

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



FROM: Waste Resources

SUBMITTAL DATE:
September 21, 2016

SUBJECT: Resolution No. 2016-154, Authorization to Establish a Restrictive Covenant Affecting County Owned Fee Interest in Real Property, Commonly Known as the Badlands Landfill, in the Unincorporated Area of the County of Riverside, State of California, Identified within a Portion of Assessor's Parcel Number 413-140-023, District 5, [\$0 – Department of Waste Resources Enterprise Funds], CEQA Finding of Nothing Further Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in adopted Environmental Assessment/Mitigated Negative Declaration (EA/MND) No. 39813, prepared for the Badlands Landfill Solid Waste Facility Permit Revision project (SCH No. 2005041040); and
2. Adopt Resolution No. 2016-154, Authorization to Establish a Restrictive Covenant Affecting County Owned Fee Interest in Real Property, Commonly Known as the Badlands Landfill, In the Unincorporated Area of the County of Riverside, State of California, Identified within A Portion of Assessor's Parcel Number 413-140-023; and

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment:	
			For Fiscal Year: 16/17	


C.E.O. RECOMMENDATION: [CEO use]

Continued to Page 2

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Washington 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: October 4, 2016
 xc: Waste

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

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

Page 2

RECOMMENDED MOTIONS (Continued):

3. Approve the Declaration of Restrictive Covenants and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County to complete the establishment of the Restrictive Covenant; and
4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources, or his designee, to execute any other documents necessary for the establishment of the Restrictive Covenant; and
5. Direct the Clerk of the Board to return the Declaration of Restrictive Covenants to the Department of Waste Resources upon execution by the Chairman of the Board.

Policy

BACKGROUND:

Summary

On 9/13/16, the Board of Supervisors adopted Resolution No. 2016-153 for the Notice of Intention (NOI) to establish a Restrictive Covenant at the Badlands Landfill. The NOI identified that a restrictive covenant shall be established as part of the mitigation for construction of a southwest sedimentation basin at the Badlands Landfill, for which the development of said basin was assessed under EA/MND No. 39813, prepared for the Badlands Landfill Solid Waste Facility Permit Revision project (SCH No. 2005041040). The sedimentation basin was constructed in 2008 and the proposed Restrictive Covenant meets the mitigation and permit conditions established for the development of the sedimentation basin.

Resolution No. 2016-154 has been approved as to form by County Counsel.

California Environmental Quality Act (CEQA) Findings

Regarding the proposed authorization to establish a Restrictive Covenant affecting County-owned fee simple interests in real property at the Badlands Landfill, it was determined that nothing further is required because all potentially significant effects of the Project have been fully analyzed in an earlier adopted Environmental Assessment (EA) Mitigated Negative Declaration (MND) EA/MND No. 39813 (SCH No. 2005041040), and have been avoided or mitigated to less than significant pursuant to that earlier EA/MND. The potential environmental effects of the Badlands Landfill Solid Waste Facility Permit Revision, including the addition of a permanent sedimentation basin, were fully studied in the adopted EA/MND. Based upon the findings incorporated therein, the Board of Supervisors adopted the EA/MND and Mitigation Monitoring Program, which were approved on May 24, 2005, Agenda Item No. 12.4. The Project will not result in any new significant environmental effects not identified in the adopted EA/MND; the actions will not substantially increase the severity of the environmental effects identified in the EA/MND; and no additional mitigation measures have been identified. As a result, no further environmental documentation is required pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).

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

Page 3

A Notice of Determination (NOD) will be filed with the County Clerk upon Project approval.

Impact on Residents and Businesses

There will be no impact on residents or businesses.

SUPPLEMENTAL

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

1. Resolution No. 2016-154
2. Declaration of Restrictive Covenants

**RESOLUTION NO. 2016-154
AUTHORIZATION TO ESTABLISH A RESTRICTIVE COVENANT
AFFECTING COUNTY OWNED FEE INTEREST IN REAL PROPERTY
COMMONLY KNOWN AS THE BADLANDS LANDFILL
IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, IDENTIFIED WITHIN A PORTION OF
ASSESSOR'S PARCEL NUMBER 413-140-023**

WHEREAS, the County of Riverside ("County") is the owner of certain real property located in the unincorporated area of Riverside County, State of California, consisting of approximately 16.2 acres, identified within a portion of Assessor's Parcel Number 413-140-023, commonly known as the Badlands Landfill, (the "Property"), more particularly described in the Legal Description in "Exhibit A", attached hereto and by this reference incorporated herein; and

WHEREAS, the County Department of Waste Resources ("Department") operates the Badlands Landfill, located adjacent to the area depicted on the Badlands Cycle Park Preservation Area exhibit (herein referred to as "Exhibit B"), identified in the attached Restrictive Covenant; and

WHEREAS, on May 24, 2005, M.O. 12-4, the County Board of Supervisors adopted a Mitigated Negative Declaration ("MND") for the Badlands Landfill Solid Waste Facility Permit Revision Environmental Assessment No. 39813, which analyzed the addition of a sedimentation basin, among other improvements, at the Badlands Landfill and approved the Solid Waste Facility Permit Revision for the Badlands Landfill; and

WHEREAS, the Conceptual Habitat and Hydrology Mitigation Monitoring Plan ("HMMP") submitted as part of an application for a Streambed Alteration Agreement ("SAA") with California Department of Fish and Wildlife ("CDFW"), addressed the loss of 0.64 acres of jurisdictional waters under the control of the CDFW; and

WHEREAS, the HMMP proposed mitigation, including the permanent preservation of 1.02 acres of streambed and vegetated area in the northwest portion of Badlands Landfill by establishing a restrictive covenant over the Property; and

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 9-19-16
DATE
SYNTHIA M. GUNZEL

1 **WHEREAS**, all the procedures of the California Environmental Quality Act
2 (“CEQA”) have been satisfied and evaluated in accordance with CEQA and the County’s
3 implementing procedures; and

4 **WHEREAS**, on September 13, 2016, the County Board of Supervisors adopted
5 Resolution No. 2016-153 to provide the notice of intention of the County’s desire to establish a
6 Restrictive Covenant affecting the Property; and

7 **WHEREAS**, establishing a Restrictive Covenant was reviewed and determined that
8 nothing further is required under CEQA because it was adequately assessed in Badlands Landfill
9 Solid Waste Facility Permit Revision Environmental Assessment No. 39813, for which the
10 Board adopted a MND;

11 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by
12 the Board of Supervisors of the County of Riverside, California, in regular session assembled
13 on October 4, 2016, at, or soon thereafter, 9:00 a.m., in the meeting room of the Board of
14 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
15 Riverside, California, based upon review of the evidence and information presented on the
16 matter, as it relates to the establishment of a Restrictive Covenant, this Board authorizes the
17 establishment of a Restrictive Covenant on the following described real property: Certain real
18 property located in the Unincorporated Badlands Landfill Area, County of Riverside, State of
19 California, identified with Assessor’s Parcel Number 413-140-023, more particularly described
20 in Exhibit A and depicted in Exhibit B, attached hereto and thereby made a part hereof, by
21 approving that certain Declaration of Restrictive Covenants, attached hereto.

22 **BE IT FURTHER RESOLVED and DETERMINED** that the Chairman of the Board
23 of Supervisors of the County of Riverside is authorized to execute the Declaration of
24 Restrictive Covenants on behalf of the County.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the General Manager-
26 Chief Engineer of the Department of Waste Resources or his designee, is authorized to execute
27 any other documents to complete this transaction.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

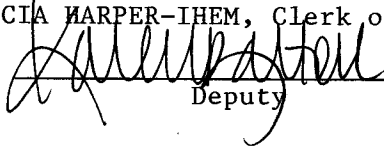
KECIA HARPER-IHEM, Clerk of said Board
By  Deputy

EXHIBIT A

Legal Description

A portion of Section 32, Township 2 South, Range 2 West, described as follows:

Beginning at the Northwest corner of Section 32,

Thence N. 89°25'04" E., a distance of 2,781 feet to the true point of beginning:

Thence S. 12° 11' 30" E., a distance of 245 feet

Thence S. 46° 18' 43" W., a distance of 385 feet

Thence N. 40° 57' 53" W., a distance of 97 feet

Thence N. 61° 42' 15" W., a distance of 179 feet

Thence S. 37° 54' 59" W., a distance of 108 feet

Thence S. 51° 56' 09" E., a distance of 324 feet

Thence S. 17° 54' 04" E., a distance of 151 feet

Thence S. 59° 22' 47" W., a distance of 109 feet

Thence S. 88° 01' 28" W., a distance of 213 feet

Thence N. 57° 07' 12" W., a distance of 351 feet

Thence N. 73° 48' 52" W., a distance of 328 feet

Thence S. 07° 29' 34" W., a distance of 78 feet

Thence S. 71° 22' 16" E., a distance of 294 feet

Thence S. 54° 11' 39" E., a distance of 269 feet

Thence S. 32° 30' 24" E., a distance of 101 feet

Thence S. 41° 55' 22" W., a distance of 225 feet

Thence S. 65° 52' 01" W., a distance of 122 feet

Thence N. 51° 08' 29" W., a distance of 111 feet

Thence S. 64° 08' 47" W., a distance of 53 feet

Thence S. 17° 31' 52" E., a distance of 106 feet

Thence S. 66° 53' 57" E., a distance of 87 feet

Thence N. 83° 06' 39" E., a distance of 73 feet
Thence N. 69° 15' 34" E., a distance of 329 feet
Thence N. 00° 50' 36" E., a distance of 192 feet
Thence N. 84° 11' 26" E., a distance of 258 feet
Thence N. 70° 28' 34" E., a distance of 513 feet
Thence S. 14° 34' 56" E., a distance of 355 feet
Thence S. 27° 23' 57" E., a distance of 309 feet
Thence S. 68° 51' 15" E., a distance of 110 feet
Thence N. 08° 19' 38" E., a distance of 115 feet
Thence N. 26° 30' 35" W., a distance of 217 feet
Thence N. 16° 01' 58" W., a distance of 295 feet
Thence N. 05° 01' 15" W., a distance of 233 feet
Thence N. 57° 04' 58" E., a distance of 88 feet
Thence S. 42° 30' 42" E., a distance of 85 feet
Thence S. 60° 22' 04" E., a distance of 159 feet
Thence S. 15° 01' 07" E., a distance of 85 feet
Thence S. 23° 02' 39" E., a distance of 116 feet
Thence N. 62° 47' 23" E., a distance of 96 feet
Thence N. 07° 55' 19" W., a distance of 167 feet
Thence N. 42° 45' 18" W., a distance of 212 feet
Thence N. 46° 36' 01" W., a distance of 166 feet
Thence N. 25° 16' 06" E., a distance of 146 feet
Thence N. 27° 36' 55" W., a distance of 57 feet
Thence S. 75° 46' 40" W., a distance of 65 feet
Thence S. 49° 10' 57" W., a distance of 43 feet
Thence S. 33° 52' 18" W., a distance of 432 feet
Thence S. 74° 34' 48" W., a distance of 339 feet

Thence N. $22^{\circ} 54' 59''$ W., a distance of 154 feet

Thence N. $57^{\circ} 03' 32''$ E., a distance of 378 feet

Thence N. $27^{\circ} 09' 52''$ E., a distance of 246 feet

Thence N. $77^{\circ} 41' 34''$ E., a distance of 251 feet

Thence N. $07^{\circ} 03' 44''$ W., a distance of 96 feet



Thence S. $89^{\circ} 25' 04''$ W., a distance of 514 feet to the true point of beginning.

Containing 16.2 acres, more or less.

Streambed and Vegetated Areas

Drainage # (Linear Ft.)	CDFW Streambed Acres	CDFW Vegetated Acres	Total
1 (168)	0.008		0.008
2 (2,059)	0.258	0.052	0.310
3 (688)	0.087		0.087
4 (535)	0.059		0.059
5 (694)	0.108		0.108
6 (196)	0.018		0.018
7 (171)	0.014		0.014
8 (550)	0.034	0.123	0.157
9 (63)	0.009		0.009
10 (800)	0.015	0.235	0.250
TOTAL	0.610	0.410	1.020

Legend

-  Badlands Cycle Park Preservation Area (16.2 Acres)
-  Landfill Property Boundary
-  Edge of Landfill Trash
-  Streambeds
-  Vegetated Areas

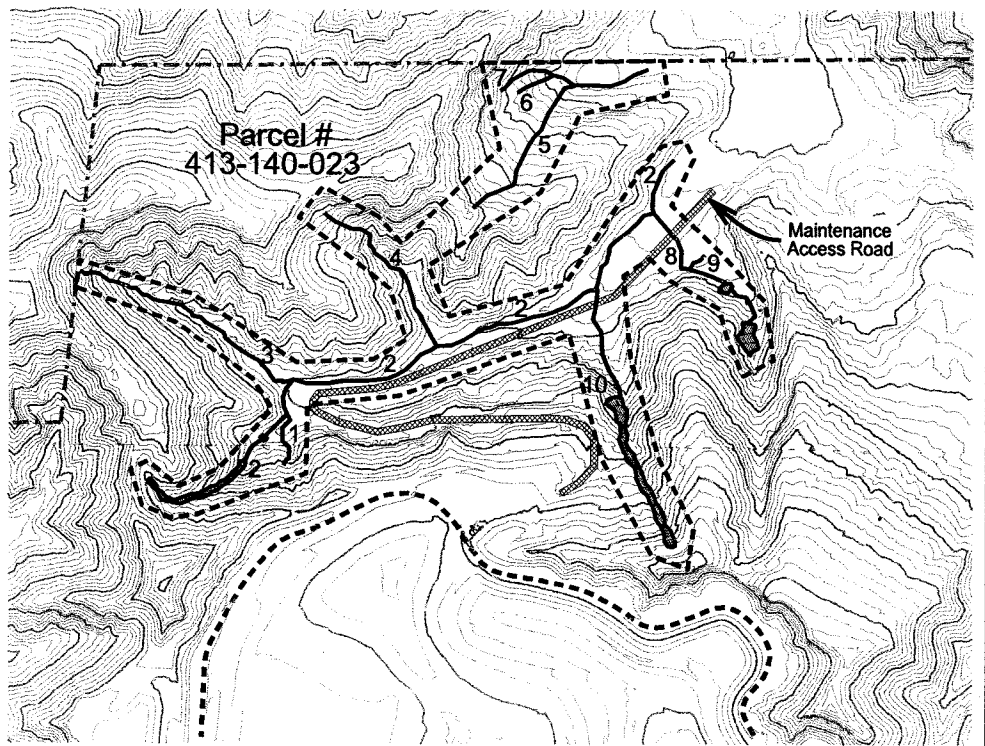

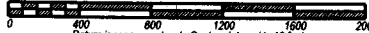


Exhibit B



 <p>RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES</p>	Hans Kernkamp General Manager/Chief Engineer		Badlands Sanitary Landfill Badlands Cycle Park Preservation Area		
	Scale: 1" = 400'  Datum is mean sea level. Contour interval is 10 feet.		Project Title: Deed Restriction	Designed By: KJJ	Scale: 1"=400'
		Folder/File: sites/Badlands/16ba/projects	Drawn By: KJJ	Date: 7 March 2016	
		Model Name:	Checked By: AC	Flight Date: June 2015	

MT 2452

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

RIVERSIDE COUNTY
DEPARTMENT of WASTE RESOURCES
14310 Frederick Street
Moreno Valley, CA 92553

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS (“**Restrictive Covenant**”) is made this 4th day of October, 2016 by County of Riverside, on behalf of its Department of Waste Resources, a political subdivision of the State of California (hereinafter “**Declarant**”).

RECITALS

A. Declarant is the developer of certain real property located in County of Riverside, State of California, commonly referred to as the Badlands Landfill Southwest (formally known as the Canyon 4) Sedimentation Basin project (the “**Project**”).

B. Declarant is the sole owner in fee simple of those portions of the Project legally described on **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto and incorporated by this reference (the “**Restricted Property**”), which consists of approximately 16.2 acres and is found on Assessor’s Parcel No. 413-140-023.

C. The Restricted Property provides, among other things, mitigation for certain impacts from development of the Project by Declarant. In November 2005 Declarant submitted an application for a Streambed Alteration Agreement (SAA) to the California Department of Fish and Wildlife (“**CDFW**”) (formerly the California Department of Fish and Game). As part of the SAA application, Declarant prepared a Conceptual Habitat and Hydrology Mitigation Monitoring Plan (HMMP) addressing the loss of 0.64 acres of jurisdictional waters under the control of the CDFW. The HMMP proposed mitigation, including the permanent preservation of 1.02 acres of streambed and vegetated area in the northwest portion of Badlands Landfill. The CDFW in an Operation of Law Letter dated March 8, 2006 in reference to Notification of Lake or Streambed Alteration No. 1600-2005-0255-R6 and amendments thereto, stated that Declarant could complete the sedimentation basin project with the implementation of the mitigation measure identified in the HMMP (“**Operation of Law Letter**”). In addition, in a letter from the United States Army Corps of Engineers’ (“**ACOE**”) dated October 24, 2007 the ACOE determined that the project was not subject to the jurisdiction of the ACOE under Section 404 of the Clean Water Act and that a Section 404 permit is not required. The foregoing documents are collectively referred to herein as the “**Approval Documents**.”

D. This Restrictive Covenant is designed to satisfy and is granted in satisfaction of the Approval Documents.

E. The Restricted Property currently is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "**Conservation Values**"). The Conservation Values are of importance to the people of the County of Riverside and the people of the United States.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and state of California, including Civil Code Section 815, *et seq.*, Declarant hereby declares the Restricted Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of, and used subject to the following restrictive covenants (and incorporating the above recitals herein by this reference), which shall run with the land, and be binding on Declarant's heirs, successors in interest, administrators, assigns, lessees, or other occupiers and users of the Restricted Property, or any portion of it.

1. Purpose.

(a) The purpose of this Restrictive Covenant is to (1) ensure the Restricted Property will be preserved in a Natural Condition, as defined herein, in perpetuity and (2) prevent any use of the Restricted Property that will impair or interfere with the Conservation Value of the Restricted Property (the "**Purpose**"). Declarant intends that this Restrictive Covenant will confine the use of the Restricted Property to such activities that are consistent with this Purpose, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term "**Natural Condition**," as referenced in the preceding paragraph and other portions of this Restrictive Covenant, shall mean the condition of the Restricted Property as it exists at the time this Restrictive Covenant is executed, as well as future enhancements or changes to the Restricted Property that occur directly as a result of mitigation measures ("**Mitigation**"), including implementation, maintenance and monitoring activities, required by the Approval Documents and as described in the "Conceptual Habitat Mitigation and Monitoring Plan" prepared by Declarant, dated November 2005 (the "**Mitigation Plan**").

(c) Declarant represents and warrants that there are no structures or other man-made improvements existing on the Restricted Property (excluding the existing access road). Declarant further certifies that, to Declarant's actual knowledge, there are no previously granted easements existing on the Restricted Property.

(d) If a controversy arises with respect to the present Natural Condition of the Restricted Property, Declarant shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

2. Declarant's Duties. Declarant, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities would be inconsistent with the Conservation Values and would violate the permitted uses of the Restricted Property set forth in this Restrictive Covenant; and

(b) Repair and restore damage to the Restrictive Property directly or indirectly caused by Declarant, Declarant's guests, representatives or agents and third parties within Declarant's control;

(c) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements; and

3. Prohibited Uses. Any activity on or use of the Restricted Property inconsistent with the Purpose of this Restrictive Covenant and not reserved as set forth in Section 4 hereof is prohibited. Without limiting the generality of the foregoing, the following uses by Declarant, and its respective guests, agents, assigns, employees, representatives, successors and third parties within Declarant's control, are expressly prohibited, except as otherwise provided herein or unless specifically provided for in the Approval Documents or Mitigation Plan:

(a) Supplemental or unseasonal watering except for habitat enhancement activities described in Section 4(b) and activities specifically provided for in the Mitigation Plan;

(b) Use of herbicides, pesticides, rodenticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, or exotic plant species;

(c) Incompatible fire protection activities, except the fire prevention activities set forth in Section 4(f);

(d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways as necessary in the execution of management duties to restore native plant communities consistent with Section 4;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing;

(g) Residential, commercial, retail, institutional, or industrial uses;

(h) Any legal or de facto division, subdivision or portioning of the Restricted Property;

(i) Construction, reconstruction or placement of any building, road, wireless communication cell towers, or other improvement, except as required for monitoring and maintenance of environmental monitoring control systems;

(j) Depositing, dumping or accumulating soil, trash, ashes, refuse, waste, bio-solids or any other material;

(k) Planting, gardening, or introduction or dispersal of non-native or exotic plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Restricted Property;

(m) Altering the general topography of the Restricted Property, including but not limited to building of roads and trails, and flood control work;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as necessary for (1) emergency fire protection as required by fire safety officials as set forth in Section 4(f); (2) controlling invasive, exotic plants which threaten the integrity of the habitat; (3) preventing or treating disease; (4) conducting activities permitted by the Mitigation Plan, or (5) activities described in Section 4. In the event that activity in the Restricted Property is necessary to prevent or treat disease as listed in item (3) herein, the first priority for action shall be chemical and biological methods. No invasive or non-native species shall be introduced to prevent or treat disease, unless chemical or biological methods have failed to resolve the problem and the County of Riverside Department of Environmental Health, or other agency with authority, determines that no other methods will address the problem.

(o) Manipulating, impounding, or altering any natural watercourse, body of water or water circulation on the Restricted Property other than as described in the Mitigation Plan, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters; and

(p) Establishing fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression), or other activities that could constitute fuel modification zones, except as required by County or state fire departments;

4. Reserved Rights. Declarant reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Restricted Property, including the right to engage in or to permit or invite others to engage in all uses of the Restricted Property that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Restrictive Covenant, including, but not limited to, the following uses:

(a) Access. Reasonable access through the Restricted Property to adjacent land or to perform obligations or other activities permitted or that are required under the Approval Documents by this Restrictive Covenant such as Biological surveys, monitoring, and

assessments. In addition, police and other public safety organizations and their personnel may enter the Restricted Property to address any legitimate public health or safety matter.

(b) Habitat Enhancement Activities. Enhancement of native plant communities, and other ecological enhancement related activities, including the right to plant trees and shrubs of the same type as currently existing on the Restricted Property, so long as such activities do not harm the habitat types identified in the Approval Documents or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Declarant shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 4, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Restricted Property. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of trash and man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native, exotic, or invasive plant or animal species is permitted. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) Erection and Maintenance of Fencing, Boundary Walls, and Informative Signage. Declarant may erect and maintain fencing, boundary walls, and informative signs. Signs are to indicate "No Trespass" or similar descriptions that inform persons of the nature and restrictions on the Restricted Property. Signage shall be located outside of jurisdictional waters.

(e) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Restrictive Covenant is intended nor shall be applied to in any way limit Declarant or any of Declarant's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Project not constituting the Restricted Property, (2) installing and/or maintaining the subsurface infrastructure improvements, utility lines, landscaping (including irrigation and runoff), landscape mitigation, and/or similar non-structural improvements within the Restricted Property, and/or (3) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1), (2), and (3) neither such activity nor any effect resulting from such activity amounts to a use of the Restricted Property, or has an impact upon the Restricted Property, that is prohibited by Section 3 above.

(f) Fire Protection. Declarant may trim or remove brush, weeds, and to otherwise perform preventative measures required by fire authorities to protect structures and other improvements. In an actual fire emergency situation, Declarant may construct and maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire).

(g) Environmental Monitoring. Declarant may install, monitor, and maintain environmental monitoring control systems including but not limited to ground water monitoring wells, stormwater sampling and landfill gas monitoring probes. All monitoring control systems shall be located outside of jurisdictional waters.

(h) Mitigation Plan. Notwithstanding anything herein to the contrary, Declarant may take any action required by the Mitigation Plan. Such actions may include, but are not limited to the following: (1) Declarant shall have the right to maintain, repair and or replace from time to time any or all of the vegetation planted as part of the Mitigation Plan and (2) Declarant may take actions consistent with the Mitigation Plan.

5. Assignment and Subsequent Transfers.

(a) Declarant agrees to incorporate the terms of this Restrictive Covenant in any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the Restricted Property. Declarant, its successor or assign agrees to, (1) incorporate by reference to the title of and the recording information for this Restrictive Covenant in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Restricted Property, including, without limitation, a leasehold interest and; (2) give actual notice to any such transferee or lessee of the existence of this Restrictive Covenant. Any subsequent transferee shall be deemed to have assumed the obligations of this Restrictive Covenant and to have accepted the restrictions contained herein. The failure of Declarant, its successor or assign to perform any act provided in this Section shall not impair the validity of this Restrictive Covenant or limit its enforceability in any way.

(b) From and after the date of any transfer of all or any portion of the Restricted Property by Declarant and each transfer thereafter, (1) the transferee shall be deemed to have assumed all of the obligations of Declarant as to the portion transferred, as set forth in this Restrictive Covenant, (2) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (3) the transferor, as applicable, shall have no further obligations hereunder, and, (4) all references to Declarant in this Restrictive Covenant shall thereafter be deemed to refer to such transferee.

6. General Provisions

(a) Controlling Law. The laws of the United States and the State of California, disregarding any conflicts of law principles of such state, shall govern the interpretation and performance of this Restrictive Covenant.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed in favor of the deed to effect the Purpose of this Restrictive Covenant and the policy and purpose of California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Restrictive Covenant, such action shall not affect the remainder of this

Restrictive Covenant. If a court of competent jurisdiction voids or invalidates the application of any provision of this Restrictive Covenant to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Declarant's title in any respect.

(e) Acts Beyond Declarant's Control. Nothing contained in this Restrictive Covenant shall be construed to allow any action against Declarant for any injury to or change in the Restricted Property resulting from:

(1) Any natural cause beyond Declarant's control, including without limitation, fire not caused by Declarant, flood, storm, and earth movement; or

(2) Any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Restricted Property resulting from such causes; or

(3) Any acts of third parties beyond the control of Declarant.

(f) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property.

(g) Termination of Rights and Obligations. Except as otherwise expressly set forth in this Restrictive Covenant and provided the transfer was consistent with the terms of this Restrictive Covenant, a party's rights and obligations under this Restrictive Covenant shall terminate upon transfer of the party's interest in the Restrictive Covenant or Restricted Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer. If Declarant conveys its interest in the Project to a bona fide purchaser, the Specific Obligations are assumed by such bona fide purchaser by virtue of this Restrictive Covenant.

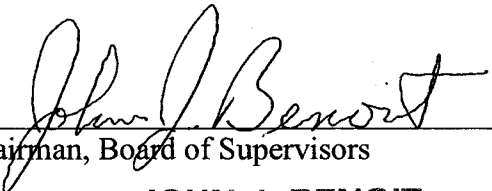
(g) Warranty. Declarant represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Restricted Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Restrictive Covenant, and that the Restricted Property is not subject to any other Conservation Easement.

* * * Signatures on following page. * * *

IN WITNESS WHEREOF Declarant has executed this Restrictive Covenant the day and year first above written.

Declarant:


RIVERSIDE COUNTY
DEPARTMENT of WASTE RESOURCES
14310 Frederick Street
Moreno Valley, CA 92553

By: 

Chairman, Board of Supervisors

ATTEST: **JOHN J. BENOIT**

Recommended for Approval:

By: 

Hans W. Kernkamp
General Manager - Chief Engineer
COUNTY OF RIVERSIDE

By: _____
Kecia Harper-Ihem, Clerk of the Board

By: 

Deputy

(Seal)

FORM APPROVED COUNTY COUNSEL
BY:  9-19-16

SYNTHIA M. GUNZEL DATE

EXHIBIT A

Legal Description

A portion of Section 32, Township 2 South, Range 2 West, described as follows:

Beginning at the Northwest corner of Section 32,

Thence N. 89°25'04" E., a distance of 2,781 feet to the true point of beginning:

Thence S. 12° 11' 30" E., a distance of 245 feet

Thence S. 46° 18' 43" W., a distance of 385 feet

Thence N. 40° 57' 53" W., a distance of 97 feet

Thence N. 61° 42' 15" W., a distance of 179 feet

Thence S. 37° 54' 59" W., a distance of 108 feet

Thence S. 51° 56' 09" E., a distance of 324 feet

Thence S. 17° 54' 04" E., a distance of 151 feet

Thence S. 59° 22' 47" W., a distance of 109 feet

Thence S. 88° 01' 28" W., a distance of 213 feet

Thence N. 57° 07' 12" W., a distance of 351 feet

Thence N. 73° 48' 52" W., a distance of 328 feet

Thence S. 07° 29' 34" W., a distance of 78 feet

Thence S. 71° 22' 16" E., a distance of 294 feet

Thence S. 54° 11' 39" E., a distance of 269 feet

Thence S. 32° 30' 24" E., a distance of 101 feet

Thence S. 41° 55' 22" W., a distance of 225 feet

Thence S. 65° 52' 01" W., a distance of 122 feet

Thence N. 51° 08' 29" W., a distance of 111 feet

Thence S. 64° 08' 47" W., a distance of 53 feet

Thence S. 17° 31' 52" E., a distance of 106 feet

Thence S. 66° 53' 57" E., a distance of 87 feet

Thence N. 83° 06' 39" E., a distance of 73 feet
Thence N. 69° 15' 34" E., a distance of 329 feet
Thence N. 00° 50' 36" E., a distance of 192 feet
Thence N. 84° 11' 26" E., a distance of 258 feet
Thence N. 70° 28' 34" E., a distance of 513 feet
Thence S. 14° 34' 56" E., a distance of 355 feet
Thence S. 27° 23' 57" E., a distance of 309 feet
Thence S. 68° 51' 15" E., a distance of 110 feet
Thence N. 08° 19' 38" E., a distance of 115 feet
Thence N. 26° 30' 35" W., a distance of 217 feet
Thence N. 16° 01' 58" W., a distance of 295 feet
Thence N. 05° 01' 15" W., a distance of 233 feet
Thence N. 57° 04' 58" E., a distance of 88 feet
Thence S. 42° 30' 42" E., a distance of 85 feet
Thence S. 60° 22' 04" E., a distance of 159 feet
Thence S. 15° 01' 07" E., a distance of 85 feet
Thence S. 23° 02' 39" E., a distance of 116 feet
Thence N. 62° 47' 23" E., a distance of 96 feet
Thence N. 07° 55' 19" W., a distance of 167 feet
Thence N. 42° 45' 18" W., a distance of 212 feet
Thence N. 46° 36' 01" W., a distance of 166 feet
Thence N. 25° 16' 06" E., a distance of 146 feet
Thence N. 27° 36' 55" W., a distance of 57 feet
Thence S. 75° 46' 40" W., a distance of 65 feet
Thence S. 49° 10' 57" W., a distance of 43 feet
Thence S. 33° 52' 18" W., a distance of 432 feet
Thence S. 74° 34' 48" W., a distance of 339 feet

Thence N. 22° 54' 59" W., a distance of 154 feet

Thence N. 57° 03' 32" E., a distance of 378 feet

Thence N. 27° 09' 52" E., a distance of 246 feet

Thence N. 77° 41' 34" E., a distance of 251 feet

Thence N. 07° 03' 44" W., a distance of 96 feet

Thence S. 89° 25' 04" W., a distance of 514 feet to the true point of beginning.

Containing 16.2 acres, more or less.

Streambed and Vegetated Areas

Drainage # (Linear Ft.)	CDFW Streambed Acres	CDFW Vegetated Acres	Total
1 (168)	0.008		0.008
2 (2,059)	0.258	0.052	0.310
3 (688)	0.087		0.087
4 (535)	0.059		0.059
5 (694)	0.108		0.108
6 (196)	0.018		0.018
7 (171)	0.014		0.014
8 (550)	0.034	0.123	0.157
9 (63)	0.009		0.009
10 (800)	0.015	0.235	0.250
TOTAL	0.610	0.410	1.020

Legend

- Badlands Cycle Park Preservation Area (16.2 Acres)
- - - Landfill Property Boundary
- - - Edge of Landfill Trash
- ~ Streambeds
- Vegetated Areas

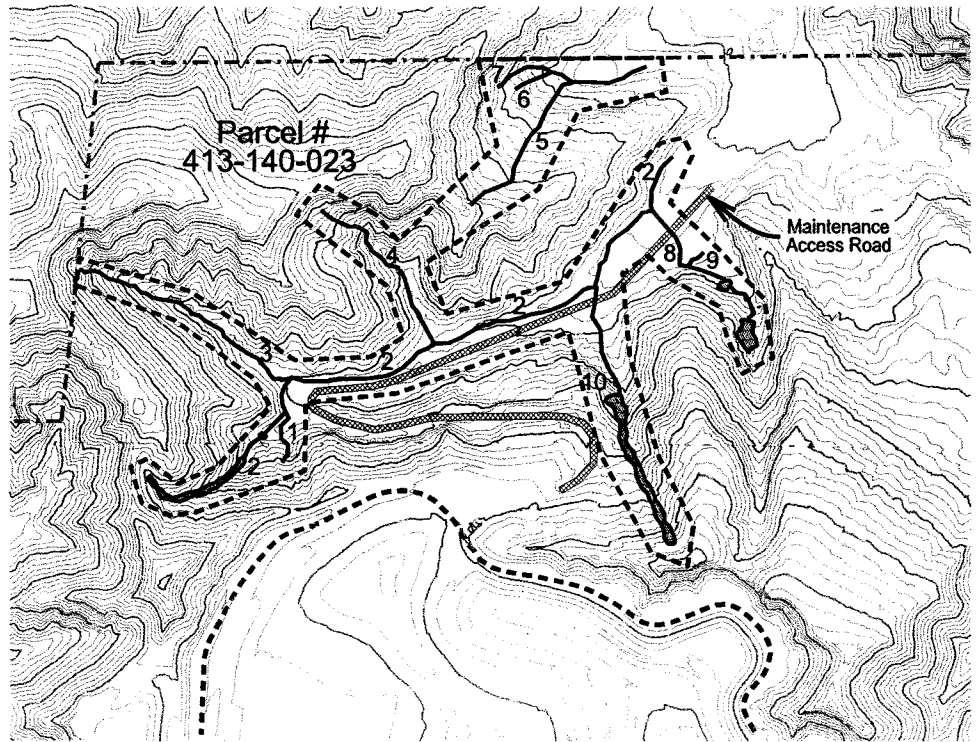
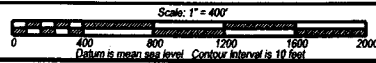


Exhibit B



Hans Kemkamp
General Manager-Chief Engineer

Badlands Sanitary Landfill
Badlands Cycle Park Preservation Area



Project Title:	Deed Restriction	Designed By:	KJJ	Scale:	1"=400'
Folder/File:	sites/Badlands/16ba/projects	Drawn By:	KJJ	Date:	7 March 2016
Model Name:		Checked By:	AC	Flight Date:	June 2015

mt 2452

FORM APPROVED COUNTY COUNSEL 9/19/16
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

2452



FROM: Department of Waste Resources

SUBMITTAL DATE:
 September 13, 2016

SUBJECT: Resolution No. 2016-154, Authorization to Establish a Restrictive Covenant Affecting County Owned Fee Interest in Real Property, Commonly Known as the Badlands Landfill, in the Unincorporated Area of the County of Riverside, State of California, Identified within a Portion of Assessor's Parcel Number 413-140-023, District 5, [\$0 - Department of Waste Resources Enterprise Funds], CEQA Finding of Nothing Further Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in adopted Environmental Assessment/Mitigated Negative Declaration (EA/MND) No. 39813, prepared for the Badlands Landfill Solid Waste Facility Permit Revision project (SCH No. 2005041040); and

BACKGROUND:

Summary

(commences on page 2)

Hans Kernkamp
 General Manager, Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: N/A				Budget Adjustment:	
				For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 5/24/05 M.O. 12.4, 9/13/16

District: 5

Agenda Number:

12-1c

mt2452

RCED SEP22'16 AM 9:20

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2016 SEP 28 PM 3:09

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2016-154, Authorization to Establish a Restrictive Covenant Affecting County Owned Fee Simple Interests in Real Property, Commonly Known as the Badlands Landfill, in The Unincorporated Area of the County of Riverside, State of California, Identified within a Portion of Assessor's Parcel Number 413-140-023, CEQA Finding of Nothing Further Required, District 5, [\$0 – Department of Waste Resources Enterprise Funds], CEQA Finding of Nothing Further Required

DATE: September 13, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (continued from page 1)

2. Adopt Resolution No. 2016-154, Authorization to Establish a Restrictive Covenant Affecting County Owned Fee Interest in Real Property, Commonly Known as the Badlands Landfill, In the Unincorporated Area of the County of Riverside, State of California, Identified within A Portion of Assessor's Parcel Number 413-140-023; and
3. Approve the Declaration of Restrictive Covenants and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County to complete the establishment of the Restrictive Covenant; and
4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources, or his designee, to execute any other documents necessary for the establishment of the Restrictive Covenant; and
5. Direct the Clerk of the Board to return the Declaration of Restrictive Covenants to the Department of Waste Resources upon execution by the Chairman of the Board.

BACKGROUND:

Summary

On 9/13/16, the Board of Supervisors adopted Resolution No. 2016-153 for the Notice of Intention (NOI) to establish a Restrictive Covenant at the Badlands Landfill. The NOI identified that a restrictive covenant shall be established as part of the mitigation for construction of a southwest sedimentation basin at the Badlands Landfill, for which the development of said basin was assessed under EA/MND No. 39813, prepared for the Badlands Landfill Solid Waste Facility Permit Revision project (SCH No. 2005041040). The sedimentation basin was constructed in 2008 and the proposed Restrictive Covenant meets the mitigation and permit conditions established for the development of the sedimentation basin.

Resolution No. 2016-154 has been approved as to form by County Counsel.

California Environmental Quality Act (CEQA) Findings

Regarding the proposed authorization to establish a Restrictive Covenant affecting County-owned fee simple interests in real property at the Badlands Landfill, it was determined that nothing further is required because all potentially significant effects of the Project have been fully analyzed in an earlier adopted Environmental Assessment (EA) Mitigated Negative Declaration (MND) EA/MND No. 39813 (SCH No. 2005041040), and have been avoided or mitigated to less than significant pursuant to that earlier EA/MND. The potential environmental effects of the Badlands Landfill Solid Waste Facility Permit Revision, including the addition of a permanent sedimentation basin, were fully studied in the adopted EA/MND. Based upon the findings incorporated therein, the Board of Supervisors adopted the EA/MND and Mitigation Monitoring Program, which were approved on May 24, 2005, Agenda Item No. 12.4. The Project will not result in any new significant environmental effects not identified in the adopted EA/MND; the actions will not substantially increase the severity of the environmental effects identified in the EA/MND; and no additional mitigation measures have been identified. As a result, no further environmental documentation is required pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).

A Notice of Determination (NOD) will be filed with the County Clerk upon Project approval.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2016-154, Authorization to Establish a Restrictive Covenant Affecting County Owned Fee Simple Interests in Real Property, Commonly Known as the Badlands Landfill, in The Unincorporated Area of the County of Riverside, State of California, Identified within a Portion of Assessor's Parcel Number 413-140-023, CEQA Finding of Nothing Further Required, District 5, [\$0 – Department of Waste Resources Enterprise Funds], CEQA Finding of Nothing Further Required

DATE: September 13, 2016

PAGE: 3 of 3

Impact on Residents and Businesses

There will be no impact on residents or businesses.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Price Reasonableness

N/A

Attachments:

1. Resolution No. 2016-154
2. Declaration of Restrictive Covenants

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

503



FROM: Department of Waste Resources

SUBMITTAL DATE:
August 15, 2016

SUBJECT: Resolution No. 2016-153, Notice of Intention to Establish a Restrictive Covenant Affecting County Owned Fee Interest In Real Property, Commonly Known As The Badlands Landfill, In The Unincorporated Area of the County of Riverside, State of California, Identified within a Portion of Assessor's Parcel Number 413-140-023, District 5, [\$0 – Department of Waste Resources Enterprise Funds], CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2016-153, Notice of Intention to Establish a Restrictive Covenant affecting County owned fee interest in real property, commonly known as the Badlands Landfill, in the County of Riverside, State of California, Identified within a Portion of Assessor's Parcel Number 413-140-023; and
2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

BACKGROUND:
Summary

(continued)

Hans Kernkamp
General Manager, Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: N/A				Budget Adjustment:	
				For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after September 27, 2016 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: September 13, 2016
xc: Waste, COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 05/24/2005 M.O. 12-4 | District: 5 | Agenda Number:

12-1

FORM APPROVED COUNTY COUNSEL
BY:
KARIN L. WATTS-BAZAN
DATE: 8/17/16

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2016-153, Notice of Intention to Establish a Restrictive Covenant affecting County owned fee interest in real property, commonly known as the Badlands Landfill, in the County of Riverside, State of California, Identified with Assessor's Parcel Number 413-140-023, District 5, [\$0 – Department of Waste Resources Enterprise Funds], CEQA Exempt

DATE: August 15, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

In May 2005, the Board of Supervisors adopted a Mitigated Negative Declaration (MND) for the Badlands Landfill Solid Waste Facility Permit Revision Environmental Assessment No. 39813, which analyzed the addition of a sedimentation basin, among other improvements, at the Badlands Landfill. In November 2005, the Department of Waste Resources ("Department") submitted an application for a Streambed Alteration Agreement ("SAA") to the California Department of Fish and Wildlife ("CDFW"). As part of the SAA application, the Department prepared a Conceptual Habitat and Hydrology Mitigation Monitoring Plan ("HMMP") addressing the loss of 0.64 acres of jurisdictional waters under the control of the CDFW. The HMMP proposed mitigation, including the permanent preservation of 1.02 acres of streambed and vegetated area in the northwest portion of Badlands Landfill ("Restricted Property"). While the southwest sedimentation basin was completed in 2008, the subject property remains undeveloped and in a natural state. The Department proposes to establish certain restrictive covenants affecting the Restricted Property ("Restrictive Covenant") by way of recording a Declaration of Restrictive Covenants that limits the activities within the Restricted Property while retaining County ownership and control.

Resolution No. 2016-153 has been approved as to form by County Counsel.

Impact on Residents and Businesses

There will be no impact on residents or businesses.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Price Reasonableness

N/A

Attachments:

1. Resolution No. 2016-153

2
3 **RESOLUTION NO. 2016-153**

4 **NOTICE OF INTENTION TO ESTABLISH A RESTRICTIVE COVENANT**
5 **AFFECTING COUNTY OWNED FEE INTEREST IN REAL PROPERTY,**
6 **COMMONLY KNOWN AS THE BADLANDS LANDFILL,**
7 **IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE,**
8 **STATE OF CALIFORNIA, IDENTIFIED WITHIN A PORTION OF**
9 **ASSESSOR'S PARCEL NUMBER 413-140-023**

10 **WHEREAS**, the County of Riverside ("County") is the owner of certain real property
11 located in the unincorporated area of Riverside County, State of California, consisting of
12 approximately 16.2 acres, identified within a portion of Assessor's Parcel Number 413-140-023,
13 commonly known as the Badlands Landfill, (the "Property"), more particularly described in the
14 Legal Description in "Exhibit A", attached hereto and by this reference incorporated herein; and

15 **WHEREAS**, the County Department of Waste Resources ("Department") operates the
16 Badlands Landfill, located adjacent to the area depicted on the Badlands Cycle Park Preservation
17 Area exhibit, as shown in "Exhibit B", attached hereto and by this reference incorporated herein;
18 and

19 **WHEREAS**, on May 24, 2005, M.O. 12-4, the County Board of Supervisors adopted a
20 Mitigated Negative Declaration ("MND") for the Badlands Landfill Solid Waste Facility Permit
21 Revision Environmental Assessment No. 39813, which analyzed the addition of a sedimentation
22 basin, among other improvements, at the Badlands Landfill and approved the Solid Waste
23 Facility Permit Revision for the Badlands Landfill; and

24 **WHEREAS**, the Conceptual Habitat and Hydrology Mitigation Monitoring Plan
25 ("HMMP") submitted as part of an application for a Streambed Alteration Agreement ("SAA")
26 with California Department of Fish and Wildlife ("CDFW"), addressed the loss of 0.64 acres of
27 jurisdictional waters under the control of the CDFW; and

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-17-16
DATE
SYNTHIA M. GUNZEL

1 **WHEREAS**, the HMMP, proposed mitigation, including the permanent preservation of
2 1.02 acres of streambed and vegetated area in the northwest portion of Badlands Landfill;

3 **WHEREAS**, in consideration for the impact of the loss of 0.64 acres CDFW
4 jurisdictional waters, the County, as owner of the property, its assigns and successors in interest,
5 hereby irrevocably covenant that the 16.2 acres as shown on attached Exhibit "B" and contained
6 within the legal description Exhibit "A" are held and hereafter shall be established under and by
7 way of recording a Declaration of Restrictive Covenants affecting the Property, subject to the
8 permanent preservation of the streambeds and vegetated areas;

9 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED and**
10 **NOTICE IS HEREBY GIVEN** by the Board of Supervisors of the County of Riverside,
11 California, ("Board") in regular session assembled on September 13, 2016, that this Board
12 intends to authorize to establish certain restrictive covenants affecting the Property under a
13 Declaration of Restrictive Covenants ("Restrictive Covenant") on or after September 27, 2016 on
14 real property: Certain real property located in the Unincorporated Badlands Area of the County
15 of Riverside, State of California, identified by and as a portion Assessor Parcel Number 413-140-
16 023 and, more particularly described in Exhibit "A" for the aforementioned Assessor's Parcel
17 Number, attached hereto and thereby made a part hereof. The terms and conditions of the
18 proposed Restrictive Covenant are as follows: The County of Riverside will ensure the restricted
19 property will be preserved in a natural condition, as defined in the Restrictive Covenant, in
20 perpetuity and prevent any use of the restricted property that will impair or interfere with the
21 conservation value of the restricted property. The Restrictive Covenant will confine the use of
22 the restricted property to such activities that are consistent with those outlined in the Restrictive
23 Covenant, including without limitation, those involving the preservation, restoration, and
24 enhancement of native species and their habitats.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the Clerk of the
26 Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the
27 Government Code.

28

2 **RESOLUTION 2016-153**

3 **NOTICE OF INTENTION TO ESTABLISH A RESTRICTIVE COVENANT**
4 **AFFECTING COUNTY OWNED FEE INTEREST IN REAL PROPERTY,**
5 **COMMONLY KNOWN AS THE BADLANDS LANDFILL,**
6 **IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE,**
7 **STATE OF CALIFORNIA, IDENTIFIED WITHIN A PORTION OF**
8 **ASSESSOR'S PARCEL NUMBER 413-140-023**

9 ADOPTED by Riverside County Board of Supervisors on September 13, 2016.

10 **ROLL CALL:**

11 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
12 Nays: None
13 Absent: None

14 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
15 Supervisors on the date therein set forth.

16 **KECIA HARPER-IHEM, Clerk of said Board**

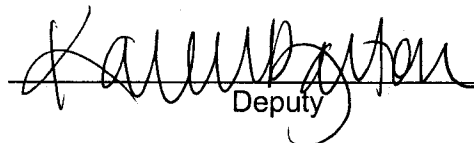
17 By: 
18 Deputy

EXHIBIT A

Legal Description

A portion of Section 32, Township 2 South, Range 2 West, described as follows:

Beginning at the Northwest corner of Section 32,

Thence N. 89°25'04" E., a distance of 2,781 feet to the true point of beginning:

Thence S. 12° 11' 30" E., a distance of 245 feet

Thence S. 46° 18' 43" W., a distance of 385 feet

Thence N. 40° 57' 53" W., a distance of 97 feet

Thence N. 61° 42' 15" W., a distance of 179 feet

Thence S. 37° 54' 59" W., a distance of 108 feet

Thence S. 51° 56' 09" E., a distance of 324 feet

Thence S. 17° 54' 04" E., a distance of 151 feet

Thence S. 59° 22' 47" W., a distance of 109 feet

Thence S. 88° 01' 28" W., a distance of 213 feet

Thence N. 57° 07' 12" W., a distance of 351 feet

Thence N. 73° 48' 52" W., a distance of 328 feet

Thence S. 07° 29' 34" W., a distance of 78 feet

Thence S. 71° 22' 16" E., a distance of 294 feet

Thence S. 54° 11' 39" E., a distance of 269 feet

Thence S. 32° 30' 24" E., a distance of 101 feet

Thence S. 41° 55' 22" W., a distance of 225 feet

Thence S. 65° 52' 01" W., a distance of 122 feet

Thence N. 51° 08' 29" W., a distance of 111 feet

Thence S. 64° 08' 47" W., a distance of 53 feet

Thence S. 17° 31' 52" E., a distance of 106 feet

Thence S. 66° 53' 57" E., a distance of 87 feet

Thence N. 83° 06' 39" E., a distance of 73 feet
Thence N. 69° 15' 34" E., a distance of 329 feet
Thence N. 00° 50' 36" E., a distance of 192 feet
Thence N. 84° 11' 26" E., a distance of 258 feet
Thence N. 70° 28' 34" E., a distance of 513 feet
Thence S. 14° 34' 56" E., a distance of 355 feet
Thence S. 27° 23' 57" E., a distance of 309 feet
Thence S. 68° 51' 15" E., a distance of 110 feet
Thence N. 08° 19' 38" E., a distance of 115 feet
Thence N. 26° 30' 35" W., a distance of 217 feet
Thence N. 16° 01' 58" W., a distance of 295 feet
Thence N. 05° 01' 15" W., a distance of 233 feet
Thence N. 57° 04' 58" E., a distance of 88 feet
Thence S. 42° 30' 42" E., a distance of 85 feet
Thence S. 60° 22' 04" E., a distance of 159 feet
Thence S. 15° 01' 07" E., a distance of 85 feet
Thence S. 23° 02' 39" E., a distance of 116 feet
Thence N. 62° 47' 23" E., a distance of 96 feet
Thence N. 07° 55' 19" W., a distance of 167 feet
Thence N. 42° 45' 18" W., a distance of 212 feet
Thence N. 46° 36' 01" W., a distance of 166 feet
Thence N. 25° 16' 06" E., a distance of 146 feet
Thence N. 27° 36' 55" W., a distance of 57 feet
Thence S. 75° 46' 40" W., a distance of 65 feet
Thence S. 49° 10' 57" W., a distance of 43 feet
Thence S. 33° 52' 18" W., a distance of 432 feet
Thence S. 74° 34' 48" W., a distance of 339 feet

Thence N. 22° 54' 59" W., a distance of 154 feet

Thence N. 57° 03' 32" E., a distance of 378 feet

Thence N. 27° 09' 52" E., a distance of 246 feet

Thence N. 77° 41' 34" E., a distance of 251 feet

Thence N. 07° 03' 44" W., a distance of 96 feet






Thence S. 89° 25' 04" W., a distance of 514 feet to the true point of beginning.

Containing 16.2 acres, more or less.

Streambed and Vegetated Areas

Drainage # (Linear Ft.)	CDFW Streambed Acres	CDFW Vegetated Acres	Total
1 (168)	0.008		0.008
2 (2,059)	0.258	0.052	0.310
3 (688)	0.087		0.087
4 (535)	0.059		0.059
5 (694)	0.108		0.108
6 (196)	0.018		0.018
7 (171)	0.014		0.014
8 (550)	0.034	0.123	0.157
9 (63)	0.009		0.009
10 (800)	0.015	0.235	0.250
TOTAL	0.610	0.410	1.020

Legend

-  Badlands Cycle Park Preservation Area (16.2 Acres)
-  Landfill Property Boundary
-  Edge of Landfill Trash
-  Streambeds
-  Vegetated Areas

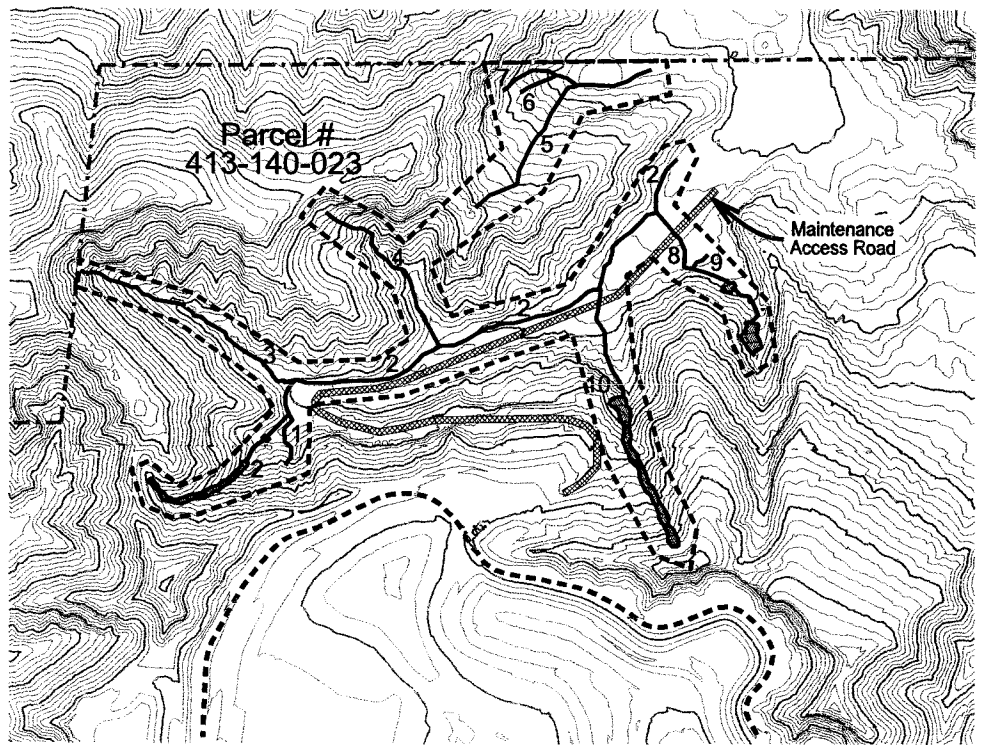

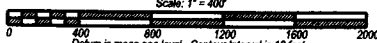


Exhibit B



 <p>RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES</p>	<p>Hans Kernkamp General Manager-Chief Engineer</p>		<p>Badlands Sanitary Landfill</p>	
	<p>Badlands Cycle Park Preservation Area</p>			
<p>Scale: 1" = 400'</p>  <p>0 400 800 1200 1600 2000 Datum is mean sea level. Contour Interval is 10 feet</p>		<p>Project Title: Deed Restriction</p>	<p>Designed By: KJJ</p>	<p>Scale: 1"=400'</p>
		<p>Folder/File: sites/Badlands/16ba/projects</p>	<p>Drawn By: KJJ</p>	<p>Date: 7 March 2016</p>
		<p>Model Name:</p>	<p>Checked By: AC</p>	<p>Flight Date: June 2015</p>



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1ST FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

September 15, 2016

PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

E-MAIL: legals@pe.com
FAX: (951) 368-9018

RE: NOTICE OF PUBLIC HEARING: RES. NO. 2016-153 Notice of Intention to
Establish a Restrictive Covenant

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME on Tuesday,
September 20, 2016.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Legals <legals@pe.com>
Sent: Thursday, September 15, 2016 9:14 AM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Res. 2016-153 Notice of Intention

Received for publication on 9/20. Proof with cost to follow.

Nick Eller

Legal Advertising Phone: 1-800-880-0345 / Fax: 951-368-9018 / E-mail: legals@pe.com

Please Note: Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish. **Additional days required for larger ad sizes**

****Employees of The Press-Enterprise are not able to give legal advice of any kind****

The Press-Enterprise PE.COM / La Prensa

On Thu, Sep 15, 2016 at 8:57 AM, Gil, Cecilia <CCGIL@rcbos.org> wrote:

Notice of Public Hearing for publication on Tuesday, Sept. 20, 2016. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board of Supervisors

(951) 955-8464

MS# 1010

**NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF RIVERSIDE**

RESOLUTION NO. 2016-153

**NOTICE OF INTENTION TO ESTABLISH A RESTRICTIVE COVENANT AFFECTING COUNTY
OWNED FEE INTEREST IN REAL PROPERTY,
COMMONLY KNOWN AS THE BADLANDS LANDFILL,
IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, IDENTIFIED WITHIN A PORTION OF
ASSESSOR'S PARCEL NUMBER 413-140-023**

WHEREAS, the County of Riverside ("County") is the owner of certain real property located in the unincorporated area of Riverside County, State of California, consisting of approximately 16.2 acres, identified within a portion of Assessor's Parcel Number 413-140-023, commonly known as the Badlands Landfill, (the "Property"), more particularly described in the Legal Description in "Exhibit A", attached hereto and by this reference incorporated herein; and

WHEREAS, the County Department of Waste Resources ("Department") operates the Badlands Landfill, located adjacent to the area depicted on the Badlands Cycle Park Preservation Area exhibit, as shown in "Exhibit B", attached hereto and by this reference incorporated herein; and

WHEREAS, on May 24, 2005, M.O. 12-4, the County Board of Supervisors adopted a Mitigated Negative Declaration ("MND") for the Badlands Landfill Solid Waste Facility Permit Revision Environmental Assessment No. 39813, which analyzed the addition of a sedimentation basin, among other improvements, at the Badlands Landfill and approved the Solid Waste Facility Permit Revision Project for the Badlands Landfill; and

WHEREAS, the Conceptual Habitat and Hydrology Mitigation Monitoring Plan ("HMMP") submitted as part of an application for a Streambed Alteration Agreement ("SAA") with California Department of Fish and Wildlife ("CDFW"), addressed the loss of 0.64 acres of jurisdictional waters under the control of the CDFW; and

WHEREAS, the HMMP, proposed mitigation, including the permanent preservation of 1.02 acres of streambed and vegetated area in the northwest portion of Badlands Landfill;

NOW, THEREFORE, in consideration for the impact of the loss of 0.64 acres CDFW jurisdictional waters, the County, as owner of the property, its assigns and successors in interest, hereby irrevocably covenant that the 16.2 acres as shown on attached Exhibit B and contained within the legal description Exhibit A are held and hereafter shall be established under and by way of recording a Declaration of Restrictive Covenants affecting the Property, subject to the permanent preservation of the streambeds and vegetated areas;

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session assembled on September 13, 2016, intends to establish certain restrictive covenants affecting the Property under a Declaration of Restrictive Covenants ("Restrictive Covenant") on or after September 27, 2016 on real property: Certain real property located in the Unincorporated Badlands Area of the County of Riverside, State of California, identified by and as a portion Assessor Parcel Number 413-140-023 and, more particularly described in Exhibit "A" for the aforementioned Assessor's Parcel Number, attached hereto and thereby made a part hereof. The terms and conditions of the proposed Restrictive Covenant are as follows: The County of Riverside will ensure the restricted property will be preserved in a natural condition, as defined in the Restrictive Covenant, in perpetuity and prevent any use of the restricted property that will impair or interfere with the conservation value of the restricted property. The Restrictive Covenant will confine the use of the restricted property to such activities that are consistent with those outlined in the Restrictive Covenant, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on September 13, 2016.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, 72 hours prior to the hearing.

Dated: September 15, 2016

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

EXHIBIT A

Legal Description

A portion of Section 32, Township 2 South, Range 2 West, described as follows:

Beginning at the Northwest corner of Section 32,

Thence N. 89°25'04" E., a distance of 2,781 feet to the true point of beginning:

Thence S. 12° 11' 30" E., a distance of 245 feet

Thence S. 46° 18' 43" W., a distance of 385 feet

Thence N. 40° 57' 53" W., a distance of 97 feet

Thence N. 61° 42' 15" W., a distance of 179 feet

Thence S. 37° 54' 59" W., a distance of 108 feet

Thence S. 51° 56' 09" E., a distance of 324 feet

Thence S. 17° 54' 04" E., a distance of 151 feet

Thence S. 59° 22' 47" W., a distance of 109 feet

Thence S. 88° 01' 28" W., a distance of 213 feet

Thence N. 57° 07' 12" W., a distance of 351 feet

Thence N. 73° 48' 52" W., a distance of 328 feet

Thence S. 07° 29' 34" W., a distance of 78 feet

Thence S. 71° 22' 16" E., a distance of 294 feet

Thence S. 54° 11' 39" E., a distance of 269 feet

Thence S. 32° 30' 24" E., a distance of 101 feet

Thence S. 41° 55' 22" W., a distance of 225 feet

Thence S. 65° 52' 01" W., a distance of 122 feet

Thence N. 51° 08' 29" W., a distance of 111 feet

Thence S. 64° 08' 47" W., a distance of 53 feet

Thence S. 17° 31' 52" E., a distance of 106 feet

Thence S. 66° 53' 57" E., a distance of 87 feet

Thence N. 83° 06' 39" E., a distance of 73 feet
Thence N. 69° 15' 34" E., a distance of 329 feet
Thence N. 00° 50' 36" E., a distance of 192 feet
Thence N. 84° 11' 26" E., a distance of 258 feet
Thence N. 70° 28' 34" E., a distance of 513 feet
Thence S. 14° 34' 56" E., a distance of 355 feet
Thence S. 27° 23' 57" E., a distance of 309 feet
Thence S. 68° 51' 15" E., a distance of 110 feet
Thence N. 08° 19' 38" E., a distance of 115 feet
Thence N. 26° 30' 35" W., a distance of 217 feet
Thence N. 16° 01' 58" W., a distance of 295 feet
Thence N. 05° 01' 15" W., a distance of 233 feet
Thence N. 57° 04' 58" E., a distance of 88 feet
Thence S. 42° 30' 42" E., a distance of 85 feet
Thence S. 60° 22' 04" E., a distance of 159 feet
Thence S. 15° 01' 07" E., a distance of 85 feet
Thence S. 23° 02' 39" E., a distance of 116 feet
Thence N. 62° 47' 23" E., a distance of 96 feet
Thence N. 07° 55' 19" W., a distance of 167 feet
Thence N. 42° 45' 18" W., a distance of 212 feet
Thence N. 46° 36' 01" W., a distance of 166 feet
Thence N. 25° 16' 06" E., a distance of 146 feet
Thence N. 27° 36' 55" W., a distance of 57 feet
Thence S. 75° 46' 40" W., a distance of 65 feet
Thence S. 49° 10' 57" W., a distance of 43 feet
Thence S. 33° 52' 18" W., a distance of 432 feet
Thence S. 74° 34' 48" W., a distance of 339 feet

Thence N. 22° 54' 59" W., a distance of 154 feet

Thence N. 57° 03' 32" E., a distance of 378 feet

Thence N. 27° 09' 52" E., a distance of 246 feet

Thence N. 77° 41' 34" E., a distance of 251 feet

Thence N. 07° 03' 44" W., a distance of 96 feet

Thence S. 89° 25' 04" W., a distance of 514 feet to the true point of beginning.

Containing 16.2 acres, more or less.