

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.

Bob Buster
1st District Supervisor

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 16, 2012
xc: Supvr. Buster, Planning, Co.Co.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. ref.

Dist. 1/1

AGENDA NO.

3.60

1 THOMPSON & COLEGATE LLP
2 ATTORNEYS AT LAW
3 3618 FOURTEENTH STREET
4 P.O. BOX 1799
5 RIVERSIDE, CA 92503
6 (951) 943-0350
7 (951) 781-8812 FAX

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 28 2004

8 John A. Boyd - SEN 089384

9 Attorneys for Defendants, PAUL HUBBS
10 CONSTRUCTION CO., and LUCILLE M. HUBBS

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF RIVERSIDE

13 COUNTY OF RIVERSIDE, a political
14 subdivision of the State of California.

15 Plaintiff,

16 vs.

17 PAUL HUBBS CONSTRUCTION
18 COMPANY, INC., LUCILLE M. HUBBS,
19 and DOES 1 through 100, Inclusive,

20 Defendants.

CASE NO. RJC 087195
Action Filed: January 6, 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

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

26 **RECITALS**

27 A. Defendant LUCILE M. HUBBS, Trustee, of the Paul J. Hubbs and Lucile M.
28 Hubbs Survivor's Trust, under Trust dated 5/26/92 is the owner of that certain real property
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;
2 281-160-021; 281-140-021; 281-140-027; 281-123-013; and 281-230-036) 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 agrees 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 reclaim 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, the
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 387 195).

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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.

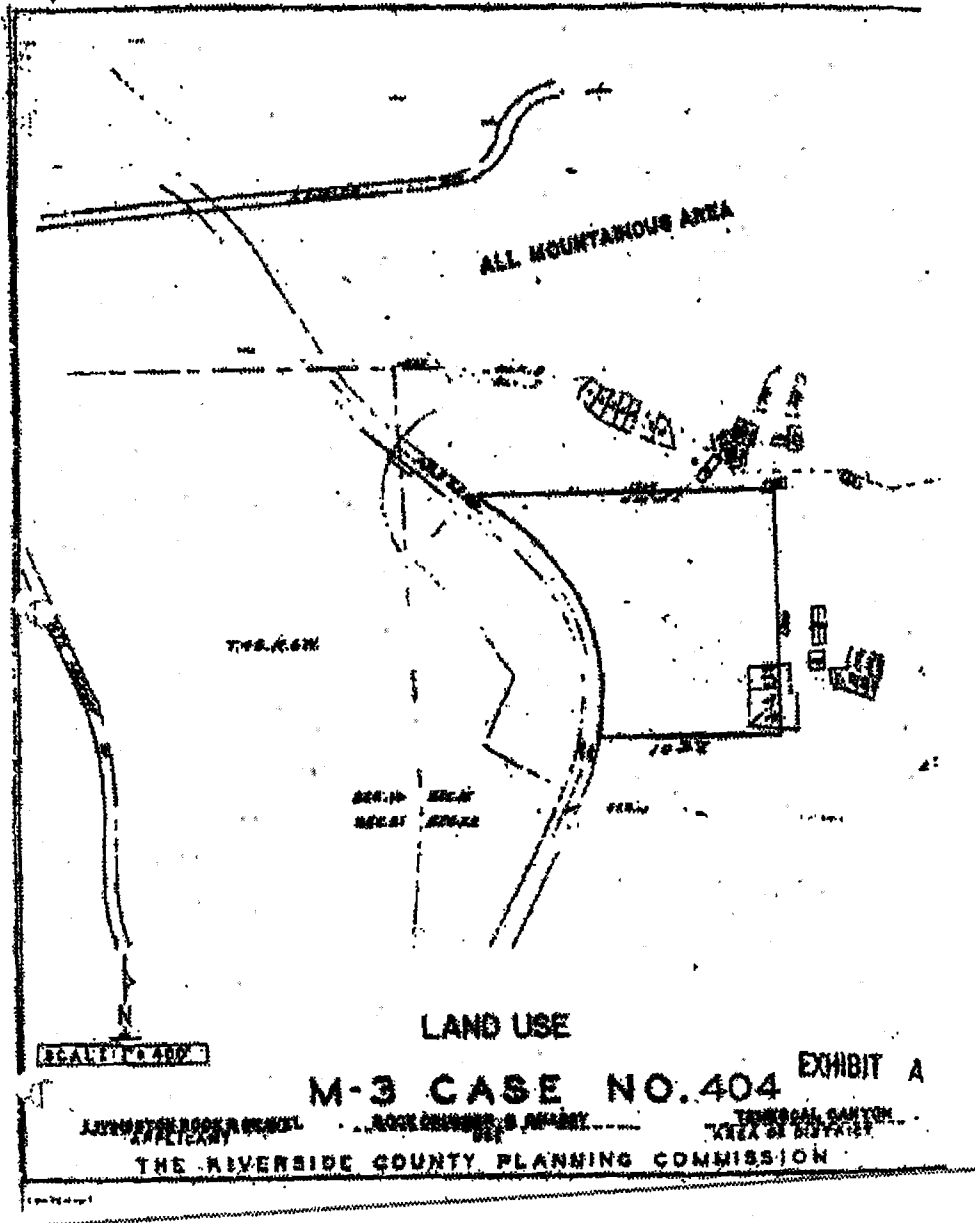
11
12
13 Dated: 9/24, 2004. PAUL HUBBS CONSTRUCTION COMPANY, INC.
14
15 By: Jay Hubbs
16 Jay Hubbs, President

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18 Dated: 9/22, 2004. By: Lucas Hubbs
19 Lucas Hubbs, Treasurer

20
21
22 Dated: 9/22, 2004. Lucas M. Hubbs
23 Lucas M. Hubbs, Trustee, Paul J. Hubbs
24 and Lucille M. Hubbs Survivors Trust, under Trust
dated 5/26/82

25 Dated: 9/23, 2004. COUNTY OF RIVERSIDE
26
27 By: Ed Michells
28 Ed Michells
Director, Department of Building and Safety
Deputy Director of Code Enforcement

STIPULATED SETTLEMENT AGREEMENT AND JUDGMENT THEREON



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 3810 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
3636 Tenth Street, Suite 300
Riverside, CA 92501-3674
(909) 955-6300; FAX (909) 955-6322 and (909) 955-6303

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(e). 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
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