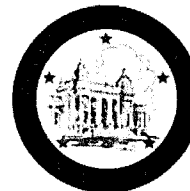


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 12.1  
(ID # 11333)

**MEETING DATE:**

Tuesday, February 25, 2020

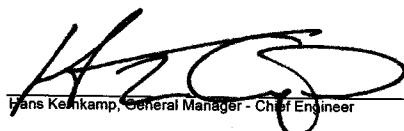
**FROM:** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approval of the Statement of Consent acknowledging County of Riverside (County) Consent for Burrtec Waste Industries, Inc., to Execute, Deliver, and Record a Fourth Modification of the Deed of Trust for the Coachella Valley Transfer Station (CVTS), District 4. [\$0 - Department of Waste Resources Enterprise Funds] (CEQA Exempt)

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (General Rule Exemption);
2. Approve the attached Statement of Consent acknowledging the County's consent for Burrtec to execute, deliver, and record a Fourth Modification of the Deed of Trust for the CVTS;
3. Authorize the Department of Waste Resources (RCDWR) General Manager-Chief Engineer to execute the Statement of Consent, as well as future Statements of Consent for modifications to said Deed of Trust for the CVTS that are substantially in the same form as the attached Statement of Consent, subject to approval as to form by County Counsel; and
4. Direct the RCDWR to file the Notice of Exemption with the County Clerk within five working days of approval by this Board.

**ACTION:**Policy


  
Hans Kemkamp, General Manager - Chief Engineer 1/29/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: February 25, 2020  
xc: Waste

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Waste Resources Enterprise Fund</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

The CVTS is located within County owned property located at the closed Coachella Landfill. In 1999, the County leased the property to the Coachella/Indio Waste Transfer Station Authority (JPA). In 2000, the JPA entered into a Facility Operations and Sublease Agreement (Sublease Agreement) with Burrtec for the construction, operation, and maintenance of the CVTS. Burrtec is updating the credit facility for the CVTS and requires an amendment to the Deed of Trust. The Sublease Agreement requires that any proposed modification of the Existing Deed of Trust be submitted to the JPA and the County for their review and approval. To date, the Deed of Trust has undergone three modifications (2001, 2007, and 2009).

On January 15, 2020, the JPA executed the Statement of Consent for the Fourth Modification of the Deed of Trust. County Counsel has reviewed all relevant documents associated with this Board action and has approved the Statement of Consent as to legal form. RCDWR recommends approval for the execution of the Statement of Consent.

**Prev. Agn. Ref.:** M.O. 10.1 of 8/10/99

**California Environmental Quality Act (CEQA) Findings**

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule Exemption). The Project contemplated in this Form 11 simply involves the County's consent for a deed modification between Burrtec and MUFG Union Bank for the CVTS, and does not involve disturbance to the environment or any new construction. The Project will not have a direct, indirect, or cumulatively significant effect on the environment. A Notice of Exemption (NOE) to this effect will be filed by the RCDWR with the County Clerk upon Project approval.

**Impact on Residents and Businesses**

The Project will not result in any impacts to residents or businesses.

**ATTACHMENTS:**

**Attachment A. Statement of Consent**

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

Attachment B. CEQA NOE 19-09



Jason Farin, Senior Management Analyst

2/19/2020



Gregory V. Priamos, Director County Counsel

2/6/2020



Hans W. Kernkamp, General Manager-Chief Engineer

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on

**NOTICE OF EXEMPTION**

via Waste  
Date Initial

**DATE:** November 13, 2019

**TO:** County Clerk, County of Riverside

**PROJECT CASE NO/TITLE:** NOE 19-09: Riverside County Consent to Fourth Modification of Deed of Trust with Burrtec Waste Industries (Burrtec) and MUFG Union Bank for the Coachella Valley Transfer Station (CVTS) Property

**PROJECT LOCATION:** CVTS:  
87-011A Landfill Road, Coachella, CA 92236

**PROJECT DESCRIPTION:** The proposed Project will provide Riverside County consent to a deed modification for the CVTS property.

**PUBLIC AGENCY APPROVING PROJECT:** County of Riverside (County)

**PROJECT SPONSOR:** Riverside County Department of Waste Resources (RCDWR)

The Project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and instead will improve the environment once the Project is completed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

**EXEMPT STATUS:**

- Ministerial
- Declared Emergency
- Emergency Project
- Statutory Exemption
- Categorical Exemption
- Other Exemption: **Section 15061(b)(3), General Rule Exemption**

**REASONS FOR EXEMPTION:**

**Section 15061(b)(3), General Rule Exemption**

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**This project is exempt under Section 15061(b)(3) because:**

The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant adverse effect on the environment. The Project involves Riverside County consent for a deed modification between Burrtec and MUFG Union Bank, for the CVTS property, and does not involve disturbance to the environment. Where it can be seen

with certainty that there is no possibility that the activity in question may have a significant adverse effect on the environment, the activity is not subject to CEQA. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372.

**FINDINGS:**

- 1) Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
- 2) As demonstrated in the previous section (Reasons for Exemption), the proposed Project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

If there are any questions regarding the above matter, please contact the Project sponsor at (951) 486-3200.

**Hans Kernkamp, General Manager - Chief Engineer  
Riverside County Department of Waste Resources**

By: *Kinika Hesterly*  
Kinika Hesterly

Title: Urban/Regional Planner IV

Date: November 13, 2019

## CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

**CONSENT**  
**(Coachella Property)**

This Consent, dated as of January 15, 2020 (this "Consent"), is given by the County of Riverside, a political subdivision of the State of California (the "County"), and the Coachella/Indio Waste Transfer Station Authority (the "JPA"), at the request of Burrtec Waste Industries, Inc., a California corporation ("Burrtec"), and for the benefit of MUFG Union Bank, N.A. (formerly known as Union Bank, N.A. and Union Bank of California, N.A.), in its capacity as administrative agent for the Lenders (as defined herein) (in such capacity, the "Agent"), with reference to the following facts:

A. The JPA, as sublessor, and Burrtec, as sublessee, are parties to that certain Second Amended and Restated Facility Operations and Sublease Agreement, dated February 22, 2000, as amended by that certain Amendment to Sublease Agreement, dated July 1, 2010, and that certain Second Amendment to Sublease Agreement, dated March 19, 2015 (as so amended, the "Sublease"). The Sublease is subject to that certain First Amended Master Lease, dated June 19, 2001, and that certain First Amended Agreement for Disposal of Solid Waste, dated June 19, 2001, both by and between the County and JPA.

B. Pursuant to that certain Amended and Restated Credit Agreement, dated as of December 1, 1999 (the "1999 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the financial institutions party thereto as lenders, from time to time (collectively, the "Lenders"), and Agent, the Lenders made a construction loan to Burrtec in the principal amount of \$1,750,000 (the "Construction Loan").

C. Burrtec's obligation to repay the Construction Loan was secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of February 22, 2000, given by Burrtec, as trustor, in favor of UnionBanCal Mortgage Corporation, as Trustee, for the benefit of Agent, as beneficiary, which was recorded in the official records of Riverside County, California, on May 30, 2000, as document no. 2000-203511 (the "Original Deed of Trust").

D. The 1999 Credit Agreement was subsequently amended and restated pursuant to that certain Second Amended and Restated Credit Agreement, dated as of June 1, 2000 (the "2000 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and, in connection therewith, with the consent of the JPA, Burrtec and Agent modified the Original Deed of Trust pursuant to that certain Modification of Deed of Trust, dated as of March 6, 2001, which was recorded in the official records of Riverside County, California, on June 20, 2001, as document no. 2001-279530 (the "First Modification").

E. The 2000 Credit Agreement was subsequently amended and restated pursuant to that certain Third Amended and Restated Credit Agreement, dated as of June 1, 2001 (the "2001 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and the 2001 Credit Agreement was subsequently amended and restated pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of November 22, 2004 (the "2004 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and in connection therewith, with the consent of the JPA, Burrtec and

Agent further modified the Original Deed of Trust pursuant to that certain Second Modification of Deed of Trust (Coachella Property), dated as of July 31, 2007, which was recorded in the official records of Riverside County, California, on February 13, 2008, as document no. 2008-0072112 (the "Second Modification").

F. The 2004 Credit Agreement was subsequently amended and restated pursuant to that certain Fifth Amended and Restated Credit Agreement, dated as of October 1, 2008 (the "2008 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and, in connection therewith, with the consent of the JPA, Burrtec and Agent further modified the Original Deed of Trust pursuant to that certain Third Modification of Deed of Trust (Coachella Property), dated as of October 1, 2008, which was recorded in the official records of Riverside County, California, on May 21, 2009, as document no. 2009-0256695 (the "Third Modification").

G. The 2008 Credit Agreement was subsequently amended and restated pursuant to that certain Sixth Amended and Restated Credit Agreement, dated as of October 16, 2013 (the "2013 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and the 2013 Credit Agreement was subsequently amended and restated pursuant to that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (the "2018 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent.

H. Agent and the Lenders require that the Original Deed of Trust, as modified by the First Modification, the Second Modification and the Third Modification (as so modified, the "Existing Deed of Trust"), be further modified pursuant to a Fourth Modification of Deed of Trust, in substantially the form attached hereto as Exhibit A (the "Fourth Modification"), so that it secures payment of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) in principal amount of the payment obligations at any time owing and the performance of all non-monetary obligations of Burrtec arising under the 2018 Credit Agreement, the related promissory notes and the other credit documents entered into in connection therewith, including, without limitation, interest on such principal sum and attorneys' fees and other amounts expended to collect such principal sum.

I. Section 15.03(a) of the Sublease requires that any proposed modification of the Existing Deed of Trust be submitted to the JPA and the County for their review and approval, which approval shall be deemed granted unless, within 10 business days after receiving such request for approval, the JPA or the County provides a written objection setting forth with particularity the provisions contained in the Fourth Modification to which such objection is made.

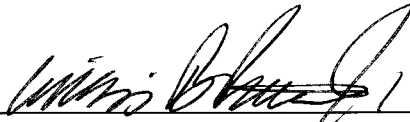
NOW, THEREFORE, the JPA and the County hereby (i) acknowledges its receipt of the Fourth Modification attached hereto as Exhibit A, and (ii) consents to the execution, delivery and recording of the Fourth Modification and the resulting modification of the Existing Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Consent to be duly executed and delivered as of the date first written above.

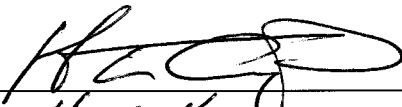
“JPA”

COACHELLA/INDIO WASTE TRANSFER  
STATION AUTHORITY

By:   
Name: William B. Pattison, Jr  
Title: City of Coachella City Manager

“County”

COUNTY OF RIVERSIDE, a political subdivision  
of the State of California

By:   
Name: HANS KERNKAMP  
Title: GEN. MGR - CHIEF ENGINEER

FORM APPROVED COUNTY COUNSEL  
BY:  11/30/2020  
THOMAS OH DATE



**EXHIBIT A**

**Fourth Modification**

[See Attached]

**RECORDING REQUESTED BY:**

MUFG UNION BANK, N.A.

**AND WHEN RECORDED MAIL TO:**

MUFG UNION BANK, N.A.  
Attn: Collateral Management Department  
1980 Saturn Street  
Monterey Park, CA 91755  
Facsimile: (323) 720-7836

---

Space Above This Line For Recorder's Use

**FOURTH MODIFICATION OF DEED OF TRUST  
(Coachella Property)**

THIS FOURTH MODIFICATION OF DEED OF TRUST, dated as of November 1, 2019 (this "Modification") is made and entered into by and between Burrtec Waste Industries, Inc., a California corporation, whose mailing address is 9890 Cherry Avenue, Fontana, California 92335 ("Trustor"), and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A. and Union Bank of California, N.A.), whose mailing address is 1980 Saturn Street, Monterey Park, California 91755, Attn: Collateral Management Department ("Beneficiary"), with reference to the following facts:

A. Trustor is the trustor and Beneficiary is the beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of February 22, 2000, given by Trustor in favor of UnionBanCal Mortgage Corporation, as Trustee, for the benefit of Beneficiary, which was recorded in the official records of Riverside County, California, on May 30, 2000, as document no. 2000-203511, and as amended by that certain Modification of Deed of Trust, dated as of March 6, 2001, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on June 20, 2001, as document no. 2001-279530, that certain Second Modification of Deed of Trust (Coachella Property), dated as of July 31, 2007, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on February 13, 2008, as document no. 2008-0072112, and that certain Third Modification of Deed of Trust (Coachella Property), dated as of October 1, 2008, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on May 21, 2009, as document no. 2009-0256695 (as so amended, the "Existing Deed of Trust"), and which encumbers all of Trustor's right, title and interest in and to the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. The Existing Deed of Trust secures the obligations of Trustor under certain "Notes" described in that certain Fifth Amended and Restated Credit Agreement, dated as of October 1, 2008 (as amended, the "2008 Credit Agreement"), by and among Trustor and certain of its affiliates named therein as "Borrowers" (collectively, the "Borrowers"), the financial institutions that, from time to time, are parties thereto as "Lenders" (collectively, the "Lenders"), and Beneficiary, as agent for the Lenders (in such capacity, "Agent").

C. At the request of Trustor and the other Borrowers, the Borrowers, the Lenders and Agent have entered into (i) that certain Sixth Amended and Restated Credit Agreement, dated as of October 16, 2013 (as amended, the "2013 Credit Agreement"), which amended and restated the 2008 Credit Agreement in its entirety, and (ii) that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (as the same may be amended, modified or supplemented from time to time, the "2018 Credit Agreement"), which amends and restates the 2013 Credit Agreement in its entirety.

D. Trustor and Beneficiary desire to modify the Existing Deed of Trust so that it secures the obligations of Trustor under the "Notes" referred to in the 2018 Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree as follows:

1. Amendment to Section 2 of the Existing Deed of Trust. Section 2 of the Existing Deed of Trust is hereby amended and restated in its entirety to read as follows:

**2. SECURED OBLIGATIONS.** Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1 above FOR THE PURPOSE OF SECURING the following obligations (collectively, the "Secured Obligations") in such order of priority as Beneficiary may elect:

2.1 Payment of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) in principal amount of the payment obligations at any time owing (the "Principal Sum") and the performance of all non-monetary obligations of Trustor arising under (A) that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"), by and among Trustor and certain of its affiliates named therein as "Borrowers", the financial institutions that, from time to time, are parties thereto as "Lenders" (collectively, the "Lenders"), and Beneficiary, as agent for the Lenders (in such capacity, "Agent"), (B) each of the Notes and all other Credit Documents (as such terms are defined in the Credit Agreement), and (C) any and all modifications, replacements, extensions and renewals thereof (collectively, the "Debt Instrument"), whether hereafter evidenced by the Debt Instrument or otherwise;

2.2 Payment of interest on such Principal Sum according to the terms of the Debt Instrument;

2.3 Payment of all other sums, including late charges and any attorney's fees and other advances made by Beneficiary hereunder as hereinafter provided, with interest thereon as hereinafter provided, which are due or payable to Trustee or Beneficiary under the provisions hereof and are attributable to the collection of the Principal Sum or other amounts secured hereunder;

2.4 Due, prompt and complete observance, performance and discharge of each and every non-monetary obligation, covenant and agreement of Trustor contained herein;

2.5 Payment of such additional sums as may be hereafter borrowed from the Lenders by Trustor (or guaranteed by Trustor) which are allowed under Section 15.03 of the Sublease when evidenced by a debt instrument or instruments (or guaranty or guaranties, as the case may be) which are by the terms thereof (or by the terms of any other instrument executed by Trustor in connection therewith) secured by this Deed of Trust, together with interest and late charges thereon according to the terms of such debt instrument or instruments; and

2.6 Performance of such future obligations which Trustor may agree to perform for the benefit of Beneficiary when Trustor executes a document or documents reciting that such obligations are secured hereby.

This Deed of Trust, the Debt Instrument and all other instruments and agreements given to evidence or further secure the payment and performance of the obligations secured hereby are hereinafter sometimes collectively referred to as the "Loan Documents".

2. Effect. Except as and to the extent amended by this Modification, the Existing Deed of Trust shall remain in full force and effect in accordance with its terms.

3. Ratification and Approval. The Existing Deed of Trust, as modified by this Modification, is hereby ratified, confirmed and approved in all respects by Trustor and Beneficiary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first above written.

“Trustor”

BURRTEC WASTE INDUSTRIES, INC.,  
a California corporation

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

Name: Cole Burr

Title: President

“Beneficiary”

MUFG UNION BANK, N.A.

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

Name: Edmund Ozorio

Title: Vice President

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

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

A PORTION OF THE NORTH HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 98, PAGE 9 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1901.66 FEET;

THENCE SOUTH 00° 01' 32" EAST 449.73 FEET;

THENCE SOUTH 82° 50' 46" WEST 61.35 FEET;

THENCE SOUTH 35° 04' 39" WEST 95.41 FEET;

THENCE SOUTH 81° 49' 58" WEST 137.19 FEET;

THENCE NORTH 34° 55' 57" WEST 33.13 FEET;

THENCE NORTH 47° 36' 11" WEST 39.08 FEET;

THENCE NORTH 59° 24' 28" WEST 43.11 FEET;

THENCE NORTH 58° 48' 42" WEST 57.76 FEET;

THENCE NORTH 58° 01' 09" WEST 47.15 FEET;

THENCE NORTH 51° 53' 04" WEST 35.51 FEET;

THENCE NORTH 57° 47' 53" WEST 376.38 FEET;

THENCE NORTH 68° 07' 57" WEST 180.04 FEET;

THENCE NORTH 69° 20' 30" WEST 59.58 FEET;

THENCE NORTH 77° 22' 27" WEST 59.61 FEET;

THENCE SOUTH 86° 43' 32" WEST 42.72 FEET;

THENCE SOUTH 51° 38' 02" WEST 37.15 FEET;

THENCE SOUTH 38° 18' 26" WEST 36.04 FEET;

THENCE SOUTH 60° 18' 52" WEST 60.00 FEET;

THENCE SOUTH 90° 00' 00" WEST 4.84 FEET;

THENCE 00° 00' 00" EAST 4.89 FEET;

THENCE NORTH 89° 51' 40" WEST 391.84 FEET;

THENCE NORTH 81° 45' 58" WEST 187.27 F335;

THENCE NORTH 65° 39' 24" WEST 151.36 FEET;

THENCE NORTH 50° 09' 01" WEST 215.36 FEET;

THENCE NORTH 64° 11' 37" WEST 167.53 FEET, TO A POINT BEING ON THE WEST SECTION LINE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE EAST;

THENCE NORTHERLY ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A 60.00 FOOT WIDE PUBLIC HIGHWAY EASEMENT RECORDED APRIL 17, 1959, BOOK 2454, PAGE 65 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 98, PAGE 9 OF RECORDS OF SURVEY.

ALSO EXCEPTING THEREFROM ALL MINERAL DEPOSITS IN THE LAND SO PATENTED, AND TO IT OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UNDER APPLICABLE LAW TO REGULATIONS TO BE ESTABLISHED BY THE SECRETARY OF THE INTERIOR, AS RESERVED TO THE UNITED STATES OF AMERICA, IN PATENT RECORDED DECEMBER 9, 1997 AS INSTRUMENT NO. 450653 OF OFFICIAL RECORDS.

APN: 009-617-345

**NOTARY ACKNOWLEDGEMENT**

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 \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**NOTARY ACKNOWLEDGEMENT**

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 \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)