

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



ITEM: 3.12
(ID # 18531)

MEETING DATE:

Tuesday, April 26, 2022


FROM : FACILITIES MANAGEMENT:


SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Adoption of Resolution No. 2022-099, Authorization to Convey Easement Interests in Real Property located near Blythe Airport, County of Riverside, on a portion of Assessor's Parcel Number 818-210-014 by Grant of Easement to Arlington Solar, LLC, CEQA Exempt, District 4. [\$0] (Clerk to File Notice of Determination)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that, although the conveyance of easement interests in real property to Arlington Solar, LLC, could have an impact on the environment, nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Environmental Impact Report No. 528 (SCH#2011101007), certified by the Board of Supervisors in Resolution No. 2014-054;
2. Approve Resolution No. 2022-099, Authorization to Convey Easement Interests in Real Property located near Blythe Airport, County of Riverside, on a portion of Assessor's Parcel Number 818-210-014 by Grant of Easements to Arlington Solar, LLC;
3. Authorize the Chair of the Board of Supervisors to execute the Grant of Easements after Amended and Restated Development Agreement No. 77 has been entered into and is effective so as to complete the conveyance of the easement interests in real property and this transaction;
4. Authorize the Director of Facilities Management, or her designee, to execute any other documents and administer all actions necessary to complete this conveyance transaction; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) working days of approval of the project.

ACTION:Policy, 4/5 Vote Required

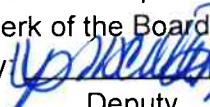

Rose Salgado, Director of Facilities Management 4/5/2022


Kelly Moran, Deputy County Counsel 4/14/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt
Nays: None
Absent: Washington
Date: April 26, 2022
xc: FM-RE, Recorder

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2021/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Arlington Solar, LLC (Arlington Solar), is currently seeking from the County duplicate identical easements to those granted to McCoy Solar, LLC (McCoy), on March 11, 2014, Item 3-30, as part of the entitlements and other actions necessary for the approval of the McCoy Solar Project, a 750-megawatt photovoltaic solar power project near the Blythe airport.

As approved in 2014, the McCoy Solar Project entitlements also included: (1) Conditional Use Permit No. 3682, permitting an approximately 50-megawatt PV energy generating facility on approximately 477 acres of privately owned land (APNs 812-130-006, 812-130-007, and 812-130-008); (2) Public Use Permit No. 911, permitting the Gen-Tie Line portion of the project, the majority of which is on BLM-administered land, to cross a County-owned parcel (APN 818-210-014); and (3) Development Agreement No. 77 and Ordinance No. 664.53, which granted McCoy vesting rights for 30 years to develop the Project in accordance with the terms of the agreement. Environmental Impact Report (EIR) No. 528 was also certified and the entirety of the McCoy Solar Project approved in 2014.

Some of the original entitlements recognized the 2014 project as divided into McCoy Unit 1, a 250 MW solar power plant, which came online in 2016, and McCoy Unit 2, which was intended to be a future solar project of up to 500 MW. What was formerly referred to as McCoy Unit 2 has been renamed and transferred to Arlington Solar. For this reason, Arlington Solar is seeking an Amended and Restated Development Agreement No. 77 to identify McCoy as the owner responsible for Unit 1 and Arlington Solar as the owner responsible for Unit 2 (in separate agenda items before the Board of Supervisors, heard on February 8, 2022 and March 1, 2022), and, for the current agenda item, to work towards having issued separate but identical easements for the Gen-Tie crossing issued to Arlington Solar as now exists for McCoy Solar.

This agenda item solely concerns the easement. To access both the McCoy and Arlington project sites and to transfer the generated power to the grid, McCoy was granted, and Arlington Solar seeks, non-exclusive easements for access and utility lines across two different sections of APN 818-210-014, which is owned by the County. APN 818-210-014 is a twenty-foot-wide strip of land owned by the County that connects the Blythe Airport grounds to a water storage tank situated approximately 7,000 feet to the west of the airport perimeter. The water storage tank is not currently in use, and there are no plans to bring it back into use.

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STATE OF CALIFORNIA**

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

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

On March 22, 2022, the Board of Supervisors adopted Resolution No. 2022-075, Notice of Intention to Convey Easement Interests in Real Property to Arlington Solar, LLC.

For good and valuable consideration being provided in the Amended and Restated Development Agreement No. 77, the County intends to convey, as it has already conveyed to McCoy, the following non-exclusive easement interests in portions of APN 818-210-014: a 2,099-square-foot access easement (Parcel A) and a 4,593-square-foot utility easement (Parcel B), more particularly described in Exhibit A and depicted on Exhibit B, attached to Resolution No. 2022-099. Said grant of the non-exclusive easements will be contingent upon the Amended and Restated Development Agreement No. 77 being entered into and effective.

Although the conveyance of easement interests in real property to Arlington Solar, LLC, could have a significant impact on the environment, mothing further is required under the California Environmental Quality Act (CEQA) because any potentially significant effects have been adequately analyzed in an earlier EIR No. 528 (SCH#2011101007) certified by this Board in Resolution No. 2014-054. The potential environmental effects of the entirety of the McCoy Solar Energy Project, including the portion now referred to as the Arlington Solar Project and the easements, were fully studied in EIR No. 528. Conveyance of this easement interest in real property is essentially just implementing a portion of the previously approved McCoy Solar Energy Project. It will not result in any new significant environmental effects not identified in EIR No. 528. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible. Accordingly, the Board of Supervisors hereby finds it has fully complied with CEQA and no further environmental documentation is required to approve conveyance of the easement interests in the identified real property.

Impact on Citizens and Businesses:

APN 818-210-014 is in an uninhabited area north of Blythe Airport. McCoy Solar has already been granted an identical easement. This Board action will not have an impact on any surrounding residents or businesses and will aid in the transmission of renewable energy to the power grid.

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

Additional Fiscal Information

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

ATTACHMENTS:

- Resolution No. 2022-099
- Grant of Easement

CAO.sc/04142022/XXXXX/30.XXX



Meghan Hahn, Senior Management Analyst 4/15/2022

2 **RESOLUTION NO. 2022-099**

3 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**
4 **REGARDING AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN REAL**
5 **PROPERTY TO ARLINGTON SOLAR, LLC**

6
7 WHEREAS, the original federal government land grant to the County for the Blythe
8 Airport included a twenty-foot-wide strip of land (Assessor's Parcel Number 818-210-014) that
9 connects the airport grounds to a water storage tank situated approximately 7,000 feet to the
10 west of the airport perimeter; and

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

13 WHEREAS, in 2014 McCoy Solar, LLC, had entitlements approved to develop an up to
14 750 megawatt photovoltaic solar power project near Blythe Airport, including Conditional Use
15 Permit No. 3682, Public Use Permit No. 911, and Development Agreement No. 77; and

16 WHEREAS, to access the project site and to transfer the generated power to the power
17 grid, McCoy Solar, LLC, was granted non-exclusive easements for access and utility lines
18 across two different sections of APN 818-210-014 owned by the County; and

19 WHEREAS, McCoy Solar, LLC, has constructed and is operating a 250 megawatt solar
20 power plant on the portion of the project site referred to as "McCoy Unit 1," and has sold a
21 currently vacant portion of the entitled project site previously referred to as "McCoy Unit 2" to
22 Arlington Solar, LLC, the portion of which being now referred to as the Arlington Project; and

23 WHEREAS, Arlington Solar, LLC, intends to develop a 500 megawatt solar power plant
24 on the Arlington Solar project site as permitted under Conditional Use Permit No. 3682, Public
25 Use Permit No. 911; and

26 WHEREAS, Arlington Solar, LLC, is currently processing an Amended and Restated
27 Development Agreement No. 77 in order to recognize and memorialize the above-described
28 change in ownership; and

FORM APPROVED COUNTY COUNSEL
BY:  4/13/2022
DATE
MELISSA R. CUSHMAN

APR 26 2022 3:12

1 WHEREAS, to access the Arlington Project site and to transfer the generated power to
2 the power grid, Arlington Solar, LLC, will also require non-exclusive easements, identical to
3 those granted to McCoy Solar, LLC, for access and utility lines across the two different sections
4 of APN 818-210-014 owned by the County; and

5 WHEREAS, Arlington Solar, LLC, will not construct, erect or place any building,
6 improvements, structures, fixtures and/or landscaping on any portion of APN 818-210-014 that
7 would obstruct or interfere with the County's use of the property; and

8 WHEREAS, the value of the property interest requested is deemed to be less than
9 \$25,000.00; and

10 WHEREAS, on March 22, 2022, in Resolution No. 2022-075, the Board of Supervisors
11 directed the Clerk of the Board to give notice of its intent to convey easement interests to
12 Arlington Solar, LLC; now, therefore

13 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of
14 California, in regular session on April 26, 2022, at 9:30 a.m., in the meeting room of the Board of
15 Supervisors located on the first floor of the County Administrative Center, 4080 Lemon Street,
16 Riverside, California, hereby authorizes the conveyance to Arlington Solar, LLC, the following
17 described real property: Parcel "A," a non-exclusive access easement consisting of two
18 thousand ninety-nine (2,099) square feet of land; and Parcel "B," a non-exclusive utility
19 easement consisting of four thousand five hundred ninety-three (4,593) square feet of land, both
20 affecting portions of land situated westerly of the Blythe Airport, County of Riverside, California,
21 identified as Assessor's Parcel Number 818-210-014.

22 BE IT FURTHER RESOLVED AND DETERMINED that the Chair of the Boar of
23 Supervisors of the County of Riverside is authorized to execute the documents to complete the
24 conveyance of the easement interest and this transaction after Amended and Restated
25 Development Agreement No. 77 has been entered and is effective.

26 BE IT FURTHER RESOLVED AND DETERMINED that the Director of Facilities
27 Management, or his or her designee, is authorized to execute any documents to complete this
28 transaction.

1 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
2 Supervisors has given notice hereof as provided in Section 6063 of the Government Code.

3
4 ROLL CALL:

5 Ayes: Jeffries, Spiegel, Perez and Hewitt
6 Nays: None
7 Absent: Washington

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

11 Kecia R. Harper, Clerk of said Board

12 By 

13 Deputy

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EXHIBIT "A"
ARLINGTON SOLAR UTILITY EASEMENT
LEGAL DESCRIPTION

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

PARCEL "A"

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

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

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

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

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

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

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

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



EXHIBIT "A"
ARLINGTON SOLAR UTILITY EASEMENT
LEGAL DESCRIPTION

PARCEL "B"

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

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

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

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

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

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

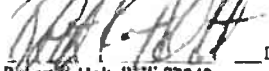
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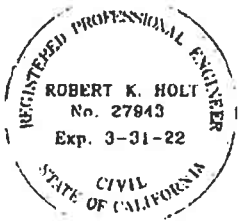
DESCRIBED PARCEL "B" CONTAINS 4593 SQUARE FEET, MORE OR LESS.

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

Prepared under the supervision of:

 Date: 09/03/21

Robert K. Holt, R.E. # 27943
Expires 3/31/2022
The Holt Group, Inc
201 E Hobsonway
Blythe, CA 92225



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Arlington Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Andrew Fritch

COPY

JF:ra/011514/169FM/16.666

Space Above Line for Recorder's Use Only

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS ("Grant") is made and entered into as of this 26th day of April 2022 ("Effective Date"), by the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantor" or "County"), in favor of the MCCOY SOLAR, LLC, a Delaware limited liability company ("Grantee") with reference to the following facts:

RECITALS

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

AGREEMENT

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

1. **Grant of Easements.**

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

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

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

2. No Construction.

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

3. Term.

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

4. Consideration.

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

5. Indemnification.

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

6. Reserved Rights.

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

7. Modification.

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

8. **No Forfeiture.**

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

9. **Controlling Law.**

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

10. **Liberal Construction.**

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

11. **Severability.**

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

12. **Authority.**

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

13. **Successors.**

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

14. **Exhibits.**

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

Exhibit A – Legal Description of Easements

Exhibit B – Diagram of Easements

Exhibit C – Legal Description of Grantor's Property

15. **Counterparts.**

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

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

GRANTOR:
COUNTY OF RIVERSIDE

GRANTEE:
ARLINGTON SOLAR, LLC.


BY: 
Jeff Hewitt
Chair, Board of Supervisors

By: _____
Title: _____
Authorized Representative


DATE: APR 26 2022

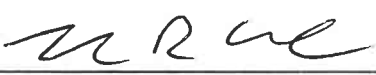
Attest: _____
Title: _____

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS 
County Counsel

By: 
Melissa R. Cushman
Deputy County Counsel

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 April 26, 2022, before me, Priscilla Rasso, Board Assistant, personally appeared Jeff Hewitt, Chair of the Board of Supervisors, 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 she executed the same in her authorized capacity, and that by her 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 R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

EXHIBIT "A"
ARLINGTON SOLAR UTILITY EASEMENT
LEGAL DESCRIPTION

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PARCEL "A"

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

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

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

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

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



EXHIBIT "A"
ARLINGTON SOLAR UTILITY EASEMENT
LEGAL DESCRIPTION

PARCEL "B"

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

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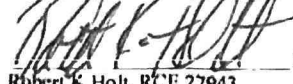
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THENCE SOUTH 01°42'14" EAST 20.88 FEET TO THE TRUE POINT OF BEGINNING.

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

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

Prepared under the supervision of:

 Date: 09/05/21

Robert K. Holt, RCE 27943
Expires 3/31/2022
The Holt Group, Inc
201 E Hobsonway
Blythe, CA 92225

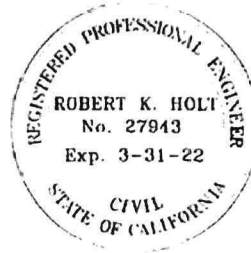


EXHIBIT B

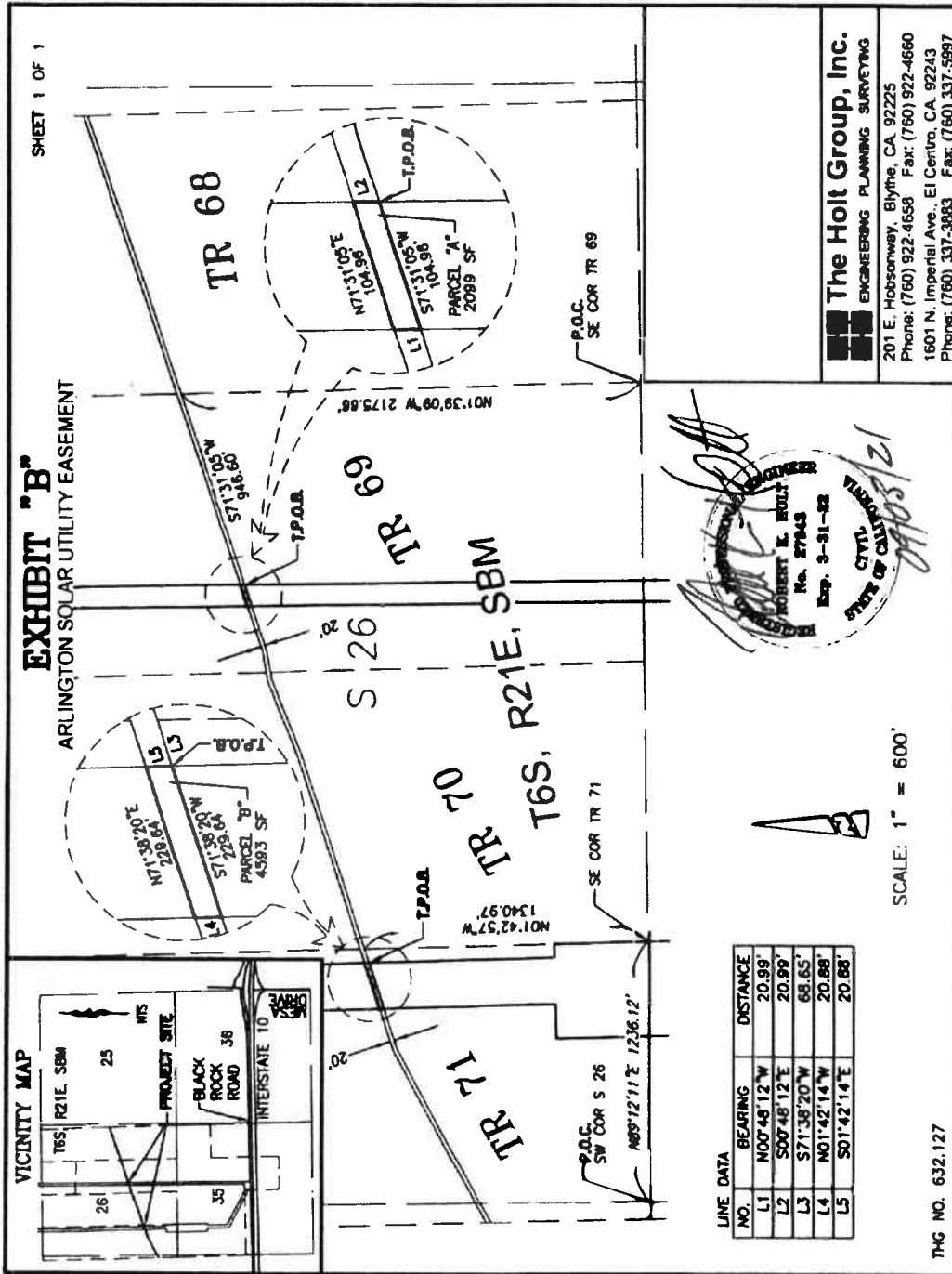


EXHIBIT C

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

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

PARCEL 1:

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

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

PARCEL 2:

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

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

PARCEL 3:

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

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

PARCEL 4:

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

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

APN: 818-210-014

EXHIBIT A

