59'13"W	3.79'			
L4	N6'36'46"W	4.35'			

## EXHIBIT "B"

SEE SHEET 2 FOR LEGENDS

SHEET 11 OF 11

EDISON

PROJECT NAME: WEST OF DEVERS 8/23/2017 11:14 AM M.S. 51-106 MAP & F.B. REF: 128/72-73 COUNTY: RIVERSIDE CITY: UNINCORPORATED SOUTHERN CALIFORNIA

DRAWN BY: TOWILL, INC. SURVEYED BY: MULTIPLE CREWS

DATE: 04/04/17 TRES: LINDA CHAVEZ SERIAL NO.: 69845A

WORK ORDER NO.: 801275175 NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\ 69845A

CHECKED BY: BRIAN MOORE

.DWG

# Original Negative Declaration/Notice of Determination was routed to County

No	otice of Determination	/// Appendix D
		Fromitial
To:	,	Public Agency: Riverside County Park and Open-
Ш	Office of Planning and Research	Space District
	U.S. Mail: Street Address:	Address: 4600 Crestmore Rd. Jurupa Valley, CA 92509
	P.O. Box 3044 1400 Tenth St., Rm 113	Contact: Scott Bangle
	Sacramento, CA 95812-3044 Sacramento, CA 95814	Phone: (951) 955-4300
<b>⊠</b>	County Clerk	
	County of: County of Riverside	Lead Agency (if different from above): California Public
	Address: 2724 Gateway Drive, Riverside, 92507	Utilities Commission
		Address: 235 Montgomery Street, Suite 935
		San Francisco, CA 94104-3002 Contact: Billie Blanchard
		Phone: (888)456-0254
	BJECT: Filing of Notice of Determination in compliance v	with Section 21108 or 21152 of the Public Resources
Co	de. te Clearinghouse Number (if submitted to State Clearinghous	se): 2014051041
Pro	ject Title: Southern California West of Devers Upgrade I	Project
Pro	ject Applicant: Riverside County Regional Park and Ope	en-Space District
, , ,	itto oracle in the second of the second oracle in t	
Pro	ject Location (include county): El Casco Substation, San Ti	imoteo Canyon, Western Riverside County
	ject Description:	
So	thern California Edison ("SCF") is performing transmission I	line upgrades over 48 corridor miles of existing 220 kV transmission
line	s as part of its West of Devers Upgrade Project ("Project"). ]	The Project will also involve removing existing 220kV electric
trai	nsmission lines, and replacing them with new double-circuit t	transmission lines of the same voltages. In order to safely access
and	construct part of the Project, SCE needs temporary easem	nent access to four District-owned parcels located in an
uni	ncorporated area of Riverside County near San Timoteo Cai	inyon, identified as Assessor's Parcel Numbers 413-140-008, 413-
170	)-004, 413-170-014, and 413-180-010 ( Property ). See pla Lipotell and (1) additional alactric transmission structure loss	ans to replace twelve (12) existing electric transmission structures ated on the Property. The proposed Project consists of entering int
2 F	urchase and Sale Agreement for Acquisition of Fasements (	("Agreement") between the District and SCE and having the District
exe	ecute a Grant of Temporary Construction Easement ("Grant")	). The Agreement and Grant are necessary to formalize the terms
an	d conditions by which SCE will be allowed to construct the Pi	roject on the Property.
Th	s is to advise that the Riverside County Park and Open	n-Space District has approved the above (
	☐ Lead Agency or ☒ R	Responsible Agency)
		s II
		following determinations regarding the above (date)
ae	scribed project.	
1	The project [ 🔀 will 🔲 will not] have a significant effect or	n the environment.
	An Environmental Impact Report was prepared for this pr	
٠.	Declaration was prepared for this project pursuant to the	
3	Mitigation measures [ \( \sum \) were \( \sum \) were not] made a cond	
		was not] adopted for this project.
		was not] adopted for this project.
6.	Findings [ Were  were not] made pursuant to the pro	ovisions of GEQA.
ТЬ	is is to certify that the final EIR with comments and response	es and record of project approval, or the negative
De	eclaration, is available to the General Public at:	
F	kivCo Parks Headquarters; 4600 Crestmore Road, Jurupa Va	alley, CA 92509
-		Canaci Plana
Si	gnature (Public Agency)	Title: Jana Jana
D,	ate: 8/15/2018 Date Rece	eived for filing at OPR:
0	Date Noo	

Authority cited: Sections 21083, Public Resources Code.Reference Section 21000-21174, Public Resources Code.Revised 2011 AUG 28 2018 13.3D