

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

202



**FROM:** Waste Management Department

**SUBMITTAL DATE:**  
November 17, 2009

**SUBJECT:** First Amendment to Access Easement Agreement between the County of Riverside and Lockheed Martin Corporation

**RECOMMENDED MOTION:** That the Board:


1. Approve a one-year extension of the Management Period as defined in the Access Easement Agreement and authorize the Chairman of the Board to execute the First Amendment to Access Easement Agreement on behalf of the County; and
2. Authorize the General Manager-Chief Engineer of the Waste Management Department to approve subsequent one-year extensions up to five years, if requested by grantee.

**BACKGROUND:** Lockheed Martin Corporation (LMC), under a consent order by the State of California, Department of Toxic Substances Control, continues to be responsible for the environmental assessment and remediation of property in the vicinity of the Lamb Canyon Landfill, which was purchased by the County in 2006. Pursuant to the 2006 purchase agreement, the County and LMC entered into an Access Easement Agreement that provides LMC with access to the property for the purposes of fulfilling their environmental obligations. The Access Easement Agreement also provides for a three-year "Management Period" during which LMC has operational control of the property to facilitate their environmental investigative, monitoring and remedial activities. (continued)

  
Hans W. Kernkamp, General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	

<b>SOURCE OF FUNDS:</b> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Alex Gann

**County Executive Office Signature**

Prev. Agn. Ref.: 3.5 (11/2/04) | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**12.1**

FORM APPROVED COUNTY COUNSEL  
BY:  NEAL R. KIMMIS  
DATE: \_\_\_\_\_

Departmental Concurrence

Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

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The Management Period provides LMC with additional authority allowing them to deny or restrict access to the property by third-parties not authorized by the County and to establish additional controls on the property such as fencing, signage or other measures to further manage, control and restrict access to the property to protect human health and the environment. The environmental work performed by LMC is on-going and will take longer than the originally contemplated three-year period. The Management Period ends on December 19, 2009, and LMC has requested a six-year extension.

In order to retain flexibility for the County, staff recommends that the extensions occur in one-year intervals, upon request in writing from LMC, and that the General Manager-Chief Engineer is authorized to approve such requests on behalf of the County.

PD# 83367

## FIRST AMENDMENT TO ACCESS EASEMENT

THIS FIRST AMENDMENT TO ACCESS EASEMENT ("Amendment") is made on December \_\_, 2009, between Riverside County, a political subdivision of the State of California (Grantor") and Lockheed Martin Corporation, a Maryland corporation ("Grantee").

### RECITALS

1. Grantor and Grantee entered into an Access Easement; Environmental Restriction ("Original Easement") dated December 19, 2006, and recorded on May 3, 2007 as Document no. 299925 in the Land Records of Riverside County, California, covering real property in Riverside County, as more particularly described in the Original Easement.
2. Paragraph 4 of the Original Easement grants Grantee the operational control over the Property for a three year Management Period, in order to perform specific environmental investigations, and monitoring and remedial activities.
3. Grantor has requested that Grantee extend the term of the Management Period, and Grantee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by each party, the parties agree as follows:

1. Recitals; Defined Terms. The Recitals are hereby incorporated within this Amendment by reference. All defined terms used in this Amendment but not otherwise defined shall have the meanings given in the Original Easement.
2. Amendment. The parties hereby agree that the Management Period is extended through December 31, 2010. Grantee may request, in writing, up to five (5) additional extensions of the Management Period, for terms of one (1) year each, approval of which may be granted, in writing, by Grantor.
3. Effect of Amendment. Except as specifically amended by this Amendment, the Original Easement shall remain unmodified and in full force and effect.

IN WITNESS HEREOF, the parties have signed this Amendment or have had it signed by their duly authorized representatives, the date and year noted above.

WITNESS:

**COUNTY OF RIVERSIDE,**  
A political subdivision of the State of California

\_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

**LOCKHEED MARTIN CORPORATION**  
By: LMC Properties, Inc.  
Pursuant to power of attorney dated effective  
January 1, 2009

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kifnis* DATE

*John L. H. [Signature]*  
\_\_\_\_\_

*Joseph Day*  
\_\_\_\_\_  
Name: JOSEPH DAY  
Title: SR. MANAGER, REAL ESTATE

STATE OF CALIFORNIA            )  
  )  
COUNTY OF RIVERSIDE        )

On \_\_\_\_\_, 2009, before me \_\_\_\_\_, a  
Notary Public in and for the State of California, County of \_\_\_\_\_, personally  
appeared \_\_\_\_\_, personally known to me or proved  
to me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he/she executed the same in his/her capacity and  
by his/her signature on the instrument, the person or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

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

STATE OF MARYLAND )  
 )  
COUNTY OF Baltimore )

On November 19, 2009, before me Petra Ann Liverpool a Notary Public in and for the State and County aforesaid, personally appeared Joseph Day, known to me or satisfactorily proven to be the individual whose name is subscribed above, who acknowledged himself/herself to be the Senior Manager of LMC Properties, Inc., a Maryland corporation serving in its capacity as Attorney-In-Fact for Lockheed Martin Corporation pursuant to Irrevocable Power of Attorney Effective January 1, 2009, and that he/she, as such Senior Manager, being authorized to do so, executed the foregoing instrument on behalf of said Corporation by signing the name of the Corporation by himself/herself as such Senior Manager.

WITNESS my hand and official seal.

Signature: Petra Ann R. H. Liverpool (Seal)  
Notary Public  
My commission expires: December 1, 2010

