

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

222



FROM: Economic Development Agency and Waste Management

SUBMITTAL DATE:

January 12, 2011


SUBJECT: First Amendment to Revenue Ground Lease at the Closed West Riverside Landfill

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the First Amendment to the Lease Agreement with Chester Timothy Adams; and
2. Authorize the Chairman of the Board to execute the agreement.

BACKGROUND: On September 29, 2009, the county entered into a Revenue Ground Lease at the closed West Riverside Landfill with Chester Timothy Adams for the purpose of developing and constructing an automobile race facility.

(Continued)



 Hans Kernkamp, General Manager – Chief
 Engineer, Waste Management Department



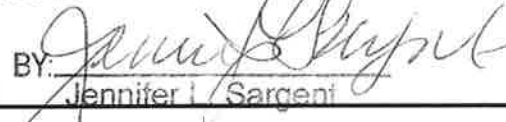
 Robert Field
 Assistant County Executive Officer/EDA
 By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: This lease is funded by Lessee and has no impact to county funds.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE


 BY: _____
 Jennifer I. Sargent
County Executive Office Signature

Policy Policy

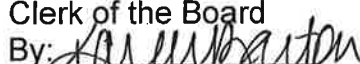
Consent Consent

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: January 25, 2011
 xc: EDA, Waste

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: 10.3 of 5/23/00; 3.43 of 9/29/09 | **District:** 2 | **Agenda Number:**

3.13

FORM APPROVED BY COUNTY COUNSEL
BY: Cynthia M. Gunzel
SYNTHIA M. GUNZEL
Departmental Concurrence

BACKGROUND: (Continued)

This first amendment represents a change in use as requested by Mr. Adams. The landfill property will be utilized for the purpose of developing and operating an Alternative Energy Facility consistent with all applicable regulatory and legal requirements for closure and post-closure usage and removes the proposed automobile race facility use. In addition, the Economic Development Agency (EDA) has determined that this amendment is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061, subdivision (b)(3), and 15262. EDA shall file a Notice of Exemption within 72 hours of County approval of this amendment. The project proponent will be responsible for CEQA compliance for development of the proposed Alternative Energy Facility. County Counsel has reviewed and approved as to form and staff recommends approval of the first amendment to the lease agreement.

FINANCIAL DATA:

There is no Financial Data associated with this first amendment to revenue ground lease.

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FIRST AMENDMENT TO GROUND LEASE
Chester Timothy Adams and County of Riverside
on behalf of Waste Management Department

This FIRST AMENDMENT TO LEASE ("First Amendment") is made as of January 25, 2011 by and between the **COUNTY OF RIVERSIDE, a political subdivision of the State of California** herein called ("County"), and **CHESTER TIMOTHY ADAMS, ("Lessee")**.

1. Recitals.

a. County and Chester Timothy Adams, entered into that certain lease dated September 29, 2009, (the "Original Lease") pursuant to which County leased eighty (80) acres of County-owned Land situated on the inactive West Riverside landfill site, which is located in an Unincorporated County area of Riverside County, California as more particularly described as Assessor's Parcel Numbers 178-281-006, 178-290-003, 178-290-006 and 178-290-013 on Exhibits B-1 (Legal Description) and B-2 (Parcel map) as more particularly shown on Exhibit A (Site map), all of which were attached to the Original Lease and are also attached hereto by this reference and made a part of this First Amendment.

b. The Original Lease, as heretofore, currently, or hereafter amended, shall hereafter be referred to as the "Lease".

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

2. Capitalized Terms: First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined the Lease, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof. The Lease remains in full force and effect except to the extent amended by this First Amendment.

3. Use. Section 2.a of the Original Lease shall be amended as follows:

i. In lieu of the automobile race facilities use specified throughout the Original Lease, the Premises are leased hereby for the exclusive purpose of developing and operating an Alternative Energy Facilities consistent with all applicable regulatory and legal requirements for closure and post-closure usage. All other references to "automobile race facilities" in the Original Lease shall be replaced with "Alternative Energy Facilities".

4. Lease Payments Section 4 of the Lease shall be revised as follows:

a. **Alternative Energy Facility:** LESSEE shall pay to COUNTY the sum of Five Hundred Dollars (\$500.00) per month. In addition to this monthly rent, LESSEE shall pay the COUNTY five percent (5%) of all gross revenues received by LESSEE from Alternative Energy facilities operations. Gross Revenues shall be defined as all forms of compensation which are received from any source by LESSEE including, but not limited to private or non-

1 profit companies, governmental agencies, utility companies or districts, the public, or other
2 related third parties. LESSEE shall provide the COUNTY a monthly statement of gross
3 revenues received together with the payment. LESSEE shall utilize the monthly statement
4 template as set forth in Exhibit F, attached hereto and made a part of this First Amendment.

5 b. Notwithstanding the provisions of Section 4(a) herein, the monthly
6 rent shall be increased on each anniversary of this Lease by an amount equal to three
7 percent (3%) of such monthly rental.

8 c. Upon COUNTY's request, LESSEE shall make available and provide
9 COUNTY access to all accounting records for review and determination of Total Gross
10 Revenues.

11 d. COUNTY shall provide thirty (30) days written notice to LESSEE that
12 COUNTY requires an audit of LESSEE'S records for the purpose of auditing the Gross
13 Revenues received by LESSEE. LESSEE shall provide COUNTY with a date, time and
14 location when and where COUNTY can meet to review LESSEE'S records. Records shall be
15 defined as including but not limited to accounting reports, operating statements, cash flow
16 statements, receipts, bank account statements and records, tax returns, and other related
17 accounting records. LESSEE'S failure to respond to COUNTY'S notice as set forth in this
18 paragraph or failure to provide said records shall be deemed a default of this agreement and
19 subject to Termination as set forth in Paragraph 17 in the Original Lease.

20 e. All lease payments shall be payable, in advance, on the first day of the
21 month, provided, however, in the event lease payment for any period during the term hereof
22 which is for less than one (1) full calendar month said lease payment shall be pro-rated based
23 upon the actual number of days of said month. The first monthly lease payment shall be
24 payable on the first day of the nineteenth (19th) month after full execution of the original Lease.

25 **5. Notices.** Section 23 of the Lease shall be amended as follows:

COUNTY:
Economic Development Agency
County of Riverside
3403 Tenth Street, Suite 500
Riverside, California 92501

6. Except as modified or supplemented by this First Amendment to Lease, all provisions of this Lease shall remain in full force and effect.

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7. This First Amendment to Lease shall not be binding or consummated until its approval by the Board of Supervisors of Riverside County.

IN WITNESS WHEREOF, this First Amendment to Lease has been executed and is effective on the date the Board of Supervisors takes action on it.

Dated: 7/6/2010

LESSEE:

By: Chester T. Adams
Chester Timothy Adams

RECOMMENDED FOR APPROVAL:

By: Vincent Yzaguirre
Vincent Yzaguirre
Deputy Director of Real Estate

By: Hans W. Kernkamp
Hans W. Kernkamp
General Manager-Chief Engineer
Waste Management Department

COUNTY OF RIVERSIDE

By: Bob Buster
Bob Buster, Chairman
Board of Supervisors

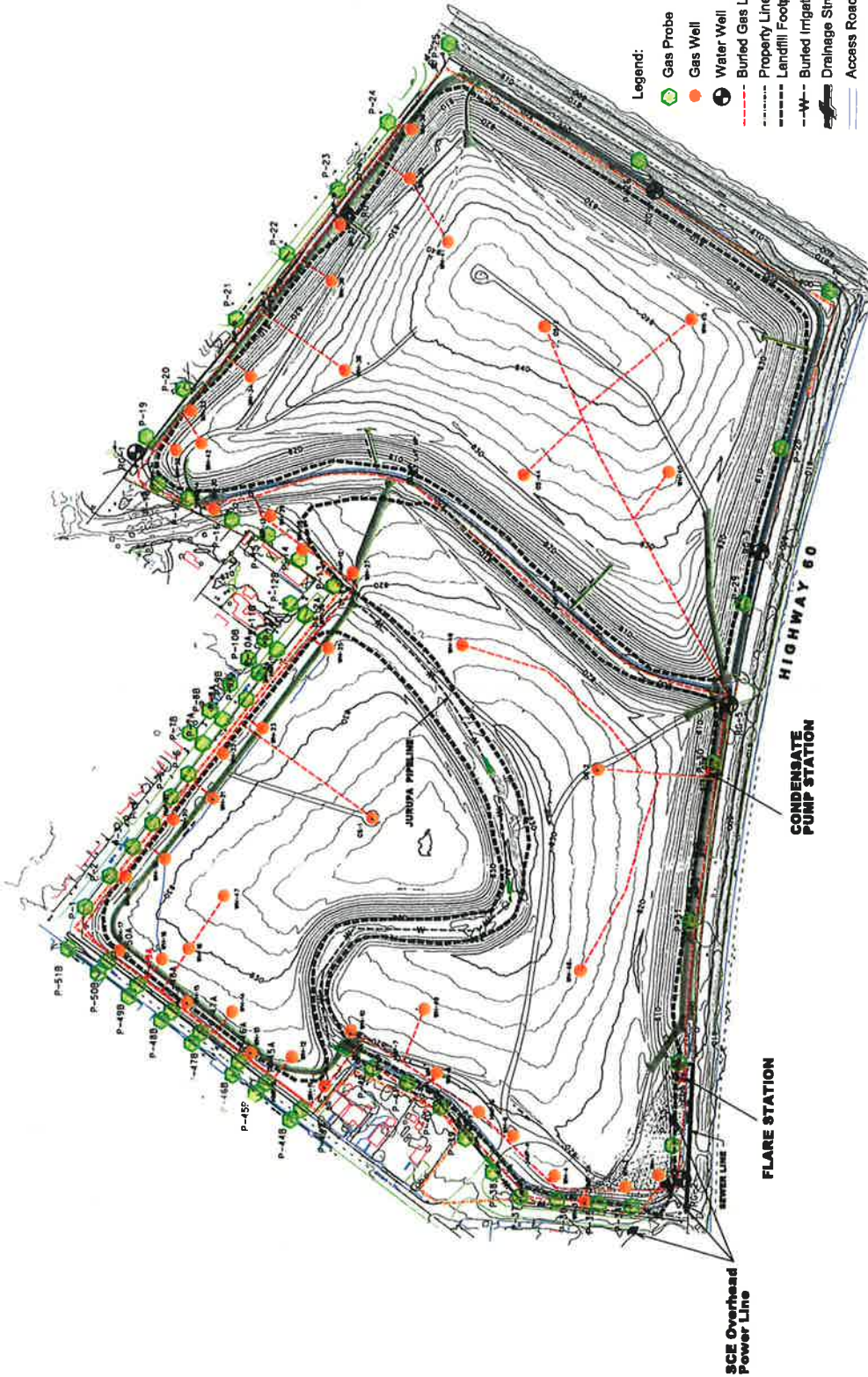
ATTEST:
Kecia Harper-Ihem
Clerk of the Board


By: [Signature]
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

TW:jw
05/17/10
Proj No.
13.343





Riverside County
Waste Management Department

Ground Lease between Riverside County and Tim Adams
 West Riverside Sanitary Landfill
Site Map
 Exhibit A

File: eng/sites/west_riverside/gokart_race/track/lease map 01212009/wr_exh_A_sitemap.dgn
 Date: April 28, 2010
 Photo Date: Oct. 2005
 Scale: 1"=400'

Ground Lease between Riverside County and Tim Adams
West Riverside Sanitary Landfill

EXHIBIT "B-1"
LEGAL DESCRIPTION OF WEST RIVERSIDE LANDFILL

Parcel 1- (APN 178-290-003):

Being a portion of Lot 2 of the Amended Map of the West Riverside Subdivision recorded in Map Book 4, Page n, records of Riverside County, California as shown on Record of Survey Book 96. Pages 2 through 5, inclusive, records of Riverside County, California, described as follows:

Beginning at the intersection of the Southwesterly right of way of 26th Street and the Northerly line of Lot "D", as shown on said Record of Survey;

Thence South 52° 30' 50" West along said Northerly line of Lot "D", 640.84 feet;

Thence North 88° 37' 10" West along said Northerly line of Lot "D", 300.00 feet;

Thence North 01° 06' 10" West along said Northerly line of Lot "D", 375.29 feet;

Thence North 54° 50' 10" West along said Northerly line of Lot "D", 115.00 feet;

Thence South 84° 22' 50" West along said Northerly line of Lot "D", 265.00 feet;

Thence South 26° 22' 50" West along said Northerly line of Lot "D", 67.08 feet, to a point on the Southwesterly line of that property described in Instrument No. 58017, recorded March 2, 1987, in the office of the County Recorder, records of Riverside County, California:

Thence North 52° 38' 14" West along said Southwesterly line of that property described in Instrument No. 58017 and parallel with the Southwesterly line of said Lot 2, 22.86 feet, to a point on the Northwesterly line of that property described in said Instrument No. 58017;

Thence North 37° 21' 46" East along said Northwesterly line of that property described in Instrument No. 58017, 6.50 feet, to a point on the Northeasterly line of that property described in said Instrument No. 58017;

Thence North 52° 38' 14" West along said Northeasterly line of that property described in Instrument No. 58017, 97.00 feet. to a point on the Northwesterly line of said Lot 2, said point also being on the Southeasterly right of way of Hall Avenue. as shown on said Record of Survey;

Thence North 37° ~ 1' 46" East along said Southeasterly right of way of Hall Avenue, 748.20 feet, to a point on said Southwesterly right of way of 26th Street;

Thence South 52° ~9' 10" East along said Southwesterly right of way of ~6th Street. 1059.56 feet. to the Point of Beginning.

Parcel 2 – (APN 178-290-006 and 178-290-013):

Being a portion of Lot "A" and Lot ~ of the Amended Map of the Indian Hill Tract, recorded in Map Book 1a, Page 3, records of Riverside County, California, as shown on Record of Survey Book 96, Pages 2 through 5, inclusive, records of Riverside County, California, described as follows:

Beginning at the most Easterly corner of Lot "D", as shown on said Record of Survey;

Thence North 41° 34' 36" East 33.09 feet, to a point on the Northeasterly right of way of 26th Street, as shown on said Record of Survey;

Thence North 52° 29' 10" West along said Northeasterly right of way of 26th Street, 28.91 feet;

Thence North 37° 28' 47" East 200.92 feet;

Thence North 52° 25' 03" West 18.18 feet;

Thence North 25° 54' 17" East 334.48 feet;

Thence South 52° 25' ~6" East 1279.31 feet, to a point on the Northwesterly right of way of the Santa Ana River, as shown on said Record of Survey;

Thence South 31° 32' 32" West along said Northwesterly right of way of the Santa Ana River, 1130.03 feet, to a point on the Northerly right of way of State Highway 60, as shown on said Record of Survey, said point also being the beginning of a non-tangent curve, concave Southerly, having a radius of 7624.88 feet, to which a radial bears North 18° 06' 06" East:

Thence Westerly along the arc of said curve and said Northerly right of way of State Highway 60, 531.84 feet, through a central angle of 03° 59' 47", to the beginning of a compound curve, concave Southerly, having a radius of 6499.90 feet;

Thence Westerly along the arc of said curve and along said Northerly right of way of State Highway 60, 766.95 feet, through a central angle of 06° 45' 38":

Thence North 82° 39' 19" West along said Northerly right of way of State Highway 60, 150,55 feet to the beginning of a curve, concave Southerly, having a radius of 3749,94 feet;

Thence Westerly along the arc of said curve and along said Northerly right of way of State Highway 60, 354,01 feet, through a central angle of 05° 24' 32";

Thence North 88° 03' 51" West along said Northerly right of way of State Highway 60, 338, 10 feet, to a point on the Northeasterly 22 foot right of way of 28th Street, as shown on said Record of Survey;

Thence North 52° 28' 38" West along said Northeasterly 22 foot right of way of 28th Street, 90,66 feet, to a point on the Southerly boundary of Blocks 12 and 13, as shown on Map Book 5, Page 116, records of Riverside County, California, also shown on said Record of Survey;

Thence North $41^{\circ} 04' 57''$ East along said Southerly boundary, 11.02 feet, to a point on the Northeasterly 33 foot right of way of 28th Street, as shown on said Record of Survey; Thence North $52^{\circ} 28' 38''$ West along said Northeasterly 33 foot right of way of 28th Street, 90.83 feet, to a point on the Southerly line of Lot "D", as shown on said Record of Survey, said point also being the most Westerly corner of said Lot "D";

Thence North $07^{\circ} 35' 22''$ East along said Southerly line of Lot "D", 312.64 feet;

Thence North $50^{\circ} 25' 22''$ East along said Southerly line of Lot "D", 295.40 feet;

Thence North $22^{\circ} 40' 22''$ East along said Southerly line of Lot "D", 213.28 feet;

Thence North $67^{\circ} 19' 38''$ West along said Southerly line of Lot "D", 1.80 feet, to the beginning of a non-tangent curve, concave Southeasterly, having a radius of 347.00 feet, to which a radial bears North $67^{\circ} 19' 38''$ West;

Thence Northeasterly along the arc of said curve and along said Southerly line of Lot "D", 38.66 feet, through a central angle of $06^{\circ} 23' 00''$, to the beginning of a compound curve, concave Southeasterly, having a radius of 49.00 feet;

Thence Northeasterly along the arc of said curve and along said Southerly line of Lot "D", 44.66 feet, through a central angle of $52^{\circ} 13' 00''$, to which a radial bears North $08^{\circ} 43' 38''$ West;

Thence North $83^{\circ} 47' 22''$ East along said Southerly line of Lot "D", 177.15 feet, to the beginning of a curve, concave Southwesterly, having a radius of 109.00 feet;

Thence Southeasterly along the arc of said curve and along said Southerly line of Lot "D", 102.32 feet, through a central angle of $53^{\circ} 47' 00''$, to the beginning of a compound curve, concave Westerly, having a radius of 69.00 feet;

Thence Southerly along the arc of said curve and along said Southerly line of Lot "D", 55.80 feet, through a central angle of $46^{\circ} 20' 00''$, to which a radial bears South $86^{\circ} 05' 38''$ East;

Thence South $04^{\circ} 16' 22''$ West along said Southerly line of Lot "D", 239.97 feet, to the beginning of a curve, concave Easterly, having a radius of 174.00 feet;

Thence Southerly along the arc of said curve and along said Southerly line of Lot "D", 84.02 feet, through a central angle of $27^{\circ} 40' 00''$, to the beginning of a compound curve, concave Northeasterly, having a radius of 95.00 feet;

Thence Southeasterly along the arc of said curve and along said Southerly line of Lot "D", 101.81 feet, through a central angle of $61^{\circ} 24' 00''$, to which a radial bears South $05^{\circ} 12' 22''$ West;

Thence South $84^{\circ} 55' 38''$ East along said Southerly line of Lot "D", 147.14 feet;

Thence North $82^{\circ} 36' 22''$ East along said Southerly line of Lot "D", 99.60 feet;

Thence North 63° 08' 22" East along said Southerly line of Lot "D", 70.50 feet;

Thence North 57° 14' 22" East along said Southerly line of Lot "D", 94.30 feet;

Thence North 54° 23' 22" East along said Southerly line of Lot "D", 188.88 feet;

Thence North 52° 08' 22" East along said Southerly line of Lot "D", 129.50 feet;

Thence North 41° 34' 36" East along said Southerly line of Lot "D", 239.54 feet, to the Point of Beginning.

Parcel 3 – (APN 178-281-006):

Being a portion of Lot "C" of the Amended Map of the Indian Hill Tract. recorded in Map Book 10, Page 3. records of Riverside County, California. as shown on Record of Survey Book 96. Pages 2 through 5, inclusive. records of Riverside County, California. described as follows:

Beginning at the most Southwesterly corner of Lot "C", as shown on said Record of Survey, said point also being the intersection of the Easterly right of way of Turbine Street and the Northerly line of Lot "D", as shown on said Record of Survey;

Thence North 03° 26' 43" West along said Easterly right of way of Turbine Street, 175.29 feet, to a point on the Southeasterly right of way of Hail Avenue, as shown on said Record of Survey;

Thence North 37° 21' 46" East along said Southeasterly right of way of Hall Avenue, 58.95 feet, to a point on the Southwesterly line of Instrument No. 77775, recorded July 15, 1971, in the office of the County Recorder, records of Riverside County, California, as shown on said Record of Survey;

Thence South 52° 38' 14" East along said Southwesterly line of Instrument No. 77775, 163.13 feet, to a point on said Northerly line of Lot "D", as shown on said Record of Survey;

Thence South 51° 35' 17" West along said Northerly Line of Lot "D", 197.68 feet, to the Point of Beginning.

The hereinabove described parcels are shown on Exhibit "B-2".

RUBIDOUX BLVD

24TH ST

VIA CERRO

FALOMA RD

BELL AVE

26TH ST

EL RIO AVE

Parcel 3
(APN 178-281-006)

Parcel 1
(APN 178-290-003)

(APN 178-290-013)

Jurupa Ditch Co.

Parcel 2
(APN 178-290-006)

28TH ST

RAZOR WAY

TURBINE ST

HALL AVE

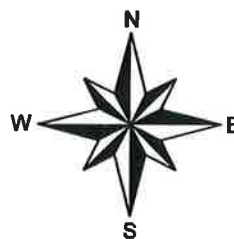
SH-60

MARKET ST

WALLACE ST

SH-60

T2S R5W



Ground Lease between Riverside County and Tim Adams
West Riverside Sanitary Landfill (Closed)
Exhibit "B-2"

This map is for graphical purpose only

Date: April 28, 2010

Not To Scale



Riverside County

Waste Management Department

**Ground Lease between Riverside County and Tim Adams
EXHIBIT "F"**

MONTHLY GROSS INCOME STATEMENT

TENANT: _____
LEASE NO: _____
FOR THE MONTH OF: _____

GROSS REVENUE RECEIVED \$ _____
OTHER INCOME \$ _____

TOTAL AMOUNT \$ _____

FIVE PERCENT (5%) DUE TO COUNTY: _____

TOTAL PAYABLE TO COUNTY: \$ _____

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

Signed: _____
(Lessee)

Date: _____

Print: _____
(Lessee)