

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



**FROM:** Supervisor Bob Buster

**SUBMITTAL DATE:** October 15, 2012

**SUBJECT:** Reclamation/Restoration of Hubb's Quarry

**RECOMMENDED MOTION:** That the Board of Supervisors direct the office of County Counsel and Planning Department to meet with the current property owners to formulate a framework that will meet the terms and conditions set forth in the attached settlement agreement.

**BACKGROUND:** A settlement agreement to resolve allegations of mining contrary to the approved mining plan and deviating from the approved reclamation plan was entered into between the County of Riverside and Paul Hubb's Construction Company, Inc. in October 2004.

Since 2004, the property has exchanged hands and the current property owner has approached my office to discuss the provisions of the settlement agreement. Our intent is to have the County work with the current property owner to remedy the prior violations in an expeditious manner.

A handwritten signature in blue ink that reads "Bob Buster". The signature is written in a cursive, flowing style.

Bob Buster  
1<sup>st</sup> District Supervisor

1 THOMPSON & COLEGATE LLP  
2 ATTORNEYS AT LAW  
3 3614 FRONTIER STREET  
4 P. O. BOX 1799  
RIVERSIDE, CA 92502  
(909) 443-6990  
(909) 781-4012 FAX

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

OCT 29 2004

5 John A. Boyd - SBN 089394

6 Attorneys for Defendants, PAUL HUBBS  
7 CONSTRUCTION CO., and LUCILLE M. HUBBS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF RIVERSIDE

10  
11 COUNTY OF RIVERSIDE, a political  
12 subdivision of the State of California.

13 Plaintiff,

14 vs.

15 PAUL HUBBS CONSTRUCTION  
16 COMPANY, INC., LUCILLE M. HUBBS,  
and DOES 1 through 100, Inclusive,

17 Defendants.

CASE NO. RIC 387195  
Action Filed: January 8, 2003  
Hon. Robert G. Spitzer, Dept. 8

STIPULATED SETTLEMENT  
AGREEMENT AND JUDGMENT  
THEREON

Trial Date: September 27, 2004  
Time: 9:30 a.m.  
Dept.: 8

18  
19 THIS STIPULATED SETTLEMENT AGREEMENT ("AGREEMENT") is entered into  
20 as of February 10, 2004, by and between Defendants Paul Hubbs Construction, Inc., and  
21 Lucille M. Hubbs, Trustee, of the Paul J. Hubbs and Lucille M. Hubbs Survivors Trust, under  
22 Trust dated 5/26/92 (hereinafter "Defendants") and the County of Riverside (hereinafter  
23 referred to as "County") with reference to the following facts:

24  
25 RECITALS:

26 A. Defendant LUCILLE M. HUBBS, Trustee, of the Paul J. Hubbs and Lucille M.  
27 Hubbs Survivor's Trust, under Trust dated 5/26/92 is the owner of that certain real property  
28 located at 8843 Cajalco Road, Corona, within the unincorporated area of Riverside County,

1 California (APN: 281-230-013; 281-200-003; 281-220-002; 281-220-003; 281-190-028;  
2 281-190-021; 281-140-021; 281-140-027; 281-123-013; and 281-230-038) within the  
3 unincorporated area of Riverside County, California (APN: 837-130-013) (the "Real  
4 Property").

5 B. Defendant PAUL HUBBS CONSTRUCTION COMPANY, INC., is a California  
6 corporation and the operator of the mining operations on the Real Property.

7 C. The County filed this action ("Action") against Defendants for injunctive relief  
8 and civil penalties for alleged violations of the California Public Resources Code and  
9 county land use ordinances relative to alleged illegal surface mine operations on the Real  
10 Property.

11 The matter was set for trial on March 29, 2004.

12 D. Defendant Lucile Hubbs has entered into a contract with Realty Advisory  
13 Group ("Proposed Buyers") to purchase and operate the quarrying operation. Further,  
14 Defendant Paul Hubbs Construction has entered into interim mining agreements with  
15 Interstate Building Materials and a quarry rental agreement with Goetjen, Inc.

16 E. The parties have reached a settlement agreement to resolve the allegations  
17 of mining contrary to the approved mining plan and deviating from the approved  
18 reclamation plan for the mining operation located on the Real Property.

19 F. Pursuant to the terms and conditions of this Agreement, the parties desire  
20 to provide the resolution of the Action.

21 NOW, THEREFORE, in consideration of the mutual covenants herein contained,  
22 and for other good and valuable consideration, the receipt and sufficiency of which is  
23 hereby acknowledged, the parties hereby agree and stipulate as follows:

24 1. With respect to the County's First Cause of Action for Illegal Surface Mining  
25 Operations:

26 a) Defendants agree to expeditiously apply for and obtain a revised  
27 reclamation plan for the Real Property. The parties stipulate and Defendants agree to  
28 submit a complete application for the approval of a revised reclamation plan for the mining

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STIPULATED SETTLEMENT AGREEMENT AND JUDGMENT THEREON

1 operations on the Real Property no later than November 30, 2004. Said application shall  
2 include plans to resist all aspects of the mining operation subject to reclamation under  
3 the California Public Resources Code and shall include a professional opinion regarding  
4 the safety of the mine walls and the need for benching. Defendants further agree to  
5 expeditiously make any corrections or changes required by the County or the California  
6 Department of Conservation in order to obtain final approval for the reclamation plan.

7           b) County acknowledges that the Proposed Buyers have submitted a  
8 "HANS" application (No. R-0412730/PAR 00535) dated June 15, 2004.

9           c) The Proposed Buyers have filed or intend to file an application to  
10 extend the mining operation to the applicable property boundary lines of the property. The  
11 Proposed Buyers' application includes or will include a revised reclamation plan. Any such  
12 application is subject to the normal and customary requirements, reviews, and approvals  
13 of the County of Riverside and the California Department of Conservation. To the extent  
14 that said application is approved by the County of Riverside and the California Department  
15 of Conservation, the revised reclamation plan contained with said application would fulfill  
16 the requirements of paragraph 1, subparagraph a.

17           d) The parties stipulate and Defendants agree that Defendants will  
18 diligently pursue and expeditiously obtain an approved "HANS" application for the mining  
19 operations on the Real Property.

20           e) Defendants shall submit a list of milestone dates relative to the  
21 Reclamation Plan application process no later than thirty days from the Court's adoption  
22 of this Agreement as the Order of the Court. Defendants shall include a milestone  
23 reflecting the expeditious hiring of a consultant to provide a professional opinion regarding  
24 the safety of the mine walls and the need for benching. Defendants agree to share this  
25 report with the County.

26           f) Defendants will submit a revised estimate of financial assurances in  
27 support of the Reclamation Plan at the time of application as required by Riverside County  
28 Ordinance No. 555.

- 1           2.     With respect to the civil penalties, County will waive all civil penalties.
- 2           3.     The parties agree that the current mining operation will be limited to that area  
3 described in the permitted mining area", attached hereto as Exhibit "A". For purposes of  
4 further description, the "permitted mining area" is that permitted mining area reflected in  
5 approved Reclamation Plan 118 and further described as the area within the M3 mining  
6 permit plus the area directly to the north of the north boundary of the M3 mining permit  
7 which has previously been approved by the County and the State Department of  
8 Conservation for mining operations. Nevertheless, the "permitted mining area" does not  
9 include the area designated as the clay mining area on Reclamation Plan 118.
- 10           a)     Further, County acknowledges, but takes no position herein, that  
11 Proposed Buyers have submitted or will submit an application to expand the Surface  
12 Mining Permit to the applicable borders of said property.
- 13           4.     The parties stipulate and agree that the Superior Court of the County of  
14 Riverside, State of California shall continue to retain jurisdiction of this Action and over the  
15 parties personally to enforce the terms and provisions of this Agreement until performance  
16 in full of the terms of the Agreement have been completed.
- 17           5.     The parties stipulate and agree that each party will pay its own costs and  
18 attorney's fees related to or arising out of this Action.
- 19           6.     Upon complete performance of all the terms of this Agreement by  
20 Defendants, the County of Riverside shall file a Request to Dismiss this Action (RIC  
21 387195) against Defendants with prejudice.
- 22           7.     The parties agree that this Agreement is intended to provide a  
23 comprehensive resolution of this Action. So long as the provisions of this Agreement are  
24 complied with, the County agrees not to pursue any other civil, administrative, or criminal  
25 remedies for the violations of the Surface Mining and Reclamation Act or County  
26 Ordinances described in the Complaint filed in this Action.
- 27           8.     The parties agree to waive their right to trial and appeal in the above-captioned  
28 Action (Case No. RIC 387195).

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STIPULATED SETTLEMENT AGREEMENT AND JUDGMENT THEREON

1 9. This Agreement shall be binding upon and shall inure to the benefit of the  
2 parties hereto and their respective heirs, personal representatives, successors and  
3 assigns.

4 10. Any alteration, change or modification of or to this Agreement, in order to  
5 become effective, shall be made by written instrument and in each such instance executed  
6 by or on behalf of the party to be bound thereto.

7 11. Time is hereby expressly made of the essence of this Agreement and all  
8 performances and obligations due hereunder.

9 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
10 February 10, 2004.

11  
12 Dated: 9/24, 2004. PAUL HUBBS CONSTRUCTION COMPANY, INC.  
13  
14 By: Jay Hubbs  
15 Jay Hubbs, President  
16

17  
18 Dated: 9/22, 2004. By: Lucile Hubbs  
19 Lucile Hubbs, Treasurer  
20

21  
22 Dated: 9/22, 2004. Lucile M. Hubbs  
23 Lucile M. Hubbs, Trustee, Paul J. Hubbs  
24 and Lucile M. Hubbs Survivors Trust, under Trust  
dated 5/26/92

25 Dated: 9/23, 2004. COUNTY OF RIVERSIDE  
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27 By: Ed Michellis  
28 Ed Michellis  
Director, Department of Building and Safety  
Deputy Director of Code Enforcement

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STIPULATED SETTLEMENT AGREEMENT AND JUDGMENT THEREON

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**[PROPOSED] ORDER**

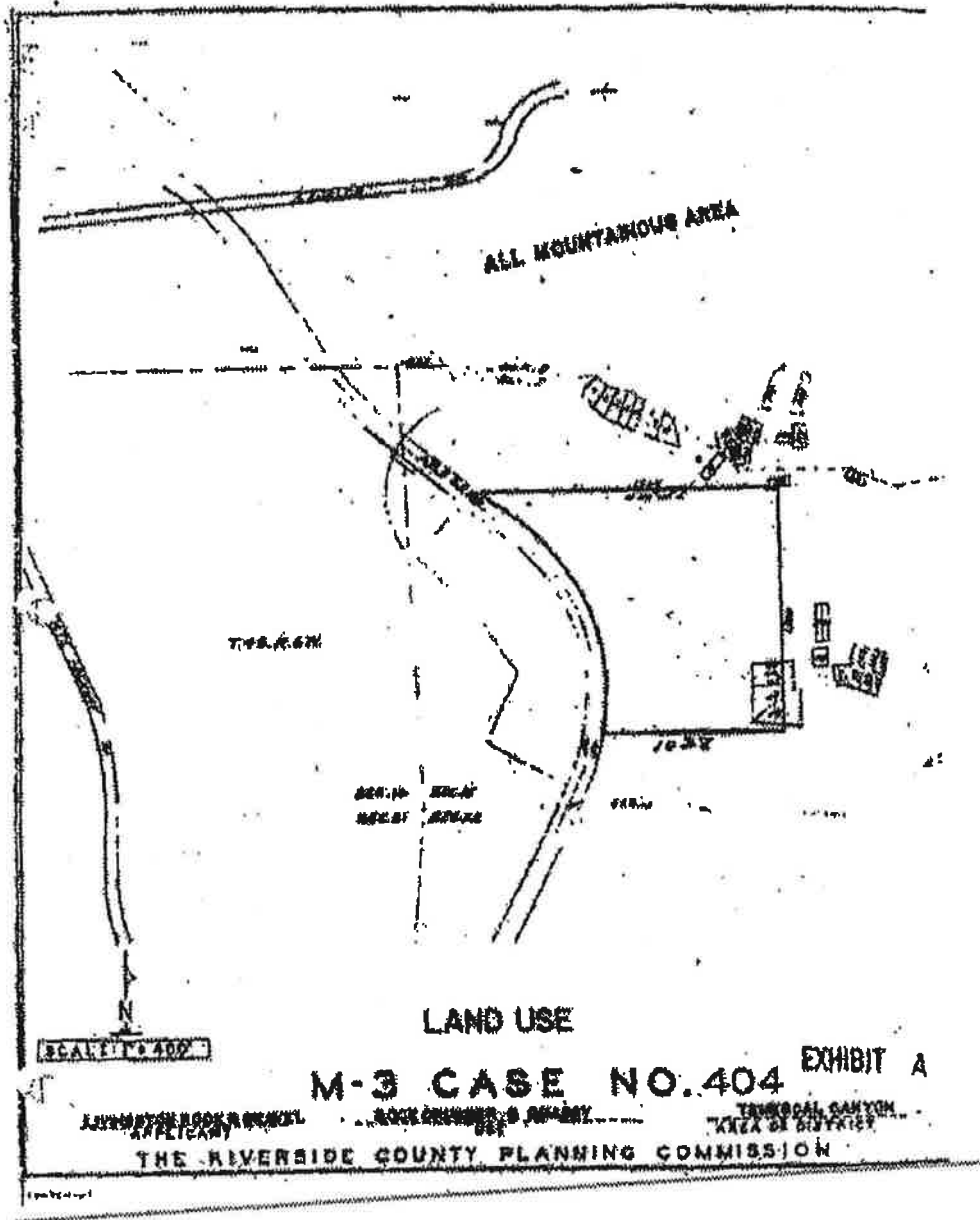
Upon consideration of the foregoing Stipulated Settlement Agreement and good cause appearing therefor,

IT IS HEREBY ORDERED that the terms and provisions of the Stipulated Settlement Agreement shall be the Order of the Court in this case. The Court retains jurisdiction, pursuant to the terms of the Settlement and Code of Civil Procedure section 684.8, to enforce the Settlement until performance in full of the terms of the Settlement has been completed.

DATED: 03.27 2004,

  
Honorable Robert G. Spitzer  
Judge of the Superior Court

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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

3 I am employed in the County of Riverside, State of California. I am over the age of  
4 18 years and not a party to the within action; my business address is 3610 14th Street,  
Riverside, CA 92501.

5 On October 22, 2004, I served a true copy of the within document described as  
6 STIPULATED SETTLEMENT AGREEMENT AND JUDGMENT THEREON on the  
interested parties in this action addressed as follows:

7 Dale A. Gardner, Deputy County Counsel  
8 OFFICE OF COUNTY COUNSEL  
9 COUNTY OF RIVERSIDE  
3536 Tenth Street, Suite 300  
Riverside, CA 92501-3674  
(909) 955-8300; FAX (909) 955-8322 and (909) 955-8303

10 (X) VIA MAIL - In accordance with the regular mail collection and processing practices  
11 of this business office, with which I am familiar, by means of which mail is deposited  
12 with the United States Postal Service at Riverside, CA, that same day in the  
ordinary course of business, I deposited such sealed envelope for collection and  
13 mailing on this same date following ordinary business practices.

14 ( ) PERSONAL - I caused such envelope to be delivered by hand to the offices of the  
addressee pursuant to C.C.P. §1011.

15 ( ) VIA OVERNIGHT DELIVERY - I caused such envelope to be delivered by hand to  
16 the office of the addressee via overnight delivery pursuant to C.C.P. §1013(c). Said  
document was deposited at the box regularly maintained by said express service  
17 carrier located at 14th and Orange Streets, Riverside, CA, on the date set forth  
above.

18 ( ) VIA FACSIMILE - I caused such document to be delivered to the office of the  
19 addressee via facsimile machine pursuant to C.C.P. §1013(a). Said document was  
transmitted from the office of Thompson & Colgate in Riverside, California, on the  
date set forth above.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct, and that I am employed in the office of a member of the bar  
of this Court at whose direction the service was made.

22 Executed on October 22, 2004 at Riverside, California.

23  
24   
25 Carmen Ventura Brunner  
26  
27  
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