

APPENDIX D-2

Comment Letters from Private Organizations
and Companies



CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

Scoping Comments

Proposed Devers-Palo Verde No. 2 Transmission Line Project

Date: 11-5-05

Name: Roy Hays

Affiliation (if any): Match Corporation

Address: P O Box 50,000

City, State, Zip Code: San Bernardino, CA 92412

Telephone Number: 909 382-7400

Comment: The Enclosed map shows two power line facilities across our property in the North East Quarter of Section 3, Township 3 South, Range 1 East, S. B.B. and M.

We are also enclosing copies of two Easements authorizing two lines across the area. It would appear that some of the Lot Numbers on the map do not agree with those shown in the Easements (See attached)

We have discussed the new Devers – Palo Verde Transmission Project with Robertson Ready Co. who owns portions of the land being crossed, and we would jointly suggest the following:

1. Abandon the old wooden pole easement. = Yellow
2. Revise the existing steel line easement to fit the correct Lots, see below. = Pink
3. Put all of your new lines and facilities in the existing steel pole easement area. = Pink

Lots Involved:

Per 1945 Easement:

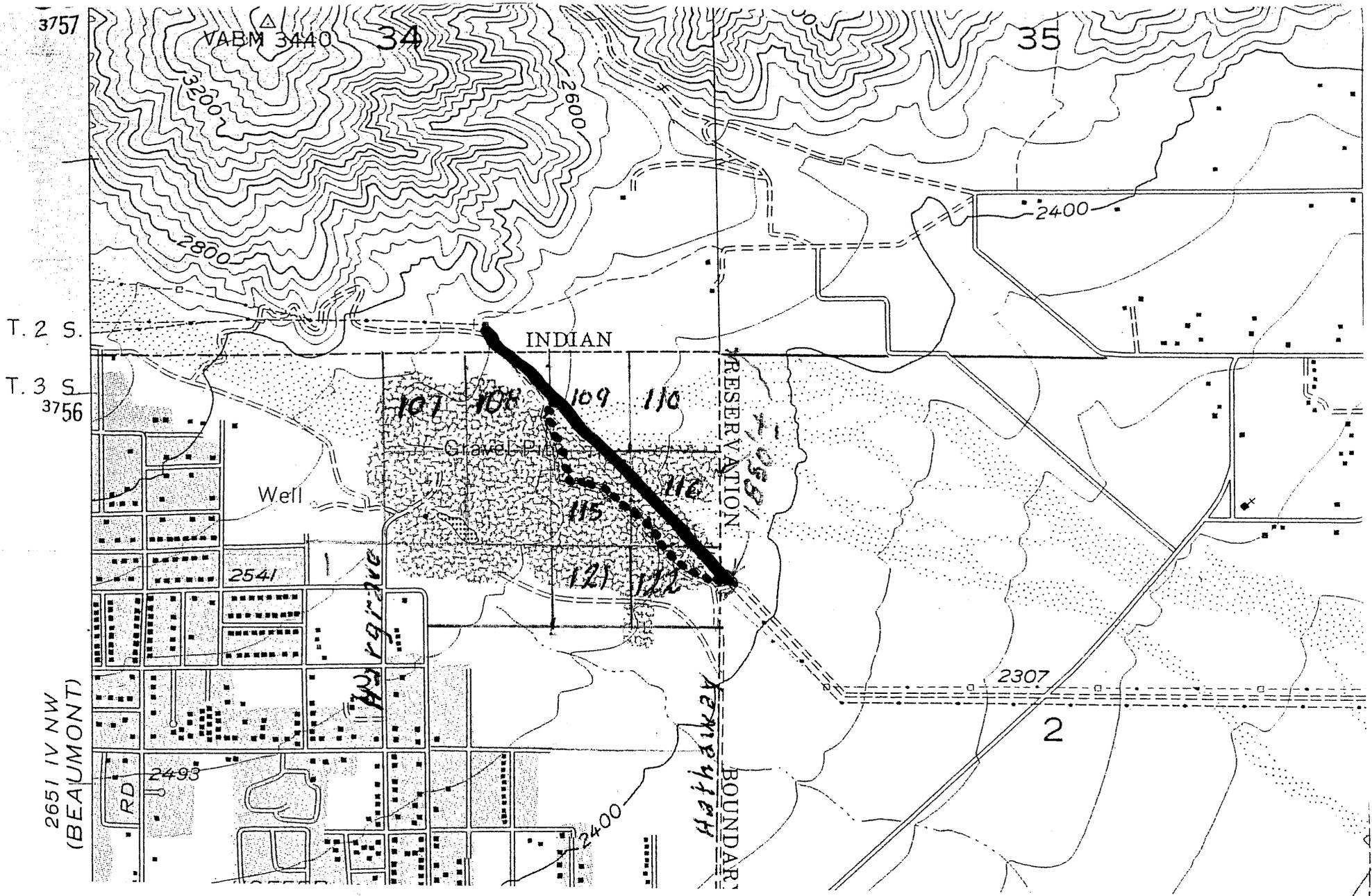
Per 1961 Easement:

Lot #/Easement	Should Be	Lot #/Easement	Should Be
109	108	107	108
115	109	114	109
116	115	115	115
121	116	121	116
122	122	122	122
128		128	

We will appreciate your consideration. Please let us know if we can assist you further.

Please print. Your name, address, and comments become public information and may be released to interested parties if requested.

Please either deposit this sheet at the sign-in table before you leave today, or fold, stamp, and mail. Insert additional sheets if needed. Comments must be received by November 28, 2005. Comments may also be faxed to the project hotline at (800) 886-1888 or emailed to dpv2@aspeneg.com.



1" = 1000' ±

••••• ≈ 1945 (yellow)
 ■■■■■ ≈ 1961 (pink)

Feb. 61

2853 121
254485



DEED

(Right of Way Easement)

The undersigned W. EUEL BECKMAN, S. EUEL BECKMAN and JEFFIE A. JONES, the owners of the hereinafter described lands and real property, and hereinafter collectively called Grantor, for valuable consideration receipt of which is hereby acknowledged, do hereby grant and convey to CALIFORNIA ELECTRIC POWER COMPANY, a corporation, its successors and assigns, Grantee, the following and hereinafter described right of way easement and rights for and in connection with an electric transmission line upon, over and across those certain lands and real property located in the County of Riverside, State of California, particularly described as follows:

Lots 107, 114, 115, 121, 122 and 128 of Banning Colony Lands as shown by map on file in Book 3, Page 149 of Maps, Records of San Diego County, California, and by map on file in Book 5, Page 186 of Maps, Records of Riverside County, California; and that portion of Lot 108 of said Banning Colony Lands described as follows: BEGINNING at the Northwest corner of Lot 108 of said Banning Colony Lands; thence East along the North line of said Lot 108 a distance of 63.4 feet; thence Southeasterly to a point on the South line of said Lot 108 distant West thereon 30.4 feet from the Southeast corner of said Lot 108; thence West along the South line of said Lot 108 to the Southwest corner thereof; thence North along the West line of said Lot 108 to the point of beginning.

The electric transmission line right of way easement hereby granted upon, over and across said hereinbefore described lands and real property is particularly described as follows:

A perpetual right of way easement 100 feet in width, measured at right angles 50 feet on each side of the hereinafter described center line of said right of way easement, for and in connection with the construction, maintenance, operation, reconstruction, replacement, improvement, repair, inspection and patrolling of an electric transmission line for the transmission and distribution of electricity for light, heat and power and all other purposes for which electricity may be used, which transmission line shall include and consist of one 2-pole, H-frame type, wood pole support not exceeding 90 feet in height with 9 feet or less below ground surface; two 3-pole type, wood pole supports not exceeding 110 feet in height with 11 feet or less below ground surface, and one 4-pole type, wood pole support not exceeding 110 feet in height with 11 feet or less below ground surface, supporting and carrying one 3-phase circuit (3 conductor wires) and two aerial grounding wires; together with all necessary crossarms, conductors, wires, cables, insulators, guys, anchors, cross and angle braces, supports, groundings, attachments, fixtures and appurtenances on, attached to, and connected with said pole supports of said transmission line. Said right of way easement shall also include the rights in perpetuity hereinafter set forth and described.

The center line of said transmission line herein granted is described as follows:

BEGINNING on the North line of Lot 107 of Banning Colony Lands as shown by map on file in Book 3, Page 149 of Maps, Records of San Diego County, California, and by map on file in Book 5, Page 186 of Maps, Records of Riverside County,

(said North line of Lot 107 being common to the North line of the Northeast quarter of Section 3, Township 3 South, Range 1 East, S.B.B. & M.) at a point North $89^{\circ} 56' 37''$ West 2002.7 feet, measured along the North line of the Northeast quarter of said Section 3, from the Northeast corner of said Section 3, and running thence South $42^{\circ} 42' 37''$ East 521.1 feet to an angle point; thence South $36^{\circ} 10'$ East 1843.1 feet to an angle point designated and hereinafter referred to as Angle Point "A"; thence South $54^{\circ} 10'$ East 676 feet, more or less, to a point on the East line of Lot 128 of said Banning Colony Lands, (said East line of Lot 128 being common to the East line of the Northeast quarter of said Section 3).

ALSO BEGINNING at said Angle Point "A" and running thence South $44^{\circ} 56'$ West 115 feet to a point in Lot 122 of said Banning Colony Lands.

The pole supports (the centers thereof) of said transmission line upon and within said right of way easement upon, over and across the hereinbefore described lands and real property will be located 153.2 feet (2-pole support), 521.1 feet (3-pole support), 1622.3 feet (4-pole support) and 2364.2 feet (3-pole support), respectively, from the North line of the hereinbefore described lands and real property, all measured along the hereinbefore described center line of said transmission line right of way easement herein granted.

The conductor wires of said transmission line shall be erected and maintained at a minimum height of not less than 30 feet above ground surface, and the Grantee, its successors and assigns, shall have the right as against the present and future owners, lessees, occupants and users of the hereinbefore described lands and real property, to maintain said conductor wires at said minimum height, and Grantee shall not be required to raise or increase the height of said conductor wires above said minimum height.

For and in connection with and incidental to the transmission line right of way easement herein granted and said electric transmission line to be constructed, maintained and operated upon, over and along the same, it is understood and agreed that said right of way easement shall include and there is hereby granted by Grantor to Grantee, its successors and assigns, the following stated rights in perpetuity:

1. The right of ingress to, egress from and travel upon, over and along said transmission line right of way easement on foot, or with teams, trucks, automobiles, tractors and other mobile equipment for transportation of workmen, materials, equipment and supplies for all purposes in the exercise and enjoyment of said right of way easement and rights herein granted; and Grantee shall have the right hereby granted to use existing roads and to construct, maintain and use such additional road or roads, upon or across the hereinbefore described lands and real property of the Grantor, as shall be convenient and necessary to Grantee's use and enjoyment of the right of way easement and rights herein granted, and to provide and enable the Grantee to have access (ingress and egress) to all parts of said right of way easement and the Grantee's transmission line thereon, and to Grantee's transmission line beyond the boundaries of Grantor's lands and real property. Said additional road or roads shall be located and used in such manner as to cause or result in the minimum disturbance or interference with the Grantor's lands and real property and their use and enjoyment thereof.

2. The right to clear and keep clear said right of way easement herein granted free and clear of trees, shrubs and brush for protection of said transmission line and the conductor wires thereof against contact, interference, interruption, fire, damage and other hazards, and for the safe and proper maintenance and operation of the same, and for that purpose to

trim, cut and or top any and all trees now or hereafter existing within the limits of said right of way easement to a height of not less than 22 feet above ground surface; the right to trim and cut back or top any or all trees now or hereafter existing outside the limits of said transmission line right of way easement so far, and only so far, as to assure that any such tree or trees if felled or blown over will not contact said electric transmission line conductor wires or any thereof, and the right to clear and keep clear said right of way easement herein granted and to have the same kept clear and free of buildings, structures, wells, well drilling equipment, shrubs, brush, inflammable, combustible and explosive materials, for protection of said transmission line and the conductor wires thereof against fire, damage, obstruction, contact, interference, interruption, impairment of clearance and other hazards, and Grantor hereby covenants and agrees for themselves, their successors, successors in ownership and estate, assigns, lessees and permittees, that they will not construct, erect, place, maintain or use, or authorize or permit to be constructed, erected, placed, maintained or used, upon or within said right of way easement, any buildings, structures, wells, well drilling equipment, inflammable, combustible or explosive materials, but they shall have the right to possess, use and enjoy the land within and adjoining said right of way easement for any and all lawful purposes, including industrial, commercial and residential purposes, subject to and in a manner not inconsistent with or injurious or detrimental to the right of way easement and rights herein granted.

3. Grantee is hereby granted and shall have the right to make such surface excavations, cuts and removals of rock, gravel, aggregate, sand, earth and mineral deposits within said right of way easement herein granted as shall be necessary to provide and at all times maintain the required clearance between the conductor wires of said transmission line and the ground surface, prescribed by law or orders of the Public Utilities Commission of the State of California or other governmental body or agency having jurisdiction thereof, or as may be necessary for the safe and economical construction, maintenance and operation of said transmission line.

Grantor herein for themselves, their successors in ownership, lessees, permittees and assigns, reserve and shall have the right to excavate, dig, extract, take and remove, except as hereinafter stated, any and all rock, gravel, aggregate, sand, earth and minerals located and existing upon, within or underlying the hereinbefore described lands and real property and the right of way easement herein granted, except and provided, however, that for protection of said right of way easement and the electric transmission line to be constructed, maintained and operated thereon, and to provide, maintain and insure safe and adequate surface, subjacent and lateral support for said transmission line and the pole supports, guys and anchors thereof, no rock, gravel, aggregate, sand, earth or minerals, except oil or gas, shall be excavated, dug, extracted, taken or removed by Grantor, their successors, successors in ownership, lessees, permittees and assigns, or other persons, (and Grantor for themselves, their successors in ownership, lessees, permittees and assigns, covenant and agree that they will not excavate, dig, extract, take or remove any rock, gravel, aggregate, sand, earth or minerals) upon, within or underlying said right of way easement or Grantor's land and real property adjoining and surrounding said right of way easement, in such manner, location or proximity or to such extent or depth that may endanger, undermine, remove, impair or interfere with the surface, subjacent or lateral support of said transmission line pole supports, guys and anchors, or any thereof.

Said right of way easement herein granted shall be subject to be crossed and recrossed by the present and future owners, lessees, permittees and occupants of the land within and surrounding said right of way easement; and Grantor shall have the right to construct and maintain fences along the exterior lines of said right of way easement, or across the same, but Grantee

(+)

APPROVAL AND CONSENT

The undersigned MATICH CORPORATION, the owner of an interest under license in and to the lands and real property described in the within and foregoing right of way easement deed, does hereby approve and consent to the execution of said deed and conveyance of the electric transmission line right of way easement and rights therein described and conveyed.

Dated this 17th day of February, 1961.

MATICH CORPORATION

By M. A. Matich
President

ATTEST:

A. B. Conrad
Secretary

14601

PHOTOSTATED
COMPARED

BOOK 2853 PAGE 125

Handwritten signature

RECEIVED FOR RECORD
FEB 20 1961

15 Min. Page 11 of 12 of Doc. P-11
At Req. of of

C. S. Eiler
Recorder in Official Records

BOOK 2853 PAGE 121

Cl. Sec. Records of Fresno County, California

John A. [Signature]
FRESNO COUNTY RECORDS

INDEXED
B. P. 3 P. 300

Dec 45

Steel Towers

FORM RW 62 (5-45) 500 7-45

84601

Gross E. Len. 44-1929
GROSS AREA = 131278.4
NET AREA = 12714.2

RIGHT-OF-WAY EASEMENT

THE UNDERSIGNED, WILLIAM J. WESTERFIELD and MARGARET A. WESTERFIELD,
husband and wife

for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, its successors and assigns, those permanent and exclusive easements and rights of way to construct, reconstruct, maintain, operate, enlarge, improve, remove, repair and renew two electric transmission lines consisting of steel towers, wires, cables and other structures, including ground wires, both overhead and underground, and communication circuits with necessary and convenient foundations, insulators and cross-arms placed on said towers, and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the Grantee, and the right and easement to construct, reconstruct, maintain and operate the same, and the right to clear and keep clear said easements and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable materials, for the protection from fire and other hazards; in, under, upon, over and across a strip of land 300 feet wide upon the following described lands and premises, situated in the City of Banning, County of Riverside, State of California, to-wit:

Lots 109, 115, 116, 121, 122, ~~127~~, and 128, all as shown on a map of Banning Colony Lands, recorded in Book 5, page 186, of Maps, records of said Riverside County.

Said strip of land is described as follows:

That portion of a strip of land, 300 feet wide, within the above described lands of the Grantors, the Southwesterly and Northeasterly boundary lines of said strip of land being parallel with, and respectively, 100 feet Southwesterly and 200 feet Northeasterly from a line described as follows:

Ken R

~~Each strip of land is described as follows:~~

Beginning at a point in the East line of said Banning Colony Lands, being also the East line of the Northeast one-quarter (NE 1/4) of Section 3 in Township 3 South, Range 1 East, S.B.B. and M., which point is North 00° 33' 16" East, 682.5 feet, measured along said East line, from a one-inch iron pipe with brass cap set for the East one-quarter corner of said Section 3, said point of beginning being also South 00° 33' 16" West, 1933.6 feet, more or less, measured along said East line, from an iron pipe with brass cap set for the Northeast corner of said Section 3; thence from said point of beginning North 42° 42' 37" West, 2633.9 feet, more or less, to a point in the North line of said Banning Colony Lands, being also the North line of said Northeast one-quarter of Section 3, which point is South 89° 55' 24" East, 865.8 feet, measured along said North line, from a one-inch iron pipe set for the North one-quarter corner of said Section 3, said last mentioned point being also North 89° 55' 24" West, 1799.1 feet, more or less, measured along said North line, from said pipe set for the Northeast corner of Section 3.

125-45

10-5792

The Southwesterly boundary line of said strip of land to be extended Southwesterly so as to terminate in the East line of said land of the Grantors.



Grantee shall have the right to use existing roads and make such additions thereto, on the lands of the Grantor, as shall be convenient and necessary to the Grantee's use of said right of way strip.

Together with all necessary and convenient means of ingress and egress to and from said above described right of way strip, for the uses and purposes and the exercising of the rights herein granted. Said right of entry may be exercised by trucks, automobiles or other vehicles or by foot, as may suit the convenience of said Grantee, its successors or assigns.

The Grantors reserve the rights for water pipe lines and roads under and across the land described in this easement provided these rights do not interfere with the operation and maintenance of the transmission lines of the Grantee.

Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on said lands of the Grantor, for the purpose of permitting convenient entry to said right of way strip. Any gates which are installed by Grantee on said lands shall be locked with Grantee's locks, and also, if the Grantor so desires, may be locked with the Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the Grantor and used by the Grantee shall be locked also by the Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance from conductors to the surface of the ground that may be required by the orders of the State Railroad Commission, or other Governmental body having jurisdiction thereof, or as may be necessary for the economical construction, maintenance and operation of said transmission lines.

The Grantor, his heirs, successors or assigns, shall have the right to cultivate the land within the right of way strip for any and all crops which may be grown thereon, without interference with the rights herein granted to the Grantee, its successors or assigns, provided that said Grantor, his heirs, successors or assigns, in the use of said land, shall not permit or allow any accumulation of explosive or inflammable materials within the said right of way strip or so near thereto as to constitute, in the opinion of the Grantee, its successors or assigns, a menace or danger to said transmission lines. In case the Grantor, his heirs or assigns, shall grow orchard or other trees within the limits of said right of way strip, they shall not permit the same to attain a height in excess of 18 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the Grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of the right of way strip, to such heights as in the judgment of the Grantee, its successors and assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside the right of way strip to a height less than 50 feet.

It is understood and agreed that the grant of this easement does not convey to the Grantee any right, title or interest in any oil, gas or hydrocarbon substances or minerals within the limits of the right of way strip or otherwise, but that the Grantor, in prospecting for or developing oil, gas, hydrocarbon substances or minerals, will do so from adjacent land and in such a manner as not to interfere with the structures erected by the Grantee or with the operation of the transmission lines of the Grantee.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said Grantee.

84601

TO HAVE AND TO HOLD the above mentioned easements and rights unto SOUTHERN CALIFORNIA EDISON COMPANY LTD., its successors and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of December, 1945.
WITNESS:

William J. Westerfield
Margaret A. Westerfield

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } ss.

On this 7th day of December, 1945, before me, B. E. Hansen, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared William J. Westerfield and Margaret A. Westerfield, his wife, known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

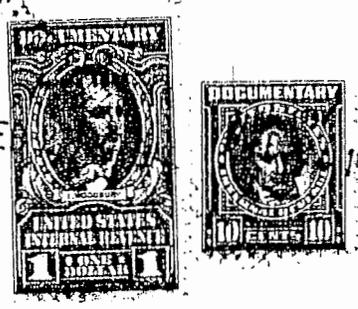
B. E. Hansen
Notary Public in and for the County of Riverside, State of California

STATE OF CALIFORNIA RIVERSIDE
COUNTY OF _____ RECORDED
On this _____ day INST. 3838 DATE 28 FEB 46 e hundred and
_____ A.] BOOK 725 PAGE 483 tary Public in
and for said County, per: O. R. DEEDS M. R. _____ personally
d to the within

me duly sworn,
deposed and said that he resides in the County of _____,
State of California, that he was present and saw _____
personally known to him to be the same person _____ described in and whose
name _____ subscribed to the within instrument as a party thereto,
sign, execute and deliver the same; and that he acknowledged to said
affiant that he executed the same; and that he, the affiant, then and
there subscribed _____ name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Notary Public in and for the County of _____ State of California



1946

FE





November 14, 2005

Gale Norton, Secretary, U.S. Department of the Interior
Gail Acheson, U.S. Bureau of Land Management
John Kalish, U.S. Bureau of Land Management
Billie Blanchard, California Public Utilities Commission
Robert Lopez, Region Manager, Southern California Edison
Glenn Steiger, IID Energy

Federal Express

Re: Desert Southwest Transmission Project
Approval of Associated EIR/EIS

SCE Devers-Palo Verde No.2 Project
November 28, 2005 Scoping Session Comments
CPUC Application Number A05-04-015

Ladies and Gentlemen:

The Glorious Land Company (GLC), City of Industry, California, is the owner of approximately 7,700 acres in the Shavers Valley area of Riverside County, California. GLC proposes a development called Paradise Valley. Paradise Valley consists of approximately 6,400 acres and is bisected by and accessible from U.S. Interstate 10, approximately 7 miles east of the current city limits of the City of Coachella, as shown on Exhibit A (Paradise Valley: Regional Vicinity Map). In addition, Paradise Valley is bisected by the proposed and above-referenced transmission corridors that are the subject of this letter.

On January 6, 2004, GLC applied to the County of Riverside for approval of the Paradise Valley Specific Plan, which anticipates the development of approximately 60% of its lands (3,600 acres) as a mixed-use master-planned community that consists of residential, commercial, industrial, institutional, public facilities and recreational uses.

On December 10, 2001, GLC submitted its application for a land exchange with the BLM, as more particularly described below (see Exhibit B, application submittal letter).

In connection with environmental issues associated with Paradise Valley, GLC conducted negotiations with the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Game (CDFG) and Riverside County, which concluded in June 2004. These negotiations resulted in an agreement regarding the mitigation of impacts to biological resources associated with Paradise Valley (see Exhibit C, Paradise Valley: Development Area Plan).

In addition, for the past several years, GLC has been a participant in the CVAG Multiple Species Habitat Conservation Plan (MSHCP) process as a land-owner/developer. BLM has also been an active participant in this process.

Last week, we learned that the final Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Desert Southwest Transmission Project (DSWTP) has been submitted to the Secretary of the Interior for publication in the Federal Register. We understand that publication will start the 30-day comment period on the Final EIR/EIS. We respectfully request that the Department of the Interior delay completion of the EIR/EIS process until it has had time to review the issues set forth in this letter and discuss them with GLC.

Paradise Valley Site

As shown on Exhibit C, the Paradise Valley project site is crossed by the existing SCE Devers-Palo Verde No. 1 (DPV 1) corridor, that is located both north and south of Interstate 10. The proposed Devers-Palo Verde No. 2 (DPV 2) 500 KV line will join the DPV No. 1 line within the existing 330-foot easement. If the DSWTP transmission line is approved as proposed, a new 300-foot wide easement will be added to the existing 330-foot DPV 1 easement, resulting in three contiguous high-tension lines and towers. As these lines cross Interstate 10, they are joined by the existing SCE 230 KV line, resulting in four contiguous high-tension lines, towers and easements. These configurations as currently proposed will have a significant and untenable impact on the Paradise Valley development plan.

It is obvious that the new power lines could be more easily and appropriately constructed immediately south of Paradise Valley within BLM lands, and west of that portion of Paradise Valley that is being proposed for actual development, (see Exhibit D, Paradise Valley: Power and Gas Line Corridors). In addition, the realignment GLC proposes will avoid or alleviate the potentially dangerous convergence of existing and proposed high-tension electrical lines, and the existing Sempra Energy high-pressure gas lines and pump station, adjacent to Interstate 10.

Paradise Valley Land Exchange

If an agreement is reached with BLM, GLC will acquire all BLM lands in Sections 4 and 12, Township 5 South, Range 10 East, SBB&M, through which the subject DPV 2 and DSWTP lines are proposed to be built. Under GLC's exchange proposal, BLM will acquire Sections 17, 23, 25 and 35, which will enable it to consolidate its ownership in the area, as shown on Exhibit E (Paradise Valley: Proposed Land Exchange). The result

GLC Enterprises, LLC

13181 Crossroads Parkway N. Suite 530

City of Industry, California 91746

562/908.0797 tel 562/908.0772 fax

www.gloriousland.com

of the exchange would be that BLM would acquire approximately two acres for each acre conveyed to GLC.

Discussions and correspondence regarding the proposed land exchange, which commenced in 2000 with BLM area manager James Kenna, have continued with the current manager, Gail Acheson. As previously noted, the application for the exchange was formally submitted to the BLM on December 10, 2001.

As shown in the list below, GLC has had numerous meetings, discussions and correspondence with BLM staff regarding the proposed land exchange. Notwithstanding the various meetings and correspondence with BLM, it was not until March 29, 2005, that BLM staff mentioned the potential expansion and addition of power corridors through the Paradise Valley project, including the exchange lands.

We would note that the proposed corridor alignment is inconsistent with the principles set forth in the Western Regional Corridor Study (prepared by Western Utility Group in coordination with the BLM, 1993). Since becoming aware of the proposed DSWTP and especially in light of the proposed DPV 2 project, GLC has expressed concern on several occasions in meetings with the BLM. It is also important to note that, notwithstanding the fact that the BLM was a significant participant in the CVAG MSHCP, recent amendments to the Riverside County General Plan, and the draft Northern and Eastern Colorado Desert Coordinated Management Plan (NECO plan), none of these land use plans include any mention and/or analysis of the proposed power corridors.

As indicated in a letter from then area manager James Kenna dated June 21, 2002, regarding the proposed land exchange, BLM noted that the federal lands involved in the exchange are currently managed under the 1980 California Desert Conservation Area (CDCA) Plan, as amended. Based on its preliminary review, BLM stated that “. . . we believe the exchange could provide for a more efficient management of public lands.” While acknowledging other concerns, Mr. Kenna concluded that he believed that the proposed exchange would result in a more efficient management of public lands and that the exchange would be consistent with the existing land use plan.

Meetings and Correspondence

2000

- 2000 - 2001: series of meetings, Richard Crowe, BLM Riverside, regarding NECO plan biological issues.

2001

- November 9, 2001: correspondence, James Kenna, BLM to GLC. This letter acknowledges that over the preceding year GLC and BLM had met regarding the proposed project to discuss a land exchange and associated issues.
- December 10, 2001: land exchange application from Paul Selzer, project applicant (GLC) legal counsel to James Kenna, BLM.

2002

- January 17, 2002: meeting, BLM and project applicant.
- January 31, 2002: correspondence from James Kenna, John Kalish, BLM, to Paul Selzer.
- April 11, 2002: began conveying biological resources information on project to BLM North Palm Springs office.
- June 21, 2002: correspondence from James Kenna, John Kalish, to Paul Selzer regarding Paradise Valley project.
- August 9, 2002: correspondence, Paul Selzer to BLM Washington, DC office. This letter registered GLC's protest regarding the NECO and associated EIR/EIS.
- December 12, 2002: correspondence, BLM Assistant Director for Renewable Resources and Planning (Washington, D.C.) to Paul Selzer, indicating that BLM places a high value on collaboration for purposes of land stewardship.

2003 - 2004 (actually as early as 2000)

- Approximately twelve meetings between GLC, USFWS, CDFG and Riverside County to negotiate project mitigation. During these meetings, the power corridor issue was never mentioned.

2004

- September 22, 2004: meeting, GLC, Terra Nova at BLM
- December 14, 2004: phone call, Laura Alstadt to John Kalish requesting a copy of the Western Regional Corridor Study (WRCS) and on the land exchange process.
- December 21, 2004: phone call, Laura Alstadt to Tom Gey, BLM Land Office, regarding land exchange feasibility study and associated procedures.

2005

- January 17, 2005: correspondence, John Criste to John Kalish regarding land exchange feasibility report being prepared by Terra Nova for GLC.
- January 20, 2005: correspondence, Laura Alstadt to/from Tom Gey regarding land exchange feasibility report.
- January 21, 2005: correspondence, Laura Alstadt to/from Tom Gey regarding land exchange feasibility report.
- January 25, 2005: phone call, Laura Alstadt to John Kalish following up on request for WRCS.
- January 26, 2005: correspondence, Laura Alstadt to/from Tom Gey regarding land exchange feasibility report
- February 3, 2005: correspondence, Laura Alstadt to Tom Gey, with title report for land exchange feasibility study
- February 8, 2005: correspondence Laura Alstadt to/from Tom Gey regarding land exchange feasibility report.

- February 16, 2005: correspondence Laura Alstadt to/from Tom Gey regarding land exchange feasibility report.
- February 25, 2005: phone call, Laura Alstadt to Bill Weigands, BLM Boise, Idaho requesting information on WRCS.
- March 18, 2005: follow up call to Bill Weigands, BLM Boise, Idaho, regarding obtaining copy of WRCS.
- March 21, 2005: meeting, GLC, Paul Selzer, John Criste with BLM
- March 22, 2005: phone call, Laura Alstadt to Tom Gey, following up regarding land value consultation with Department of Interior for land exchange feasibility study.
- March 23, 2005: correspondence Laura Alstadt to/from Tom Gey regarding land exchange feasibility report scheduling.
- March 29, 2005: meeting, GLC, Paul Selzer, John Criste with BLM.
- April 13, 2005: meeting, GLC, Paul Selzer, John Criste with BLM.
- April 22, 2005: correspondence, Nancy Lawson to Bill Weigands, BLM, Boise, Idaho, returning his copy of WRCS.
- Spring, 2005: correspondence, John Criste to John Kalish and Claude Kirby regarding obtaining an applicable map(s) of the DSWTP corridor through the Holt Group.
- June 30, 2005: phone call, Laura Alstadt to Tom Gey, regarding title search for public lands, land exchange.
- November 3, 2005: GLC attendance at public scoping session for Devers-Palo Verde No. 2 at CSSB-Coachella Valley campus.
- November 10, 2005: phone call, Laura Alstadt to John Kalish, regarding status of DSWTP corridor.

As this list demonstrates, contacts between GLC and BLM regarding the proposed land exchange and associated issues have been on-going for nearly 6 years. GLC and its representatives and consultants have remained pro-active in communicating with BLM.

Unfortunately, it was early 2005 before anyone from BLM mentioned the proposed DSWTP corridor. Furthermore, GLC is shocked that the land exchange, filed in December 2001, was not even mentioned in the DSWTP EIR/EIS. GLC's attorneys have indicated that failure to even mention the possibility of an exchange for this land could be a fatal flaw in the NEPA process.

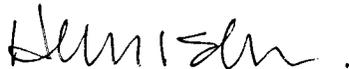
GLC has spent millions of dollars acquiring, performing due diligence and planning for the development of this property. Approval of these expanded and additional corridors will result in the further concentration of transmission facilities and extensive condemnation of GLC lands proposed for development immediately north and south of U.S. I-10. Construction of these transmission corridors would have a significant adverse impact on the proposed Paradise Valley project, making it virtually impossible to develop. The corridors being proposed are unnecessary given the availability of alternative and more appropriate routes through the area. In an effort to resolve these unnecessary conflicts, GLC would like to discuss these important issues and the available alternatives at your earliest convenience.

As a party of interest to the development of the DSWTP and DPV 2 power corridors, and for the reasons cited above, we respectfully request that the DOI, BLM and CPUC seriously consider our concerns regarding the convergence of multiple utilities in this one location. This convergence would make the entire power/energy system (electricity and gas) passing through this area subject to interruption by a variety of potential natural or human causes. We want to continue to work with representatives of the BLM, CPUC, the County and the utility companies in their planning efforts necessary to resolve these important short and long-term issues.

In view of the foregoing, we respectfully request that the Department of the Interior delay completion of the EIR/EIS process until it has had time to review the issues set forth in this letter and discuss them with GLC.

Thank you for your consideration of our concerns.

Yours very truly,
GLC Enterprises, LLC



Harvey R. Niskala, AIA
Senior Vice President

Glorious Land Company / GLC Enterprises, LLC
13181 Crossroads Parkway North, Suite 530
City of Industry, CA 91746
562-908-0797

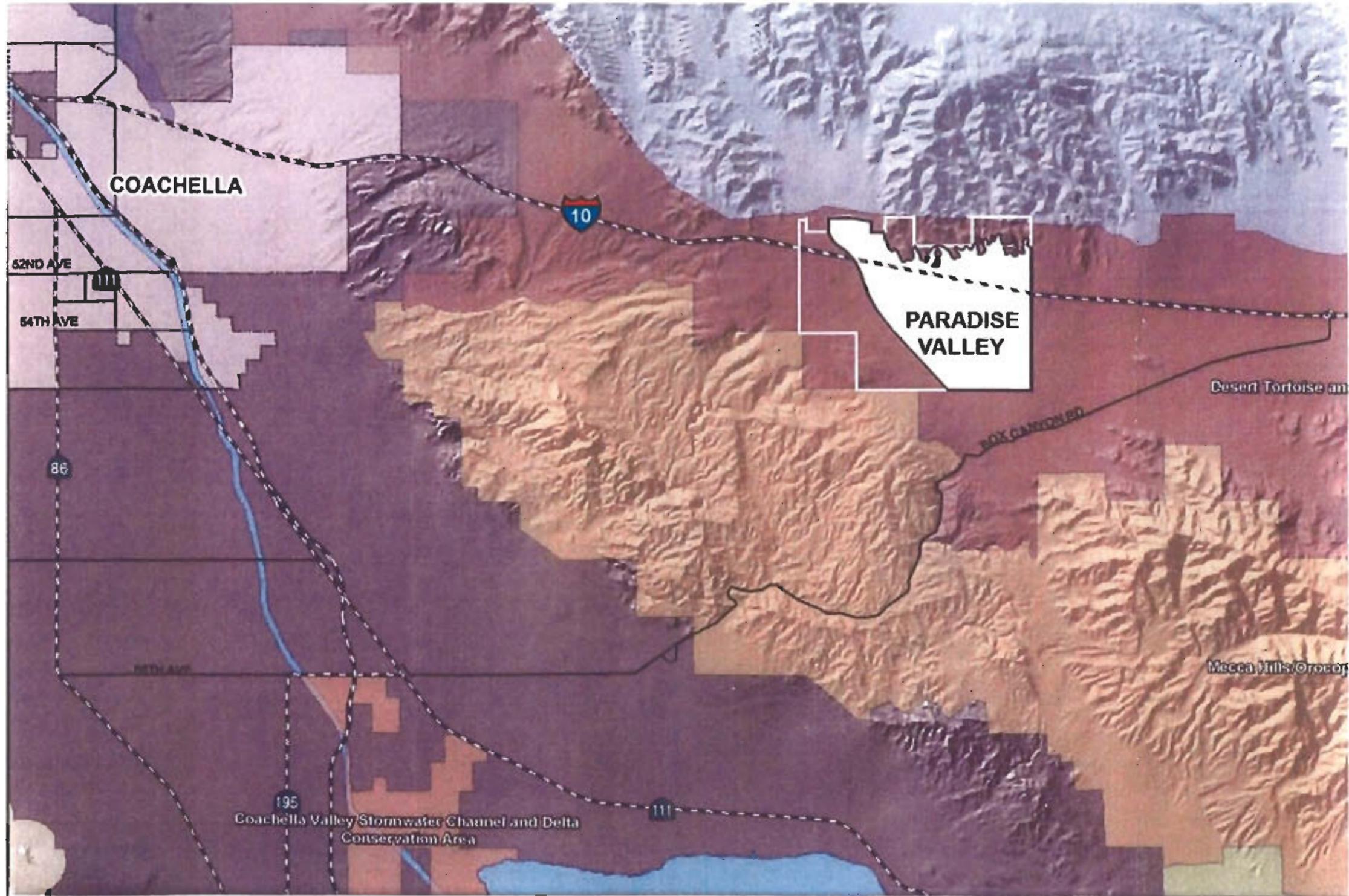
CC: Congresswoman Mary Bono
U.S. House of Representatives

Eddie Wang, President
Glorious Land Company

Paul Selzer, Esq.

Andy Vossler, President
Landmark Golf Company

Susan V. Lee
Aspen Environmental Group



Paradise Valley: Regional Vicinity Map, Exhibit A

November 2005



SELZER, EALY, HEMPHILL & BLASDEL

SELZER, EALY, HEMPHILL & BLASDEL, LLP
A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

PAUL T. SELZER
W. CURT EALY
EMILY PERRI HEMPHILL
DIANE C. BLASDEL

777 E. TAHQUITZ CANYON WAY, SUITE 328
PALM SPRINGS, CALIFORNIA 92262
TELEPHONE 760-320-5977
FACSIMILE 760-320-9507

December 10, 2001

Mr. Jim Kenna
Field Office Manager
Bureau of Land Management
63-500 Garnet Avenue
Palm Springs, CA 92258-2000

Re: Proposal for Land Exchange

Dear Mr. Kenna:

This office represents Joshua Tree Village, LLC (Village) which is the owner of approximately 5400 acres in the Shavers Valley area of Riverside County, California which is depicted on Exhibit A. The exact location of the Village Properties are depicted on Exhibit B, and more particularly described on Exhibit C.1.

I have been authorized and directed by my client to submit this letter as a formal proposal to exchange a portion of the Village Property (Offered Lands), as more particularly described on Exhibit C.2, attached hereto, for lands currently managed by the Bureau of Land Management (BLM), as more particularly described on Exhibit C.3, attached hereto (Selected Lands).

Both Offered and Selected Lands are located within designated critical habitat for the desert tortoise, although the recent biological reconnaissance report and the survey for desert tortoise over the Village Property and the Selected lands, copies of which are attached as Exhibits D and E would indicate that there is very little current desert tortoise activity in the area. Those reports would also indicate that neither the Village Property nor the Selected Lands contain significant habitat values. Surveys have not yet been completed on the Offered Lands.

Exhibit B
Application Exhibit Letter
November 14, 2005

Mr. Jim Kenna
Page 2
December 10, 2001

If approved and consummated, the land exchange would appear to benefit the BLM in that acquisition of the Offered Lands would consolidate its holdings in the area, eliminate inholdings and the possibility of development of the Offered Lands, and provide uninterrupted habitat between the Little San Bernardino and Cottonwood Mountains to the north and the Orocopia Mountains and Mecca Hills to the South.

If approved and consummated, the land exchange would benefit Village in that it would consolidate its holdings in the area, avoid the possibility and expense of leapfrog development on its outlying property and make planning and development of its properties more flexible and amenable to environmentally friendly design. However, it should be noted that the land exchange is not necessary for the development of the Village Property, which will occur regardless of the outcome of the proposed exchange.

Development of the Village Property (and the Selected Lands, if the exchange is completed) will occur in stages commencing with the development and construction of a visitor's center and continuing thereafter with a mixed use development which will include residential, commercial, educational, recreational, spiritual and open space and habitat components. A general description of the plan of development is attached hereto as Exhibit F, and a copy of the proposed land use plan is attached hereto as Exhibit G.

In light of the apparent mutual benefits to BLM and Village, we believe that this exchange proposal presents a true win-win opportunity for both parties and we look forward to processing the proposal with you pursuant to FLEFA, NEPA, ESA and the applicable regulations.

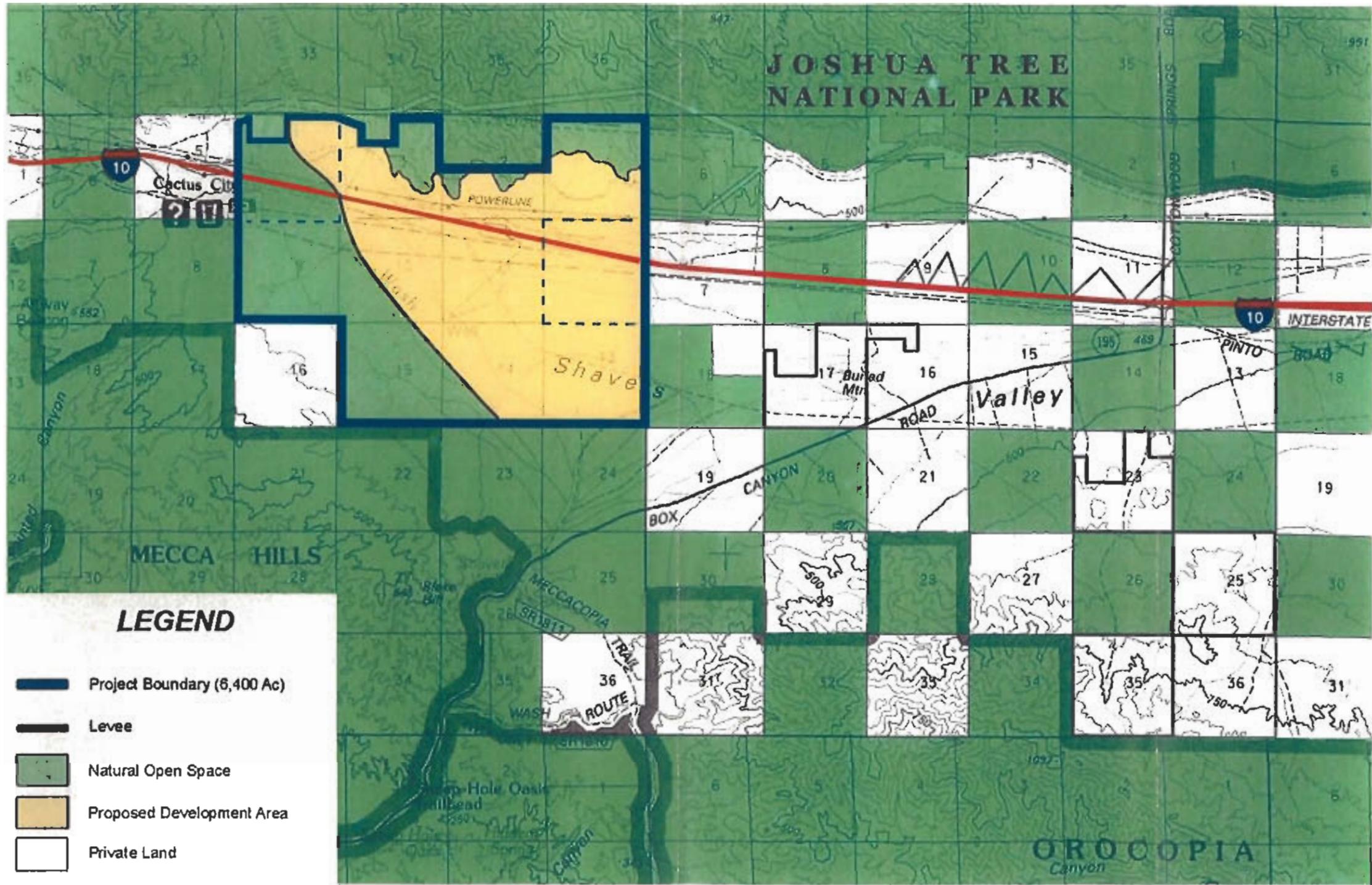
Thank you for your consideration of our proposal.

Yours very truly,
Selzer, Ealy, Hemphill & Blasdel, LLP

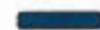
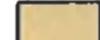
Paul T. Selzer

PTS/red

cc: Harvey Niskala, GLC
Ernie Vossler, Landmark



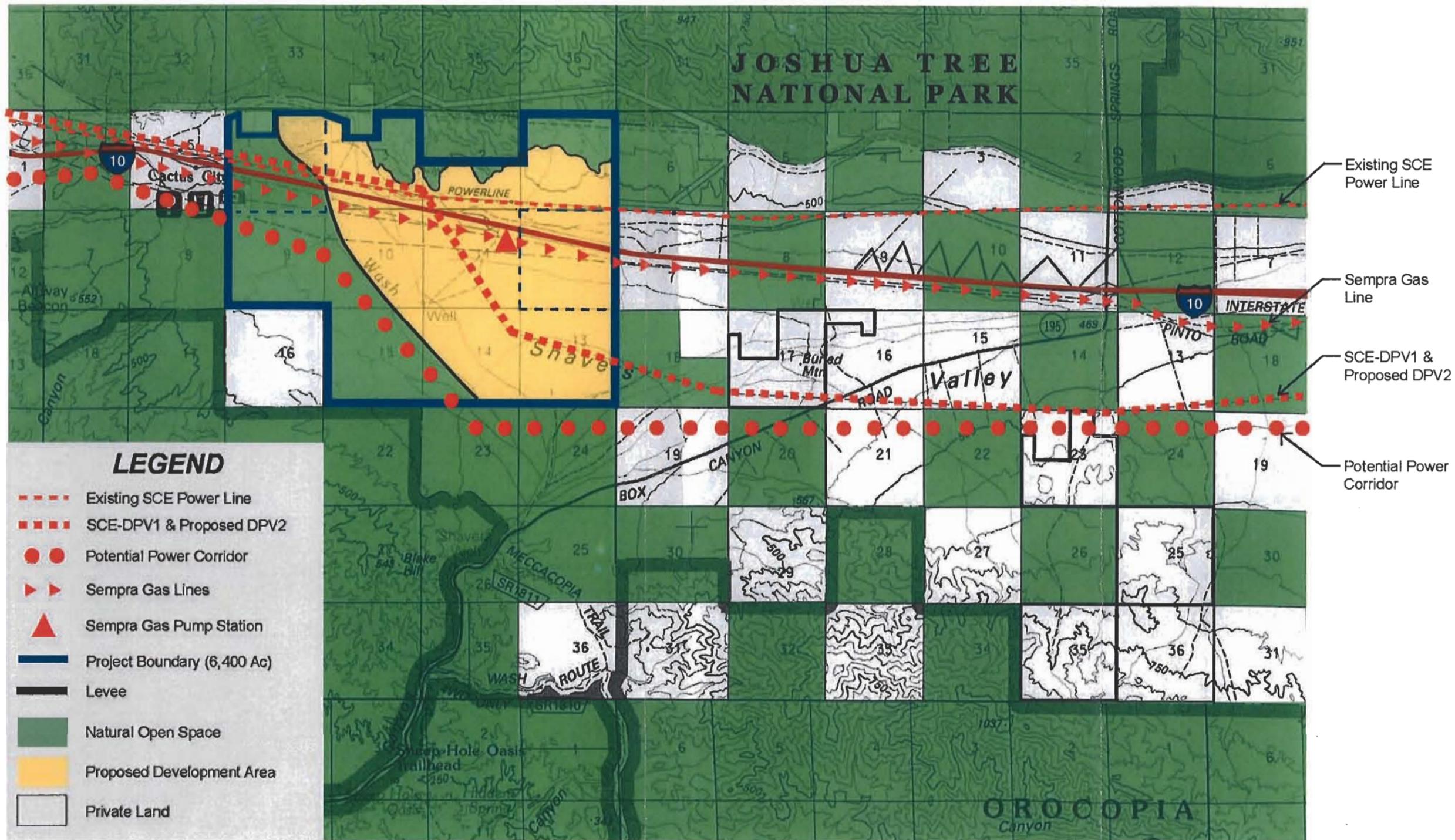
LEGEND

-  Project Boundary (6,400 Ac)
-  Levee
-  Natural Open Space
-  Proposed Development Area
-  Private Land

Paradise Valley: Development Area Plan, Exhibit C

November 2005



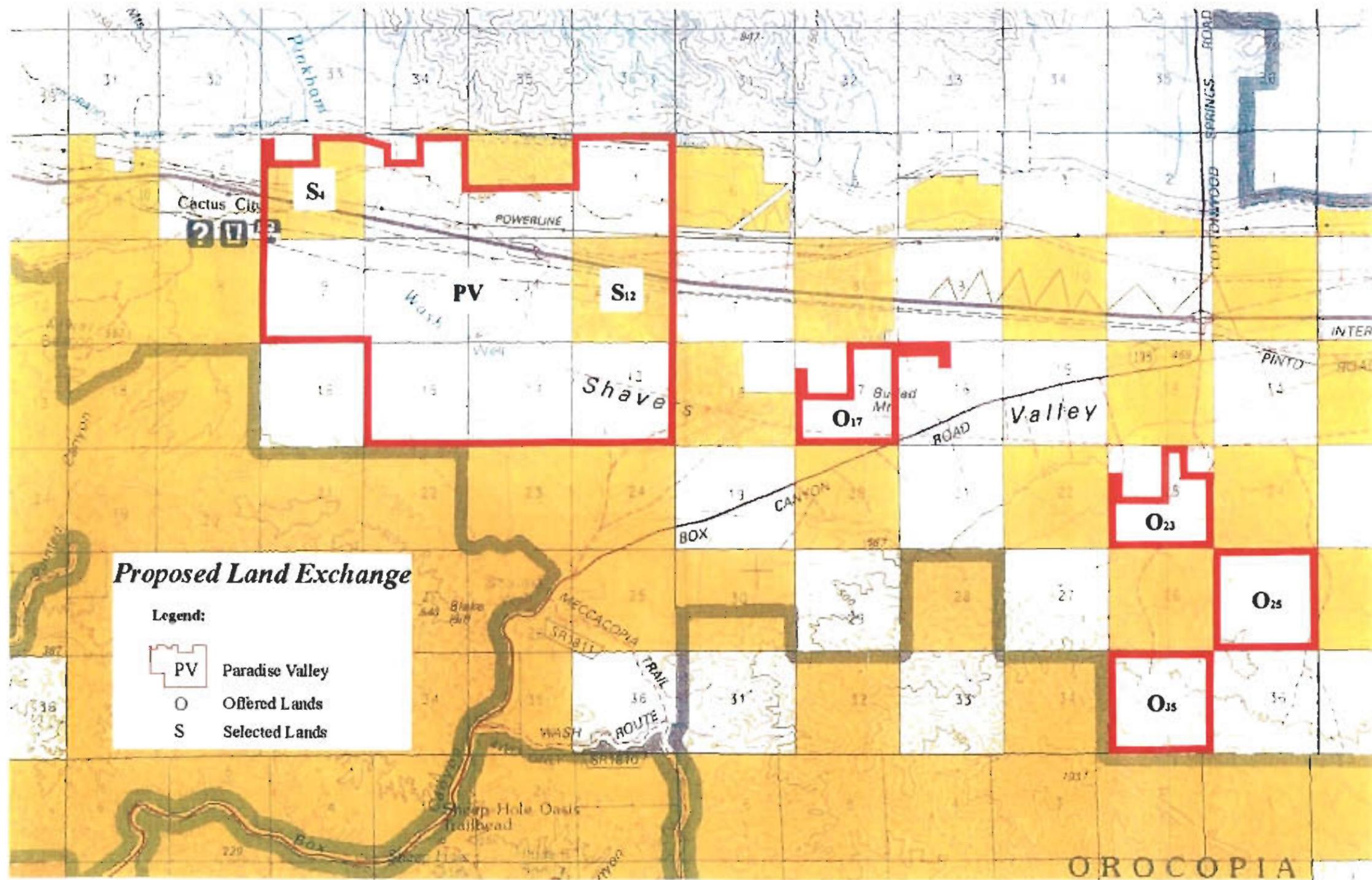


Paradise Valley: Power & Gas Line Corridors, Exhibit D

November 2005

0 1 2 Miles





Paradise Valley: Proposed Land Exchange, Exhibit E

November 2005



Valorie D. Melton
FIVE STAR INC.
P.O. Box 52
Arlington, AZ 85322
Phone/Fax (623) 386-2445
Email: vmfivestar@msn.com

November 28, 2005

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re Devers-Palo Verde No. 2 Transmission Line Project

The California Public Utilities Commission:

I am a consultant for various landowners within Harquahala Valley, including the joint owners of Harquahala Valley Farms, which consists of approximately 5,000 acres of prime active agricultural land, which land is currently in the planning stages for development.

I have just become aware within the last couple of days of the proposed DPV2 Project as proposed by Southern Cal Edison which includes a new 230-mile 500 kV line from the Harquahala Substation in Harquahala, Arizona, near the Palo Verde nuclear power plant. It is inexcusable and lends itself to being highly suspicious as to why there were no "scoping" meetings held in Harquahala or for that matter anywhere in Arizona. To state that the Nov. 1, 2005 "scoping" meeting held in Blythe, CA was adequate to cover western Arizona is ridiculous and unacceptable. The landowners are unaware of any notice given to the Harquahala landowners of this meeting or any other related meeting or hearing. Accordingly, all those impacted would request that the proper meetings and hearings be held in Arizona and that an extension be granted for filing any public comments.

Due to logistics alone the potential Subalternate Route would be devastating environmentally, aesthetically, and economically to Harquahala Valley Farms and the other landowners in Harquahala. To adequately comment further on this route or on the other proposed route is impossible, until all those who will be directly impacted are properly informed and the appropriate Arizona meetings are held.

Please include me on your mailing list and forward all related information as soon as possible.

Sincerely,
Valorie D. Melton

Cc: Mr. Roger Ferguson,
Harquahala Valley Farms