

FORM APPROVED COUNTY COUNSEL
 BY: *Shirley D. Valle* 12-8-15
 ANITA C. WILLIS DATE

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

163A



FROM: Department of Waste Resources

SUBMITTAL DATE:
 December 2, 2015

SUBJECT: Second Amendment to Access Easement Agreement between the County of Riverside and Lockheed Martin Corporation [\$0 – Waste Resources Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Second Amendment to the Access Easement Agreement providing a one year extension of the Management Period as defined in the Access Easement Agreement and granting Additional Easement Areas, and further providing for five one year extensions upon approval by the General Manager-Chief Engineer of the Department of Waste Resources if requested by Grantee; and
2. Authorize the Chairman of the Board to execute the Second Amendment to Access Easement Agreement on behalf of the County.

**BACKGROUND:
 Summary**

(continued)

[Signature]
 Hans Kernkamp
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: _____ **Budget Adjustment:** _____
 For Fiscal Year: _____

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 15, 2015
 xc: Waste

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

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

12-30

A-30 Positions Added
 4/5 Vote Change Order

Departmental Concurrence

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

FORM 11: Second Amendment to Access Easement Agreement between the County of Riverside and Lockheed Martin Corporation [\$0 – Waste Resources Enterprise Funds]

DATE: December 2, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

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.

The Management Period provides LMC with additional authority by 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. In 2009, the Board approved a six-year extension to the Management Period which ends on December 31, 2015. The environmental work performed by LMC is ongoing and LMC has requested an additional six-year extension and the inclusion of Additional Easement Areas in order to further continue environmental investigations, monitoring and remedial activities. The inclusion of additional easements is contemplated and acknowledged by both parties in the original Access Easement Agreement pursuant to County's consent. Staff recommends the inclusion of these areas depicted on Figure 1 of the Second Amendment.

In order to retain flexibility for the County, staff also 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.

Impact on Citizens and Businesses

No impact on Citizens or Businesses

**SECOND AMENDMENT TO ACCESS EASEMENT
(LMC Beaumont Site 2)**

THIS SECOND AMENDMENT TO ACCESS EASEMENT ("*Amendment*") is made on December 15, 2015, between **RIVERSIDE COUNTY**, a political subdivision of the State of California ("*Grantor*") and **LOCKHEED MARTIN CORPORATION**, a Maryland corporation ("*Grantee*").

RECITALS

A. Grantor and Grantee entered into an Access Easement; Environmental Restriction dated December 19, 2006, and recorded on May 3, 2007 as Document no. 299925 in the Land Records of Riverside County, California, as amended by First Amendment to Access Agreement dated December 8, 2009 (collectively, "*Original Easement*") covering real property in Riverside County more particularly described in the Original Easement.

B. 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.

C. The term of the Management Period defined in the Original Easement as previously amended and extended expires December 31, 2015.

D. Grantor and Grantee desire to amend the Original Easement to further extend its term and to include Additional Easement Areas, all as more particularly set forth in this Amendment.

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; Schedules; Defined Terms. The Recitals and attached Schedule are incorporated into 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 agree that the Management Period is extended through December 31, 2016. Grantee may request 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. Additional Easement Areas. Pursuant to Section 2 of the Original Easement, those Additional Easement Areas depicted on Schedule 1 attached to and made a part of this Amendment shall be added to the Easement Area. From and after the date of this Amendment, in each instance within the Original Easement wherein reference is made to the Easement Area, the same shall be construed to include those Additional Easement Areas depicted on Schedule 1 attached.

IN WITNESS WHEREOF, 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

BY: Marion Ashley
Printed Name: MARION ASHLEY
Title: CHAIRMAN, BOARD OF SUPERVISORS

APPROVED COUNTY COUNCIL
BY: Neal R. Kipnis
DATE: 7/28/2010

ATTEST:

KECIA HARPER-IHEM, Clerk

By: Kecia Harper-Ihem
DEPUTY

LOCKHEED MARTIN CORPORATION

By: LMC Properties, Inc., Attorney-In-Fact under Irrevocable Power of Attorney Effective July 28, 2010

Cheryl Lewister

BY: Thomas M Green
Printed Name: Thomas M Green
Title: Sr. Manager - Real Estate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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On December 15, 2015, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

STATE OF MARYLAND)

COUNTY OF Howard)

On 3rd December, 2015, before me Petra Ann R.H. Liverpool a Notary Public in and for the State and County aforesaid, personally appeared Thomas M. Green, known to me or satisfactorily proven to be the individual whose name is subscribed above, who acknowledged himself/herself to be the Sr. Manager, Real Estate 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 July 28, 2010, and that he/she, as such Sr. Manager, Real Estate, 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 Sr. Manager, Real Estate

WITNESS my hand and official seal.

Signature: Petra Ann R.H. Liverpool (Seal)
Notary Public

My commission expires: December 22, 2018

