

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



ITEM  
9.1  
(ID # 6335)

**MEETING DATE:**

Tuesday, March 20, 2018

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND DEPARTMENT OF WASTE RESOURCES (DWR) :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND DEPARTMENT OF WASTE RESOURCES (DWR): Public Hearing for the Adoption of Resolution No. 2018-039, Authorizing the Resolution of Necessity for the Lamb Canyon Landfill Expansion Project in the Beaumont Area, California Environmental Quality Act Finding Nothing Further is Required, District 5; [Total Cost-\$414,200] Department of Waste Resources Enterprise Fund 100% (4/5th Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA), whereas on February 6, 2018, the Board of Supervisors adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program (MMP) for the Land Acquisition and Site Improvement Project at the Lamb Canyon Landfill based on the findings incorporated in Environmental Assessment (EA) No. 2017-01, concluding that with mitigation, the Project would not cause significant environmental impacts;
2. Approve Resolution No. 2018-039, Authorizing the Resolution of Necessity for the Lamb Canyon Landfill Expansion Project; and
3. Allocate the sum of \$403,000 for deposit to the State Condemnation Fund; and

Continued on page 2

**ACTION:** 4/5 Vote Required, Policy

  
Robert Field, Assistant County Executive Officer/EDA

2/8/2018

  
Hans Keinkamp, General Manager - Chief Engineer

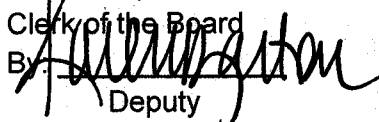
2/14/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: March 20, 2018  
xc: EDA, Waste

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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4. Ratify and authorize reimbursement to the Economic Development Agency-Real Estate (EDA-RE) for costs not-to-exceed \$1,200 in due diligence expenses and \$10,000 in staff time; and
5. Direct the DWR to file the Notice of Determination with the County Clerk within five working days of approval by this Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>
<b>COST</b>	\$ 414,200	\$ 0	\$ 414,200	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Fund 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2017/18	

**C.E.O. RECOMMENDATION:** Approved

**BACKGROUND:**

**Summary**

The Department of Waste Resources (DWR) proposes to capture and manage drainage flows into the Lamb Canyon Landfill (LCL) facility from two contiguous parcels (Project Site) measuring approximately 70 acres along the northerly boundary of the landfill property. Acquisition of the Project Site will allow the County to: (1) capture and manage drainage flows that impact landfill activities; (2) make necessary improvements to ensure site security, and adequate facility access and maintenance; (3) install environmental monitoring devices for the purpose of implementing additional pollutant control measures necessary to minimize or eliminate pollutants in storm water discharge in order to protect human safety, health and the environment, and (4) effectively manage excess dirt generated by ongoing landfill operations. The existing LCL facility provides an estimated disposal capacity to last until year 2029. In addition to the above critical improvements, obtaining ownership of the Project Site also provides for potential landfill expansion upon future permitting. Therefore, due to the essential function and disposal services provided to County residents at the LCL facility, this project will improve ongoing landfill operations at LCL. See Exhibit A for Vicinity Map.

On February 6, 2018, the Board adopted EA No. 2017-01 for the Land Acquisition and Site Improvement Project at the Lamb Canyon Landfill (Item 12.2, MT 6221). The Project actively addressed under this Board action involves the approval of Resolution No. 2018-039, authorizing the Resolution of Necessity for the Lamb Canyon Landfill Expansion Project, as well as funding, for the acquisition of the Project Site through an eminent domain process.

The work contemplated within the Project Site was already evaluated under CEQA in the

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adopted EA/MND, which determined that the Project would not cause significant environmental impacts. As such, within five days of this Project activity approval, a Notice of Determination shall be filed by the DWR with the County Clerk.

The Economic Development Agency-Real Estate Division (EDA-RE) has presented a written offer to the property owner as required by Government Code section 7267.2. The amount of the offer is consistent with current property values in the Beaumont area and is based upon a fair market value appraisal report. EDA-RE has also offered to pay the reasonable costs, not-to-exceed \$5,000 for independent appraisals obtained by the property owner as required by Code of Civil Procedure section 1263.025.

Settlement has not been reached with the property owner, The Preserve, LLC, c/o John J. Menchaca, The Chapter 7 Trustee for the Bankruptcy Estate of the Preserve, LLC., although negotiations are still on-going.

On February 27, 2018, the Board approved Resolution No. 2018-038, Notice of Intention to Adopt a Resolution of Necessity for the Lamb Canyon Landfill Expansion Project in the Beaumont area.

The County is authorized to acquire property by eminent domain pursuant to various statutes including Government Code section 25350.5 and Sections 1240.010, 1240.020, 1240.030, 1240.040, 1240.110, and 1240.510, and 1240.610 of the Code of Civil Procedure as well as the County's general power and authority to acquire property for the purpose of promoting and protecting public health, safety and welfare.

**Impact on Citizens and Businesses**

The proposed Lamb Canyon Landfill Expansion Project will provide essential functions and disposal services to County residents as well as ongoing landfill operations and is necessary to promote and protect the safety, health and welfare of County residents and property.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the deposit to the State Condemnation Fund for the property referenced above as well as due diligence costs and staff time during the condemnation process.

Acquisition of Assessor's Parcel Numbers 424-100-008 and 424-100-013 (Deposit to the State Condemnation Fund)	\$ 403,000
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Litigation Guarantee	\$ 1,200
EDA Real Property Staff Time (Condemnation Process)	\$ 10,000
Total Estimated Costs	\$ 414,200

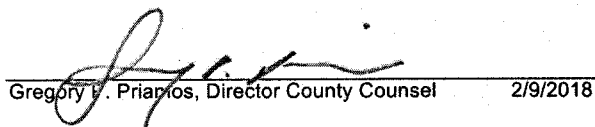
All costs associated with the deposit for this property is fully funded by the Department of Waste Resources Enterprise Fund and in the Department of Waste Resources budget for FY 2017/18. No net County costs will be incurred as a result of this transaction. These charges are estimated only and only actual amounts will be charged to the Project.

**Attachments:**

- Exhibit A - Vicinity Map
- Resolution No. 2018-039 (including Exhibits A and B)
- CEQA Notice of Determination

RF:HK:HM:VY:SV:ra 053WA 19.662 13769  
Minute Traq ID 6335

  
Nehini Dasika, Principal Management Analyst 3/13/2018

  
Gregory E. Priamos, Director County Counsel 2/9/2018

1 Board of Supervisors

County of Riverside

2 **Resolution No. 2018-039**

3 **Authorization to Adopt a Resolution of Necessity for the**  
4 **Lamb Canyon Landfill Expansion Project**

5 **WHEREAS**, the real properties that are the subject of this Resolution  
6 (collectively the "Subject Property") are located in the Beaumont Area, County of  
7 Riverside, State of California, are legally described and pictorially depicted on the  
8 documents attached hereto as Exhibit "A" and Exhibit "B" (and incorporated herein by  
9 this reference), are referenced as Lamb Canyon Sanitary Landfill Parcels A and B;

10 **WHEREAS**, the Subject Property and the corresponding Assessor's Parcel  
11 Numbers are as follows: 424-100-008 and 424-100-013;

12 **WHEREAS**, the proposed project that is the subject of this Resolution (the  
13 "Project") is to: (1) capture and manage drainage flows that impact landfill activities;  
14 (2) make necessary improvements to ensure site security, and adequate facility access  
15 and maintenance; (3) install environmental monitoring devices for the purpose of  
16 implementing additional pollutant control measures necessary to minimize or  
17 eliminate pollutants in storm water discharge in order to protect human safety, health  
18 and the environment; and (4) effectively manage excess dirt generated by ongoing  
19 landfill operations;

20 **WHEREAS**, on or about February 6, 2018, the Riverside County Board of  
21 Supervisors ("Board") adopted Environmental Assessment No. 2017-01 for the Land  
22 Acquisition and Site Improvement Project at the Lamb Canyon Landfill;

23 **WHEREAS**, the Project is critical to the essential function of providing disposal  
24 services to County residents at the Lamb Canyon Landfill facility and is necessary to  
25 promote and protect the safety, health and welfare of residents and property within the  
26 County of Riverside;

27 **WHEREAS**, the fee simple interest in the Subject Property is needed for the  
28 Project;

FORM APPROVED COUNTY COUNSEL  
BY:  BRUCE G. FORDON  
DATE: 2-1-18

1           **WHEREAS**, the statutes that authorize the County of Riverside to acquire the  
2 Subject Property Interests by eminent domain include Article 1, Section 19 of the  
3 California Constitution; Section 25350.5 of the Government Code; The County is  
4 authorized to acquire property by eminent domain pursuant to various statutes  
5 including Government Code Sections 1240.010, 1240.020, 1240.030, 1240.040,  
6 1240.110, and 1240.510, and 1240.610 of the Code of Civil Procedure; as well the  
7 County of Riverside's general power and authority to acquire property for the purpose  
8 of promoting and protecting public health, safety and welfare.

9           Now, therefore, **BE IT RESOLVED AND ORDERED** as follows by the Board of  
10 Supervisors of Riverside County, State of California, not less than four/fifths of all  
11 members concurring, in regular session assembled on March 20, 2018, that this Board  
12 finds and determines each of the following:

13           1.       Notice of the Board's intention to adopt this resolution of necessity was  
14 duly given as required by Section 1245.235 of the Code of Civil Procedure and, on the  
15 date and at the time and place fixed for hearing, this Board did hear and consider all of  
16 the evidence presented.

17           2.       That the public interest and necessity require the Project;

18           3.       That the Project is planned or located in the manner that will be most  
19 compatible with the greatest public good and the least private injury;

20           4.       That the Subject Property is necessary for the Project;

21           5.       That the offers required by Section 7267.2 of the Government Code have  
22 been made to the owners of record of the Subject Property;

23           6.       That, to the extent that the Subject Property is already devoted to a public  
24 use, the use of the Project is a compatible use that will not unreasonably interfere with  
25 or impair the continuance of the public use as it presently exists or may reasonably be  
26 expected to exist in the future (California Code of Civil Procedure Section 1240.510) or  
27 the use of the Project is a more necessary public use than is the presently existing  
28 public use (California Code of Civil Procedure Section 1240.610);

1           7.     That pursuant to the California Environmental Quality Act, no further  
2 action is required, as all potentially significant effects on its environment have been  
3 analyzed in Environmental Assessment No. 2017-01 approved by this Board on  
4 February 6, 2018;

5           8.     That acquisition of the Subject Property is necessary to promote and  
6 protect the safety, health and welfare of residents and property within the County of  
7 Riverside; and

8           9.     That acquisition of the Subject Property will promote the interests of the  
9 County of Riverside.

10           **BE IT FURTHER RESOLVED AND ORDERED** that the County Counsel of the  
11 County of Riverside is hereby authorized and empowered:

12           1.     To acquire the Subject Property Interests by condemnation in accordance  
13 with the Constitution and laws relating to eminent domain.

14           2.     To prepare and prosecute in the name of the County such proceedings in  
15 the proper court having jurisdiction thereof as are necessary for such acquisition.

16           3.     To make application to the Court for an order to deposit the probable  
17 amount of compensation out of proper funds under the control of the County into the  
18 Condemnation Deposits Fund with the Office of the State Treasurer and to make  
19 application to the Court and for an order permitting the County to take prejudgment  
20 possession and use the Subject Property Interest for the purpose of constructing the  
21 Project.

22           4.     To compromise and settle such proceedings if such settlement can be  
23 reached, and in that event, to take all necessary actions to complete the acquisition,  
24 including stipulations as to judgment and other matters and the causing of all payments  
25 to be made.

26           5.     To correct any errors or to make or agree to nonmaterial changes in the  
27 legal description of the real property that are deemed necessary for the conduct of the  
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1 condemnation action, or other proceedings or transaction required to acquire the  
2 Subject Property Interests.

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ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez 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.

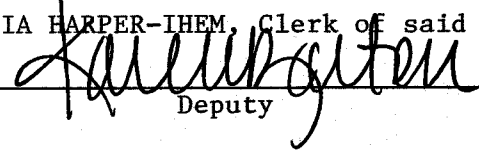
KECIA HARPER-IHEM, Clerk of said Board  
By   
Deputy



Exhibit "A"

**Lamb Canyon Sanitary Landfill  
Parcels A & B**

**Parcel A**

Parcel A of Instrument No. 2008-0127037, recorded March 14, 2008, records of Riverside County, State of California, and being located in Section 20, Township 3 South, Range 1 West, San Bernardino Meridian within the unincorporated territory of Riverside County, described as follows:

Beginning at the southeast corner of said Section 20 as shown in Record of Survey on file in Book 130, Pages 91 through 95, inclusive, of Records of Survey, records of said county;

Thence along the south line of said Section 20, North 89° 21' 47" West, 1021.52 feet to the southeasterly line of land conveyed to the Southern California Edison Company by deed recorded June 12, 1970 as Instrument No. 55234 of Official Records of said county;

Thence leaving said south section line and along said southeasterly line, North 42° 10' 43" East, 1512.36 feet to the east line of said Section 20;

Thence leaving said southeasterly line and along the east line of said section, South 00° 18' 12" East, 1132.11 feet to the Point of Beginning.

The above-described parcel of land contains 13.27 acres, more or less.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2007.00. Divide grid distances by a combination factor of 0.99989938 to obtain ground distances.

**Parcel B**

Parcel B of Instrument No. 2008-0127037, recorded March 14, 2008, records of Riverside County, State of California, and being located in Section 20, Township 3 South, Range 1 West, San Bernardino Meridian within the unincorporated territory of Riverside County, described as follows:

Commencing at the east quarter corner of said Section 20 as shown in Record of Survey on file in Book 130, Pages 91 through 95, inclusive, of Records of Survey, records of said county;

Thence along the east line of the southeast quarter of said Section 20, South 00° 18' 12" East, 539.50 feet to the Point of Beginning, said point being North 00° 18' 12" West, 2069.12 feet from the southeast quarter corner of said Section 20;

Thence continuing along said east line, South 00° 18' 12" East, 529.86 feet to the northwesterly line of land conveyed to the Southern California Edison Company by deed recorded June 12, 1970 as Instrument No. 55231 of Official Records of said county;

Thence leaving said east line and along said northwesterly line, South 76° 30' 04" West, 26.59 feet to an angle point;

Thence continuing along said northwesterly line, South 42° 10' 43" West, 1857.79 feet to the east line of the southwest quarter of the southeast quarter of said Section 20;

Thence leaving said northwesterly line of the Edison land and along said east line, North 00° 06' 44" West, 1164.18 feet to the northeast corner of said southwest quarter of the southeast quarter;

Thence leaving said east line and along the north line of said southwest quarter of the southeast quarter, North 89° 21' 12" West, 1252.68 feet to a point distant South 89° 21' 12" East, 24.00 feet from the northwest corner of said southwest quarter of the southeast quarter;

Thence leaving said north line, North 00° 26' 39" East, 734.51 feet;

Thence South 89° 59' 59" East, 2519.65 feet to the Point of Beginning;

The above-described parcel of land contains 56.71 acres, more or less.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2007.00. Divide grid distances by a combination factor of 0.99989938 to obtain ground distances.



  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752

Signed on Behalf of:

Department of Waste Resources

Date: 1-28-16



**COUNTY OF RIVERSIDE  
DEPARTMENT OF WASTE RESOURCES  
NOTICE OF DETERMINATION**

**TO:**

- Office of Planning and Research (OPR)  
1400 Tenth Street  
Sacramento, CA 95814
  
- County Clerk  
County of Riverside

<p>For County Clerk's Use</p>	<p>Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date <span style="margin-left: 100px;">Initial</span></p> <p style="text-align: right; font-size: 2em; font-family: cursive;">Via Waste</p>
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**FROM:**  
Riverside County  
Department of Waste Resources  
14310 Frederick Street  
Moreno Valley, CA 92553

**Subject:** Filing of Notice of Determination in Compliance with Section 21152 of the Public Resources Code

**Project Title:** Land Acquisition and Site Improvement Project at the Lamb Canyon Landfill

**State Clearinghouse (SCH) No.:** 2017121020 **Contact:** Ryan Ross **Phone:** 951-486-3200

**Project Applicant & Address:** Riverside County Department of Waste Resources  
14310 Frederick Street, Moreno Valley, CA 92553


**Project Location:** The Project is located directly north of the Lamb Canyon Landfill and is accessible from the landfill which is located at 16411 Lamb Canyon Road between the cities of Beaumont and San Jacinto, in unincorporated Riverside County. The APNs for the Project are 424-100-008 (portion) and 424-100-013.

**Project Description:** This Project activity addresses the approval of Resolution No. 2018-039, authorizing the Resolution of Necessity for the Lamb Canyon Landfill Expansion Project, as well as funding for the acquisition of two vacant parcels (approximately 70 acres) adjacent to the active Lamb Canyon Landfill through an eminent domain process.

**This is to advise that the Riverside County Board of Supervisors has approved the above-referenced project on March 20, 2018 and has made the following determinations regarding the Project:**

1. The Project will not have a significant effect on the environment. Project impacts were previously analyzed and mitigated through mitigation measures adopted as part of the Project's Environmental Assessment (EA)/Mitigated Negative Declaration (MND) No. 2017-01 (SCH No. 2017121020), which was previously adopted on February 6, 2018, pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).
2. A MND was not prepared for this Project activity pursuant to the provisions of CEQA.
3. Mitigation measures were not made a condition of the approval of this Project activity.
4. A mitigation monitoring program was not adopted for this Project activity.
5. A statement of overriding considerations was not adopted for this Project.
6. Findings were made pursuant to the provisions of CEQA.

**This is to certify that the adopted environmental documents and record of Project approval is available to the general public at:** Riverside County Department of Waste Resources  
14310 Frederick Street, Moreno Valley, CA 92553

**Signature:**  **Title:** Principal Planner **Date:** March 20, 2018

<p><b>TO BE COMPLETED BY OPR</b> Date Received for Filing and Posting at OPR:</p>	
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**Maxwell, Sue**

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**From:** Maxwell, Sue  
**Sent:** Thursday, March 15, 2018 11:30 AM  
**To:** Kernkamp, Hans; Trumbauer, Lynda; COB-Agenda (COB-Agenda@rivco.org); George Johnson (GAJohnson@RIVCO.ORG); Robert Field (RFIELD@RIVCO.ORG); Stephi Villanueva (SVillanueva@RIVCO.ORG); Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)  
**Subject:** March 20 2018 Item 9.1 MT 6335 - Public Comment Opposing Resolution No 2018-039 (Scott Krentel)  
**Attachments:** 2018-3-138951 Lamb Canyon Expansion Opposition 03-20-2018 Item 9.1.pdf

Good morning,

Attached is a scanned letter received by the COB from The Bailey Legal Group, representing Scott Krentel, opposing the Lamb Canyon Landfill Expansion Project in Beaumont (Resolution No 2018-039).

This is being sent for review before the Board meeting on March 20, 2018, Agenda Item No 9.1 (MinuteTraq No 6335).

The original letter is filed with the Agenda Back-up.

With thanks and warm regards,

*Sue Maxwell*

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon Street, 1<sup>st</sup> Floor, Room 127

Riverside, CA 92501

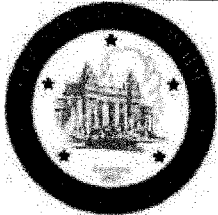
(951) 955-1069 Fax (951) 955-1071

Mail Stop #1010

[smaxwell@rivco.org](mailto:smaxwell@rivco.org)

<http://rivcocob.org/>

<https://www.facebook.com/RivCoCOB/>



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**THE BAILEY LEGAL GROUP**

25014 Las Brisas Road South, Suite B  
Murrieta, California 92562  
Telephone: (951) 304-7566  
Facsimile: (951) 304-7571

March 14, 2018

Riverside County Board of Supervisors  
c/o Ms. Kecia Harper-Ihem  
Clerk to the Board of Supervisors  
1<sup>st</sup> Floor, County Administrative Center  
P. O. Box 1147  
4080 Lemon Street  
Riverside, CA 92502-1147

Hand delivered on 3/15/18

Re: Notice of Intent to Appear and Object to Resolution No. 2018-038, Notice of Intention to Adopt a Resolution of Necessity for the Lamb Canyon Landfill Expansion Project in the Beaumont Area  
Assessor's Parcel Numbers 424-100-008 and 424-100-013

Dear Honorable Riverside County Board of Supervisors:

This firm represents Scott Krentel ("Krentel"), who has contractual rights for the purchase of all the real property which is currently owned or managed by John J. Menchaca, the Chapter 7 Trustee ("Trustee") for the Bankruptcy Estate of The Preserve LLC, case no. 2:10-bk-18429-BB ("Preserve Estate"). Included within the purchase is the Assessor's Parcel Numbers identified above, which are the subject matter of Resolution No. 2018-038 ("Resolution").

This correspondence shall serve as Mr. Krentel's notice of intent that this office, on behalf of Mr. Krentel, will be appearing to make formal objections to the proposed Resolution on, among other grounds, the following:

- (1) Said action is potentially in violation of the automatic stay<sup>1</sup> now in effect protecting the Preserve Estate; and
- (2) Any action to adopt the Resolution is in direct violation of a "Memorandum of Understanding" ("MOU") dated January 8, 2008,

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<sup>1</sup> Although there are possible exceptions to the automatic stay for governmental agencies exercising their policing and regulatory powers, it is my understanding that eminent domain is not an exception under 362(b)(4) per In re Altamirco (Bankr. C.D. Cal. 1986) 56 B.R. 199 and In re PMI-DVW Real Estate Holdings LLP (Bankr. D. Az. 1999) 240 B.R. 24.

302 11 12 PM 8:55

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2018-3-138951

entered into by the County of Riverside ("County"), Riverside County Waste Management Department ("Waste Management"), City of Beaumont ("City"), and The Preserve LLC ("Preserve"), a copy of which is enclosed for your reference.<sup>2</sup>

Although a "Release of Agreement" of the MOU was recently recorded (copy attached) on March 5, 2018, it was for purposes of only clearing a cloud on title that was created by an improper and premature recording (7/17/12) of the MOU by the Economic Development Agency Real Estate Division on behalf of the County. Accordingly, it is my understanding and belief that the MOU is still in effect.

We have been advised by your County Counsel's office "...that the MOU has no force or effect at this point..." However, the MOU was made, entered into, signed by and is enforceable by and against the County and Section 14 (c), of the MOU clearly states, in pertinent part:

"Potential Future Eminent Domain Proceedings. If for any reason the CITY does not transfer the PROPERTY to the COUNTY within five years of the CITY's initial approval of the Legacy Highlands Specific Plan, the CITY and PRESERVE, including their successors-in-interest, agree not to challenge, contest, or oppose the COUNTY's right to take the PROPERTY by eminent domain. ... The parties agree that the final appraisal of Len Perdue as provided above shall be purchase price for the PROPERTY... ... The COUNTY agrees to meet and confer with CITY and the PRESERVE prior to adopting any declaration of necessity relating to the PROPERTY..."

By the express language of the MOU, the County is required to "meet and confer" as well as follow the mediation process set forth in the MOU prior to adopting any "declaration of necessity" relating to the Property. If the County believes "...that the MOU has no force or effect at this point..." then Mr. Menchaca, as the Trustee for the Preserve, and/or Mr. Krentel, as a successor-in-interest, would and do have the "... right to challenge, contest or oppose the County's right to take the PROPERTY by eminent domain."

The County and/or Waste Management cannot have it both ways. Accordingly, if the County is unable or unwilling to take the March 20th hearing off calendar and does issue any "declaration of necessity," then

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<sup>2</sup> I am informed that the attorneys for the Trustee, on behalf of the Preserve Estate, concur with these objections. In fact, I am further informed that previous requests were made by the County to the Trustee to acquire the property in question, and that the attorneys advised the County that: (a) the property was under contract for sale to Mr. Krentel; and (b) any commencement of a condemnation proceeding would potentially be in violation of the automatic stay.

Page Three  
March 14, 2018

Mr. Menchaca and/or Mr. Krentel as "successors- in-interest" are likewise entitled to legally and factually challenge any eminent domain proceeding based upon any declaration of necessity that may be issued on 3/20/18.

In addition to the above, please be advised that should the County proceed forward with the 3/20/18 meeting and issue any declaration of necessity in violation to the MOU, then Mr. Krentel, as a "successor-in-interest," reserves<sup>3</sup> all his rights, claims, damages, sanctions, attorney fees, etc., relating to the Legacy Highlands Project and its entitlement rights and/or interests.

Based upon the foregoing, demand is hereby made that the above-referenced hearing be taken off calendar, and that the County does not adopt the proposed Resolution.

Sincerely,

**THE BAILEY LEGAL GROUP**

By: \_\_\_\_\_

John L. Bailey

JLB:kg

Enclosures

cc: w/enclosures

John J. Menchaca

c/o Monica Kim, Esq. (Via email only)

Scott Krentel (via email only)

Jeffrey Broker, Esq. (Via email only)

Dugan Kelly, Esq. (Via email only)

Riverside County Counsel Office

Attn: Bruce Fordon, Esq. (Via email only)

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<sup>3</sup> I am further advised that the Trustee, on behalf of the Preserve Estate, also reserves all of its rights and claims with regard to any violation of the automatic stay, breach of the MOU, and/or resulting loss or jeopardy of the Legacy Highlands entitlements.



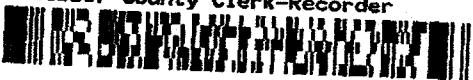
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**2018-0082037**

03/05/2018 12:17 PM Fee: \$ 97.00

Page 1 of 9

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



675

WHEN RECORDED MAIL TO

NAME The Bailey Legal Group

MAILING 25014 Las Brisas South,  
ADDRESS

CITY, STATE Murrieta, CA 92562

ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

RELEASE OF AGREEMENT

**RELEASE OF AGREEMENT**  
(Memorandum of Understanding)

NOTICE IS HEREBY GIVEN that that certain "Memorandum of Understanding Among **The City of Beaumont, The County of Riverside and The Preserve, LLC** Regarding Cooperation on Potential Future Expansion of the Lamb Canyon Sanitary Landfill, the Legacy Highlands Specific Plan, Implementation of the Cooper's Creek Special Connectivity Reserve and Policy Area and Agreement to Dedicate, Buy and Sell Land" ("MOU") recorded on July 17, 2012, in the Official Records of Riverside County as document no. 2012-0332215, with respect to that certain real property as more legally described in Exhibit "1" attached hereto and incorporated by reference, is hereby released.

The individuals signing this Release Agreement on behalf of each party represent and warrant that they are authorized to do so on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have signed this document on the date appearing on their attached signature pages to this Release Agreement.

SEE ATTACHED SIGNATURE PAGES

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Signature Page to  
Release of Agreement

COUNTY OF RIVERSIDE AND  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

Office of Riverside County Counsel

By: B. Fordon

Bruce G. Fordon, Deputy County  
Counsel IV, County of Riverside

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.

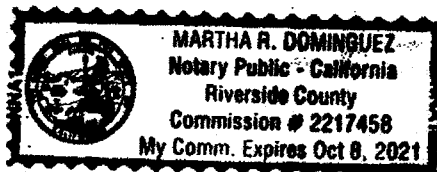
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.

On NOVEMBER 30, 2017, before me, MARTHA B. DOMINGUEZ, Notary Public, personally appeared Bruce G. Fordon, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under 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.

M. B. Dominguez



Signature Page to  
Release of Agreement

CITY OF BEAUMONT  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

By: \_\_\_\_\_

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 ) ss.

On 2/9/2018, 2017, before me, Karee Keyser, Notary Public, personally appeared Jeffrey Todd Parton, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under 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.

Karee Keyser



Signature Page to  
Release of Agreement

CITY OF BEAUMONT  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

By: \_\_\_\_\_

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.

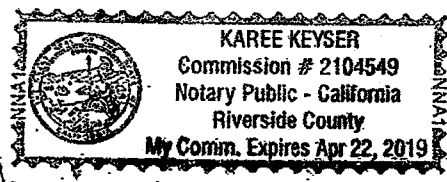
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.

On 2/9/2018, ~~2017~~, before me, Karee Keyser, Notary Public, personally appeared Jeffrey Todd Parton, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under 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.

Karee Keyser



Signature Page to  
Release of Agreement

THE PRESERVE, LLC

By: *John Menchaca*

Dated: 12/4, 2017

John Menchaca, Solely in his  
Capacity As Trustee  
for the Estate of The Preserve,  
LLC under United States Bankruptcy Court for the  
Central District of California  
Case No. 2:10-bk-18429-BB

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.

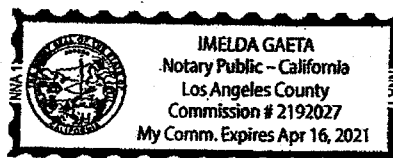
STATE OF CALIFORNIA )  
COUNTY OF ) ss.

On December 4, 2017, before me, Imelda Gaeta, Notary Public, personally appeared John Menchaca, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under 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.

*Imelda Gaeta*



Parcel 1:

Lots 6, 7 and 8 in Section 8, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

Excepting therefrom, that portion of Lots 7 and 8, conveyed to Archie C. Johnson and Evelyn D. Johnson, in deed recorded January 22, 1963 as Instrument No. 63-7083 of Official Records, described as follows:

Beginning at the northeast corner of said Lot 8; thence Westerly on the north line of said Lot 8, 400.00 feet; thence Southerly, at right angles to said northerly line, 900.00 feet; thence Easterly, parallel with the northerly line of said Lots 7 and 8, 1000.00 feet to a point in said Lot 7; thence Northerly, at right angles, 900.00 feet to a point on the north line of said Lot 7; thence Westerly on said north line 600.00 feet to the point of beginning.

Also excepting from Lot 7, an undivided 1/20 interest in all oil and mineral rights and deposits, as reserved by Ed C. Martin, Birdie F. Martin and James E. Thompson, in deed recorded June 15, 1946 in Book 756, Page 217 of Official Records.

(APN: 421-070-004; -005 and -007)

Parcel 2:

Section 17, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

Excepting therefrom, that portion described as follows:

Beginning at a point from which the northeast corner of said section bears North 14°58'00" East, 1,073.00 feet; thence South 88°42'00" West, 660.00 feet; thence South 01°18'00" East, 660.00 feet; thence North 88°42'00" East, 660.00 feet; thence North 01°18'00" West, 660.00 feet to the point of beginning.

(APN: 421-080-002)

Parcel 3:

The North half of the Northwest quarter and the Southwest quarter of Northwest quarter of Section 20, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

Excepting therefrom, all oil and gas together with the right to prospect for, mine and remove such deposits from same upon compliance with the conditions and subject to the provisions and limitations of Act of July 17, 1914, as reserved in the Patent from the United States of America, recorded March 15, 1949 in Book 1059, Page 170 of Official Records.

(APN: 421-190-002)

Parcel 4:

The North half of the Northeast quarter and the Southwest quarter of the Northeast Quarter and the Southeast quarter of the Northwest quarter of Section 20, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

(APN: 421-190-003)

Parcel 5:

Thence West half of the Northeast quarter of the Southwest quarter of Section 20, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

(APN: 421-190-006)

Parcel 6:

The Southeast quarter of the Northeast quarter and the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter and the East half of the Northeast Quarter of the Southwest quarter, Section 20, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

Excepting therefrom, that portion conveyed to Southern California Edison Company in deed recorded June 12, 1970 as Instrument No. 55231 of Official Records.

(APN: 421-190-004; -005 and -011)

Parcel 6A:

An easement and right of way to construct, use, maintain and repair one road, 20.00 feet wide, extending in a generally northwesterly and southeasterly direction in, on, over and across that portion of the Southeast quarter of Section 20, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof. conveyed to Southern California Edison Company in deed recorded June 12, 1970 as Instrument No. 55231 of Official Records.

(APN: Portion of 421-190-012)



Parcel 7:

That portion of Government Lots 7 and 8 of Fractional Section 8, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof, described as follows:

Beginning at the northeast corner of said Lot 8; thence Westerly 400.00 feet on the northerly line of said Government Lot 8; thence Southerly 900.00 feet at right angles to said northerly line; thence Easterly 1000.00 feet, parallel with the northerly line of said Lots, to a point in said Lot 7; thence Northerly 900.00 feet, at right angles, to a point on the northerly line of said Lot 7; thence Westerly 600.00 feet on said northerly line, to the point of beginning.

Also excepting from Lot 7, an undivided 1/20 interest in all oil and mineral rights and deposits, as reserved by Ed C. Martin, Birdie F. Martin and James E. Thompson, in deed recorded June 15, 1946 in Book 756, Page 217 of Official Records.

(APN: 421-070-006)

Parcel 8:

Lots 1 and 2 in Section 8, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof.

Excepting therefrom, that portion included in a public highway on the North.

(APN: 421-070-001)

Parcel 8A:

An easement for ingress and egress over and across the Northerly 40.00 feet of Government Lot 3, Section 8, Township 3 South, San Bernardino Base and Meridian, in an unincorporated area of the County of Riverside, State of California, according to the official government plat thereof, as reserved in document recorded October 23, 1970 as Instrument No. 106752 of Official Records.

(APN: Portion of 421-070-008)

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of COUNTY OF RIVERSIDE  
3403 Tenth Street, Suite 500  
Riverside, Ca 92501

**FREE RECORDING**

This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
WCHG CL						T:	CTY	UNI	522

This conveyance is for the benefit of the County of  
Riverside and, as such is entitled to a free recording  
in accordance with Government Code 6103 and is  
Exempt from payment of Documentary Transfer Tax  
in accordance with Revenue and Taxation Code  
11922

**MEMORANDUM OF UNDERSTANDING**  
**AMONG THE CITY OF BEAUMONT, THE COUNTY OF RIVERSIDE AND THE**  
**PRESERVE, LLC REGARDING COOPERATION ON POTENTIAL FUTURE**  
**EXPANSION OF THE LAMB CANYON SANITARY LANDFILL, THE LEGACY**  
**HIGHLANDS SPECIFIC PLAN, IMPLEMENTATION OF THE COOPER'S**  
**CREEK SPECIAL CONNECTIVITY RESERVE AND POLICY AREA AND**  
**AGREEMENT TO DEDICATE, BUY AND SELL LAND**

(Title of Document)

**MEMORANDUM OF UNDERSTANDING  
AMONG THE CITY OF BEAUMONT, THE COUNTY OF RIVERSIDE AND THE  
PRESERVE, LLC REGARDING COOPERATION ON POTENTIAL FUTURE  
EXPANSION OF THE LAMB CANYON SANITARY LANDFILL, THE LEGACY  
HIGHLANDS SPECIFIC PLAN, IMPLEMENTATION OF THE COOPER'S CREEK  
SPECIAL CONNECTIVITY RESERVE AND POLICY AREA AND AGREEMENT TO  
DEDICATE, BUY AND SELL LAND**

This Memorandum of Understanding ("MOU") and Agreement to dedicate, sell and buy land is made and entered into this 8<sup>th</sup> day of January, 2008, by and among the City of Beaumont ("CITY"), the County of Riverside ("the COUNTY") and The Preserve, LLC ("PRESERVE"). The purpose of this MOU is to set forth a binding agreement between the parties regarding the CITY's potential approval of the Legacy Highlands Specific Plan project (or "Legacy Highlands"), and the COUNTY's potential future expansion of the Lamb Canyon Sanitary Landfill ("LCL"). This MOU further outlines the terms of the Agreement to dedicate, sell and buy land among the CITY, COUNTY, and PRESERVE to preserve open space, to create a buffer to mitigate impacts related to the proposed Legacy Highlands Specific Plan and the LCL, and facilitate the potential future expansion of the LCL. This MOU also serves to facilitate the CITY's implementation of its General Plan including consideration of land use entitlement applications related but not limited to implementation of the Legacy Highlands Specific Plan project ("Legacy Highlands") and implementation of the Cooper's Creek Special Connectivity Policies ("POLICIES") as set forth in the CITY's Resolution No. 2007-54. If the parties adhere to the commitments set forth in this MOU, then the COUNTY will not file a legal challenge to the CITY's potential approval of the Legacy Highlands Specific Plan (SCH No. 2005031155) and the CITY and PRESERVE will not file a legal challenge to the COUNTY's potential expansion of the LCL.

**RECITALS**

A. The COUNTY is considering proposing to expand of the LCL to effectively provide disposal services for COUNTY and CITY residents in order to protect their health and safety. Certain areas contemplated for potential LCL expansion are privately owned by the PRESERVE and currently have an approved CITY General Plan density of 2.0 dwelling units per acre. The CITY, COUNTY and PRESERVE have discussed the benefits of transferring density within the proposed Legacy Highlands Specific Plan to create an open space buffer area within approximately 389.35 acres adjacent to the LCL and provide approximately 70 acres therein for future expansion of the LCL. The CITY and PRESERVE acknowledge the need for the expansion of the LCL and desire to cooperate with the COUNTY in this effort. The COUNTY and PRESERVE acknowledge that the CITY needs to implement the CITY's General Plan. The PRESERVE also desires to cooperate with the CITY in the implementation of CITY Resolution No. 2007-54.

B. The PRESERVE submitted land use entitlement applications related to the Legacy Highlands Specific Plan project to the CITY for residential and commercial development within



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unincorporated Riverside County and the CITY's Sphere of Influence located southerly of State Route 60 (SR-60) and westerly of State Route 79 (SR-79), commonly referred to as "Legacy Highlands." The CITY is currently carrying out the environmental review process for Legacy Highlands. The CITY published a Draft Environmental Impact Report ("EIR") for Legacy Highlands on May 2, 2007.

C. The CITY is in the process of acquiring certain parcels of real property to implement the POLICIES pursuant to CITY Resolution No. 2007-54. The proceeds from the COUNTY'S purchase of the PROPERTY will be used by the CITY to acquire additional parcels to implement the POLICIES to the extent they become available in the future as determined in the sole and absolute discretion of the CITY.

D. The CITY, COUNTY and PRESERVE jointly and mutually desire to preserve open space, create a buffer between the LCL and future development within the CITY and mitigate land-use conflicts and incompatibilities resulting from the CITY's General Plan, the Legacy Highlands project and the LCL.

E. The PRESERVE has expressed an interest in facilitating implementation of the POLICIES and the potential future expansion of the LCL by dedicating approximately 389.35 acres to the CITY ("PROPERTY") for purposes which provide significant public benefits as stated above. This MOU sets forth the terms and conditions by which the PRESERVE shall dedicate, and the CITY shall accept fee title to the PROPERTY. A description of the PROPERTY is provided in Exhibit "A" to this MOU.

F. The COUNTY has expressed an interest in purchasing the PROPERTY from the CITY for purposes which provide significant public benefits as stated above. This MOU sets forth the terms and conditions by which the CITY shall sell, and the COUNTY shall buy, the PROPERTY.

G. The CITY and PRESERVE further agree that the POLICIES protect critical open space areas essential for the CITY and jointly and mutually desire to preserve open space pursuant to said POLICIES.

H. The parties agree that the LCL is a critical public facility in providing essential long-term waste disposal capacity for the COUNTY and CITY. The parties further agree that in order for the LCL to accommodate future waste disposal needs for COUNTY and CITY residents, future expansion(s) of the landfill may be necessary.

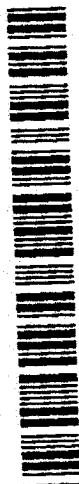
#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and/or covenants contained in this MOU, the parties agree as follows:

- 1) **Incorporation of Recitals.** Each recital set forth above is incorporated herein by reference and is made part of this MOU.



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- 2) **Dedication of the PROPERTY.** The PRESERVE agrees to dedicate at no cost to the CITY, and the CITY agrees to accept in fee, the PROPERTY and an approximately 157 additional acres as approximately shown on Exhibit "A" (in a final size and configuration as shall be agreed among the parties) within sixty (60) days of the initial approval of the Legacy Highlands Specific Plan by the Riverside Local Agency Formation Commission ("LAFCO") or if a lawsuit is filed challenging the CITY's or LAFCO's approval of the Legacy Highlands Specific Plan within ten (10) days of final date when any judgment in favor of the Legacy Highlands Specific Plan may be appealed or after the final settlement of any and all appeals or legal challenges related thereto, whichever date is later. If the PROPERTY is transferred to the COUNTY before the date provided herein, the CITY shall mutually agree with the PRESERVE on conditions waiving this provision.
- 3) **Purchase and Sale of the PROPERTY.** The CITY agrees to sell, and the COUNTY agrees to buy, for an estimated \$2 million (the actual price to be determined by an appraisal as provided for below), the PROPERTY as approximately shown on Exhibit "A" at such time as the CITY obtains unencumbered title to the PROPERTY from the PRESERVE. The CITY agrees to provide notice to the COUNTY of the date that it receives title to the PROPERTY within three (3) days of said date. The CITY further agrees to transfer the PROPERTY to the COUNTY when the COUNTY deposits the purchase price set out in the final appraisal for the PROPERTY in the escrow account as provided below. The CITY and the PRESERVE agree to adjust the acreage for the PROPERTY in consultation with the COUNTY, so the final appraisal of the PROPERTY will not exceed \$2.0 million dollars. Unless and until such time as the CITY or COUNTY obtains unencumbered title of the PROPERTY, the CITY shall not approve the proposed Legacy Highlands Specific Plan without providing for the dedication or sale of the PROPERTY as provided herein.
- 4) **Appraisal of the Property.** The parties agree to utilize the appraisal performed by Len Perdue dated September 10, 2007 as the purchase price for the 70 acres of the PROPERTY designated as the preferred CEQA site. The September 10, 2007 appraisal shall also serve as the basis for the purchase price of the entire PROPERTY subsequent to an adjusted re-valuation based on the additional acreage and public access. The COUNTY will fund the expense of the re-valuation.
- 5) **Escrow Account.** The CITY and the PRESERVE agree to set up an escrow account for the transfer of the PROPERTY and provide escrow instructions consistent with this MOU. The escrow instructions shall be subject to review and reasonable approval by the Riverside County Counsel and the Beaumont City Attorney. The COUNTY agrees to deposit into the escrow account, the purchase price set out in the final appraisal for the PROPERTY within thirty (30) days of receiving notice from the CITY that the CITY has obtained title to the PROPERTY or within thirty (30) days of receipt of the final appraisal, whichever date is later. The PROPERTY will be transferred to the COUNTY within three (3) days of the COUNTY's deposit of the purchase price set out in the final appraisal for the PROPERTY. The COUNTY and CITY may mutually agree to other arrangements for the transfer of the PROPERTY.
- 6) **Use of Property.** The COUNTY shall reserve for itself and its successors the perpetual open space and land conservation covenant and deed restriction contained in Exhibit "B" over

approximately 319 acres of the PROPERTY, as approximately depicted on Exhibit "A". The COUNTY further agrees to record this covenant concurrently with the transfer of the PROPERTY. The remaining approximately 70 acres of the PROPERTY shall be designated as part of a preferred site for potential future expansion of the LCL subject to and contingent upon future compliance with CEQA, consistent with CEQA Guidelines section 15004, subd. (b)(2). The parties understand and agree that any expansion of the LCL onto the designated preferred site will be subject to and contingent upon future environmental review pursuant to the California Environmental Quality Act (CEQA) before any formal decision is made regarding uses or facilities at the site.

- 7) **CEQA Compliance.** The parties recognize and agree that the COUNTY and CITY are required to exercise unconstrained discretion in complying with CEQA, and that such compliance and the decisions of COUNTY and CITY based on such compliance will be without prior constraint or commitment as to how such discretion will be exercised. The COUNTY's designation of the PROPERTY as a preferred site for future expansion of the LCL shall not affect the COUNTY's ability to exercise its sole and absolute discretion with respect to the PROPERTY or the LCL. Nothing contained in this MOU shall be construed to require COUNTY to make any particular finding or to otherwise exercise its sole and absolute discretion in any manner regarding the potential future expansion of the LCL, the conditions that may be attached to any such approval or mitigation measures that may be adopted. The COUNTY's plans for the future expansion of the LCL shall not affect the CITY's ability to exercise its discretion with respect thereto or to the Legacy Highlands project, which is otherwise consistent with this MOU. All parties agree this MOU is exempt under CEQA pursuant to CEQA Guidelines sections 15004, subd. (b)(2)(a), 15061, subd. (b)(3), 15262, 15313, 15317, and 15325. The CITY and COUNTY agree to file Notices of Exemption within 36 hours of their approvals of the MOU.
- 8) **Access and Recycled Water.** The COUNTY has expressed a desire for legal access to the PROPERTY and the LCL across adjacent lands owned by the PRESERVE in order to obtain recycled water from the CITY and secondary access to the LCL. The CITY and PRESERVE including their successors-in-interest, agree to assist and cooperate with the COUNTY in obtaining such legal access rights when and if development proceeds within the Legacy Highlands Specific Plan.
- 9) **Potential Expansion of LCL.** The CITY and PRESERVE acknowledge the COUNTY is contemplating expanding the LCL. The contemplated expansion area includes acreage from the existing landfill site as well as approximately 70 acres of the PROPERTY. The COUNTY will designate a preferred site for potential future expansion of the LCL, including approximately 70 acres of the PROPERTY. Exhibit "C" to this MOU is a true and correct copy of a map showing the preferred site to expand the LCL. The contemplated expansion area would be utilized in the future to expand the landfill footprint area and to establish ancillary facilities. The PROPERTY would also allow the COUNTY to capture the headwaters of the contemplated LCL expansion and provide appropriate drainage and erosion control measures and environmental monitoring and control. The COUNTY and CITY agree to cooperate on the planning and environmental review of the potential expansion of the LCL. The CITY acknowledges that such cooperation shall not effect the COUNTY's absolute and sole discretion relating to any future expansion of the LCL. The

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CITY and the PRESERVE, as well as their successors-in-interest, agree not to file a legal challenge to the COUNTY's expansion of the LCL or any future approval(s) by the COUNTY for expansion of the LCL within the designated preferred CEQA site.

10) **Recordation of MOU.** Within three (3) days of any LAFCO approval relating to the Legacy Highlands Specific Plan, the PRESERVE agrees to record this MOU in the chain of title to all parcels within the proposed Legacy Highlands Specific Plan in the official records of the COUNTY. Exhibit "D" to this MOU contains of map identifying all the parcels within the proposed Legacy Highlands Specific Plan. The PRESERVE further agrees to provide notice to the COUNTY within seven (7) days of satisfying this provision.

11) **Conditions of Approval for Planning Area 5 of Legacy Highlands.** The CITY agrees to apply and the PRESERVE agrees to accept the following conditions of approval to be applied to Planning Area 5 of the Legacy Highlands Specific Plan if said specific plan is approved:

(a) **Disclosure of LCL.** Prior to the tentative approval of any and each land division within Planning Area 5 of the Legacy Highlands Specific Plan, a Condition of Approval shall be applied to the subdivision map requiring that prior to final map recordation, the applicant shall provide for the notification of all initial and future purchasers of dwelling units of the existence of the LCL and the COUNTY's designation of a portion of the PROPERTY as a preferred site for future expansion of the LCL pursuant to the recorded MOU, which shall include the following:

1. Recorded Declaration of Covenants, Conditions and Restrictions (CC&Rs), which will be included with the overall Covenants, Conditions and Restrictions for the Legacy Highlands Specific Plan. These CC&Rs must be provided to each home buyer and must be read and signed by the buyer prior to the close of escrow.
2. Transfer Statement to be included in Grant Deeds, which will run with the land and ensure that any subsequent home buyer will be notified of the CC&Rs with the disclosures, as noted above.
3. Declaration of CC&Rs, which is a public disclosure included within the State of California, Department of Real Estate, Final Subdivision Public ("White") Report. This "White Report" is also read and signed by each home buyer prior to the close of escrow.
4. Statement to be signed by Transferee (Purchaser), which specifically and fully informs the home buyer of the LCL and designation of the preferred site for future expansion of the LCL contemplated by this MOU. The Statement shall be subject to review and reasonable approval by the Riverside County Counsel and Beaumont City Attorney.

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- (b) Easement in favor of LCL. Concurrently with the recordation of any subdivision within Planning Area 5 of the Legacy Highlands Specific Plan, easements and/or a right-of-way shall be recorded to allow the COUNTY (1) secondary access to the PROPERTY, and (2) to connect to a recycled water pipeline in the subdivision(s). The easements and/or right of way shall be shown on the final recorded map(s) for any and each of these land divisions. The easements and/or right-of-way shall be subject to review and reasonable approval by the Riverside County Counsel and Beaumont City Attorney.

12) **Legacy Highlands Specific Plan Conditions of Approval.** The CITY agrees to apply and the PRESERVE agrees to accept the following conditions of approval to the Legacy Highlands Specific Plan if said specific plan is approved:

- (a) Dedication or Agreement for PROPERTY. Unless and until the COUNTY obtains unencumbered title to the PROPERTY, a Condition of Approval shall be applied requiring the dedication or sale of the PROPERTY as provided herein. No further approvals or permits will be granted relating to the Legacy Highlands Specific Plan or Legacy Highlands project until the COUNTY obtains unencumbered title to the PROPERTY. The condition of approval shall be subject to review and reasonable approval by the Riverside County Counsel and Beaumont City Attorney.
- (b) Recordation of Covenant. The PRESERVE shall record a covenant running with the land consistent with the provisions set forth in this MOU in the official records of the COUNTY. The covenant shall apply to each lot, or undivided fractional interest in all units, within the Legacy Highlands Specific Plan. Exhibit "D" to this MOU contains of map of the Legacy Highlands Specific Plan. The covenant shall provide that each owner of a residential lot or an undivided fractional interest within the Legacy Highlands Specific Plan is aware of LCL and its potential future expansion and waives any right to file a legal challenge to the future expansion(s) of the LCL consistent with State Law and this MOU, specifically any land use consistency or compatibility issues. The covenant shall state that it is a covenant and/or equitable servitude that runs with the land. The covenant shall be subject to review and reasonable approval by the Riverside County Counsel and Beaumont City Attorney, and shall be recorded as soon as reasonably possible but in any event prior to any real estate sales transaction relating to the Legacy Highlands project or within Legacy Highlands Specific Plan. The covenant shall include language: (1) for reasonable written notice in sales transactions of the covenant, (2) for right of enforcement of the covenant, including but not limited to, specific performance, damages, lien rights, and reasonable prevailing party attorney fees, and (3) that it run with the land. The parties intend the foregoing description to be a fair and accurate summary of the terms and conditions to be included in the transfer covenant.
- (c) COUNTY Approval Requirements for the Legacy Highlands Specific Plan. The CITY agrees to apply and the PRESERVE agrees to accept the following

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conditions of approval to any development on land adjacent to the PROPERTY within the Legacy Highlands Specific Plan if said specific plan is approved:

1. The parties understand and agree that the master flood control/drainage plans for the Specific Plan area and/or the flood control/drainage plans for any and each subdivision containing a proposed sedimentation basin will be subject to review by the COUNTY Waste Management Department.
2. Prior to issuance of a building permit, the developer/applicant for any and each subdivision shall be required to prepare a Waste Recycling Plan (WRP) for approval by CITY that, at a minimum, identifies the materials (i.e., concrete, asphalt, wood, etc.) that will be generated by construction and development, the projected amounts, the measures/methods that will be taken to recycle, reuse, and/or reduce the amount of materials, the facilities and/or haulers that will be utilized, and the targeted recycling or reduction rate.
3. The PRESERVE including its successors-in-interest agrees to demonstrate compliance to the CITY (i.e., receipts or other type verification) with the approved WRP at all times during development of the Legacy Highlands project. The parties shall cooperate as needed to maintain project compliance at all times and the CITY shall have the authority to halt any and all development activities within the Legacy Highlands project should it deem in its sole and absolute discretion the project or any component portion thereof is not in compliance.

13) **COUNTY'S Obligations.** If the PROPERTY is transferred to the COUNTY consistent with the terms provided in this MOU and the CITY's approval of proposed Legacy Highlands Specific Plan is substantially similar to the project described in the Draft EIR, then the COUNTY shall not file a legal challenge to the CITY's approval or annexation of the Legacy Highlands project. If the PRESERVE does not proceed with the Legacy Highlands Specific Plan and the PROPERTY has been transferred to the COUNTY, the COUNTY further agrees not to file a legal challenge to any project within the Legacy Highlands Specific Plan area substantially similar to the proposed project in the Legacy Highlands Specific Plan Draft EIR. If and when the PROPERTY is transferred to the COUNTY, the COUNTY specifically acknowledges that the proposed densities within the Legacy Highlands Specific Plan are consistent with the CITY's general plan and do not create land use consistency or compatibility issues with the LCL or the contemplated expansion of the LCL as described herein.

14) **Legal Challenges to Legacy Highland Specific Plan.** If a lawsuit is filed challenging the approval of the Legacy Highlands Specific Plan, the parties agree the following provisions will apply.



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- a) Tolling Agreement. The parties agree that the Statute of Limitations for any challenge by the COUNTY relating to the Legacy Highlands Specific Plan is tolled until the PROPERTY is transferred to the COUNTY. The timeframe between any approval of Legacy Highlands Specific Plan and the date of recordation of the transfer of the PROPERTY to the COUNTY, shall not be included in computing the running of, or deadline under, any statute of limitations that may be applicable to any action brought or claim asserted by the COUNTY in any court in connection with the approval of the Legacy Highlands Specific Plan or subsequent approvals by the CITY or any public entity relating to Legacy Highlands. The parties contemplate that the transfer of the PROPERTY will take place within sixty (60) days of the LAFCO's approval of Legacy Highlands Specific Plan; however, the tolling agreement shall be extended as may be needed to cover any appeal or legal challenge related to Legacy Highlands. The CITY and the PRESERVE agree any defenses or claims of laches, estoppel, waiver or other similar defenses based upon the timeliness of any action brought or claim asserted by the COUNTY shall not include the above-described period.
- b) Waiver. The CITY and the PRESERVE further agree to waive any defense based on exhaustion of administrative remedies, standing, or similar defenses. The parties agree that this MOU and the transfer of the PROPERTY to the COUNTY adequately mitigates the significant land use consistency and compatibility issues between the Legacy Highlands Specific Plan project, the LCL and the contemplated future expansion of the LCL as described in this MOU. If for any reason the PROPERTY is not transferred to the CITY (or the COUNTY through inverse condemnation proceedings), the parties further agree that significant land use consistency and compatibility issues will exist between the Legacy Highlands Specific Plan project, the LCL and the potential future expansion of the LCL, which would require recirculation of the Draft EIR for the Legacy Highlands project. The parties also agree that if the Legacy Highlands Specific Plan is remanded by any Court, the COUNTY is not limited to commenting on issues included within the scope of any such order or writ remanding the project. The parties agree that this MOU will be included in the administrative record for the Legacy Highlands project.
- c) Potential Future Eminent Domain Proceedings. If for any reason the CITY does not transfer the PROPERTY to the COUNTY within five years of the CITY's initial approval of the Legacy Highlands Specific Plan, the CITY and PRESERVE, including their successors-in-interest, agree not to challenge, contest, or oppose the COUNTY's right to take the PROPERTY by eminent domain. The CITY and PRESERVE further agree not to contest any declaration of necessity adopted by the COUNTY relating to the PROPERTY after said five year period has run, including but not limited to any findings or environmental review relating to any such declaration of necessity. The CITY and PRESERVE expressly waive any objections to COUNTY's taking of the PROPERTY under section 1250.360 of the California Code of Civil Procedure. The parties agree that the final appraisal of Len Perdue as provided above shall be purchase price for the PROPERTY and represents just compensation and the fair market value for PROPERTY in any eminent domain proceeding. The COUNTY agrees to meet and confer with CITY and the PRESERVE prior to adopting any declaration of necessity relating to the PROPERTY. The parties further agree that if the COUNTY takes the PROPERTY through eminent domain proceedings in accordance with this MOU, the action will not

result in a breach of this MOU, and any provisions of this MOU not affected by the action shall remain in effect. The parties agree that the only provisions of this MOU that would be affected by such an action are the provisions relating to how the PROPERTY is transferred. The CITY and the PRESERVE further agree to meet and confer regarding how the condemnation proceeds shall be distributed.

- 15) **COUNTY'S Right of Entry and Inspection.** The CITY and PRESERVE agree that from the date of any approval of Legacy Highlands Specific Plan and the date of recordation of the transfer of the PROPERTY to the COUNTY, the COUNTY and its designees shall have the right to enter upon all portions of the PROPERTY for purposes of conducting preliminary archeological, paleontological, biological, geological, geotechnical, environmental studies and investigations, and any other purposes reasonably related to COUNTY's acquisition of the PROPERTY. Such studies and investigations may include, but are not limited to, sub-surface explorations such as exploratory borings, groundwater wells, test pits and trenches for the purposes of providing material parameters and geotechnical and geologic data.
- 16) **Severability.** In the event any of the terms, conditions or covenants contained in this MOU are held to be invalid, any such invalidity shall not affect any other terms, conditions or covenants contained herein which shall remain in full force and effect. The parties further agree to cooperate and use their best efforts to remedy any invalid portion of this MOU. Any remedy shall be designed to meet all the objectives of this MOU to the extent feasible under the law. The parties agree that that any delay in the COUNTY's purchase of the PROPERTY resulting from the COUNTY's or CITY's legal compliance efforts, a court order, or court judgment shall not effect the CITY's obligation to transfer the PROPERTY to the COUNTY. The parties expressly agree to reform or enter into a new contract(s) to transfer of the PROPERTY to the COUNTY consistent with the terms of this MOU, if this MOU is held invalid or it is necessary for any other reason.
- 17) **Definitions.** For purposes of this MOU:
- (a) "CEQA" means the California Environmental Quality Act.
  - (b) "CITY" means the City of Beaumont.
  - (c) "COUNTY" means the County of Riverside.
  - (d) "LAFCO" means the Local Agency Formation Commission for Riverside County.
  - (e) "LCL" means Lamb Canyon Sanitary Landfill. The LCL is one of two regional landfills owned and operated by the COUNTY.
  - (f) "Legacy Highlands Specific Plan" or "Legacy Highlands" means the Legacy Highlands Specific Plan project (SCH No. 2005031155) and includes any subsequent projects within the Legacy Highlands Specific Plan area after any initial approval by the City Council of the Legacy Highlands Specific Plan

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- (g) "Planning Area 5 of the Legacy Highlands Specific Plan" means the area designated as such in Exhibit "D" to this MOU or any subsequent development within Planning Area 5 of the Legacy Highlands Specific Plan after any initial approval by the City Council of the Legacy Highlands Specific Plan
- (h) "PRESERVE" means The Preserve, LLC, a California limited liability company.
- (i) "CITY's Approval of the Legacy Highlands Specific Plan" means the final approval of the Legacy Highlands Specific Plan by the City Council. Final approval includes contemplate future approvals that may be required for the Legacy Highlands Specific Plan, or within the Legacy Highlands Specific Plan area, as depicted in Exhibit "D" to this MOU, as the result of a court order, settlement, or for any other reason after any initial approval by the City Council of the Legacy Highlands Specific Plan.

18) General provisions.

- (a) The titles and headings of the various sections of this MOU are intended solely for convenience of reference.
- (b) This MOU may not be altered or modified except in writing by a document signed by the CITY and the COUNTY.
- (c) The parties agree to attempt to mediate any dispute or claim or matter of interpretation arising between them relating to this MOU before resorting to court action.
- (d) The parties agree to continue to work together and cooperate in good faith in implementation of this document.
- (e) This MOU shall be governed by and construed according to the laws of the State of California with venue in Riverside County.
- (f) The parties do not intend to create any third party beneficiaries to this MOU, except as specifically provided herein.
- (g) Except as otherwise specifically set forth herein, this MOU shall be binding on and inure to the benefit of the heirs, successors, assigns and transferees of the parties. The parties agree to provide a copy of this MOU to their assignees/transferees/grantees.
- (h) This MOU and the attachments to it contain all of the representations and the entire understanding and agreement among the parties with respect to the matters described in the MOU. Correspondence, memoranda, and oral and written agreements that originated before the date of this MOU are replaced in total by this MOU unless otherwise expressly stated in this MOU.

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- (i) The individuals signing this MOU on behalf of each party represent and warrant that they are authorized to do so on behalf of their respective parties.
- (j) Except as set forth herein, nothing contained herein shall constitute a waiver of any claims, demands, causes of action, positions, rights, remedies, and defenses, in law and in equity, of any of the parties.
- (k) The parties acknowledge that each party and its counsel have reviewed and revised this MOU and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this MOU.
- (l) The effective date of this MOU shall be the date the parties sign this MOU, as indicated below. If the parties sign this MOU on different dates, then the later date shall be the effective date.
- (m) The parties agree that specific performance is an appropriate remedy for enforcement of this MOU. In any action to enforce this MOU, the prevailing parties shall recover its attorneys' fees and costs. Any enforcement of this MOU may be sought against only the Party or Parties claimed to be in breach of the MOU, as well as their heirs, successors, assignees and transferees of the Parties.
- (n) Should a dispute arise over performance of any obligation set forth in this MOU, the party claiming the breach shall give the other party written notice of the alleged breach, itemizing each obligation it disputes and the manner in which it contends the other Party has failed to perform. Following receipt of such notice, the Parties or their representatives shall, within ten (10) business days of receipt of the notice, personally meet and confer to attempt to resolve the alleged breach. If any and all of the Parties alleging the breach cannot resolve the alleged breach through the meet and confer process, any Party can seek enforcement of this MOU through litigation alleging a breach of contract, to be filed in the Riverside County Superior Court.
- (o) All notices required under this MOU shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or facsimile. Any Party may at any time, by giving ten (10) days' written notice to the other Party, designate any other person or address in substitution of the address to which such notice shall be given. Such notice shall be given to the Parties at their addresses set forth below:

For the County of Riverside:

Hans Kernkamp  
Riverside County Waste Management Department  
14310 Frederick St.  
Moreno Valley, California 92553

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Telephone: (951) 486-3200  
Fax: (951)

With a copy to:

Katherine A. Lind  
County of Riverside  
Office of the County Counsel  
3535 Tenth Street, Suite 300  
Riverside, CA 92501  
Telephone: (951) 955-6300  
Fax: (951) 955-6363

With an additional copy to:

Whitman F. Manley  
Remy, Thomas, Moose and Manley, LLP  
455 Capitol Mall, Suite 210  
Sacramento, CA 95814  
Telephone: (916) 443-2745  
Fax: (916) 443-2745

For City of Beaumont:

Alan Kapanicas  
City Manager  
City of Beaumont  
550 East 6th Street  
Beaumont, CA 92223  
Telephone: (951) 769-8520  
Fax: (951) 769-8526

With a copy to:

Joseph Aklufi  
City Attorney  
City of Beaumont  
550 East 6th Street  
Beaumont, CA 92223  
Telephone: (951) 769-8520  
Fax: (951) 769-8526

For The Preserve, LLC

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David Golkar  
The Presreve, LLC  
575 Anton Blvd.  
Suite 820  
Costa Mesa, Ca, 92626  
Phone: 949-502-8100  
Fax: 949-502-8120

With a copy to:

Aamir Raza  
Law Office of Aamir Raza  
655 N. Central Avenue, 17th Floor  
Glendale, CA 91203  
Phone: 818-649-7782  
Fax: 818-484-2115

(p) This MOU may be executed in counterparts. The counterparts shall together comprise a single MOU.



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

CITY OF BEAUMONT  
550 East 6th Street  
Beaumont, CA 92223

RECOMMENDED FOR APPROVAL

By: [Signature]  
Hans Kernkamp, General Manager-Chief Engineer

By: [Signature]  
Jeff Fox, Mayor

Dated: December 21, 2007

Dated: 12/19/07

COUNTY OF RIVERSIDE

By: [Signature]  
Chairman, Board of Supervisors  
ROY WILSON

ATTEST:

By: [Signature]  
City Clerk  
(Seal) (Deputy)

ATTEST:

By: [Signature]  
Clerk of the Board  
(Seal) NANCY ROMERO DEPUTY

THE PRESERVE, LLC

By: \_\_\_\_\_  
(Name/Title)

Dated: \_\_\_\_\_



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FORM APPROVED COUNTY COUNSEL

BY: [Signature] 12/21/07  
KATHERINE A. LIND DATE



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

CITY OF BEAUMONT  
550 East 6th Street  
Beaumont, CA 92223

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Jeff Fox, Mayor

By: \_\_\_\_\_  
Hans Kernkamp, General Manager-Chief Engineer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

ATTEST:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
City Clerk  
(Seal)

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board  
(Seal)

THE PRESERVE, LLC  
BY: BEAUMONT 1100, LLC  
AS: MANAGER  
By: \_\_\_\_\_  
(Name/Title) Scott Krentel

Dated: 12-07-7



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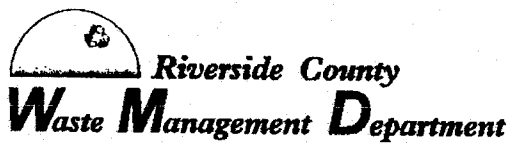
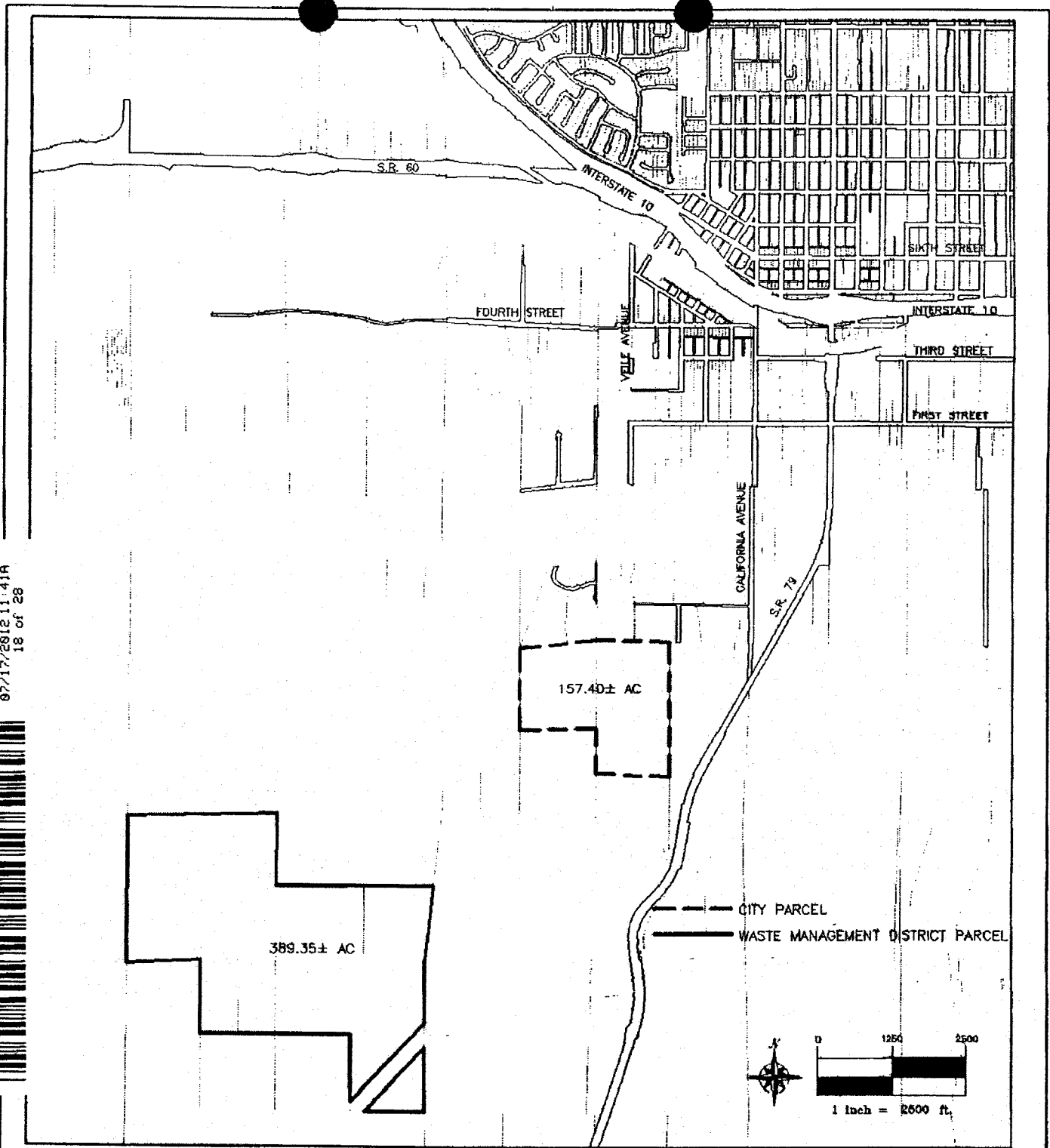
**List of Exhibits:**

- A. Map and description of the PROPERTY
- B. Perpetual open space and land conservation covenant and deed restriction.
- C. Map and description of the preferred site for CEQA review to expand the LCL
- D. Map and description of the parcels subject to MOU covenant



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MOU - Potential Future Expansion at Lamb Canyon Landfill  
Map of the PROPERTY and  
Approximately 157 Additional Acres

Exhibit A

File Directory: \\sites\lamb\property acquisition\rc\_mou\_preserve\0262007b-exA.dgn

Date: October 26, 2007 Scale : see above

**EXHIBIT "B"**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

County of Riverside  
Office of the County Counsel  
3535 Tenth Street, Suite 300  
Riverside, CA 92501

**PERPETUAL OPEN SPACE AND LAND CONSERVATION COVENANT  
AND DEED RESTRICTION**

This Perpetual Open Space and Land Conservation Covenant and Deed Restriction (hereinafter "Deed Restriction") is in reference to the real property more particularly described and depicted in Exhibit "1" (hereinafter the "Property") attached hereto and made a part hereof, conveyed by deed on or about \_\_\_\_\_, from the City of Beaumont (hereinafter "City") to the County of Riverside (hereinafter "County") pursuant to the terms of the Memorandum of Understanding Among the City of Beaumont, the County of Riverside, and The Preserve, LLC Regarding Cooperation on Potential Future Expansion of the Lamb County Sanitary Landfill, the Legacy Highlands Specific Plan, Implementation of the Cooper's Creek Special Connectivity Reserve and Policy Area and Agreement to Dedicate, Buy and Sell Land, dated \_\_\_\_\_ (hereinafter referred to as "MOU").

**RECITALS**

WHEREAS, the City, the County and The Preserve LLC entered into the MOU for the purpose of dedicating, selling and buying land among the City, County and Preserve to preserve open space, to create a buffer to mitigate impacts related to the proposed Legacy Highland Specific Plan and the Lamb Canyon Sanitary Landfill (hereinafter "Landfill"), and facilitate the potential future expansion of the Landfill.

WHEREAS, by the terms of the MOU, the City shall sell to the County the Property referenced in Exhibit "1."

WHEREAS, the sale of the Property is subject to the conditions of the MOU.

WHEREAS, one of the conditions of the MOU provides that the County shall reserve for itself and its successors the perpetual open space and land conservation covenant and deed restriction over approximately 319 acres of the Property (hereinafter "Reserved Property"), as approximately depicted on Exhibit "2."



WHEREAS, the intent of this document is to assure that the Reserved Property will be retained and maintained forever predominantly as open space.

NOW, THEREFORE, each recital set forth above is incorporated herein by reference and is made a part of this Deed Restriction.

NOW, THEREFORE, the County agrees that the Deed Restrictions will be subject to the following conditions:

**1. Property Description**

The Reserved Property is described and depicted in the attached Exhibit "2."

**2. Term**

This Deed Restriction shall run with the land in perpetuity and be binding on all future owners, heirs, successors, administrators, assigns, lessees, or other occupiers and users. The County must file this Deed Restriction of record with the County Clerk of Riverside County, California within 10 days of the date this document is signed.

**3. General**

a. **Compatible Uses.** The Reserved Property shall be used only for purposes compatible with Open Space Foundation Component of the County General Plan with the exception of those specific activities addressed in paragraph 3(b);

b. The following specific activities as shall be allowed on the Reserved Property:

(1) The installation, maintenance and sampling of environmental monitoring controls (i.e. groundwater wells, gas monitoring probes, storm water samplers);

(2) The installation and maintenance of a water supply line extending from the northerly boundary of the Reserved Property to the southerly boundary of the Reserved Property;

(3) Gathering of physical data for the purposes of geotechnical, biological and geological studies;

(4) Land surveying (including the installation of and access to survey monuments); and

(5) Maintenance and access roads.



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4. **Enforcement**

If the Reserved Property is not maintained according to the terms of this Deed Restriction, the County is responsible for taking measures to bring the Reserved Property back into compliance.

5. **Severability**

Should any provision of this Deed Restriction or application thereof to any person, entity or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

IN WITNESS WHEREOF, the County of Riverside hereto has duly executed and delivered this Perpetual Open Space and Land Conservation Covenant and Deed Restriction as of the day and year written below.

\_\_\_\_\_  
Signature

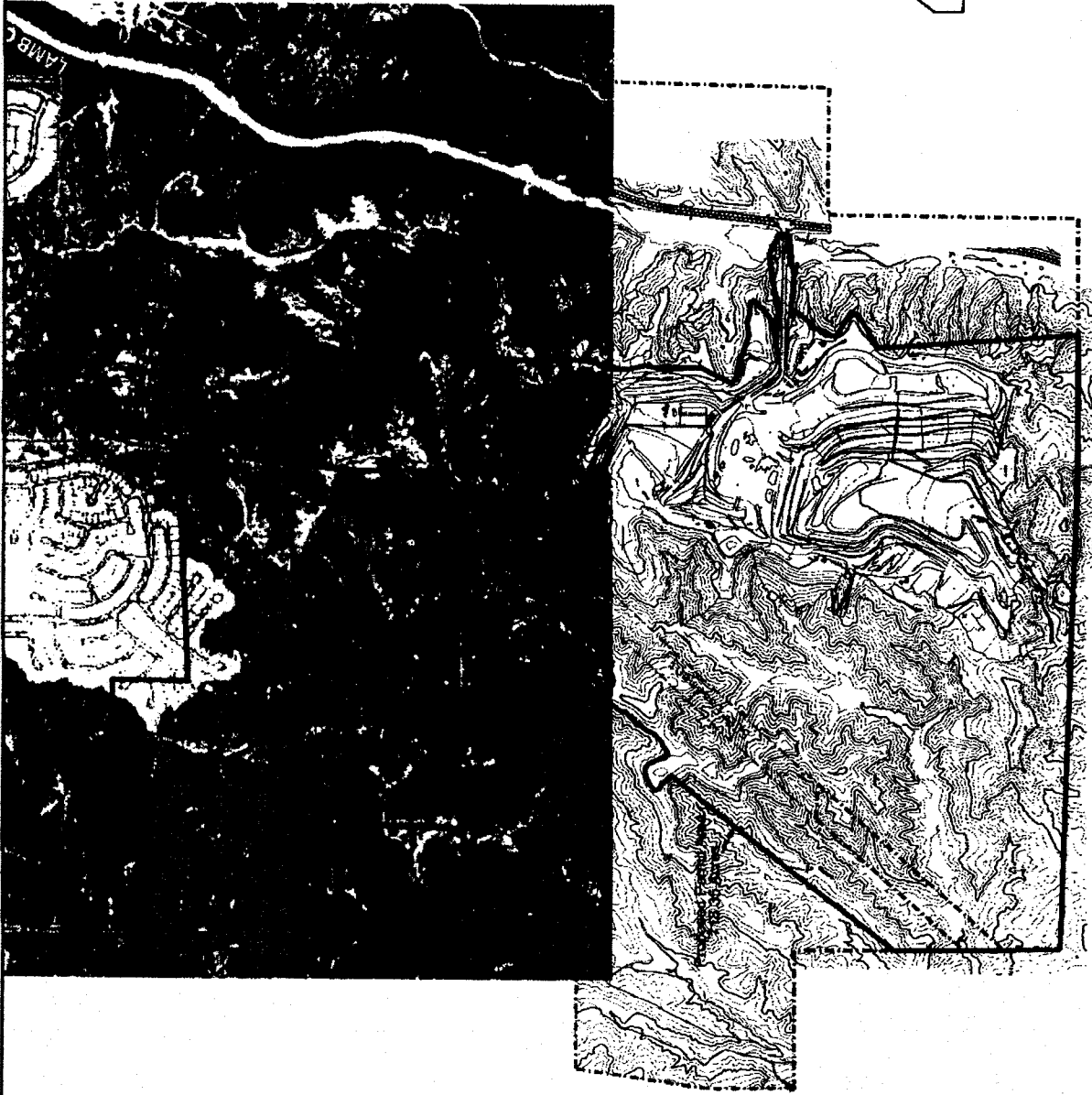
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Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



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Reserved Property:

Reserved Property  
Approx. 319 acres



Preferred Site Includes:

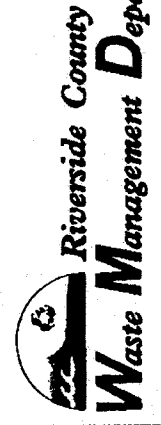
Proposed Permit Area  
Approx. 718 acres



Partial PROPERTY Area  
Approx. 70 acres



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MOU – Potential Future Expansion at Lamb Canyon Landfill  
Preferred Site for Potential Future Expansion  
at Lamb Canyon Sanitary Landfill  
Exhibit C

File Directory: \site\lamb\property acquisition\c\_mou\_preserve\0282007b.dgn

Date: October 26, 2007

Scale: 1" = 1800'



# EXHIBIT "D"

PLOT  
"LEGACY HIGHLANDS"

ADJOINS SHEET 3

7 8 A.P.N. 421-070-007 A.P.N. 421-070-005 SN88°11'30"E 1317.10' 8 9  
S88°11'30"E 1316.90'

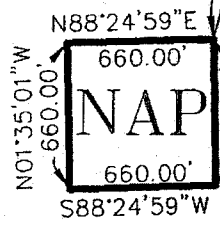
18 17 17 16

NORTHEAST CORNER  
SEC 17, T3S, R1W



Scale: 1" = 800'

RS 85/20-25



N00°36'57"W 2596.07'

N00°32'42"W 2600.40'

W 1/4, COR. SEC. 17

A.P.N. 421-080-002

E 1/4, COR. SEC. 17

1073.00'  
S74°40'59"W

S00°16'30"E 2622.06'

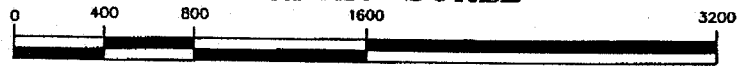
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10

RS 52/47 PM 103/75-76

ADJOINS SHEET 5

GRAPHIC SCALE



1 inch = 800 ft.

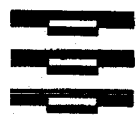
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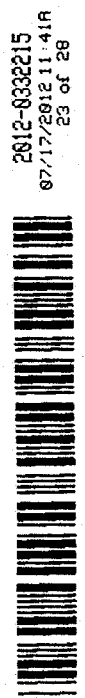
ADJOINS SHEET 2



Prepared in the office of  
**ROX Consulting Group, Inc.**  
Engineering 575 Anton Blvd., # 820  
Planning Costa Mesa, CA. 92626  
Construction Mgmt. Tel (949) 502-8100  
Environmental Sys. Fax (949) 502 8111  
Geotechnical Engr.  
E-Mail: administration@roxcgi.com

"LEGACY HIGHLANDS"  
PORTIONS OF SECTIONS 8, 16, 17 AND 20,  
T. 3 S., R. 1 W., S.B.B.M.,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET  
1  
OF  
5  
DATE:  
12/21/07



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# EXHIBIT "D"

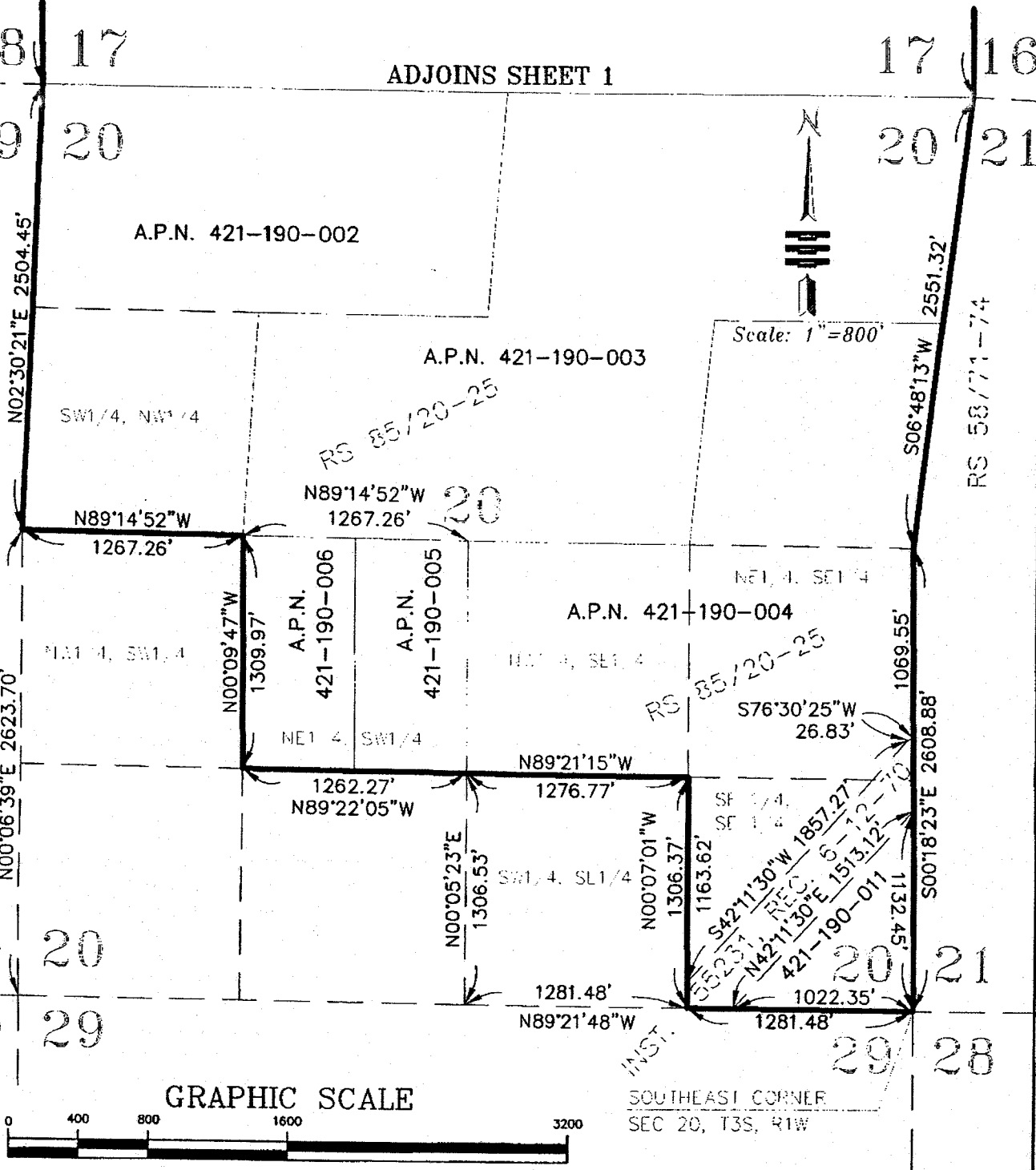
PLOT  
"LEGACY HIGHLANDS"

ADJOINS SHEET 1

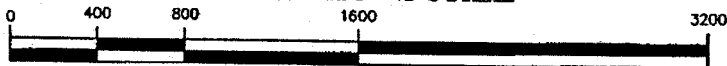
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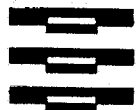
Scale: 1" = 800'



GRAPHIC SCALE



1 inch = 800 ft.



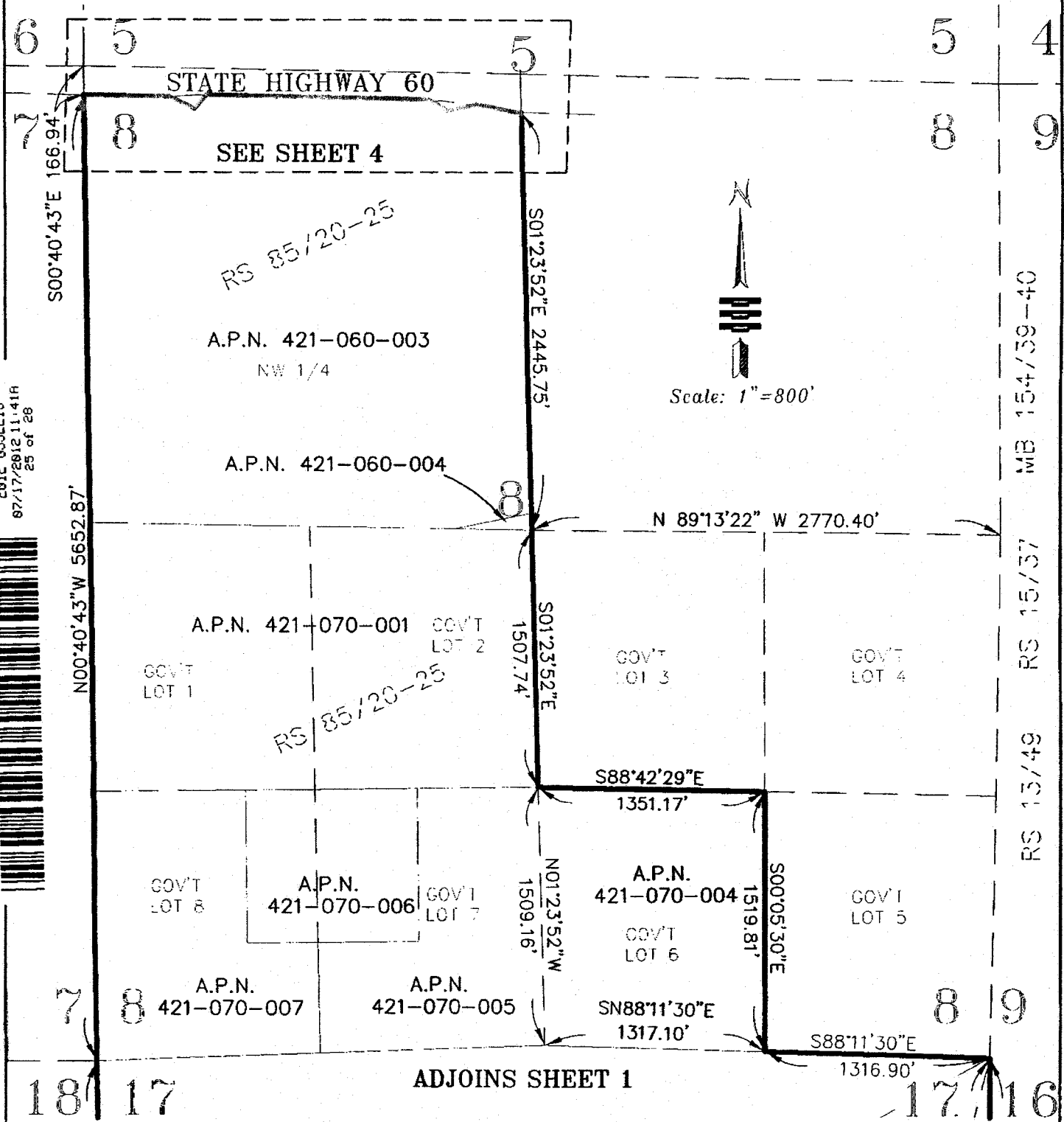
Prepared in the office of  
**ROX Consulting Group, Inc.**  
Engineering 575 Anton Blvd., # 820  
Planning Costa Mesa, CA. 92626  
Construction Mgmt. Tel (949) 502-8100  
Environmental Sys. Fax (949) 502-8111  
Geotechnical Engr.  
E-Mail: administration@roxegi.com

**"LEGACY HIGHLANDS"**  
PORTIONS OF SECTIONS 8, 16, 17 AND 20,  
T. 3 S., R. 1 W., S.B.B.M.,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET  
2  
OF 5  
DATE:  
12/21/07

# EXHIBIT "D"

PLOT  
"LEGACY HIGHLANDS"



2012-0332215  
07/17/2012 11:41A  
25 of 28



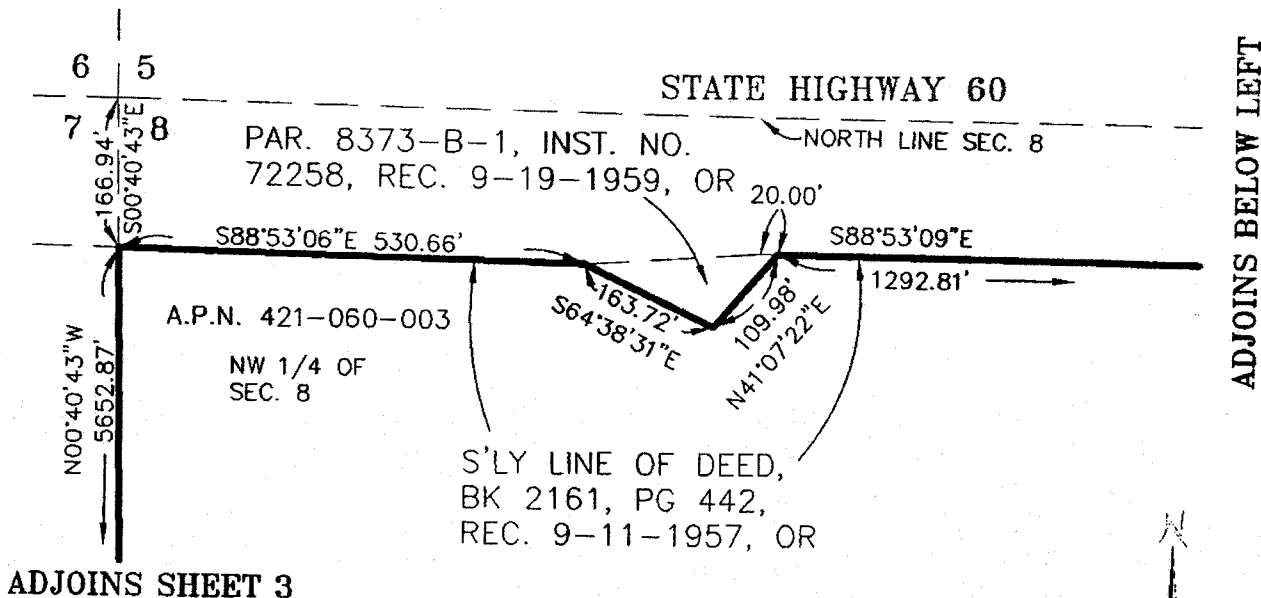
Prepared in the office of  
**ROX Consulting Group, Inc.**  
Engineering 575 Anton Blvd., # 820  
Planning Costa Mesa, CA. 92626  
Construction Mgmt. Tel (949) 502-8100  
Environmental Svs. Fax (949) 502-8111  
Geotechnical Engr.  
EMail:administration@roxcgi.com

**"LEGACY HIGHLANDS"**  
PORTIONS OF SECTIONS 8, 16, 17 AND 20,  
T. 3 S., R. 1 W., S.B.B.M.,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET  
3  
OF  
5  
DATE:  
12/21/07

# EXHIBIT "D"

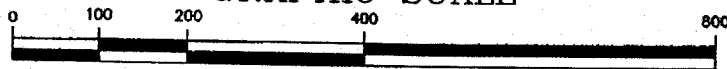
PLOT  
"LEGACY HIGHLANDS"



ADJOINS SHEET 3

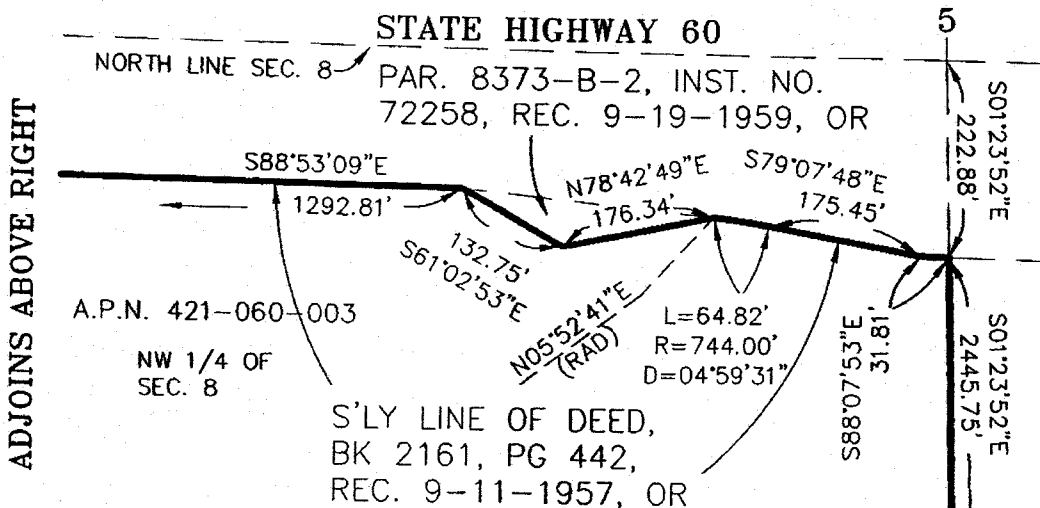
ADJOINS BELOW LEFT

## GRAPHIC SCALE



1 inch = 200 ft.

Scale: 1" = 200'



ADJOINS ABOVE RIGHT

ADJOINS SHEET 3

2012-0332215  
87/17/2012 11:41A  
26 of 28



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**"LEGACY HIGHLANDS"**  
PORTIONS OF SECTIONS 8, 16, 17 AND 20,  
T. 3 S., R. 1 W., S.B.B.M.,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET  
4  
OF 5  
DATE:  
12/21/07

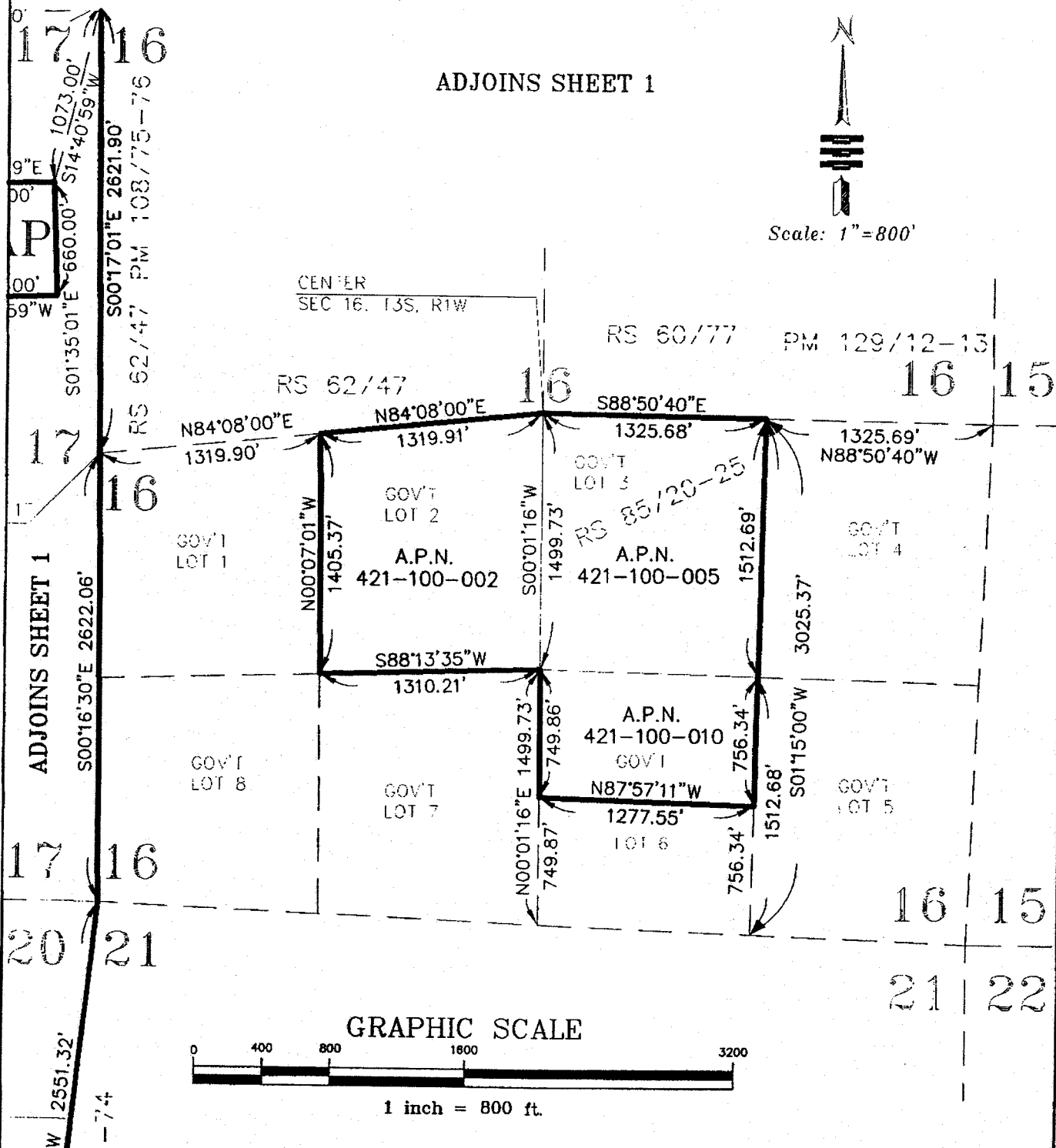
# EXHIBIT "D"

PLOT  
"LEGACY HIGHLANDS"

ADJOINS SHEET 1



Scale: 1" = 800'



2012-0332215  
07/17/2012 11:41A  
27 of 28



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**"LEGACY HIGHLANDS"**  
PORTIONS OF SECTIONS 8, 16, 17 AND 20,  
T. 3 S., R. 1 W., S.B.B.M.,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET  
5  
OF 5  
DATE:  
12/21/07



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Exhibit "C"

55 ac, 15.12 ac, Proposed Permit Area 718.35 ac.

SEE EASEMENT

2012-0332215  
07/17/2012 11:41A  
28 of 28

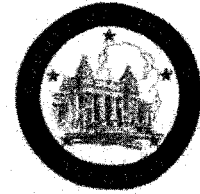


Date: 7/17/2012

Signature: *Sue Anna E. Schatz*

Print Name: Sue Anna E. Schatz

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



ITEM  
3.30  
(ID # 6333)

MEETING DATE:

Tuesday, February 27, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND DEPARTMENT OF WASTE  
RESOURCES (DWR) :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND DEPARTMENT OF WASTE  
RESOURCES (DWR): Resolution No. 2018-038, Notice of Intention to Adopt a  
Resolution of Necessity for the Lamb Canyon Landfill Expansion Project in the  
Beaumont Area, District 5; [Total Cost - \$0] (Clerk to Send Notice to Property  
Owners) (Set a public hearing on March 20, 2018) (4/5th vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2018-038, Notice of Intention to Adopt a Resolution of Necessity for the Lamb Canyon Landfill Expansion Project;
2. Set a public hearing on March 20, 2018, for the Public Hearing for the Adoption of Resolution No. 2018-039, for the Lamb Canyon Landfill Expansion; and
3. Direct the Clerk of the Board to send out the required notice to the property owners as required per Section 1245.235 of the Code of Civil Procedure.

**ACTION: Policy, 4/5 Vote Required**

Robert Field, Assistant County Executive Officer/EDA

2/8/2018

Hans Keenkamp, General Manager - Chief Engineer

2/14/2018

---

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, and is set for public hearing Tuesday, March 20, 2018 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: February 27, 2018  
xc: EDA, Waste, COB

Kecia Harper-Ihem  
Clerk of the Board  
By Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2017/18	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Department of Waste Resources (DWR) proposes to capture and manage drainage flows into the Lamb Canyon Landfill (LCL) facility from two contiguous parcels measuring approximately 70 acres along the northerly boundary of the landfill property (Project Site). The proposed acquisition of the Project Site will eliminate the drainage flow impact on landfill activities as well as will improve on-site access and facilitate the development of ancillary landfill activities. The existing LCL facility provides an estimated disposal capacity to last until year 2029. In addition to critical drainage improvements, obtaining ownership of the Project Site also provides for potential landfill expansion upon future permitting. Therefore, due to the essential function and disposal services provided to County residents at LCL this project will improve ongoing landfill operations. See Exhibit A for a detailed vicinity map.

On February 6, 2018, the Board adopted Environmental Assessment No. 2017-01 for the Land Acquisition and Site Improvement Project at the Lamb Canyon Landfill (Item 12.C.2). The Real Estate Division of the Economic Development Agency (EDA) has presented a written offer to the property owner as required by Government Code section 7267.2. The amount of the offer is consistent with current property values in the Beaumont area and is based upon a fair market value appraisal report. EDA has also offered to pay the reasonable costs, not-to-exceed \$5,000, for independent appraisals obtained by the property owner as required by Code of Civil Procedure section 1263.025.

A settlement has not been reached with the property owner, The Preserve, LLC, c/o John J. Menchaca, The Chapter 7 Trustee for the Bankruptcy Estate of the Preserve LLC, although negotiations are still on-going.

The subject Notice of Intention would set a public hearing on March 20, 2018 for the proposed adoption of Resolution No. 2018-039 for the Lamb Canyon Landfill Expansion Project. The scheduling of a Resolution of Necessity hearing on March 20, 2018 is needed in order to permit the Lamb Canyon Landfill Expansion Project to move forward.

The County is authorized to acquire property by eminent domain pursuant to various statutes

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

including Government Code section 25350.5 and Sections 1240.010, 1240.020, 1240.030, 1240.040, 1240.110, and 1240.510, and 1240.610 of the Code of Civil Procedure.

**Impact on Citizens and Businesses**

The proposed Lamb Canyon Landfill Expansion Project will provide essential function and disposal services to County residents as well as ongoing landfill operations which benefit both citizens and businesses within the County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the deposit to the State Condemnation Fund for the property referenced above as well as due diligence costs and staff time during the condemnation process.

Acquisition-Fee Simple Interest (Deposit to the State Condemnation Fund)	\$ 403,000
Litigation Guarantee	\$ 1,200
EDA Real Property Staff Time (Condemnation Process)	\$ 10,000
Total Estimated Costs	\$ 414,200

All costs associated with the deposit of this property is fully funded by the Department of Waste Resources Enterprise Fund and in the Department of Waste Resources budget for FY 2017/18. These costs will be included in a separate Form 11 along with the Authorizing Resolution of Necessity motion. No net County costs will be incurred as a result of this transaction. These charges are estimated only and only actual amounts will be charged to the Project.

**Attachments:**


- Exhibit A - Vicinity Map
- Resolution No. 2018-038 (including Exhibits A and B)

RF:HK:HM:VY:SV:ra 053WA 19.660 13768  
Minute Traq ID 6333



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

  
Nehni Maana, Principal Management Analyst 2/20/2018

  
Gregory V. Priamos, Director County Counsel 2/9/2018

## DECLARATION OF MAILING OF

### RESOLUTION NO. 2018-038, NOTICE OF INTENTION TO ADOPT A RESOLUTION OF NECESSITY FOR THE LAMB CANYON LANDFILL EXPANSION PROJECT IN THE BEAUMONT AREA

I, CECILIA GIL, Board Assistant, hereby declares as follows:

That on March 1, 2018, I served by mail (1) a copy of Resolution No. 2018-038, Notice of Intention to Adopt a Resolution of Necessity for the Lamb Canyon Landfill Expansion Project in the Beaumont Area; (2) the original of the letter dated March 1, 2018 from the Clerk of the Board of Supervisors to the following property owner as mentioned below; and (3) a copy of the plat maps and legal descriptions, copies of which are on file in the Office of the Clerk of the Board of Supervisors; all of which are attached hereto as Exhibit "A", by depositing said copies enclosed in a sealed envelope, in the United States Postal Service mailbox at the City of Riverside, California.

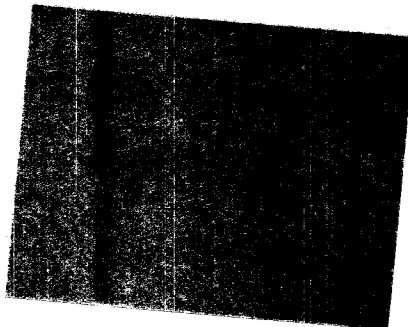
The Preserve, LLC  
c/o John J. Menchaca, the Chapter 7 Trustee for the  
Bankruptcy Estate of the Preserve LLC  
835 Wilshire Boulevard, Suite 300  
Los Angeles, CA 90017  
**Article# 7010 2780 0001 1472 4921**

I declared under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 1st day of March, 2018 at Riverside County, California.

Cecilia Gil

Signature





OFFICE OF THE  
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

March 1, 2018

The Preserve, LLC  
c/o John J. Menchaca, the Chapter 7 Trustee for the  
Bankruptcy Estate of the Preserve LLC  
835 Wilshire Boulevard, Suite 300  
Los Angeles, CA 90017

Re: Resolution No. 2018-038, Notice of Intention to Adopt a Resolution of Necessity for the Lamb Canyon Landfill Expansion Project in the Beaumont area  
Assessor's Parcel Numbers 424-100-008 and 424-100-013

Dear Property Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. Article 1, Section 19 of the California Constitution; Section 25350.5 of the Government Code; and Sections 1240.010, 1240.020, 1240.030, 1240.040, 1240.110, 1240.510, and 1240.610 of the California Code of Civil Procedures (CCP) provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following 5 conditions are established:

- (A) That the public interest and necessity require the Proposed Project;
- (B) That the Proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (C) That the Subject Property Interest is necessary for the Proposed Project;
- (D) That the offer required by Section 7267.2 of the Government Code has been made to the owner of record of the Subject Property;
- (E) That, to the extent that the Subject Property is already devoted to a public use, the use of the Proposed Project is a compatible use that will not unreasonably interfere with or impair the continuance of the public use as it presently exists or may reasonably be expected to exist in the future (California Code of Civil Procedure Section 1240.510) or the use of the Proposed Project is a more necessary public use than is the presently existing public use (California Code of Civil Procedure Section 1240.610);

You are hereby notified that the Board of Supervisors ("Board") of Riverside County, State of California at its public meeting to be held on **March 20, 2018 at 9:00 a.m.** in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt the Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation

to be paid or the value of the property to be acquired are not part of this proceeding and the Board will not consider such in determining whether a Resolution should be adopted.

The Board's adoption of the Resolution will authorize the County to acquire the property by eminent domain. If the transfer of the subject property to the County is completed within six months from the date of adoption, it is not necessary for the County to file a court action. Otherwise, the County will seek acquisition of the subject property by filing an eminent domain action in the Riverside County Superior Court. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding.

The law provides you an opportunity to appear before the Board and raise questions concerning only the conditions cited above. If you file a written request to appear (within 15 days from the mailing of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the Board to authorize a full and expeditious review of the project's effect on your property.

The Department of Waste Resources and Real Estate Division will conduct the review on behalf of the Board and ask for your participation. Based on this review, the Department of Waste Resources and Real Estate Division will then prepare a report to be presented to the Board at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the Clerk of the Riverside County Board of Supervisors. Please mail or personally deliver your request to:

Ms. Kecia Harper-Ihem  
Clerk to the Board of Supervisors  
County Administrative Center  
PO Box 1147  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, California 92502-1147

Failure to file such a timely written response will result in a waiver of your right to appear and be heard.

If you have any questions, please call Stephi Villanueva, Real Property Agent for the Economic Development Agency-Real Estate Division at (951) 955-9277 or email at [svillanueva@rivco.org](mailto:svillanueva@rivco.org).

Thank you.

Sincerely,



Cecilia Gil, Board Assistant to:  
KECIA HARPER-IHEM  
Clerk of the Board

---

REQUEST TO APPEAR AND BE HEARD ON THE MATTERS REFERRED TO IN RESOLUTION  
NO. 2018-038, NOTICE OF INTENTION TO ADOPT A RESOLUTION OF NECESSITY FOR THE  
LAMB CANYON LANDFILL EXPANSION PROJECT (HEARING: 03/20/18 @ 9am or as soon as  
possible thereafter)

NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.:

(      )

\_\_\_\_\_

DATED:

\_\_\_\_\_

\_\_\_\_\_

(Signature)

2 **Resolution No. 2018-038**

3 **Notice of Intention to Adopt a Resolution of Necessity for the**  
4 **Lamb Canyon Landfill Expansion Project**

5 **WHEREAS**, the real properties that are the subject of this Notice (collectively  
6 the "Subject Property") are located in the Beaumont Area, County of Riverside, State of  
7 California, are legally described and pictorially depicted on the documents attached  
8 hereto as Exhibit "A" and Exhibit "B" (and incorporated herein by this reference), are  
9 referenced as Lamb Canyon Sanitary Landfill Parcels A and B;

10 **WHEREAS**, the Subject Property and the corresponding Assessor's Parcel  
11 Numbers are as follows: 424-100-008 and 424-100-013;

12 **WHEREAS**, the proposed project that is the subject of this Notice (the "Project")  
13 is to capture and manage drainage flows that impact landfill activities as well as to  
14 improve on-site access and facilitate the development of ancillary landfill activities;

15 **WHEREAS**, the Project is critical to the essential function of providing disposal  
16 services to County residents at the Lamb Canyon Landfill facility and will improve  
17 ongoing landfill operations;

18 **WHEREAS**, the fee simple interest in the Subject Property is needed for the  
19 Project;

20 **WHEREAS**, the statutes that authorize the County of Riverside to acquire the  
21 Subject Property Interests by eminent domain include Article 1, Section 19 of the  
22 California Constitution; Section 25350.5 of the Government Code and Sections  
23 1240.010, 1240.020, 1240.030, 1240.040, 1240.110, and 1240.510, and 1240.610 of  
24 the Code of Civil Procedure;

25 Now, therefore, **BE IT RESOLVED AND ORDERED** as follows by the Board of  
26 Supervisors of Riverside County, State of California, in regular session assembled on  
27 February 27, 2018.

28

1           1.     YOU ARE HEREBY NOTIFIED that this Board (at its public meeting on  
2 March 20, 2018, at 9:00 a.m. in the meeting room of the Board of Supervisors located  
3 on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside,  
4 California) may decide to adopt a Resolution of Necessity that would authorize the  
5 County of Riverside to acquire the Subject Property Interests by eminent domain (and  
6 that would find and determine each of the following matters):

7                   (a)     That the public interest and necessity require the Project;

8                   (b)     That the Project is planned or located in the manner that will be  
9 most compatible with the greatest public good and the least private injury;

10                  (c)     That the Subject Property is necessary for the Project;

11                  (d)     That the offer required by Section 7267.2 of the Government Code  
12 have been made to the owners of record of the Subject Property;

13                  (e)     That, to the extent that the Subject Property is already devoted to  
14 a public use, the use of the Project is a compatible use that will not unreasonably  
15 interfere with or impair the continuance of the public use as it presently exists or may  
16 reasonably be expected to exist in the future (California Code of Civil Procedure  
17 Section 1240.510) or the use of the Project is a more necessary public use than is the  
18 presently existing public use (California Code of Civil Procedure Section 1240.610);

19           2.     If (within 15 days from the mailing of this Notice) you file a written request  
20 to appear at the public meeting and be heard on the matters described in 1(a) through  
21 1(e) above (or any one or more of them), you will have a right to appear at that meeting  
22 and be heard on those matters.

23           3.     All such written requests to appear and be heard must be filed with the  
24 Clerk of the Riverside County Board of Supervisors.

25           4.     Your written request to appear and be heard must be filed within the  
26 fifteen (15) day time period. Failure to file such a timely written request will result in a  
27 waiver of your right to appear and be heard.

28





Exhibit "A"

Lamb Canyon Sanitary Landfill  
Parcels A & B

Parcel A

Parcel A of Instrument No. 2008-0127037, recorded March 14, 2008, records of Riverside County, State of California, and being located in Section 20, Township 3 South, Range 1 West, San Bernardino Meridian within the unincorporated territory of Riverside County, described as follows:

Beginning at the southeast corner of said Section 20 as shown in Record of Survey on file in Book 130, Pages 91 through 95, inclusive, of Records of Survey, records of said county;

Thence along the south line of said Section 20, North 89° 21' 47" West, 1021.52 feet to the southeasterly line of land conveyed to the Southern California Edison Company by deed recorded June 12, 1970 as Instrument No. 55231 of Official Records of said county;

Thence leaving said south section line and along said southeasterly line, North 42° 10' 43" East, 1512.36 feet to the east line of said Section 20;

Thence leaving said southeasterly line and along the east line of said section, South 00° 18' 12" East, 1132.11 feet to the Point of Beginning.

The above-described parcel of land contains 13.27 acres, more or less.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2007.00. Divide grid distances by a combination factor of 0.99989938 to obtain ground distances.

Parcel B

Parcel B of Instrument No. 2008-0127037, recorded March 14, 2008, records of Riverside County, State of California, and being located in Section 20, Township 3 South, Range 1 West, San Bernardino Meridian within the unincorporated territory of Riverside County, described as follows:

Commencing at the east quarter corner of said Section 20 as shown in Record of Survey on file in Book 130, Pages 91 through 95, inclusive, of Records of Survey, records of said county;

Thence along the east line of the southeast quarter of said Section 20, South 00° 18' 12" East, 539.50 feet to the Point of Beginning, said point being North 00° 18' 12" West, 2069.12 feet from the southeast quarter corner of said Section 20;

Thence continuing along said east line, South 00° 18' 12" East, 529.86 feet to the northwesterly line of land conveyed to the Southern California Edison Company by deed recorded June 12, 1970 as Instrument No. 55231 of Official Records of said county;

Thence leaving said east line and along said northwesterly line, South 76° 30' 04" West, 26.59 feet to an angle point;

Thence continuing along said northwesterly line, South 42° 10' 43" West, 1857.79 feet to the east line of the southwest quarter of the southeast quarter of said Section 20;

Thence leaving said northwesterly line of the Edison land and along said east line, North 00° 06' 44" West, 1164.18 feet to the northeast corner of said southwest quarter of the southeast quarter;

Thence leaving said east line and along the north line of said southwest quarter of the southeast quarter, North 89° 21' 12" West, 1252.68 feet to a point distant South 89° 21' 12" East, 24.00 feet from the northwest corner of said southwest quarter of the southeast quarter;

Thence leaving said north line, North 00° 26' 39" East, 734.51 feet;

Thence South 89° 59' 59" East, 2519.65 feet to the Point of Beginning;

The above-described parcel of land contains 56.71 acres, more or less.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2007.00. Divide grid distances by a combination factor of 0.99989938 to obtain ground distances.



  
JAMES R. McNEILL

Land Surveyor No. 7752

Signed on Behalf of:

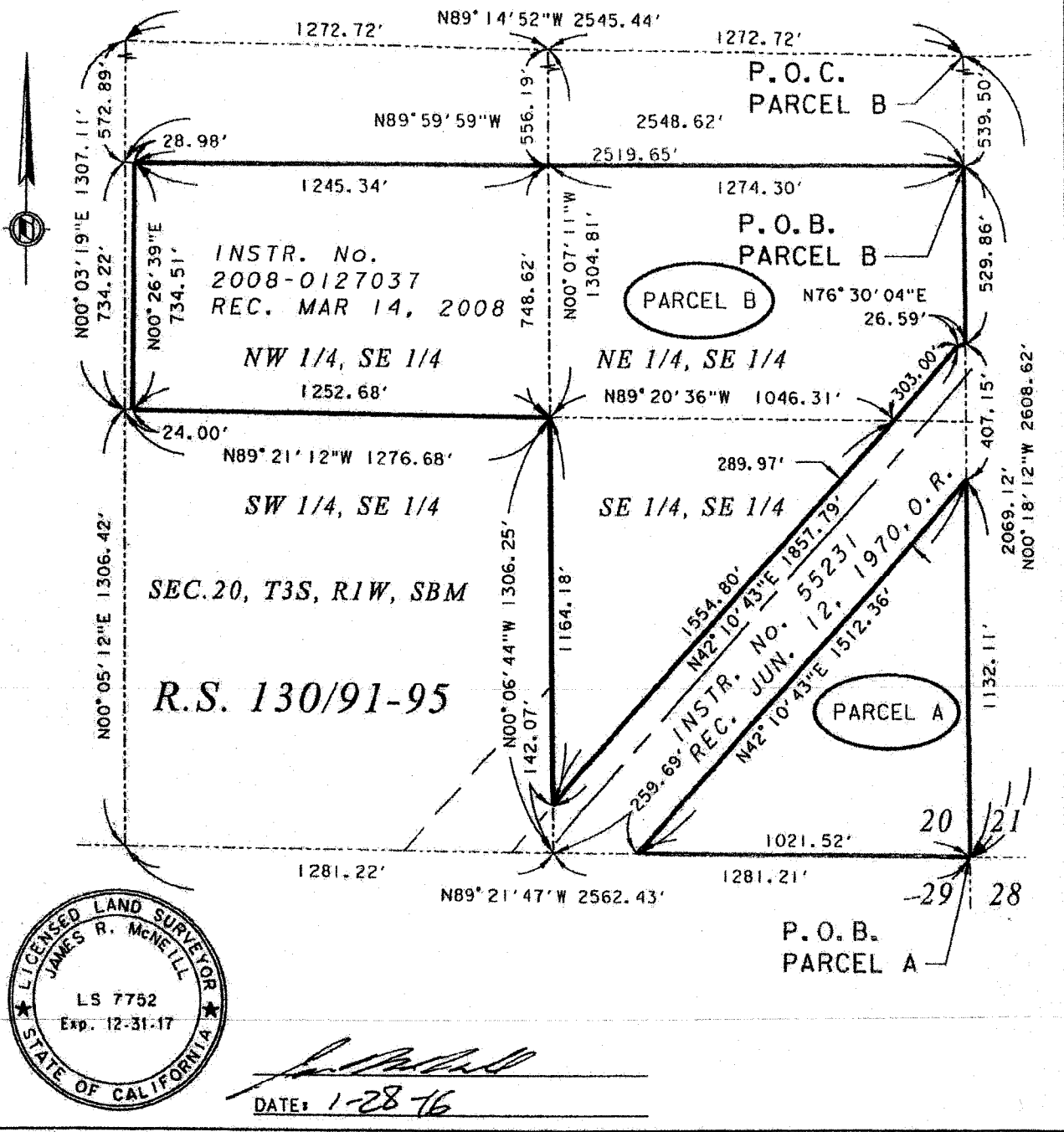
Department of Waste Resources

Date: 1-28-16

# EXHIBIT "B"

## PARCEL A & PARCEL B

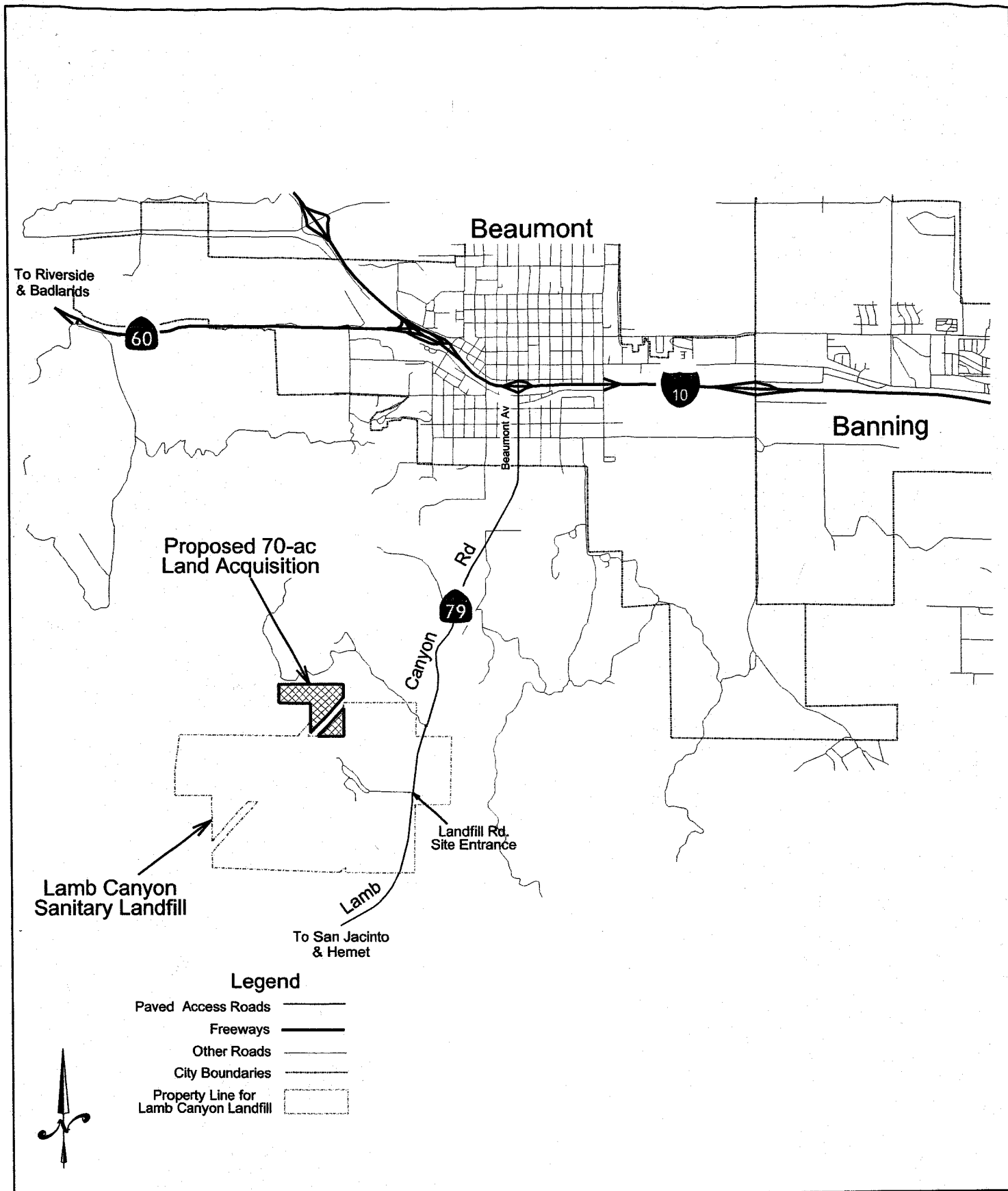
PARCEL A & B OF INSTRUMENT NO. 2008-0127037, RECORDED MARCH 14, 2008, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND BEING LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



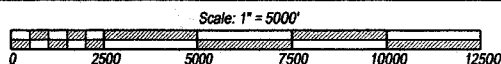
**DEPARTMENT OF WASTE RESOURCES**  
14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME: LAMB CANYON SLF

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL A PARCEL B	SCALE: NO SCALE	PREPARED BY: DAB
		JAN-27-2016	SHEET NO. 1 OF 1



Hans Kernkamp General Manager-Chief Engineer



Proposed Land Acquisition for the Lamb Canyon Landfill (LCL)

Vicinity Map

Exhibit A

Folder:	t/sites/lamb/	Designed By:	Scale:	1"=5000'
Folder:	property acquisition/preserve/	Drawn By:	ewe	Date: Jan 2018
File:	lc_preserve_vicinity_jan2018.dgn	Checked By:	fm	Flight Date: n/a

✓

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** JOHN BAILEY

**Address:** 25014 WAs BRISAS Rd #B  
(only if follow-up mail response requested)

**City:** MUNNICTA **Zip:** 92562

**Phone #:** 951 304 7566

**Date:** 3/20/18 **Agenda #** 9(1) LAMB  
CANYON RESOLUTION

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

       **Support**       **Oppose**             **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

       **Support**             **Oppose**             **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.



**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Jeffrey Kwang

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ 6335

**Date:** \_\_\_\_\_ **Agenda #** 9.1

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

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