

Lamb Canyon Conservation Area (LCCA)

Exception No. 10

Reservations and exceptions contained in the patent

447-602
#35262

#10

Patent
Riverside 0348

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Riverside, California,

is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimants Edward McSwiggan, Agnes McSwiggan, Joe J. Mihalisko and Laura P. Mihalisko according to the provisions of Chapter 7, Title 32 of the Revised Statutes of the United States and legislation supplemental thereto, for the following described land:

San Bernardino Meridian, California,

T. 3 S., R. 1 W.,

Sec. 28, W $\frac{1}{2}$ NW $\frac{1}{4}$.

The area described contains 80.00 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimants and to the heirs of the said claimants the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimants and to the heirs and assigns of the said claimants forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

APR 17 1962

60

35262

John A. [Signature]
RECORDED
RECORDS

El. Sec. Records of Riverside County, California

RECORDED FOR RECORD
APR 17 1962
AT 9:00 O'CLOCK A.M.
At the office of
SECURITY TITLE INSURANCE CO.
Recorded in Official Records

(SEAL)

35262

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 470), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the NINETEENTH day of MARCH in the year of our Lord one thousand nine hundred and SIXTY-TWO and of the Independence of the United States the one hundred and EIGHTY-SIXTH.

For the Director, Bureau of Land Management.

By *Ruth V. Talley*
Chief, Patent Section

Patent Number 1225785

Lamb Canyon Conservation Area (LCCA)

Exception No. 11

The effect of a Record of Survey

Chris. mcl
9/1/88

H 11

IN THE CITIES OF LAKE ELIZABETH, PERRIS, HEMET AND BEAUMONT AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 1 OF 11 SHEETS

RECORD OF SURVEY

THOSE PORTIONS OF SECTIONS 10, 15, 16, 21, 28, 32 AND 33 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 24 OF TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTIONS 5, 8 AND 17 OF TOWNSHIP 4 SOUTH, RANGE 1 WEST, SECTION 15 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SECTIONS 29, 31 AND 32 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SECTIONS 24 AND 36 OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SECTION 18 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SECTIONS 13, 14 AND 15 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SECTIONS 12, 10, 11, 15, 21, 22, 28, 29, 30 AND 31 OF TOWNSHIP 5 SOUTH, RANGE 4 WEST, SECTION 5 OF TOWNSHIP 6 SOUTH, RANGE 5 WEST AND SECTIONS 3, 9, 15, 16, 21, AND 33 OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN.

DATE OF SURVEY: OCTOBER, 1990

PSOMAS AND ASSOCIATES

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYORS' ACT THIS DATE OF 1/11/1992.

RECORDER'S STATEMENT

FILED THIS 11th DAY OF JANUARY, 1992 AT THE COUNTY CLERK'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA.

WILLIAM E. CONROY
COUNTY CLERK
BY: James H. Bradley DEPUTY

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT, AT THE REQUEST OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION IN MAY 1990.

Karl J. Lamm
KARL J. LAMM
LS 8878
LICENSE EXPIRES: 9-30-1995

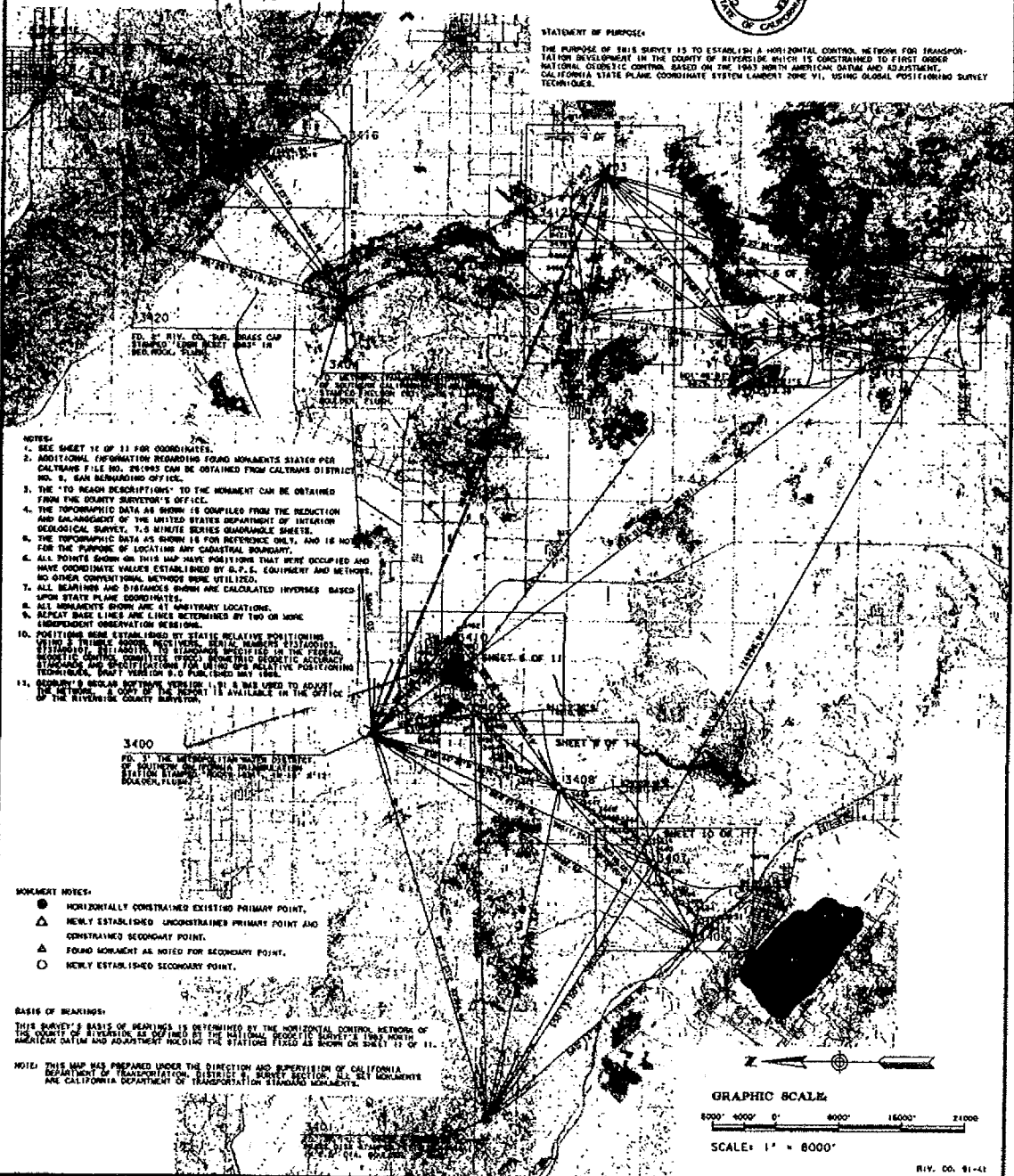


William E. Conroy
WILLIAM E. CONROY
COUNTY SURVEYOR
LICENSE EXPIRES: 8-31-1992



STATEMENT OF PURPOSE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A HORIZONTAL CONTROL NETWORK FOR TRANSPORTATION DEVELOPMENT IN THE COUNTY OF RIVERSIDE WHICH IS CONSTRAINED TO FIRST ORDER NATIONAL GEODESIC CONTROL BASED ON THE 1983 NORTH AMERICAN DATUM AND ADJUSTMENT, CALIFORNIA STATE PLANE COORDINATE SYSTEM LAMBERT ZONE VI, USING GLOBAL POSITIONING SURVEY TECHNIQUES.

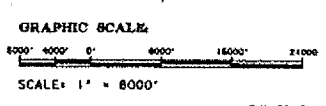


- NOTES:
- SEE SHEET 11 OF 11 FOR COORDINATES.
 - ADDITIONAL INFORMATION REGARDING FOUND MONUMENTS STATES PER CALTRANS FILE NO. 81993 CAN BE OBTAINED FROM CALTRANS DISTRICT NO. 8, SAN BERNARDINO OFFICE.
 - THE "TO BEACH OBSERVATIONS" TO THE MONUMENT CAN BE OBTAINED FROM THE COUNTY SURVEYOR'S OFFICE.
 - THE TOPOGRAPHIC DATA AS SHOWN IS COMPILED FROM THE REDUCTION AND ARRANGEMENT OF THE UNITED STATES DEPARTMENT OF INTERIOR GEOLOGICAL SURVEY, 7.5 MINUTE SERIES QUADRANGLE 2 SHEETS.
 - THE TOPOGRAPHIC DATA AS SHOWN IS FOR REFERENCE ONLY, AND IS NOT FOR THE PURPOSE OF LOCATING ANY CADASTRAL BOUNDARY.
 - ALL POINTS SHOWN ON THIS MAP HAVE POSITIONS THAT WERE OCCUPIED AND HAD COORDINATE VALUES ESTABLISHED BY G.P.S. EQUIPMENT AND METHODS, NO OTHER CONVENTIONAL METHODS WERE UTILIZED.
 - ALL BEARINGS AND DISTANCES SHOWN ARE CALCULATED INFERRED BASED UPON STATE PLANE COORDINATES.
 - NEW MONUMENTS SHOWN ARE AT ARBITRARY LOCATIONS.
 - PLAYBACK BEARS LINES ARE LINES DETERMINED BY TWO OR MORE INDEPENDENT OBSERVATION SESSIONS.
 - POSITIONS WERE ESTABLISHED BY STATIC RELATIVE POSITIONS WITH A TRIPLE FREQUENCY GPS SYSTEM, REAL TIME KINEMATIC (RTK) METHOD, USING A TRIPLET OF FREQUENCIES TRANSMITTED IN THE FEDERAL BROADCAST SERVICE (FBS) SYSTEM. THE RESULTS OF THIS SURVEY WERE CHECKED AND VERIFIED AGAINST A SET OF STATIC RELATIVE POSITIONS USING A TRIPLET OF FREQUENCIES TRANSMITTED IN THE FEDERAL BROADCAST SERVICE (FBS) SYSTEM.
 - COASTAL & BEACH BOUNDARY VERSION 1.01 WAS USED TO ADJUST THE NETWORK. A COPY OF THIS REPORT IS AVAILABLE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR.

- MONUMENT NOTES:
- HORIZONTALLY CONSTRAINED EXISTING PRIMARY POINT.
 - ▲ NEWLY ESTABLISHED UNCONSTRAINED PRIMARY POINT AND CONSTRAINED SECONDARY POINT.
 - △ FOUND MONUMENT AS NOTED FOR SECONDARY POINT.
 - NEWLY ESTABLISHED SECONDARY POINT.

BASE OF BEARINGS:
THIS SURVEY'S BASIS OF BEARINGS IS DETERMINED BY THE HORIZONTAL CONTROL NETWORK OF THE COUNTY OF RIVERSIDE WHICH IS CONSTRAINED TO FIRST ORDER NATIONAL GEODESIC CONTROL BASED ON THE 1983 NORTH AMERICAN DATUM AND ADJUSTMENT HOLDING THE STATIONS FIXED AS SHOWN ON SHEET 11 OF 11.

NOTE: THIS MAP WAS PREPARED UNDER THE DIRECTION AND SUPERVISION OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT ENGINEER, AND CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD MONUMENTS.



Original
N 45

IN THE CITIES OF LAKE ELSINORE, PERRIS, HEWET AND BEALMONT AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 2 OF 11 SHEETS

RECORD OF SURVEY

THOSE PORTIONS OF SECTIONS 10, 15, 16, 21, 24, 25 AND 28 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 24 OF TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTIONS 5, 6 AND 17 OF TOWNSHIP 4 SOUTH, RANGE 1 WEST, SECTION 15 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SECTIONS 29, 31 AND 32 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SECTIONS 24 AND 36 OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SECTION 18 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SECTIONS 13, 14 AND 18 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SECTIONS 1, 2, 10, 11, 15, 21, 22, 26, 29, 30 AND 31 OF TOWNSHIP 5 SOUTH, RANGE 4 WEST, SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 5 WEST, AND SECTIONS 3, 9, 16, 18, 21 AND 30 OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN.

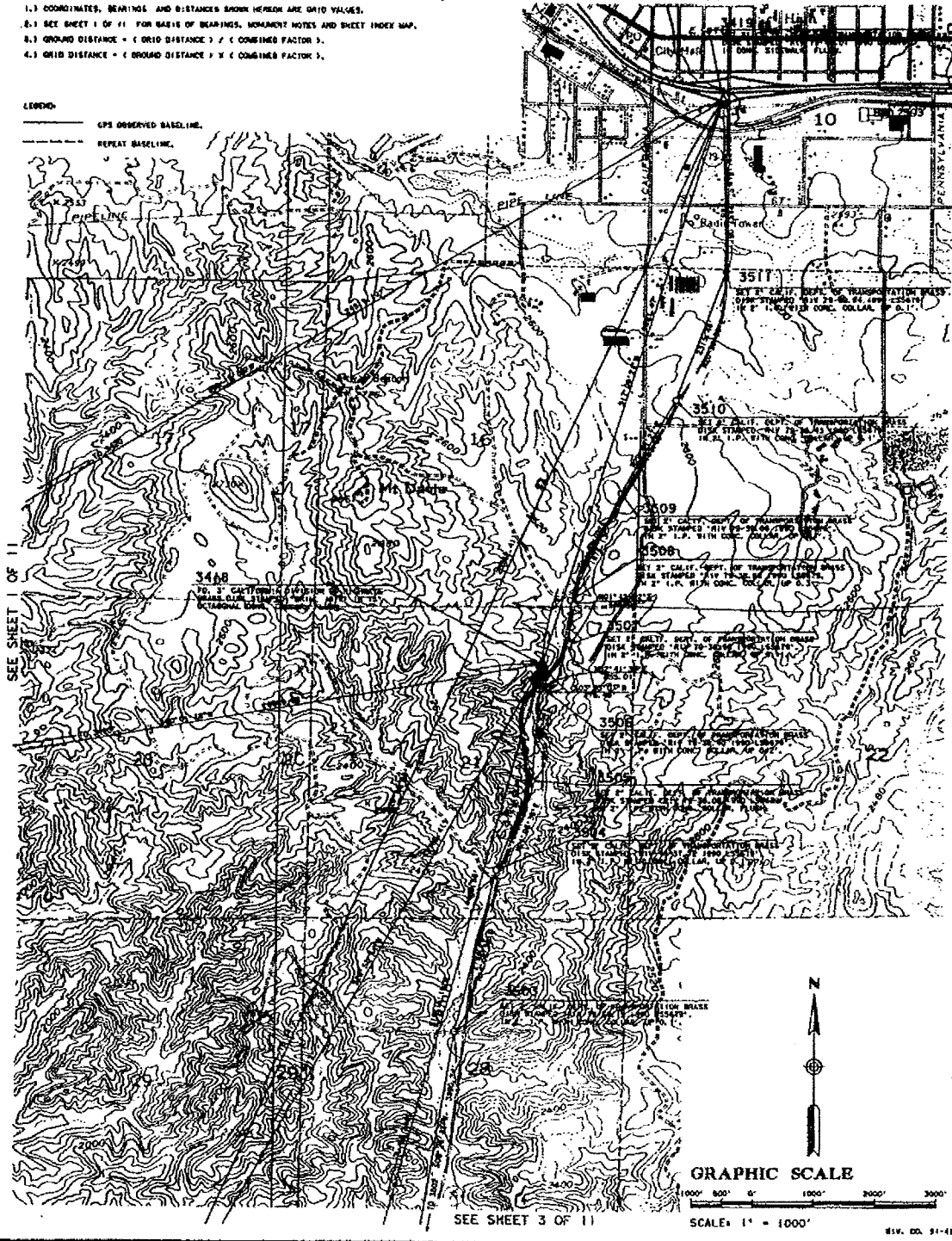
NOTES:

DATE OF SURVEY: OCTOBER, 1990 PSOMAS AND ASSOCIATES

- 1.) COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
- 2.) SEE SHEET 1 OF 11 FOR BASIS OF BEARINGS, MONUMENT NOTES AND SHEET INDEX MAP.
- 3.) GROUND DISTANCE = (GRID DISTANCE) / (COMBINED FACTOR).
- 4.) GRID DISTANCE = (GROUND DISTANCE) x (COMBINED FACTOR).

LEGEND:

- GPS OBSERVED BASELINE.
- - - REPEAT BASELINE.



SEE SHEET 1 OF 11

SEE SHEET 3 OF 11

GRAPHIC SCALE



SCALE: 1" = 1000'

REV. CO. 91-41

Original 9/14

IN THE CITIES OF LAKE ELSINORE, PERRIS, HEMET AND BEALMONT AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 3 OF 11 SHEETS

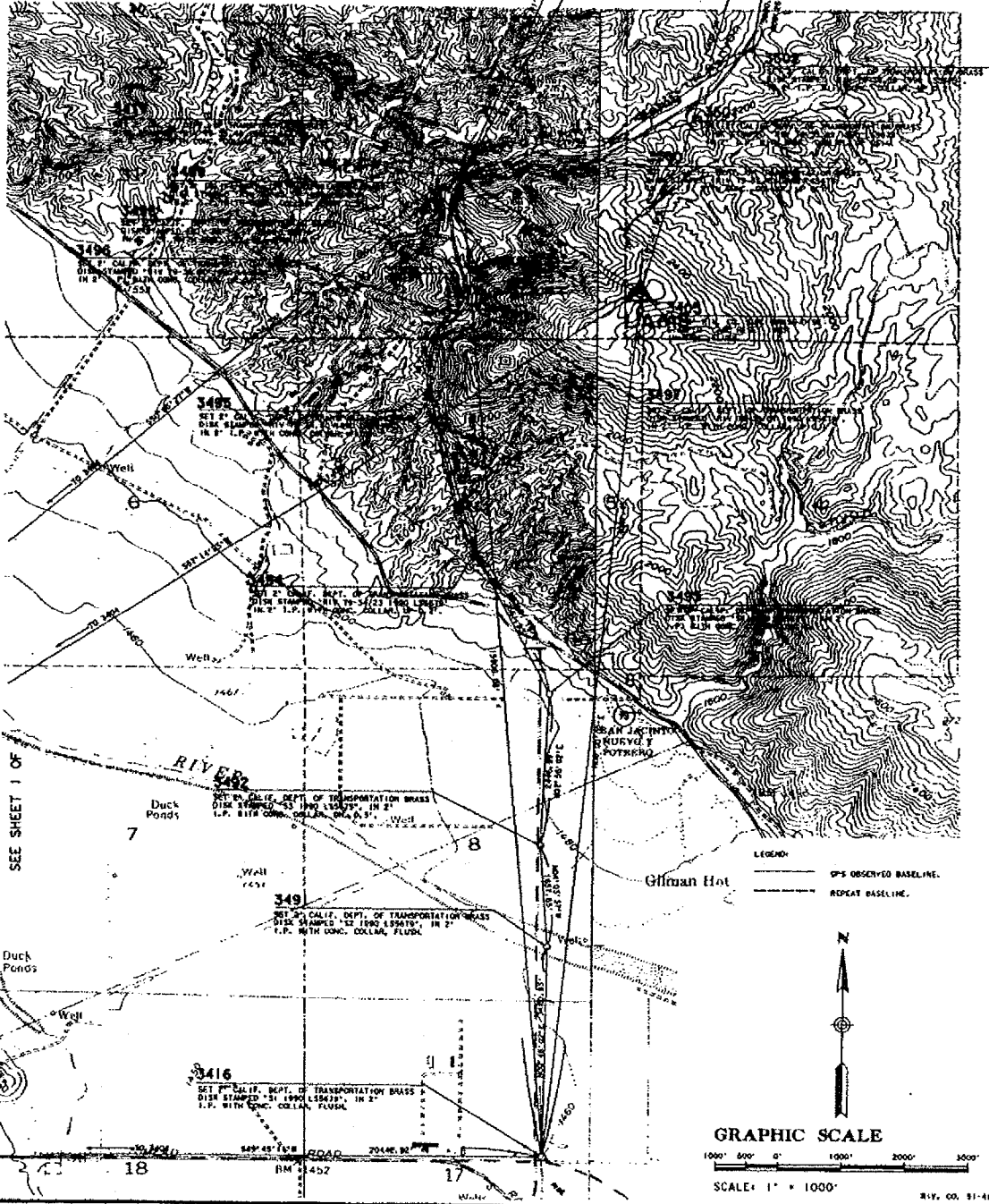
RECORD OF SURVEY

THOSE PORTIONS OF SECTIONS 10, 15, 16, 21, 24, 28, 29 AND 30 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 24 OF TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTIONS 5, 8 AND 17 OF TOWNSHIP 4 SOUTH, RANGE 1 WEST, SECTION 15 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SECTIONS 29, 31 AND 32 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SECTIONS 24 AND 30 OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SECTION 18 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SECTIONS 13, 14 AND 16 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SECTIONS 10, 11, 15, 21, 22, 28, 29, 30 AND 31 OF TOWNSHIP 5 SOUTH, RANGE 4 WEST, SECTION 5 OF TOWNSHIP 6 SOUTH, RANGE 3 WEST, AND SECTIONS 3, 8, 10, 16, 21, AND 30 OF TOWNSHIP 6 SOUTH, RANGE 5 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN.

DATE OF SURVEY: OCTOBER, 1990
PSOMAS AND ASSOCIATES
SEE SHEET 2 OF 11

NOTES:

- 1.) COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
- 2.) SEE SHEET 1 OF 11 FOR BASIS OF BEARINGS, MONUMENT NOTES AND SHEET INDEX MAP.
- 3.) GROUND DISTANCE = (GRID DISTANCE) / (COMBINED FACTOR).
- 4.) GRID DISTANCE = (GROUND DISTANCE) x (COMBINED FACTOR).



Journal 7/4

IN THE CITIES OF LAKE ELSINORE, PERRIS, HEMET AND BEALMONT, AND IN THE UNINCORPORATED TERRITORY OF THE RIVERSIDE, STATE OF CALIFORNIA.

SHEET 5 OF 11 SHEETS

RECORD OF SURVEY

THOSE PORTIONS OF SECTIONS 10, 15, 16, 21, 24, 28 AND 32 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 24 OF TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTIONS 5, 8 AND 17 OF TOWNSHIP 4 SOUTH, RANGE 1 WEST, SECTION 15 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SECTIONS 29, 31 AND 32 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SECTIONS 24 AND 35 OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SECTION 18 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SECTIONS 13, 14 AND 15 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SECTIONS 1, 2, 10, 11, 15, 21, 22, 28, 29, 30 AND 31 OF TOWNSHIP 5 SOUTH, RANGE 3 WEST, SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 3 WEST, AND SECTIONS 3, 9, 10, 16, 21, AND 35 OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, ALL OF 84M BERNARDINO BASE AND MERIDIAN.

DATE OF SURVEY: OCTOBER, 1990 PSOMAS AND ASSOCIATES

NOTES

1. COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
2. SEE SHEET 1 OF 11 FOR BASIS OF BEARINGS, MONUMENT NOTES AND SHEET INDEX MAP.
3. GROUND DISTANCE = (GRID DISTANCE) / (COMBINED FACTOR).
4. GRID DISTANCE = (GROUND DISTANCE) X (COMBINED FACTOR).

SEE SHEET 1 OF 11

3470

SET 2" CALIF. DEPT. OF TRANSPORTATION BRASS DISK STAMPED "REV 74-58.18 1990 L38470" IN CONC. SICALMA, FLORA.

3469

SET 2" CALIF. DEPT. OF TRANSPORTATION BRASS DISK STAMPED "REV 74-58.00 1990 L38470" IN 2" I.P. WITH CONC. COLLAR, UP 0.1".

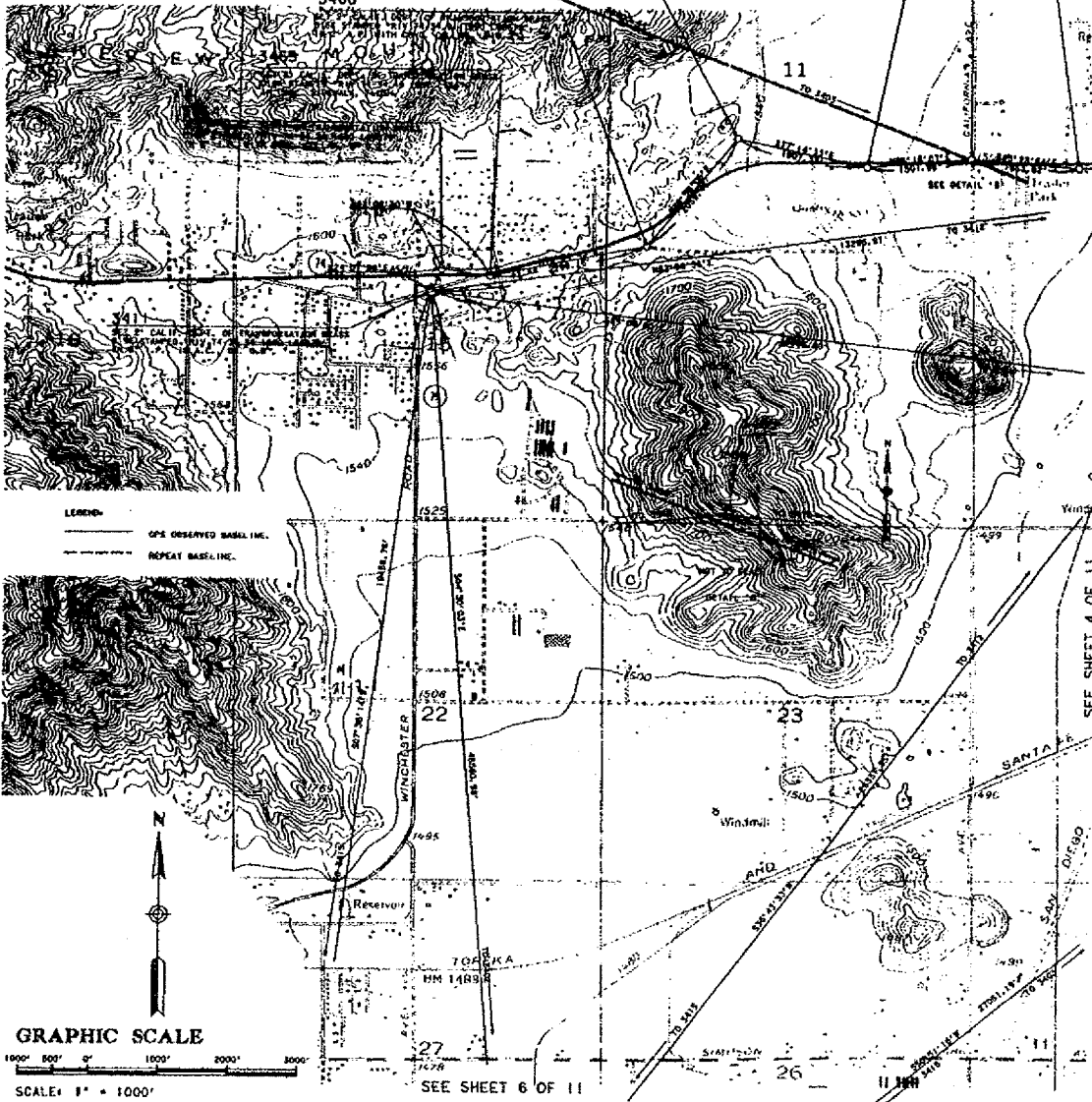
3468

SET 2" CALIF. DEPT. OF TRANSPORTATION BRASS DISK STAMPED "REV 74-58.07 1990 L38470" IN 2" I.P. WITH CONC. COLLAR, UP 0.1".

3467

SET 2" CALIF. DEPT. OF TRANSPORTATION BRASS DISK STAMPED "REV 74-58.18 1990 L38470" IN 2" CORNER OF 2" X 4" ROCK, FLORA.

3466



SEE SHEET 4 OF 11

SEE SHEET 6 OF 11

REV. CO. 81-11

RECORD OF SURVEY

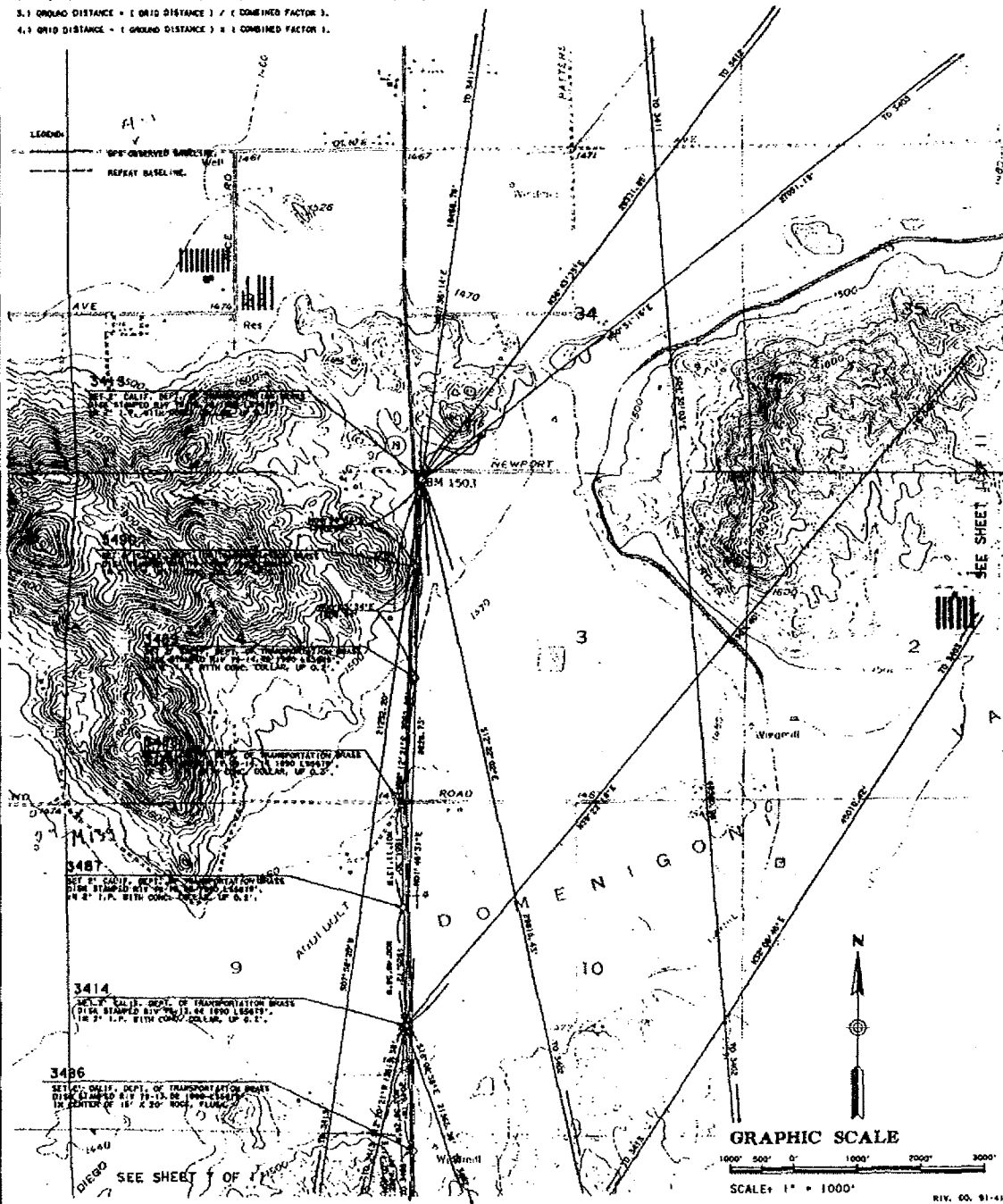
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DATE OF SURVEY: OCTOBER, 1990 PSOMAS AND ASSOCIATES

NOTES:

- 1.) COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
- 2.) SEE SHEET 1 OF 11 FOR BASIS OF BEARINGS, MEMORANDUM NOTES AND SHEET INDEX MAP.
- 3.) GROUND DISTANCE = (GRID DISTANCE) / (COMBINED FACTOR).
- 4.) GRID DISTANCE = (GROUND DISTANCE) * (COMBINED FACTOR).

SEE SHEET 5 OF 11



Original 7/99

SEE SHEET 11

SEE SHEET 5 OF 11

Journal 94/50

IN THE CITIES OF LAKE ELSINORE, PERRIS, HEMET AND BEALMONT AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 7 OF 11 SHEETS

RECORD OF SURVEY

THOSE PORTIONS OF SECTIONS 10, 15, 16, 21, 26, 31 AND 32 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 24 OF TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTIONS 5, 8 AND 17 OF TOWNSHIP 4 SOUTH, RANGE 1 WEST, SECTION 15 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SECTIONS 29, 31 AND 32 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SECTIONS 24 AND 35 OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SECTION 18 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SECTIONS 13, 14 AND 15 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SECTIONS 1, 2, 10, 11, 15, 21, 22, 28, 29, 30 AND 31 OF TOWNSHIP 5 SOUTH, RANGE 4 WEST, SECTION 5 OF TOWNSHIP 5 SOUTH, RANGE 5 WEST, AND SECTIONS 3, 8, 10, 16, 21, AND 30 OF TOWNSHIP 8 SOUTH, RANGE 2 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN.

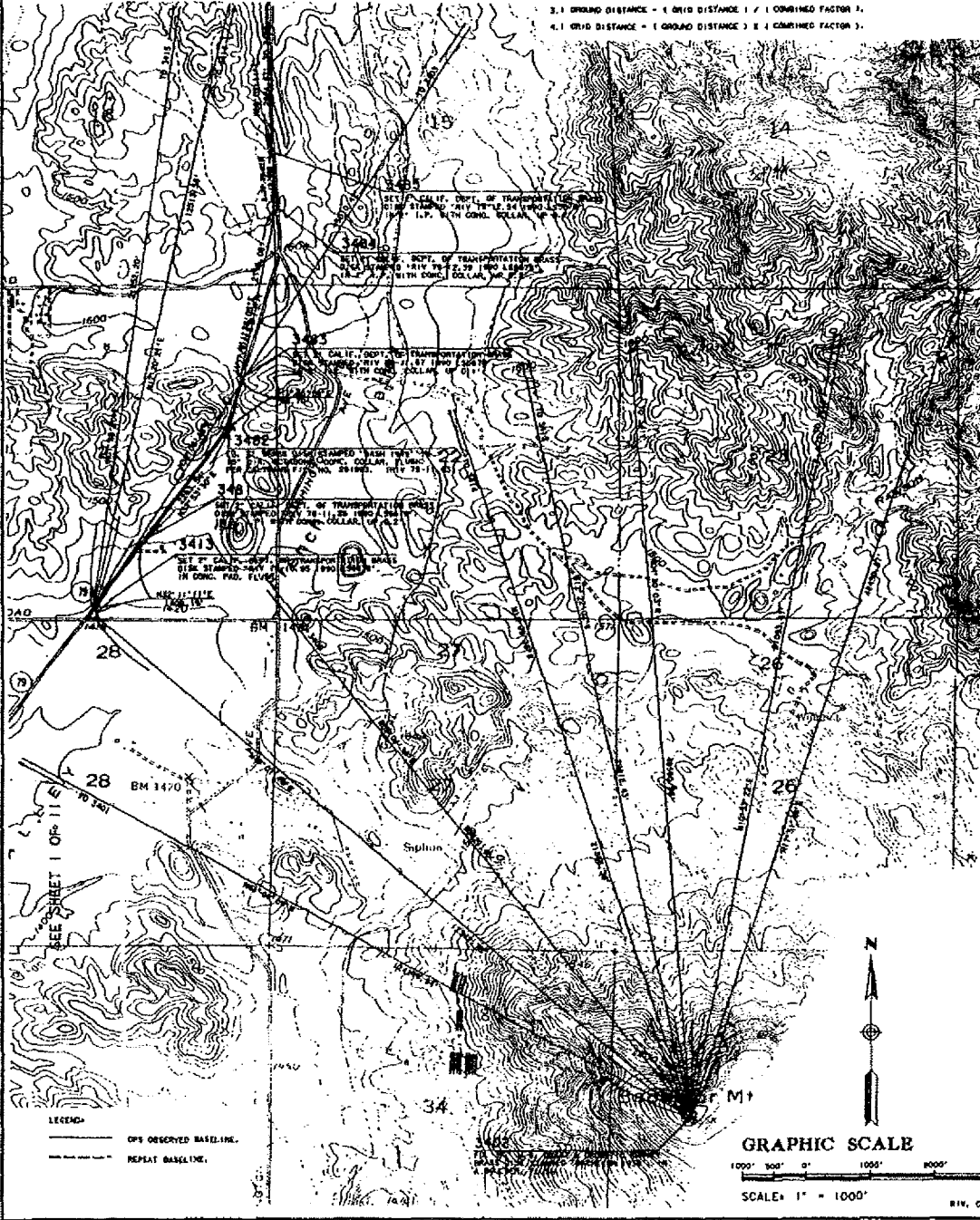
DATE OF SURVEY: OCTOBER, 1990 PSOMAS AND ASSOCIATES

NOTES:

1. COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
2. SEE SHEET 1 OF 11 FOR BASIS OF BEARINGS, MONUMENT NOTES AND SHEET INDEX MAP.
3. GROUND DISTANCE = (GRID DISTANCE) / (COMBINED FACTOR).
4. GRID DISTANCE = (GROUND DISTANCE) x (COMBINED FACTOR).

SEE SHEET 6 OF 11

SEE SHEET 1 OF 11



LEGEND:
 ——— OBSERVED BASELINE.
 - - - - - REPEAT BASELINE.

GRAPHIC SCALE
 1000' 500' 0' 1000' 2000' 3000'
 SCALE: 1" = 1000'
 RIN, CO. 91-41

Original 94/52

IN THE CITIES OF LAKE ELSHORE, PERRIS, HEMET AND BEAUMONT AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 9 OF 11 SHEETS

RECORD OF SURVEY

THOSE PORTIONS OF SECTIONS 10, 15, 16, 21, 22, 28 AND 31 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 24 OF TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTIONS 8, 9 AND 17 OF TOWNSHIP 4 SOUTH, RANGE 1 WEST, SECTION 15 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SECTIONS 29, 31 AND 32 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SECTIONS 24 AND 38 OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SECTION 18 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SECTIONS 13, 14 AND 18 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SECTIONS 1, 2, 10, 11, 13, 21, 22, 28, 29, 30 AND 31 OF TOWNSHIP 5 SOUTH, RANGE 4 WEST, SECTION 8 OF TOWNSHIP 5 SOUTH, RANGE 5 WEST, AND SECTIONS 3, 9, 18, 16, 21, AND 30 OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN.

SEE SHEET 8 OF 11

DATE OF SURVEY: OCTOBER, 1990 P.SOMAS AND ASSOCIATES

NOTES:

- COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
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SEE SHEET 1 OF 11

SEE SHEET 1 OF 11

SEE SHEET 1 OF 11

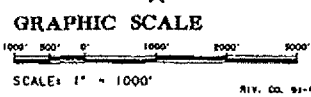
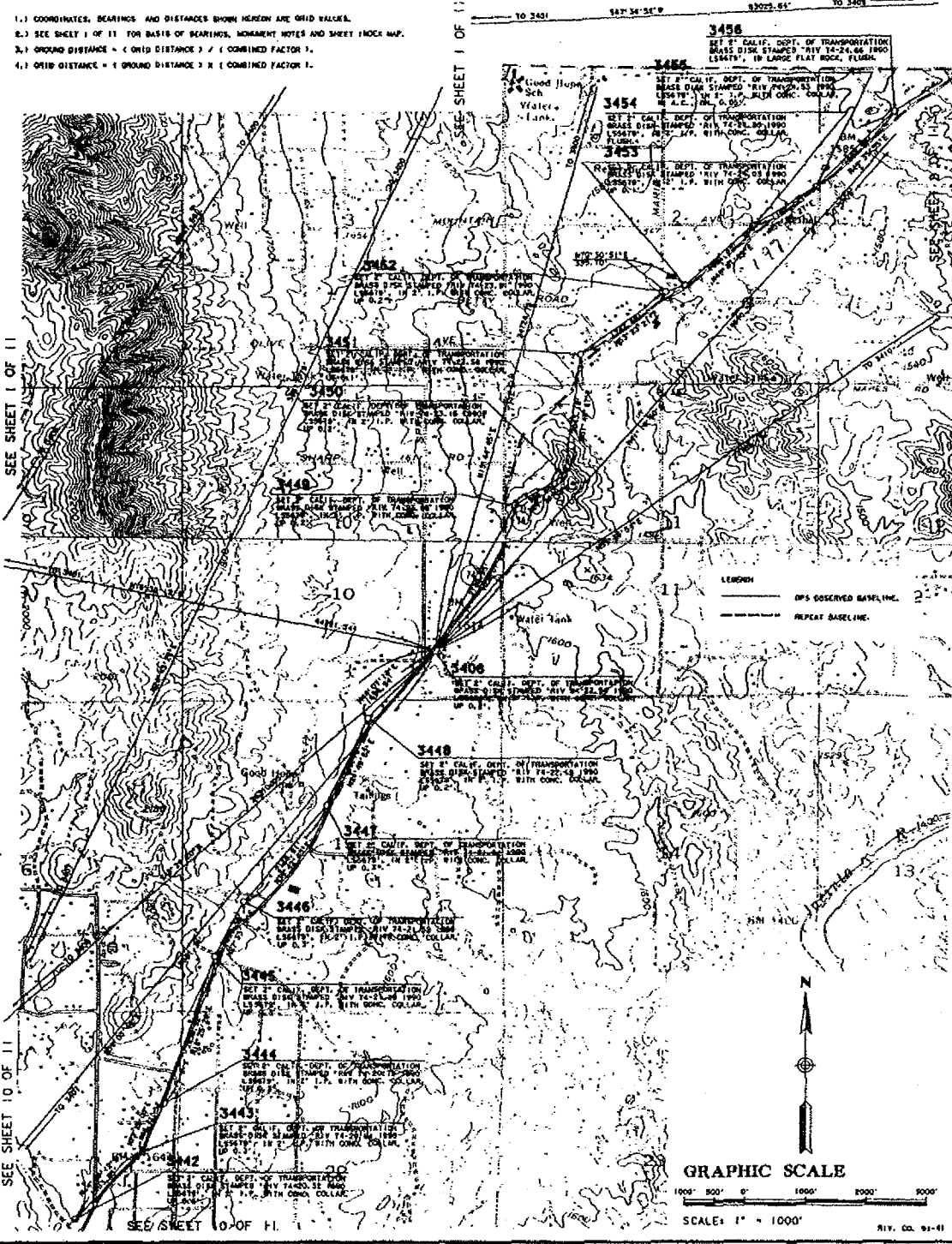
SEE SHEET 1 OF 11

SEE SHEET 1 OF 11

SEE SHEET 1 OF 11

SEE SHEET 1 OF 11

SEE SHEET 1 OF 11



Original 9/53

IN THE CITIES OF LAKE ELSINORE, PERRIS, HEMET AND BEAUMONT AND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 10 OF 11 SHEETS

RECORD OF SURVEY

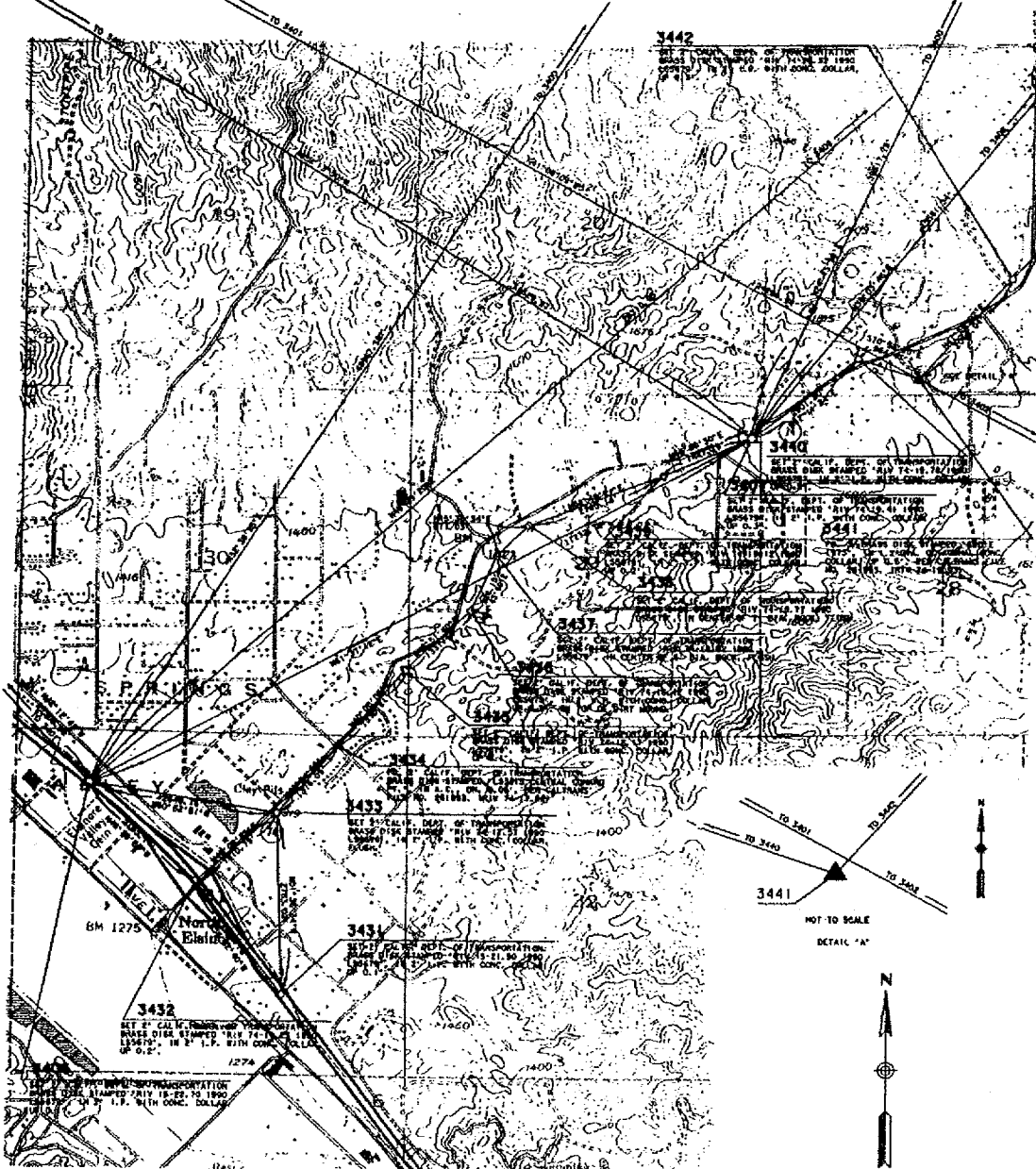
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DATE OF SURVEY: OCTOBER, 1990 PSMAS AND ASSOCIATES

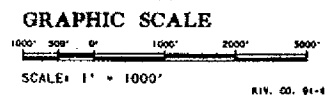
NOTES:

- 1. COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES.
- 2. SEE SHEET 1 OF 11 FOR BASIS OF BEARINGS, MONUMENT NOTES AND SHEET INDEX MAP.
- 3. GROUND DISTANCE = (GRID DISTANCE) / (COMBINED FACTOR).
- 4. GRID DISTANCE = (GROUND DISTANCE) x (COMBINED FACTOR). SEE SHEET 1 OF 11.

SHEET 9 OF 11



LEGEND
 OBSERVED BASELINE.
 REPEAT BASELINE.



Lamb Canyon Conservation Area (LCCA)

Exception No. 12

The effect of a Record of Survey

RECORD OF SURVEY

IN THE COUNTY OF RIVERSIDE

OF SEC. 21, 28, 29 & POR. OF SEC. 20, 34, 7, 35, R. 1W., S. 8M.
January, 1972

B. D. POWELL, COUNTY SURVEYOR

Scale 1" = 1500'

Sheet 1 of 4 Sheets

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction in accordance with the requirements of the Land Surveyors' Act of the State of California, Chapter 117, Section 4700-4705, effective January 1, 1972.

My Commission Expires on 12/31/74

B. D. POWELL, County Surveyor

SURVEYOR'S NOTES

- Basis of Bearings is the California Plane - Coordinates System, Zone 10, adopted legally on U.S.C. & G.S. First Supplement, Section 10101, and amended by S.B. 1070, 1971. Bearings shown are true bearings.
- Distances shown are Ground Distances, unless otherwise noted. To obtain S.D. Distances, multiply Ground Distances by 0.999892.
- Indicates P.M. Mon. as noted on sheets 2-4.
- Indicates "L.R. set w/Close Disclaimers otherwise noted.
- () Distances shown inside brackets are Run Distances per R.S. 5745, unless otherwise noted.

SURVEYOR'S CERTIFICATE

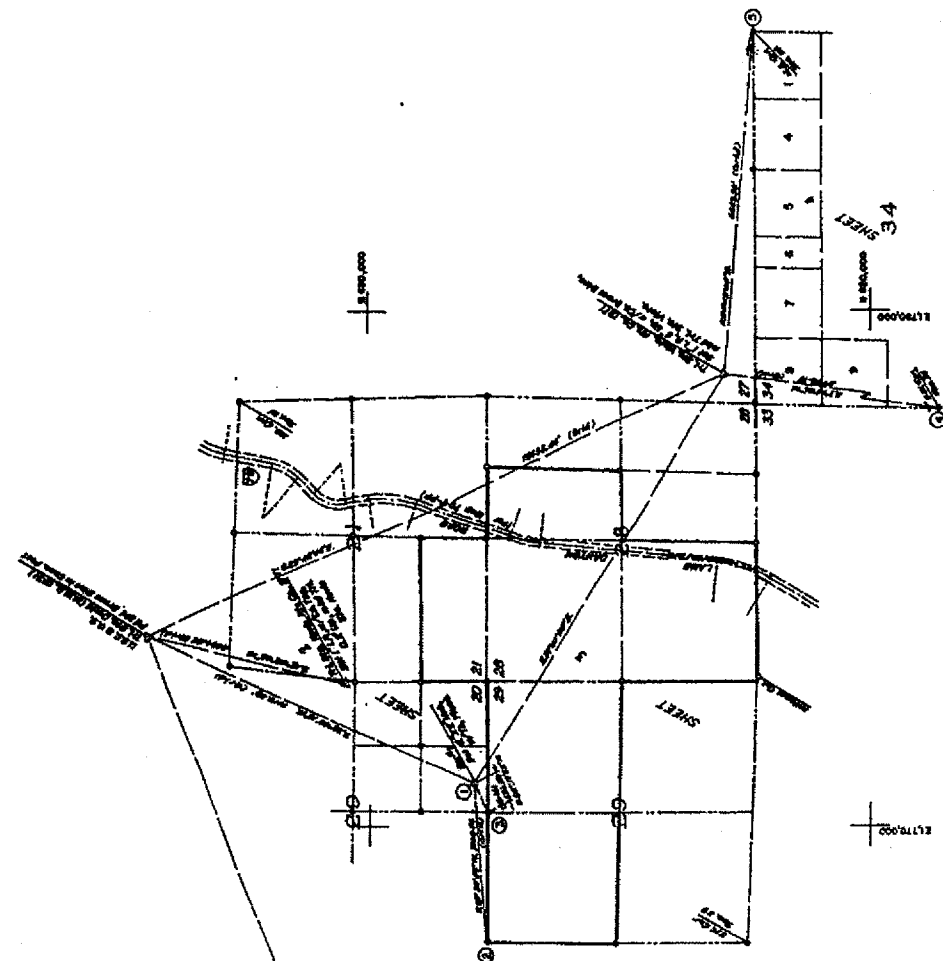
This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Land Surveyors' Act of the State of California, Chapter 117, Section 4700-4705, effective January 1, 1972.

B. D. POWELL, County Surveyor

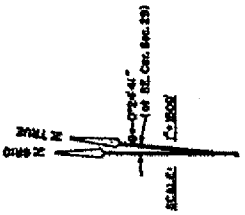
COUNTY SURVEYOR'S CERTIFICATE

This map has been examined for conformance with the requirements of the Land Surveyors' Act of the State of California, Chapter 117, Section 4700-4705, effective January 1, 1972.

B. D. POWELL, County Surveyor



Point	GRID COORDINATES		Remarks
	Northing	Easting	
Edges	821,300.40	1,758,299.24	U.S.C. & G.S. 8th
David	824,481.14	1,773,877.64	" " "
Veget	825,497.98	1,775,795.98	10th Ch. Sec. 28
1	827,498.02	1,775,795.16	" " "
2	827,498.02	1,775,795.16	" " "
3	816,982.19	1,778,205.22	11th Ch. Sec. 28
4	822,277.88	1,785,373.31	R.E. Cont. Sec. 24



1:1500

1:1500

Handwritten signature/initials

CA MINUTE 45797

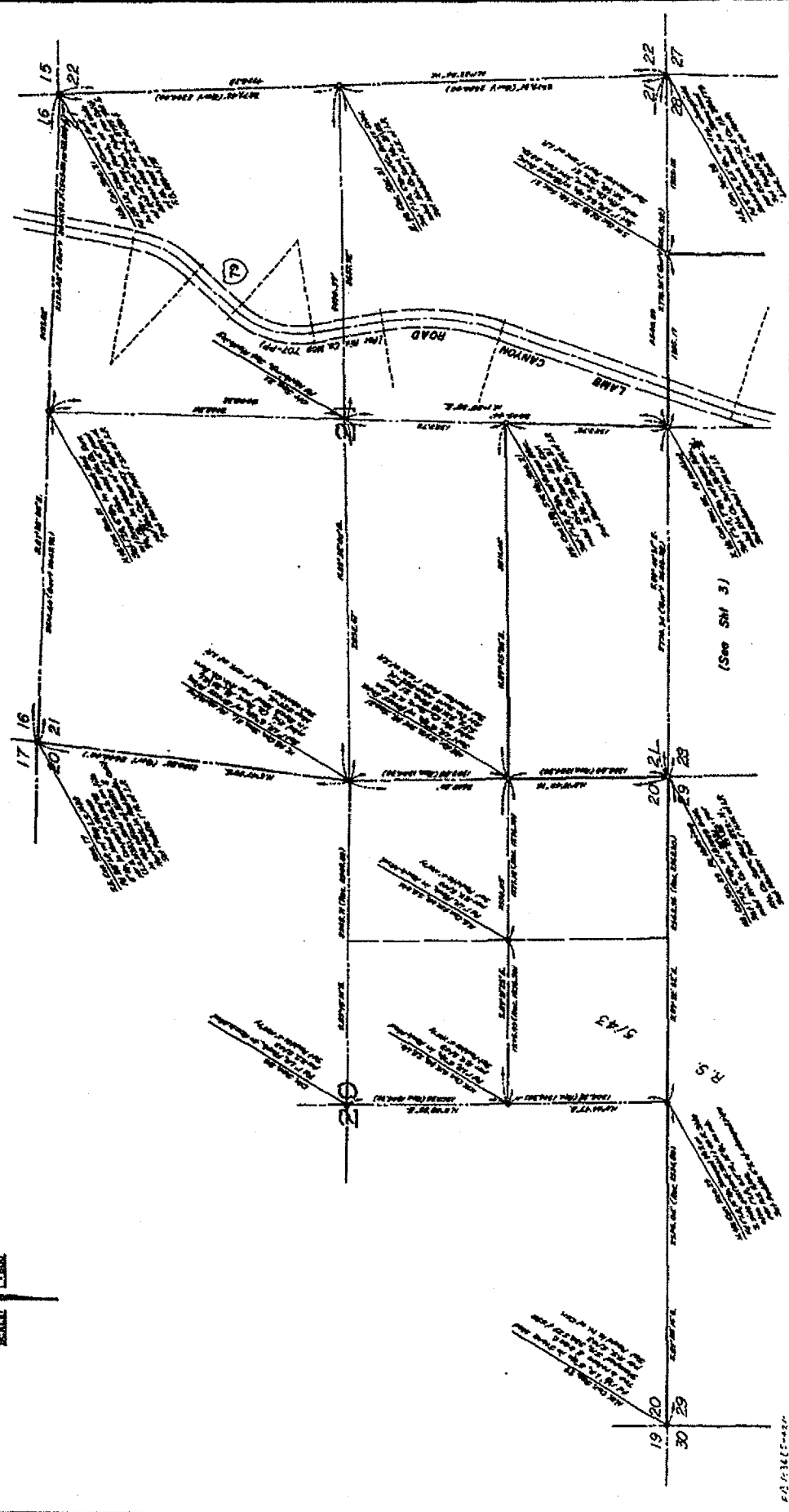
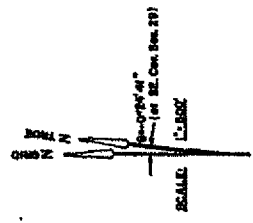
IN THE COUNTY OF RIVERSIDE

RECORD OF SURVEY

OF SEC. 21, 28, 29 & POR OF SEC. 20, 34, 35, R. 1N, S. 8M.

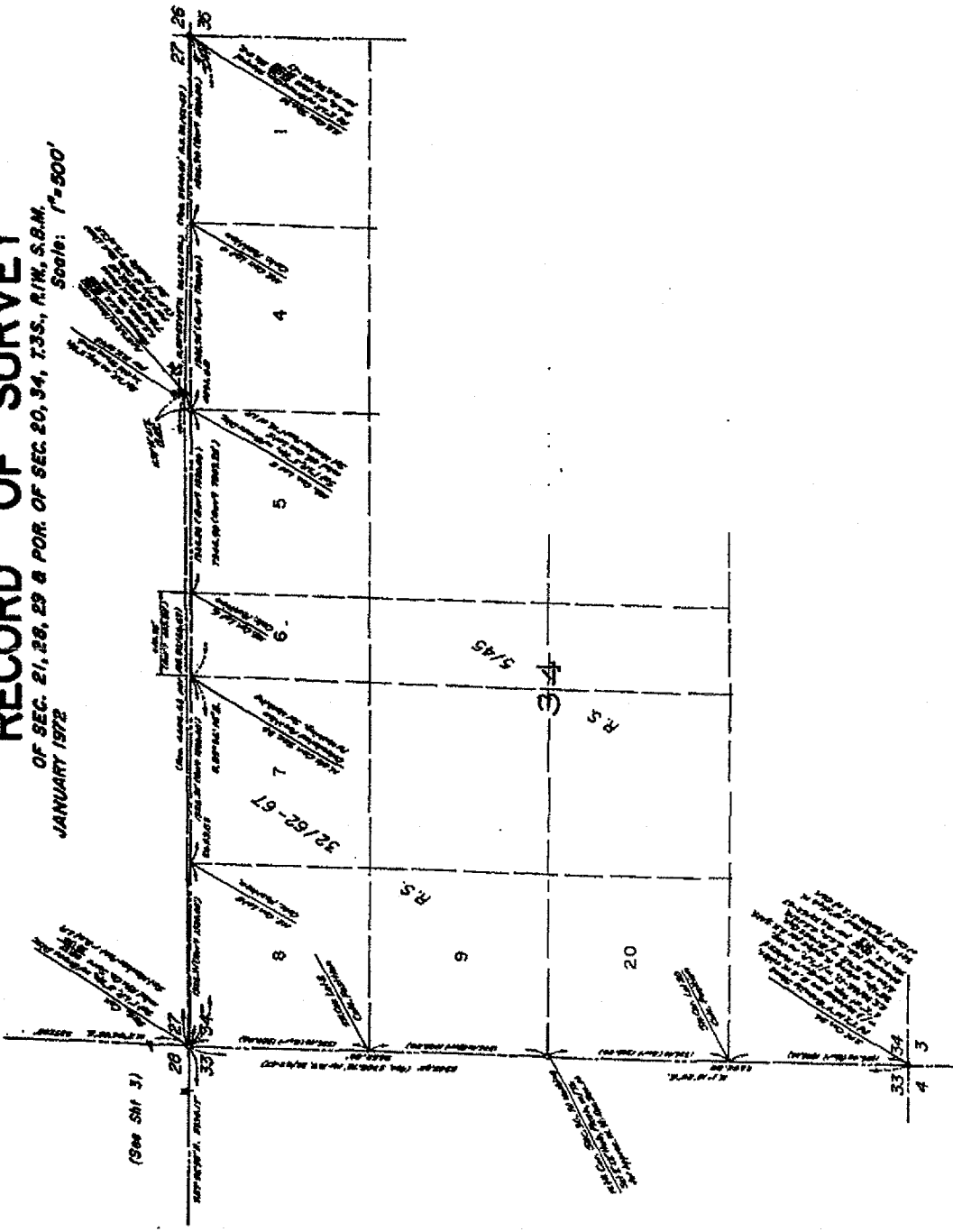
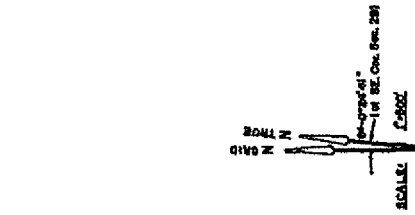
JANUARY 1972

Scale: 1"=500'



IN THE COUNTY OF RIVERSIDE RECORD OF SURVEY

OF SEC. 21, 28, 29 & POR. OF SEC. 20, 34, T.3S., R.1W., S.8.M.
JANUARY 1972
Scale: 1"=500'



Lamb Canyon Conservation Area (LCCA)

Exception No. 13

The effect of a Record of Survey

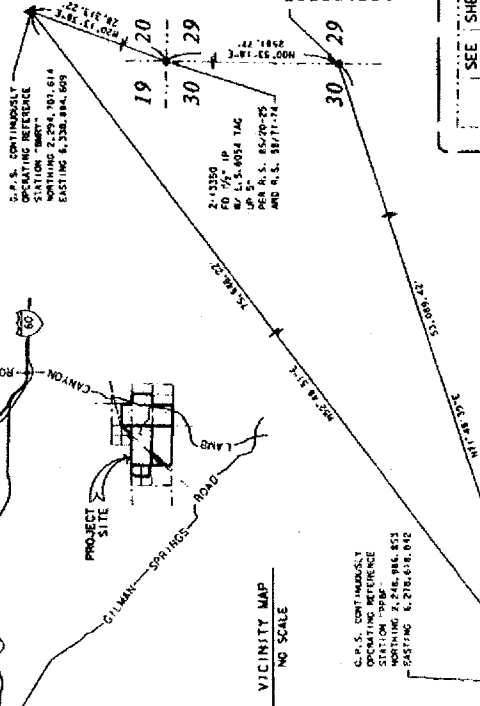
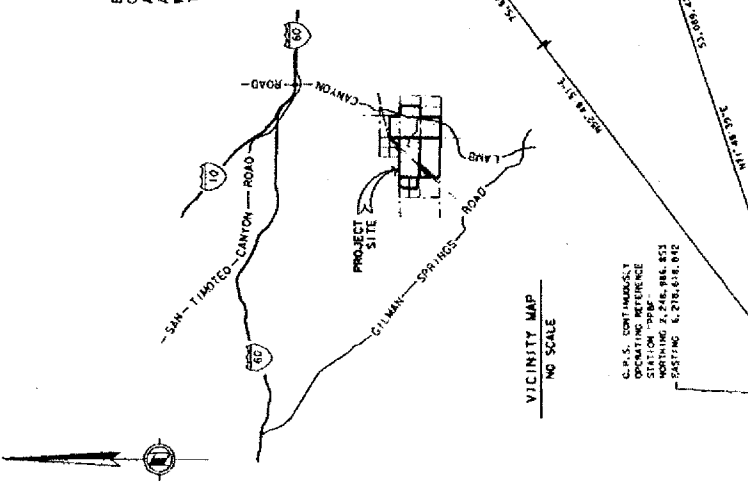
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28, ALONG WITH A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
NOVEMBER 2008



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT, AT THE REQUEST OF RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT IN APRIL OF 2008
WARREN D. WILLIAMS, CHIEF ENGINEER, R.C.E. 32316
EXP. DATE DECEMBER 31, 2010

COUNTY SURVEYOR'S NOTE

THIS COUNTY SURVEYOR HAS NOT ESTABLISHED AS OF THE DATE OF RECORDING OF THIS MAP THE ACCURACY OF THE SURVEY. THIS RECORD OF SURVEY IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 COMMENCING WITH SECTION 66401 OF TITLE 7 OF THE GOVERNMENT CODE. THE PARCEL(S) SHOWN ON THIS SURVEY MAY NOT HAVE BEEN LEGALLY CREATED AND THEREFORE MAY NOT BE A BUILDABLE PARCEL(S).



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8795 OF THE PROFESSIONAL LAND SURVEYORS ACT AND IS CORRECT AS SHOWN ON THE DATE OF THIS SURVEY.



WARREN D. WILLIAMS, CHIEF ENGINEER, R.C.E. 32316
EXP. DATE SEPTEMBER 30, 2009

RIVERSIDE COUNTY ENGINEER
NOVEMBER 2008

RECORDER'S STATEMENT

FILED THIS 27th DAY OF NOV 2008 AT 1:10 PM IN BOOK 130 RECORDS OF SURVEY, AT THE REQUEST OF THE COUNTY SURVEYOR.

NO. 2009-02165594

LEE WARD, ASSESSOR-COUNTY CLERK-RECORDER

BY: [Signature] DEPUTY

SURVEYOR'S NOTES:

- MONUMENT FOUND AS NOTED, SHOWN THIS.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 2011. ALL BEARINGS AND DISTANCES SHOWN ARE GRID. ADJUSTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN ON THAT RECORD REFERENCE. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCE BY A COMBINATION FACTOR OF 0.99989338, CALCULATED AT A MEAN LATITUDE OF N33°53'00" AND A MEAN ELEVATION OF 2202.95.

2009-0265592
Original

SHEET 2 OF 5 SHEETS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

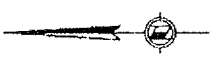
RECORD OF SURVEY

LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28 ALONG WITH A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

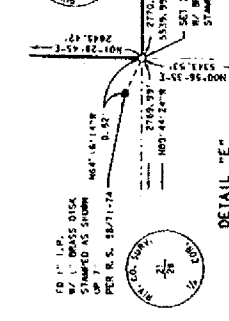
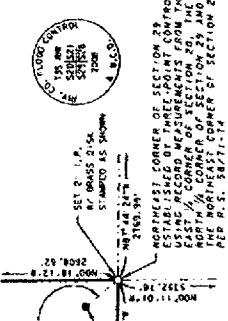
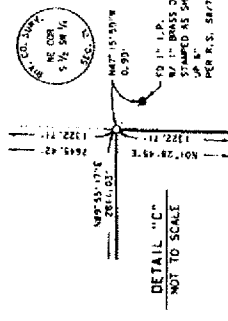
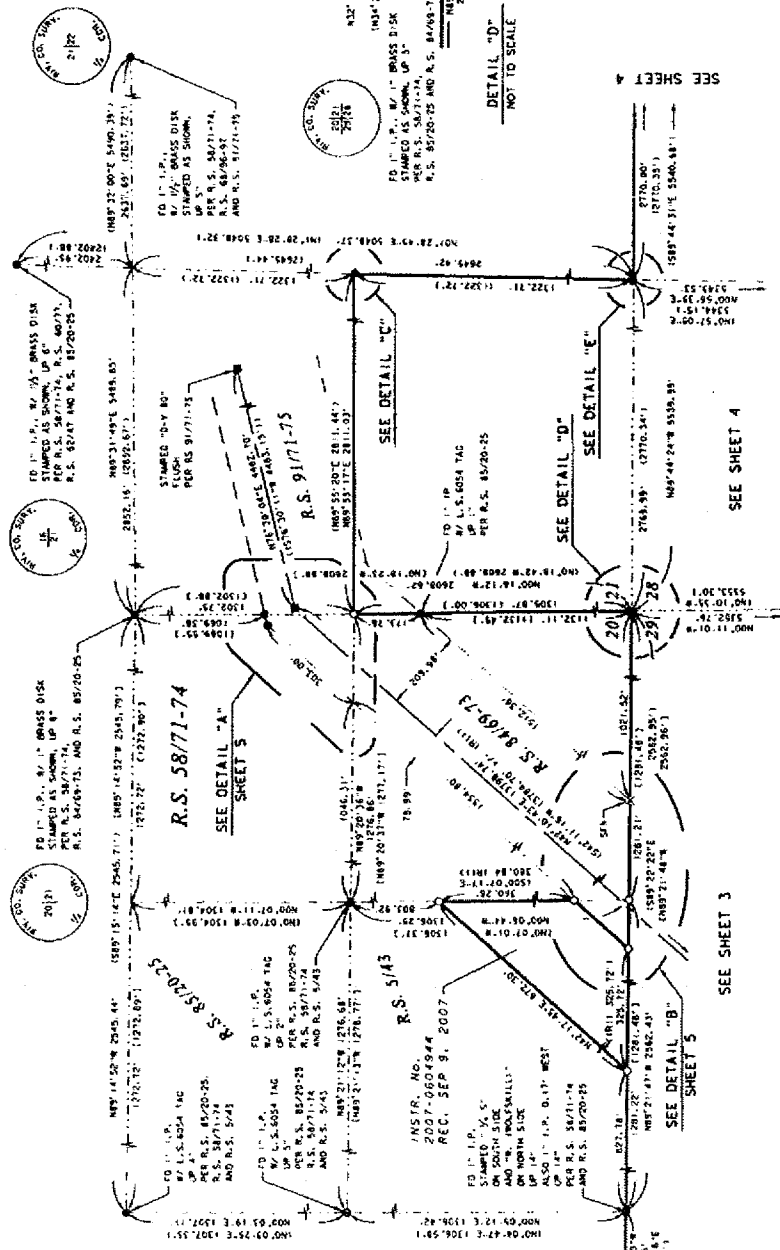
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

NOVEMBER 2008



SURVEYOR'S NOTES:

1. FOUND MONUMENT AS NOTED
2. SET 7" IRON PIPE WITH R.C.C. & W.C.D BRASS TAG FLUSH, UNLESS OTHERWISE NOTED, SHOWN THUS \bigcirc
3. 2" IRON PIPE WITH 3" BRASS DISK, STAMPED "SOUTHERN CALIFORNIA EDISON COMPANY, D.V. NO. L.S. 4423", PER R.S. 84/69-73, UNLESS OTHERWISE NOTED, SHOWN THUS \bullet
4. SEARCH FOUND NOTHING, SET NOTHING SHOWN THUS X
5. RECORD OR CALCULATED PER RS 58/71-74
6. RECORD OR CALCULATED PER RS 85/20-25
7. RECORD OR CALCULATED PER RS 5/43
8. RECORD OR CALCULATED PER RS 91/71-75
9. RECORD OR CALCULATED PER RS 84/69-73
10. INSTRUMENT NO. 55231, RECORDED 8-12-1970, SHOWN THUS (R)
12. ALL MEASURED DISTANCES SHOWN ARE GRID; TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY A COMBINATION FACTOR OF 0.999898938.



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
NOVEMBER 2008

R.I.V. CO. 08 - 127
R. C. F. C. D.M.G. NO. 99-019 SH. 2 OF 5

2009-06-5592
Original

SHEET 4 OF 5 SHEETS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

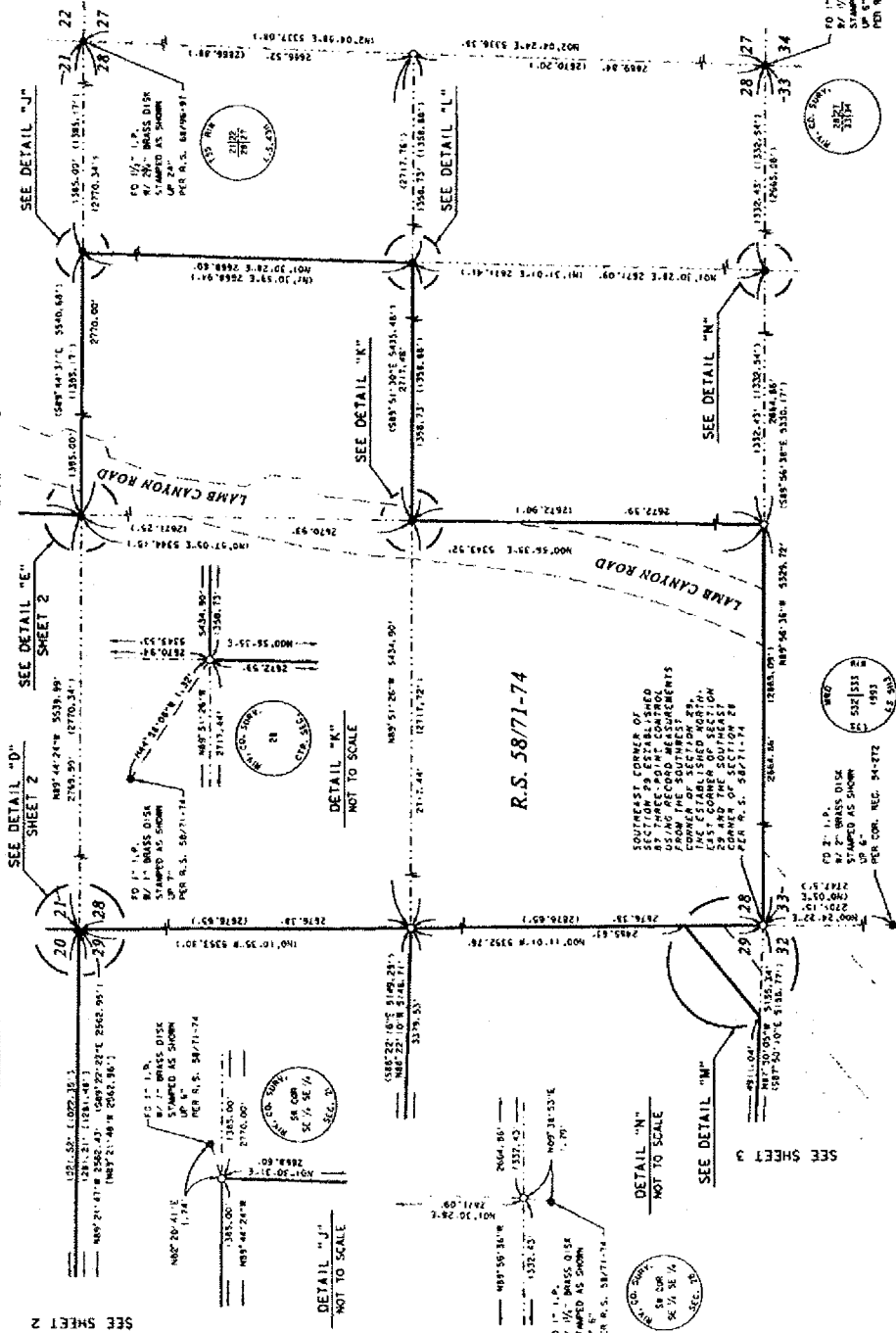
LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28 ALONG WITH A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

NOVEMBER 2008

SCALE 1"=200'



SURVEYOR'S NOTES:

1. FOUND MONUMENT AS NOTED
2. SET 3/4" IRON PIPE WITH PDC & WCD BRASS TAG FLUSH, UNLESS OTHERWISE NOTED, SHOWN THUS — O
3. E.O. 2" IRON PIPE WITH 2" BRASS DISK, STAMPED "SOUTHERN CALIFORNIA EDISON COMPANY D-4 98X, L.S. 4423", PER R.S. 84/69-73, UNLESS OTHERWISE NOTED, SHOWN THUS — ■
4. SEARCH FOUND NOTHING, SET NOTHING SHOWN THUS — X
5. RECORD OR CALCULATED PER RS 58771-74 _____ ()
6. RECORD OR CALCULATED PER RS 85220-25 _____ ()
7. RECORD OR CALCULATED PER RS 5/43 _____ ()
8. RECORD OR CALCULATED PER RS 9171-75 _____ ()
9. RECORD OR CALCULATED PER RS 84/69-73 _____ ()
10. INSTRUMENT NO. 55231, RECORDED 8-12-1976, SHOWN THUS _____ (R)
11. INSTRUMENT NO. 2007-060494, RECORDED 9-27-2007, SHOWN THUS _____ (R2)
12. INSTRUMENT NO. 123261, RECORDED 9-24-1974, SHOWN THUS _____ (R3)
13. ALL MEASURED DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY A COMBINATION FACTOR OF 0.99899936.

R.V. CO. 08 - 121
R.C.F.C. DIV. NO. 25-013 SW - 4 - 01.3

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28 ALONG WITH A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

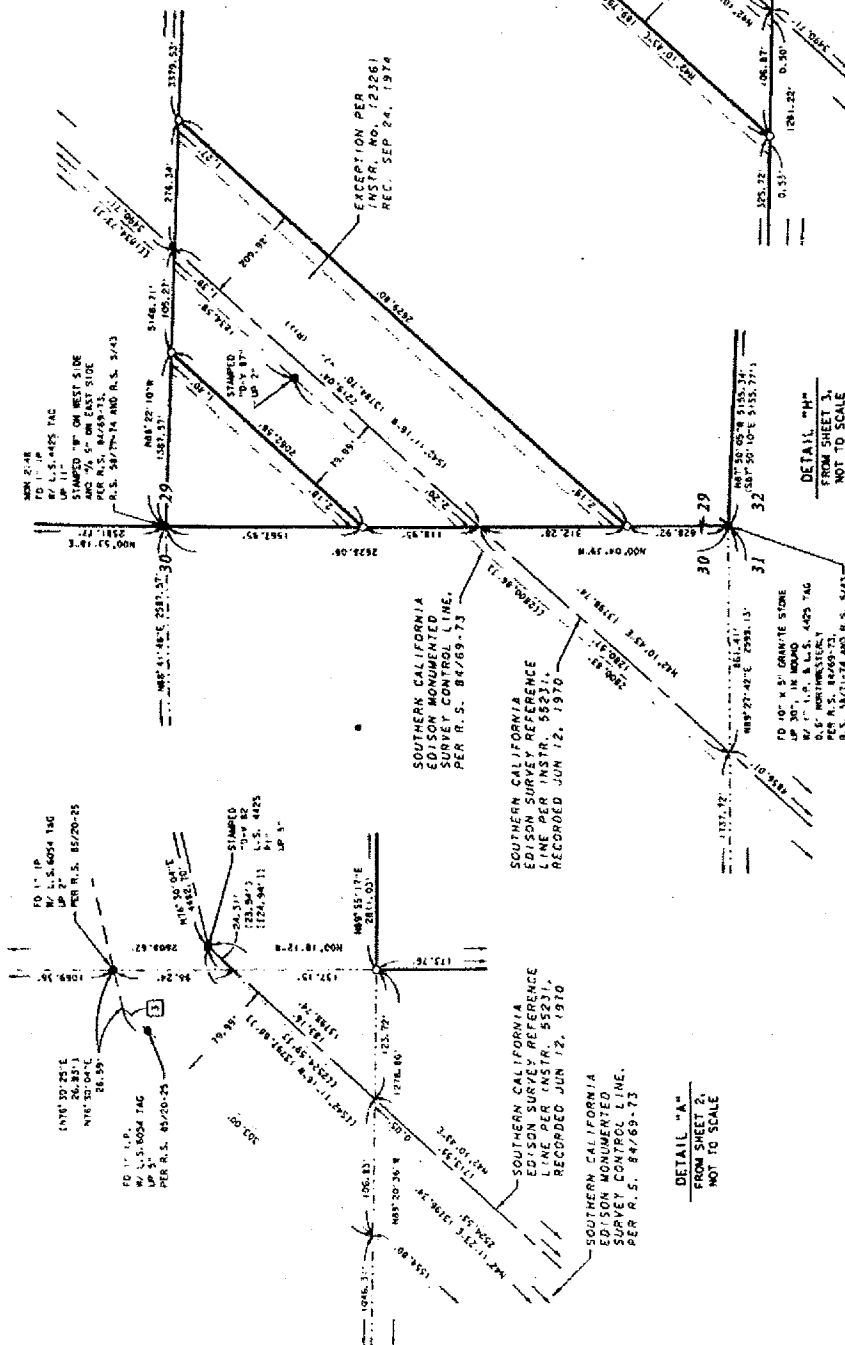
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

NOVEMBER 2008

SURVEYOR'S NOTES:

- FOUND MONUMENT AS NOTED
- SET X: IRON PIPE WITH INPTC & MCD BRASS TAG
- FLUSH, UNLESS OTHERWISE NOTED, SHOWN THIS
- SET Y: IRON PIPE WITH 2" BRASS DISK, STAMPED "SOUTHERN CALIFORNIA EDISON COMPANY D-V XX, S. 4425", PER R.S. 84769-73, UNLESS OTHERWISE NOTED, SHOWN THIS
- SEARCH FOUND NOTHING, SET NOTHING SHOWN THIS
- RECORD OR CALCULATED PER RS 54/71-74
- RECORD OR CALCULATED PER RS 85/20-25
- RECORD OR CALCULATED PER RS 5/43
- RECORD OR CALCULATED PER RS 91/71-75
- RECORD OR CALCULATED PER RS 84/69-73
- INSTRUMENT NO. 55231, RECORDED 6-12-1970, SHOWN THIS
- INSTRUMENT NO. 2007-0504944, RECORDED 9-27-2007, SHOWN THIS
- INSTRUMENT NO. 123261, RECORDED 9-24-1974, SHOWN THIS
- ALL MEASURED DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY A COMBINATION FACTOR OF 0.99898538.

LINE DATA		
NO.	BEARING	DISTANCE
1	N 62° 10' 43" E	0.21



R.C.F.C. DWS. NO. 89-019 SH. 5 OF 5

Lamb Canyon Conservation Area (LCCA)

Exception No. 15

An easement for aerial and/or underground electric or communication structure, and rights, in favor of Southern California Edison Company

#15

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P. O. Box 410
LONG BEACH, CA. 90801
Attention: Real Properties Dept.
ESCROW

56253

RECEIVED FOR RECORD
AT 8:50 O'CLOCK A.M.
AT REQUEST OF
TICOR TITLE INSURANCE CO.

MAR 20 1985
Recorded in Official Records
of Riverside County, California
William E. Conrley
RECORDER
Fees \$

PAID
Doc. Transfer Tax
WILLIAM E. CONRLEY
Rt. Co. Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$128.70
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
William E. Conrley
SOUTHERN CALIFORNIA EDISON CO.
SIGNATURE OF GRANTEE OR AGENT DETERMINING TAX. FIRM NAME

Location: Unincorporated Area

GRANT OF EASEMENT

COUNTY OF RIVERSIDE, a body politic and corporate, hereinafter called "Grantor", for a valuable consideration, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, wires, cables, including ground wires and communication circuits with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and other purposes, together with the easement and right of way for ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, except as hereinafter specifically provided, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and for any and all purposes herein mentioned; in, on, over, along and across a strip of land, 290.00 feet wide, hereinafter referred to as Strip 1, also hereinafter referred to as "Right of Way Strip", lying within that certain real property of the Grantor hereinafter described and designated as Parcel 1; said real property of the Grantor is situated in the County of Riverside, State of California, and described as follows:

PARCEL 1:

The North half of Section 29, and the South half of the Southwest quarter of Section 21, all in Township 3 South, Range 1 West, San Bernardino Meridian.

H54861 JK

APPROVED AS TO DESCRIPTION
C. J. LOWEBSON, JR. MGR. BY 1/12
DATE 7-16-84 R/W & LAND DEPT
SR: 50287A
10. 3/21
FUNC 2474

Grant of Easement
County of Riverside,
a body politic and corporate, to
S.C.E.Co., a corp.
Serial No. 50775A

STRIP 1:

56253
The sidelines of said strip of land, 290.00 feet wide, shall be 80.00 feet Northwesterly and 210.00 feet Southeasterly, measured at right angles, respectively, from the following described surveyed reference line:

Beginning at a point in the Easterly line of Section 22, Township 3 South, Range 1 West, San Bernardino Meridian, said point being South 00° 27' 04" West, 619.57 feet, measured along said Easterly line from a found 1 inch iron pipe with metal tag stamped "L.S. 1433" set at the Northeast corner of said Section 22, said point also being North 00° 27' 04" East, 2000.25 feet, measured along said Easterly line from a found 4" x 4" post set at the East quarter corner of said Section 22; thence South 76° 30' 11" West, 12,992.19 feet; thence South 42° 11' 16" West, 13,784.70 feet, to a point in the boundary line of the Rancho San Jacinto Nuevo, said last mentioned point being North 50° 24' 19" West, 2861.30 feet, measured along the boundary line of said Rancho San Jacinto Nuevo from a found 3 inch iron pipe with brass cap marked "U.S. FOREST BOUNDARY POST NO. 1, RLW., T3S, SEC. 31", said last mentioned point also being South 50° 24' 19" East, 1571.89 feet, measured along the boundary line of said Rancho San Jacinto Nuevo, from a found 1 inch iron pipe set at corner No. 3 of said Rancho San Jacinto Nuevo.

Grantee shall have the right to use those certain existing roads and to construct those certain proposed roads on the land of Grantor within and adjoining said right of way strip as are shown on the attached map, marked EXHIBIT "A", and by this reference made a part hereof. In the event the location of any portion or portions of said roads shall interfere with the development of the lands of Grantor, then Grantee will within ninety (90) days after the receipt from the Grantor or Grantor's successors or assigns of a written notice so to do, relocate any portion or portions of said roads to a mutually agreed upon location within the lands of Grantor and shall quitclaim such portion or portions of said roads no longer required, provided Grantor or Grantor's successors or assigns shall first furnish Grantee with a road easement granting the same rights as are granted herein for such portion or portions of said roads in such new location. The Grantee hereby agrees to pay the cost of the initial relocation of the proposed roads constructed by Grantee and the Grantor hereby agrees for Grantor and Grantor's successors or assigns to thereafter pay to Grantee the cost of relocating any portion or portions of such roads constructed by Grantee. In the event alternate public roads are constructed which will provide Grantee with access to said right of way strip, or any extension of said right of way strip on the lands of others, as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of said roads no longer required hereunder.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said right of way strip, rights for (1) underground water pipelines and underground drainage structures, (2) drainage ditches, (3) farm, grazing or pasture fences, and (4) roads, provided, however, that the exercise of such rights does not interfere with or endanger the operation or maintenance of the electric lines and communication circuits of Grantee, or Grantee's ready access to its said electric lines and communication circuits, or the exercise of any of the rights herein granted to Grantee. In addition to said reserved rights for underground water pipelines, underground drainage structures,

Grant of Easement
County of Riverside,
a body politic and corporate, to
S.C.E.Co., a corp-
Serial No. 50775A

56253

drainage ditches, farm fences and roads, Grantor and Grantor's successors and assigns shall have only the additional rights to use the land within said right of way strip for sanitary land fill purposes, provided that (1) all requirements of the State of California pertaining to sanitary land fills are complied with, (2) all equipment shall at all times maintain a vertical clearance of at least 34 feet from all wires and conductors of Grantee, (3) no excavations or surface cuts shall be made within 50 feet of any of Grantee's metal towers, (4) no highly flammable materials, including but not limited to, gasoline, oils, chemicals and explosives shall be deposited in the sanitary land fill area within or immediately adjacent to said right of way strip, and (5) Grantee shall have full unobstructed access to said right of way strip or any extension thereof and its facilities located thereon at all times; to cultivate such land for any and all field or orchard crops which may be grown thereon; to use such land for grazing and pasturage; and to create and maintain an open space park; provided that the aforementioned uses shall not unreasonably interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's successors and assigns, that Grantee, its successors, assigns and agents, shall not be liable for damage to, or removal of trees and vines, including loss of production, both present and future, where such damage, removal and loss occurs as a result of the exercise of the rights granted herein. Grantor further agrees for Grantor and Grantor's successors and assigns that all underground water pipelines and underground drainage structures installed by Grantor, its successors and assigns, shall be installed and maintained with a minimum cover of three (3) feet. Grantor expressly agrees for Grantor and Grantor's successors and assigns, that said right of way strip will never be used for cemetery purposes.

Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires and cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines, communication circuits and appurtenances. Any surface cuts made in a completed sanitary land fill area shall be made in a manner which complies with the requirements of the State of California pertaining to sanitary land fills.

In addition to the right of the Grantee to remove trees from said right of way strip, the Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees on the lands or Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the

56253

Grant of Easement
County of Riverside,
a body politic and corporate, to
S.C.E.Co., a corp.
Serial No. 50775A

proper construction, operation and maintenance of said electric lines and communication circuits, but at no point outside of said right of way strip to a height of less than 50 feet.

Grantor or Grantor's successors or assigns, shall not deposit or permit or allow to be deposited, except as hereinbefore provided, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute a menace or danger to said electric lines and communication circuits or which may interfere with Grantee's ready access to said electric lines and communication circuits.

It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed by Grantee or with the operation or maintenance of the electric lines and communication circuits of Grantee, and will not construct, place, or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

EXECUTED this 5th day of March, 1985.

FORM APPROVED
COUNTY COURT 1

COUNTY OF RIVERSIDE,
a body politic and corporate

BY [Signature]
1985

By Patricia Larson
Chairman of the Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF) ss.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

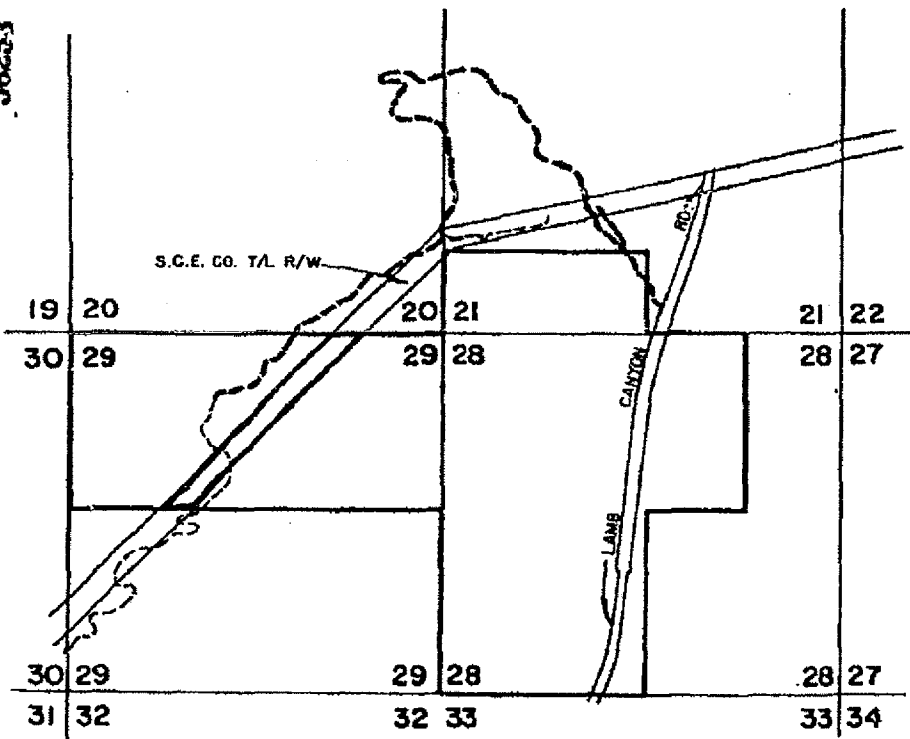
On March 5, 1985, before me, the undersigned, as Clerk of the Board of Supervisors for the County of Riverside, State of California, personally appeared Patricia A. Larson, personally known to me to be the person who executed this instrument as the Chairman of the Board of Supervisors of said County, and acknowledged that the County of Riverside executed it.

GERALD A. MALONEY
Clerk of the Board
BY [Signature]
Deputy (SEAL)

56253

T. 3 S. R. 1 W. S. B. B. & M.

56253



LEGEND




-  LANDS OF COUNTY OF RIVERSIDE
-  EXISTING S.C.E. CO. ACCESS ROAD
-  PROPOSED S.C.E. CO. ACCESS ROAD


EXHIBIT "A"

J. O. 3121 M. S. 49-108

DEVERS-VALLEY 500KV T/L R/W

MAP SHOWING LOCATION OF PROPOSED & EXISTING SCE CO ACCESS ROADS WITHIN LANDS OF COUNTY OF RIVERSIDE

RIVERSIDE COUNTY CALIFORNIA

Southern California Edison Company 

SEN. 50775A

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



FROM: LeRoy D. Smoot **SUBMITTAL DATE:** March 5, 1985
Road Commissioner and County Surveyor

SUBJECT:
CONVEYANCE OF RIGHT OF WAY FOR DEVERS-VALLEY 500 KV TRANSMISSION LINE
FOR SOUTHERN CALIFORNIA EDISON COMPANY, THIRD SUPERVISORIAL DISTRICT.
RECOMMENDED MOTION:

That the Chairman of the Board be authorized to execute the
Transmission Line Easement in favor of Southern California
Edison Company allowing the crossing of a portion of the
Lamb Canyon Landfill property.

JUSTIFICATION:

The Southern California Edison Company and the County of
Riverside have negotiated a settlement for the Devers-
Valley 500 KV Transmission Line across a portion of the
Lamb Canyon Landfill.

Southern California Edison Company agrees to pay the County
of Riverside \$117,000 for the 290-foot wide easement. May
we ask to have the easement returned to the Road Department.
The easement has been approved as to form by County Counsel.

Richard A. Meredith
Richard A. Meredith
Real Property Manager

~~RECOMMENDATION:~~

FINANCIAL IMPACT:

Ok Supplemental

~~Administrative Officer Signature~~

[Signature]

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Abraham, Dunlap, Younglc and Larson
NOes: None
Absent: Cenicerros
Date: March 5, 1985
cc: Road

Gerald A. Maloney
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. ref.

Depts. Comments

Dist.

AGENDA IN

3

10.11

Lamb Canyon Conservation Area (LCCA)

Exception No. 16

**An easement for public utilities, and rights, in favor
of Southern California Edison Company**

136930

RECORDING REQUESTED BY

Southern California Edison Company SCE

WHEN RECORDED MAIL TO

Southern California Edison Company SCE

REAL PROPERTIES DEPT.
P. O. BOX 788
RIALTO, CALIFORNIA 92376

RECEIVED FOR RECORD
MAY 11 1986
MAY 11 1986

JUN 12 1986

Assessed In Official Records
of Riverside County, California
William E. Shady
REGISTER

H 14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

R4202 REV 5/84 4481d

GRANT OF EASEMENT
(Corporation)

DISTRICT	WORK ORDER	IDENTITY	MAP SHEET
Redlands	6031-2346	5-2043	49-108
628-1776-1	632-1776-1	APPROVED Real Properties Department	DATE 49-108
630-1776-1	634-1776-1	LRS:ja	4-2-86

overhead and

COUNTY OF RIVERSIDE (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

A strip of land, 10.00 feet in width, lying within a portion of the South half of the Northwest quarter of Section 28, Township 3 South, Range 1 West, San Bernardino Meridian; the centerline of said 10.00-foot strip of land is described as follows:

COMMENCING at the centerline intersection of Lamb Canyon Road and the access road for Lamb Canyon Sanitary Landfill (Riverside County Disposal Area 31); said point also being located at Centerline Station 188 + 67.75 per Riverside County Survey Department Field Book 2116 (Survey No. 5380, page 2);

- Thence along the centerline of Lamb Canyon Road, South 06°51'47" West, a distance of 20.56 feet;
- Thence North 88°52'56" West, a distance of 40.20 feet to a point on the westerly right-of-way line of Lamb Canyon Road (having a westerly half width of 40.00 feet); said point also being the TRUE POINT OF BEGINNING;
- Thence continuing North 88°52'56" West, a distance of 1527.30 feet;
- Thence North 82°21'33" West, a distance of 224.48 feet;
- Thence North 57°23'34" West, a distance of 666.18 feet.

It is the intention of the Grantor, by this conveyance, to grant an easement only over the above described property of the Grantor.

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

NOT RECORDED IN RIVERSIDE COUNTY RECORDS
CONSIDERATION LESS THAN \$100.00
MAY 11 1986
SOUTHERN CALIFORNIA EDISON CO.
COUNTY OF RIVERSIDE, CALIFORNIA

EXECUTED this 27th day of May, 1986

By: GERALD J. GERLINGS, County Counsel

APR 30 1986
By: [Signature]
Principal Deputy

COUNTY OF RIVERSIDE
By: [Signature]
By: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On MAY 27 1986, 1986, before me, the undersigned, as Clerk of the Board of Supervisors for the County of Riverside, State of California, personally appeared Melba Dunlap, personally known to me to be the person who executed this instrument as the Chairman of the Board of Supervisors of said County, and acknowledged that the County of Riverside executed it.

GERALD A. MALONEY
Clerk of the Board of supervisors

By: [Signature]
Deputy

MAY 27 1986

136930

136930

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Board of Supervisors

County of Riverside

RESOLUTION NO. 86-199

AUTHORIZING CONVEYANCE OF AN EASEMENT

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on May 27, 1986, 1986, that pursuant to Government Code Section 25526.6, the conveyance of the hereinafter described easement to the Southern California Edison Company is in the public interest and will not substantially interfere with the use of the property by the County. Said easement is for ^{overhead and} underground electrical supply and communications systems which systems are needed to provide electrical service to the Lamb Canyon Waste Disposal Site in the County of Riverside State of California, and said easement is located in a portion of the South half of the Northwest quarter of Section 28, T3S, R1W, SEM, as more fully described in the deed on file in the office of the Clerk of the Board of Supervisors identified as Grant of Easement 5-2043 conveying said interest in real property to Southern California Edison Company.

BE IT FURTHER RESOLVED that the Chairman of this Board is authorized to execute said deed conveying the easement to the Southern California Edison Company.

ROLL CALL RESULTED AS FOLLOWS:

Ayes: Abraham, Cenicerros, Larson, Younglove and Dunlap
Noes: None
Absent: None
Date: May 27, 1986

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

GERALDA MALONEY, Clerk of said Board
By *[Signature]*, Deputy

PHL:rmh
ID:466
5/1/86

GERALD J. GEERLINGS
COUNTY COUNSEL
SUITE 310
1533 10TH STREET
RIVERSIDE, CALIFORNIA

Lamb Canyon Conservation Area (LCCA)

Exception No. 17

**The effect of Resolution approving the establishment
of the San Gorgonio Pass Memorial Hospital District**

RECORDING REQUESTED BY:

165576

#17

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

MAY 23 1995

Recorder & Clerk
of Riverside County, California

Recorder
Fee \$ 0

AND WHEN RECORDED MAIL TO:

SAN GORGONIO MEMORIAL
HEALTH CARE DISTRICT

c/o GRESHAM, VARNER...

400 N. ARROWHEAD #300

SAN BERNARDINO CA. 92401

Att: Fran R. Ffenburgh

THIS SPACE FOR RECORDER'S USE ONLY

5 2372.30

087

RESOLUTION
TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 ADDITIONAL RECORDING FEE APPLIES)

CONSOLIDATED ELECTION PRECINCT NO. 1

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 1, Banning 3 and Banning Heights Election Precincts.

Shall the proposed San Gorgonio Pass Memorial Hospital District be formed?

Yes 233
No 10

BANNING NO. 2 ELECTION PRECINCT

Shall the proposed San Gorgonio Pass Memorial Hospital District be formed?

Yes 171
No 6

MONDAY, OCTOBER 6th, 1947.

The Board at this time proceeds to canvass the votes cast at the election held in the matter of the formation and establishment of the San Geronimo Pass Memorial Hospital District held on the 30th day of September, 1947, and declared the result to be as follows, to-wit:

PRECINCT	TOTAL VOTE	YES	NO
1. Consolidated Precinct No. 1	262	272	10
2. Banning No. 2 Election Precinct	177	171	6
3. Consolidated Precinct No. 3	208	203	5
4. Consolidated Precinct No. 4	247	244	3
5. Consolidated Precinct No. 5	200	191	9
6. Cabazon Election Precinct	47	45	2
7. Consolidated Precinct No. 6	35	34	1
8. Cherry Valley Election Precinct	108	79	29
9. Absentee Vote	3	3	0

RESOLUTION
CANTONING ELECTION DISTRICTS,
DECLARING THE RESULT THEREOF,
AND DESIGNATING SAN GERONIMO
PASS MEMORIAL HOSPITAL DISTRICT
DULY ORGANIZED.

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.
GERALD A. MALONEY, Clerk of said Board
By *[Signature]* Deputy

Resolution
copied &
carried by
San Geronimo Pass
Memorial
Hospital
District
organizer.

Upon notice of Supervisor Ashley, succeeded by Supervisor Weirick, and duly carried, the following resolution was adopted, to-wit:

WHEREAS, a petition was heretofore, to-wit: on the 2nd day of June, 1947, filed with this Board praying for the formation of a local hospital district under the provisions of "The Local Hospital District Law" (Sections 28000-28015, Health and Safety Code), to be named "San Geronimo Pass Memorial Hospital District," and

WHEREAS, hearing was duly held as said petition as required by law, after which hearing, by resolution duly adopted by this Board, the name for said proposed district was fixed and designated as "San Geronimo Pass Memorial Hospital District" and the boundaries of said district were fixed and were specifically and particularly described, and

WHEREAS, by resolution of this Board thereafter duly adopted on July 22, 1947, an election was called in said proposed district to be held on the 30th day of September, 1947, for the purpose of submitting to the qualified electors in the proposed district the proposition "Shall the proposed San Geronimo Pass Memorial Hospital District be formed?", and

WHEREAS, said election was duly held and conducted on the appointed day and the returns thereof have been forwarded to and received by this Board and the same have been duly canvassed,

NOW, THEREFORE, BE IT RESOLVED, FURTHER ENFORCED, by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled this 6th day of October, 1947, that the result of said election in each election precinct within the boundaries of the proposed hospital district in which is situated the land proposed to be returned for inclusion in the hospital district is as follows:

CONSOLIDATED ELECTION PRECINCT NO. 1

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 1, Banning 3 and Banning Heights Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 272
No 10

BANNING NO. 2 ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 171
No 6

CONSOLIDATED ELECTION PRECINCT NO. 1

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 1, Banning 3 and Banning Heights Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 272
No 10

BANNING NO. 2 ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 171
No 6

CONSOLIDATED ELECTION PRECINCT NO. 2

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 4 and Banning 6 Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 223
No 10

CONSOLIDATED ELECTION PRECINCT NO. 3

Composed of all that territory within the proposed boundaries of said hospital district comprised of Bannock 1, Bannock 3 and Bannock Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 211
No 22

CONSOLIDATED ELECTION PRECINCT NO. 4

Composed of all that territory within the proposed boundaries of said hospital district comprised of Bannock 2 and Bannock 4 Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 141
No 22

CARSON ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 42
No 2

CONSOLIDATED ELECTION PRECINCT NO. 5

Composed of all that territory within the proposed boundaries of said hospital district comprised of Callisno and El Cerrito Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 4
No 9

CORRAL VALLEY ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 22
No 9

BE IT FURTHER RESOLVED that the Board has canvassed the absentee ballots on the question: "Shall the proposed San Geronimo Pass Memorial Hospital District be formed?" and finds that 5 were in favor of the hospital district and 0 were against.

BE IT FURTHER RESOLVED that the total vote cast in the proposed San Geronimo Pass Memorial Hospital District on the proposition "Shall the proposed San Geronimo Pass Memorial Hospital District be formed?" is as follows:

Yes 188
No 114

BE IT FURTHER RESOLVED, FOUND AND UNDENIED that a majority of all of the votes cast at said election in the district in which the proposed hospital district is situated are in favor of the organization of the district, and

BE IT FURTHER RESOLVED that the said district be, and it is hereby declared to be duly organized under the provisions of the Local Hospital District Law (SBOG - 56313, Health and Safety Code) and that the name of said district is "San Geronimo Pass Memorial Hospital District"; the boundaries of said San Geronimo Pass Memorial Hospital District, hereby found and declared to be duly organized, are particularly described as follows, to-wit:

CONSOLIDATED ELECTION PRECINCT NO. 1

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 1, Banning 3 and Banning Heights Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 223
No 10

BANNING NO. 2 ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 171
No 6

ATTACHED FOR CLARIFICATION PURPOSES

**RESOLUTION
CANVASSING ELECTION RETURNS,
DECLARING THE RESULT THEREOF,
AND DECLARING "SAN GORGONIO
PASS MEMORIAL HOSPITAL DISTRICT"
DULY ORGANIZED.**

Upon motion of Supervisor Basley, seconded by Supervisor Weirick, and duly carried, the following resolution was adopted, to-wit:

WHEREAS, a petition was heretofore, to-wit: on the 2nd day of June, 1947, filed with this Board praying for the formation of a local hospital district under the provisions of "The Local Hospital District Law" (Sections 12000-32313, Health and Safety Code), to be named "San Gorgonio Pass Memorial Hospital District," and

WHEREAS, hearing was duly held on said petition as required by law, after which hearing, by resolution duly adopted by this Board, the name for said proposed district was fixed and designated as "San Gorgonio Pass Memorial Hospital District" and the boundaries of said district were fixed and were specifically and particularly described, and

WHEREAS, by resolution of this Board thereafter duly adopted on July 28, 1947, an election was called in said proposed district to be held on the 16th day of September, 1947, for the purpose of submitting to the qualified electors in the proposed district the proposition "Shall the proposed San Gorgonio Pass Memorial Hospital District be formed?", and

WHEREAS, said election was duly held and conducted on the appointed day and the returns thereof have been forwarded to and received by this Board and the same have been duly canvassed,

NOW, THEREFORE, BE IT RESOLVED, FOUND AND DETERMINED, by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled this 6th day of October, 1947, that the result of said election in each election precinct within the boundaries of the proposed hospital district in which is situated the land proposed to the voters for inclusion in the hospital district is as follows:

CONSOLIDATED ELECTION PRECINCT NO. 1

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 1, Banning 3 and Banning Heights Election Precincts:

Shall the proposed San Gorgonio Pass Memorial Hospital District be formed?

Yes 273
No 10

BANNING NO. 2 ELECTION PRECINCT

Shall the proposed San Gorgonio Pass Memorial Hospital District be formed?

Yes 171
No 6

MONDAY, OCTOBER 6th, 1967

CONSOLIDATED ELECTION PRECINCT NO. 2

Composed of all that territory within the proposed boundaries of said hospital district comprised of Banning 4 and Banning 5 Election Precincts

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 286
No 16

CONSOLIDATED ELECTION PRECINCT NO. 3

Composed of all that territory within the proposed boundaries of said hospital district comprised of Beaumont 1, Beaumont 3 and Adams Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 244
No 23

CONSOLIDATED ELECTION PRECINCT NO. 4

Composed of all that territory within the proposed boundaries of said hospital district comprised of Beaumont 2 and Beaumont 4 Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 161
No 39

CABAZON ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 45
No 2

CONSOLIDATED ELECTION PRECINCT NO. 5

Composed of all that territory within the proposed boundaries of said hospital district comprised of Calimesa and El Casco Election Precincts:

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 4
No 9

CHERRY VALLEY ELECTION PRECINCT

Shall the proposed San Geronimo Pass Memorial Hospital District be formed?

Yes 99
No 9

BE IT FURTHER RESOLVED that the Board has canvassed the absentee ballots on the question "Shall the proposed San Geronimo Pass Memorial Hospital District be formed?" and finds that 5 were in favor of the hospital district and 0 were against.

BE IT FURTHER RESOLVED that the total vote cast in the proposed San Geronimo Pass Memorial Hospital District on the proposition "Shall the proposed San Geronimo Pass Memorial Hospital District be formed?" is as follows:

Yes 1288
No 114

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that a majority of all of the votes cast at said election in the district in which the proposed hospital district is situated are in favor of the organization of the district, and

BE IT FURTHER RESOLVED that the said district do, and it is hereby declared to be duly organized under the provisions of the Local Hospital District Law (32000 - 32311, Health and Safety Code) and that the name of said district is "San Geronimo Pass Memorial Hospital District"; the boundaries of said San Geronimo Pass Memorial Hospital District, hereby found and declared to be duly organized, are particularly described as follows, to-wit:

MONDAY, OCTOBER 6th, 1947

Beginning at the northeast corner of T. 2 S., R. 3 E., S.B.B.M.;
Thence southerly along Township line 18 miles to the southeast
corner of Sec. 16, T. 4 S., R. 3 E., S.B.B. & M.;
Thence West along the Section lines, 6 miles;
Thence North on the Section line, 1 mile; thence West on the
Section line, 1 mile; thence South on the Section line, 1 mile;
Thence West on the Section line, 2 miles to the southwest corner
of Section 14, T. 4 S., R. 2 E., S.B.B. & M.;
Thence North on Section lines, 2 miles
Thence West on Section line, 1 mile
Thence North on Section line, 1 mile to the northeast corner
of Section 20 of said Township;
Thence West on the Section line, 1 mile;
Thence North on the Section line, 1 mile;
Thence West on the Section lines, 4 miles to the southwest corner
of Section 10, T4S., R. 1 East, S.B.B. & M.;
Thence North on Section lines, 2 miles;
Thence West on Section lines, 3 miles to the southwest corner of
T. 3 S., R. 1 E., S.B.B. & M.;
Thence North to the southeast corner of T. 3 S., R. 1 W., S.B.B.M.;
Thence West on the Township line to the southwest corner of Sec.
33, of T. 3 S., R. 1 W., S.B.B. & M.;
Thence North on Section lines, 4 miles to the northeast corner of
Sec. 17 of said Township; thence West on Section lines, 2 miles,
Thence North on Section lines, 1 mile to the northeast corner of
Sec. 12, T. 3 S., R. 2 W., S.B.B. & M.;
Thence Northwest on a straight line between the said northeast
corner of Sec. 12, T. 3 S., R. 2 W., and the southeast corner of Sec.
21, T. 2 S., R. 3 W., S.B.B. & M., a distance of about 5.3 miles to
the west boundary of Sec. 32, T. 2 S., R. 2 W., S.B.B. & M.;
Thence North on Section lines about 1.4 miles to the northeast
corner of Sec. 30 T. 2 S., R. 2 W., S.B.B. & M.;
Thence West on Section lines, 3 miles;
Thence North on Section lines, 2 miles to the northwest corner
of Section 14, T. 2 S., R. 3 W., S.B.B. & M.;
Thence East on Section lines, 6 miles;
Thence South on Section lines, 2 miles;
Thence East on Section lines, 2 miles to the southeast corner
of Section 24, T. 2 S., R. 2 West, S.B.B. & M.;
Thence North on Section lines, 3/4 of a mile;
Thence East 1 mile;
Thence North 1/4 mile to the northwest corner of Sec. 20, T. 2 S.,
R. 1 W., S.B.B. & M.;
Thence East on Section lines, 2 miles;
Thence North on Section lines, 1 mile;
Thence East on Section lines, 3 miles;
Thence Northerly and easterly along the County line to the point
of beginning.

BE IT FURTHER RESOLVED that the County of Riverside is hereby designated as
the organizing county.

BE IT FURTHER RESOLVED that the Clerk of this Board be and he is hereby
directed to forthwith file for record in the office of the County Recorder of the Coun-
ty of Riverside a certified copy of this Resolution, and that said Clerk be and he is
heraby directed to forthwith file a certified copy of the same with the Secretary of
State of California.

Roll call resulted as follows:

Ayes: Supervisors Weirick, Hill, Easley, Gilmore and Pittman.

Noes: None.

Absent: None.

Lamb Canyon Conservation Area (LCCA)

Exception No. 18

Lease between County of Riverside and Sprint PCS

AFTER RECORDING, PLEASE RETURN TO:
LandAmerica Comm'l Lender Svcs
9011 Arboretum Pkwy, Ste 300
Richmond, VA 23236
Attn: _____

DOC # 2005-0773496

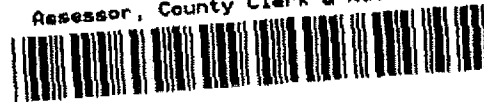
09/19/2005 08:00A Fee:31.00

Page 1 of 9

Recorded in Official Records
County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



18

SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT

KW
31

M
KW

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "*Supplement*"), made as of the Conversion Closing Date (as defined below), by and among, STC ONE LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINT TELEPHONY PCS, L.P., a Delaware limited partnership ("*Sprint Collocator*").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement, dated May 26, 2005 (the "*Agreement*"), by and among Lessor, Lessee, and Global Parent (as defined in the Agreement);

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "*Site*").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledge by the parties hereto, the parties hereby agree as follows:

I. *Agreement and Defined Terms.*

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the

terms of the Agreement and this Supplement, the terms of the Agreement shall govern and control.

2. Demise.

Pursuant to and subject to the terms, conditions and reservations in the Agreement, Lessor hereby subleases or otherwise makes available to Lessee, and Lessee hereby subleases and accepts from Sublessor, the Leased Property of the Site. Such Leased Property consists of, among other things, the interest of Lessor in the Land related to the Site, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and the Tower located on the Land.

3. Sprint Collocation Space.

The Sprint Collocator has leased back from Lessee pursuant to the Agreement the Sprint Collocation Space on the Site as more particularly defined and described in the Agreement.

4. Term.

The Term of the lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on May 26, 2005 (the "*Conversion Closing Date*") and shall terminate or expire on the Site Expiration Date as determined in accordance with the Agreement, but in no event later than May 25, 2037 which is the Site Expiration Outside Date.

5. Rent.

Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

6. Leaseback Charge.

Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

7. Purchase Option.

Lessee shall have an option to purchase the right, title and interest of Lessor in the Site in accordance with Section 36 of the Agreement.

8. Notice.

All notices hereunder shall be deemed validly given if given in accordance with the Agreement.

9. *Governing Law.*

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

10. *Modifications.*


This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

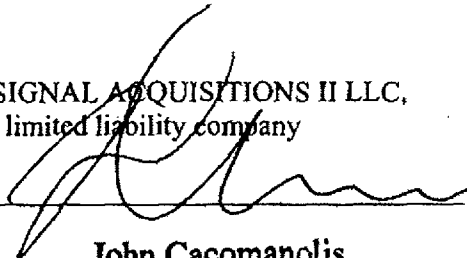
LESSOR:

STC ONE LLC,
a Delaware limited liability company

By: 
Name: John E. Beaudoin
Title: Assistant Vice President

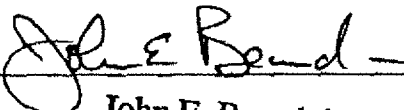
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 
Name: John Cacomanolis
Title: Senior Counsel

SPRINT COLLOCATOR:

SPRINT TELEPHONY PCS, L.P.,
a Delaware limited partnership

By: 
Name: John E. Beaudoin
Title: Assistant Secretary

LESSOR BLOCK

STATE OF NEW YORK)

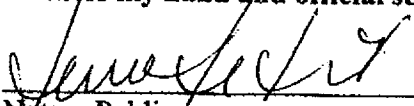
COUNTY OF NEW YORK) ss.)

On 5/25/2005, before me, the undersigned, personally appeared John E. Beaudoin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/25/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public

My commission expires:

JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 01KFR115508
Qualified in New York County
Commission Expires Sept. 7, 2008

LESSEE BLOCK

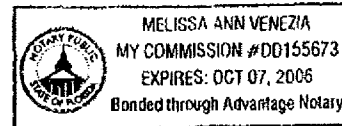
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by John Cacomandis, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced _____ as identification.

Signature: Melissa Ann Venezia

Name (printed, typed or stamped): _____



SPRINT COLLOCATOR BLOCK

STATE OF New York)
) ss.
COUNTY OF New York)

On 5/24/2005, before me, the undersigned, personally appeared John E. Beaudoin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/24/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Jennifer A. Wales
Notary Public
My commission expires:

JENNIFER A. WALES
NOTARY PUBLIC, State of New York
No. 01WA8103588
Qualified in New York County
Commission Expires Dec. 29, 2007

Schedule 1 (one)

Connection Number 10623088

A lease by and between County of Riverside, as lessor ("Lessor"), and Sprint PCS Assets, L.L.C., as successor in interest to Cox PCS Assets, L.L.C., as lessee ("Lessee") as evidenced by a(n) Unrecorded Memorandum of Ground Lease affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A

Legal Description LEGAL DESCRIPTION OF LESSOR'S PROPERTY

That portion of the Southeast quarter of the Northwest quarter of Section 28, Township 3 South, Range 1 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown by United States Government Survey approved September 24, 1867, lying southerly of the following described land conveyed to the County of Riverside by Deed recorded July 1, 1970, as Instrument No. 629423, of Official Records;

Commencing at the intersection of the center line of Lamb Canyon Road, Conveyed to the County of Riverside by Deed recorded May 2, 1956, Book 1905, Page 303, of Official Records with the South lien of said Southeast quarter of the Northwest quarter, thence north $6^{\circ}30'13''$ East, on the center line of said Lamb Canyon Road, 357.93 feet, to the true point of beginning; thence North $85^{\circ}29'47''$ West 1277.7 feet, more or less, to the West line of the Southeast quarter of the Northwest quarter of said Section; thence North, on said West line 160.37 feet; thence South $85^{\circ}29'47''$ East 1299 feet, more or less, to the center line of said Lamb Canyon Road; thence South $6^{\circ}30'13''$ West, on the center line of said Lamb Canyon Road, 160.22 feet, more or less, to the true point of beginning

Excepting therefrom that portion conveyed to the County of Riverside by Deed recorded May 2, 1956, in Book 1905, page 303, of Official Records, Riverside County Records

Tax ID:

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10623088

2009-0215592
Original
SHEET 1 OF 5 SHEETS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

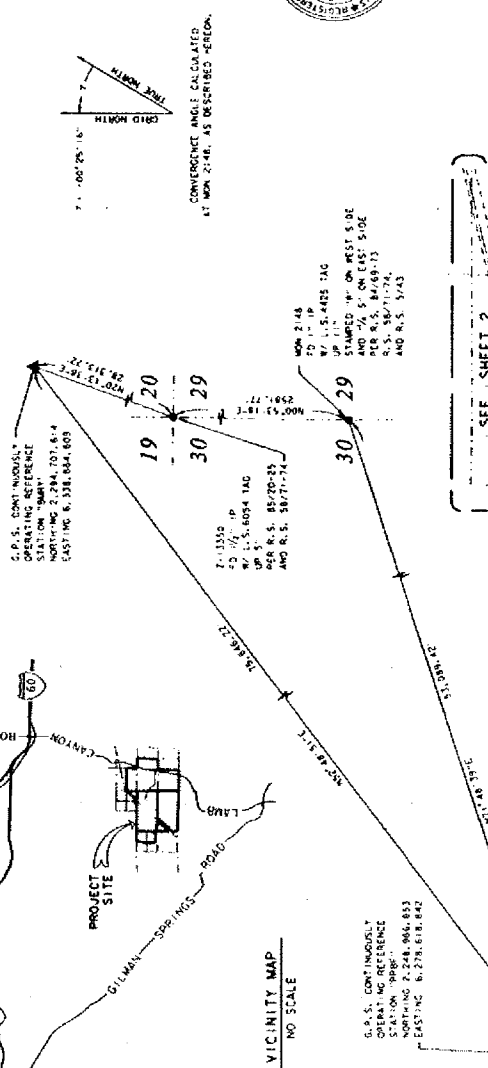
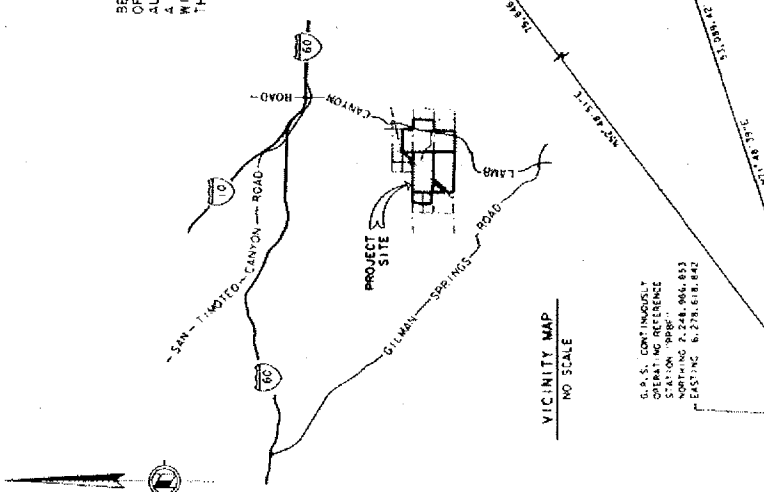
RECORD OF SURVEY

LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28, 29 ALONG WITH A PORTION OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

NOVEMBER 2009



BASIS OF BEARINGS
NO SCALE

RECORDER'S STATEMENT

FILED THIS 27th DAY OF MAY 2009 AT 8:14 AM IN BOOK 100 RECORDS OF SURVEY, AT PAGES 9143 AT THE REQUEST OF THE COUNTY SURVEYOR.

NO. 2009-0215592

LEE \$30
LARRY W. WARD, ASSESSOR-COUNTY CLERK-RECORDER

BY: *[Signature]* DEPUTY

SURVEYOR'S NOTES:

- MONUMENT FOUND AS NOTED.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983. EACH SECTION BASED LOCALLY ON "BARNS" AND "BARBS" AS SHOWN HEREON. BEARINGS AND DISTANCES SHOWN ON DEEDS ARE AS SHOWN ON THAT RECORD. REFERENCE MAPS OR DEEDS ARE AS SHOWN ON THAT RECORD. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCE BY A COMBINATION FACTOR OF 0.99989938, CALCULATED AT A MEAN LATITUDE OF 33° 53' 00" AND A MEAN ELEVATION OF 2202.95.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN COMPLIANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AND THE PROVISIONS OF RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT IN APRIL OF 2008

[Signature]
WARREN D. WILLIAMS, CHIEF ENGINEER, R.C.E.C. 32316
EXP. DATE DECEMBER 31, 2010



COUNTY SURVEYOR'S NOTE

THE COUNTY SURVEYOR HAS NOT ESTABLISHED AS OF THE DATE OF RECORDING OF THIS RECORD OF SURVEY THAT THE LAND SHOWN IN THIS RECORD OF SURVEY IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 (COMMENCING WITH SECTION 66410) OF TITLE 5 OF THE GOVERNMENT CODE. THE PARCEL(S) SHOWN ON THIS SURVEY MAY NOT HAVE BEEN LEGALLY CREATED AND THEREFORE MAY NOT BE A BUILDABLE PARCEL(S).

[Signature]
WARREN D. WILLIAMS, COUNTY SURVEYOR
P.L.S. 5705
EXP. DATE SEPTEMBER 30, 2009



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8706 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 27th DAY OF May 2009.

[Signature]
WARREN D. WILLIAMS, COUNTY SURVEYOR
EXP. DATE SEPTEMBER 30, 2009



2009-02-15592
original

SHEET 2 OF 5 SHEETS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

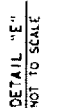
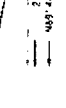
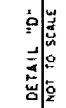
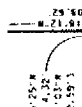
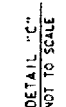
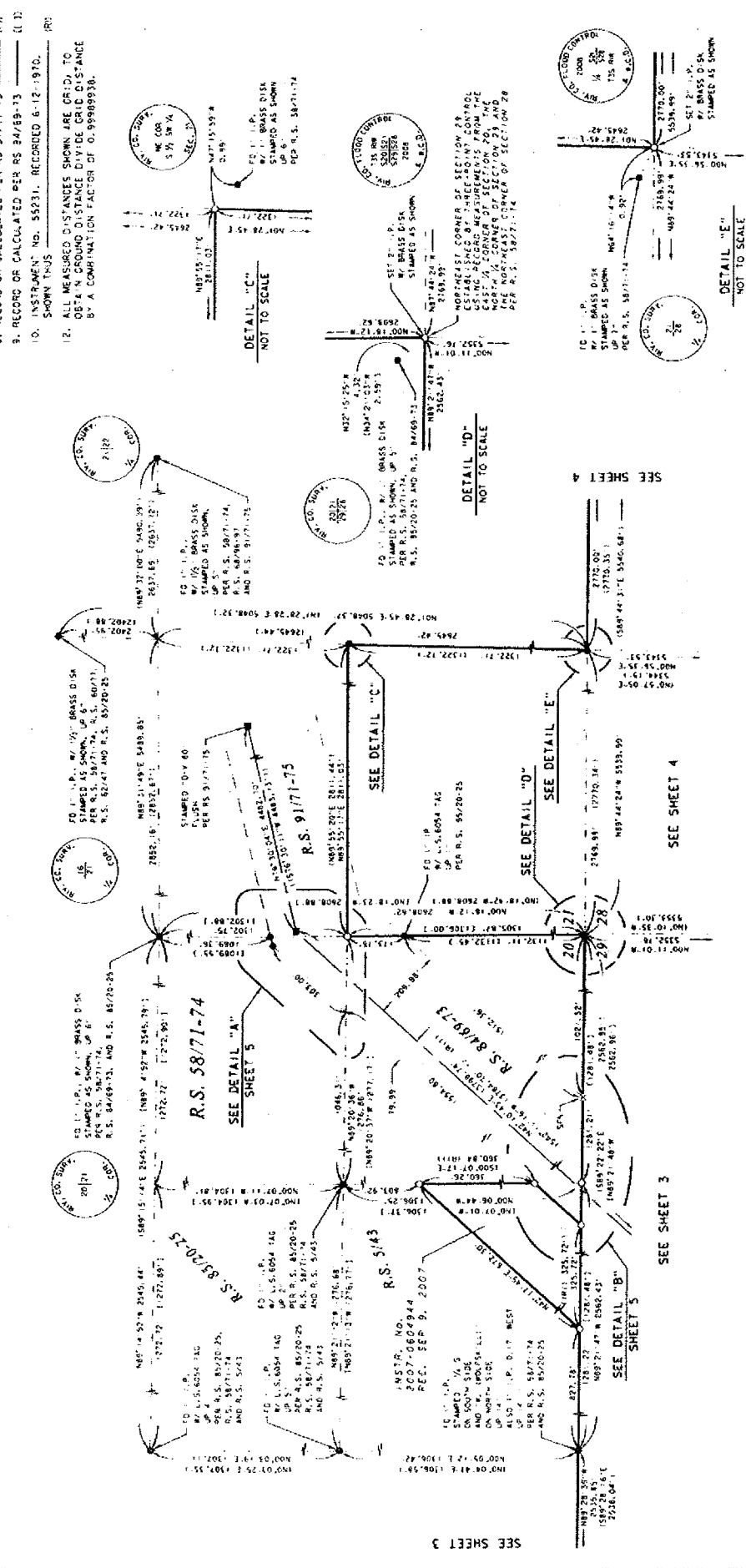
LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28 ALONG WITH A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
NOVEMBER 2008

SURVEYOR'S NOTES:

- FOUND MONUMENT AS NOTED
- SET 1/2" IRON PIPE WITH W.C.D. BRASS TAG FLUSH, UNLESS OTHERWISE NOTED, SHOWN THUS: ○
- 1/2" IRON PIPE WITH W.C.D. BRASS TAG, STAMPED "SOUTHERN CALIFORNIA GAS COMPANY - S.C.G.C." PER R.S. 34/48-73, UNLESS OTHERWISE NOTED, SHOWN THUS: ●
- SEARCH FOUND NOTHING, SET NO. 41110 SHOWN THUS: ✕
- RECORD OR CALCULATED PER RS 58/71-74
- RECORD OR CALCULATED PER RS 85/20-25
- RECORD OR CALCULATED PER RS 5/43
- RECORD OR CALCULATED PER RS 9/171-75
- RECORD OR CALCULATED PER RS 34/48-73 (1)
- INSTRUMENT NO. 55231, RECORDED 6-12-1970, SHOWN THUS: [Symbol]
- ALL MEASURED DISTANCES SHOWN ARE G.R.I.D. TO OUTLINE SECOND STANDE, DIVINE BEING 1.415" INCE BY A CORRECTION FACTOR OF 0.99989930.



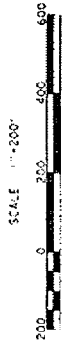
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28, ALONG WITH A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
NOVEMBER 2008



SEE SHEET 2

SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 84769-73 RECORDED JUN 12, 1970

SEE SHEET 4

R.S. 84769-73
SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 84769-73 RECORDED JUN 12, 1970

R.S. 58771-74
SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 58771-74 RECORDED JUN 12, 1970

R.S. 5143
SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 5143 RECORDED JUN 12, 1970

R.S. 5143
SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 5143 RECORDED JUN 12, 1970

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R.S. 5143
SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 5143 RECORDED JUN 12, 1970

SURVEYOR'S NOTES:

- FOUND MONUMENT AS NOTED
- SET 7/8" IRON PIPE WITH RICE & WED BRASS TAG FLUSH, UNLESS OTHERWISE NOTED, SHOWN THUS — O
- FD, 2" IRON PIPE WITH 2" BRASS DISK, STAMPED "SOUTHERN CALIFORNIA EDISON COMPANY C.V. XX, S.S. 4423", PER R.S. 84769-73, UNLESS OTHERWISE NOTED, SHOWN THUS —
- SEARCH FOUND NOTHING, SET NOTHING
- RECORD OR CALCULATED PER RS 58771-74
- RECORD OR CALCULATED PER RS 84769-73
- RECORD OR CALCULATED PER RS 5143
- RECORD OR CALCULATED PER RS 9771-75
- RECORD OR CALCULATED PER RS 84769-73
- INSTRUMENT NO. 55231, RECORDED 6-12-1970, SHOWN THUS
- INSTRUMENT NO. 2007-0604944, RECORDED 9-21-2007, SHOWN THUS
- INSTRUMENT NO. 123261, RECORDED 9-24-1974, SHOWN THUS
- ALL MEASURED DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY A COMBINATION FACTOR OF 0.99989958.

LINE DATA	BEARING	DISTANCE
1	N89°55'45"E	154.04'
2	S88°53'45"E	246.40'
3	S89°56'30"R	246.40'
4	S89°56'30"R	246.40'

SOUTHERN CALIFORNIA EDISON MOUNTED SURVEY CONTROL LINE. PER R.S. 55231 RECORDED JUN 12, 1970

PANORAMA PACIFIC RAILROAD COMPANY, LAND BETWEEN L.S. 2246 240 AND FOUND 250' W. S.S. 3.15 DESCRIBED PER RS 84769-73

TO 1" I.P. W/ U.S. 2280 TAG PER R.S. 84769-73

TO 3" I.P. W/ 3 7/8" BRASS DISK FLUSH STAMPED AS SHOWN PER R.S. 84769-73



LINE BETWEEN FOUND FORESTRY POST NO. 1 AND IRON BAR, PER R.S. 45 DESCRIBED PER J ANSTO, NO. 55231, SEE, JUN. 12, 1970

2009-02-5592
Original

SHEET # OF 5 SHEETS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

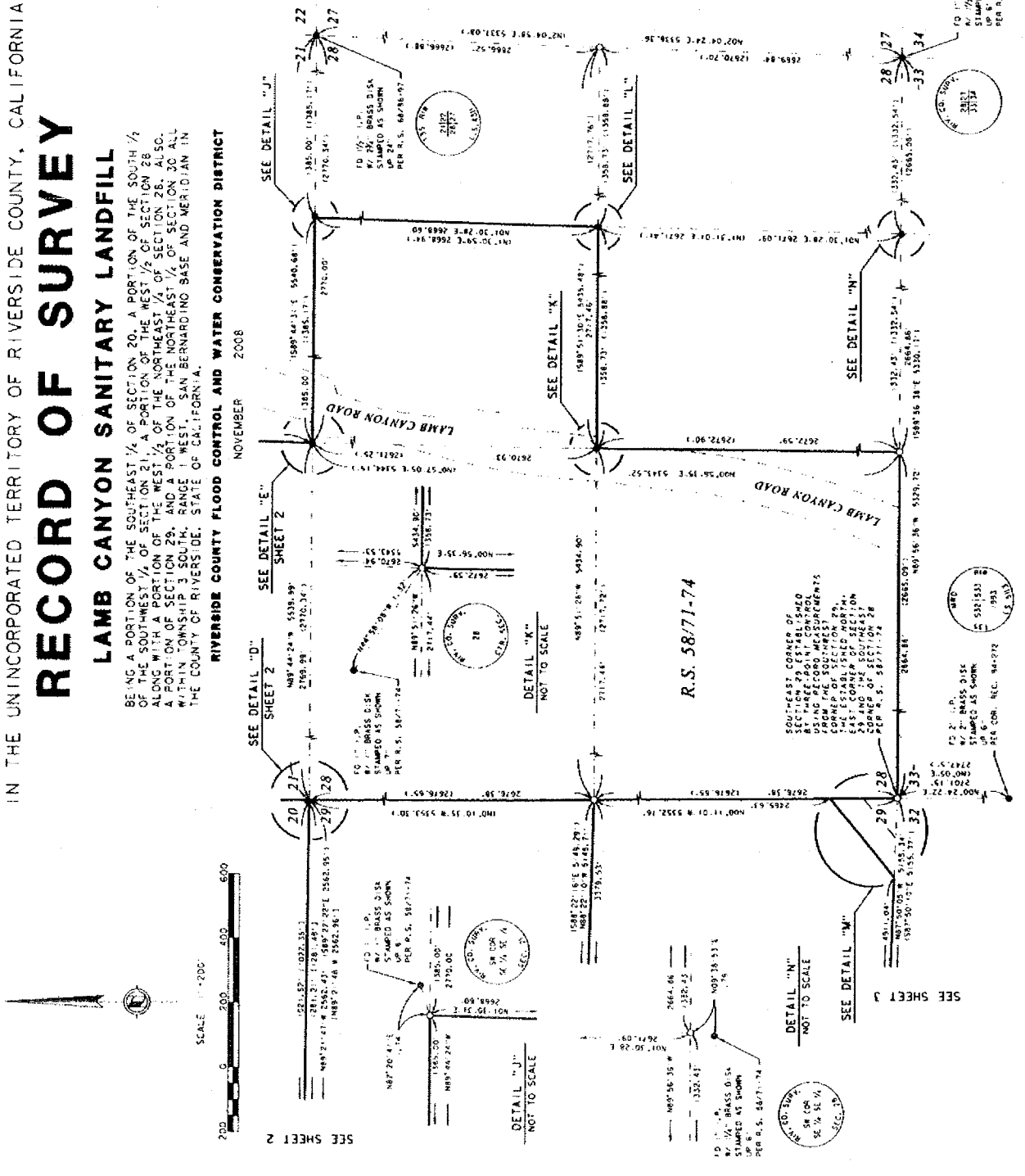
LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, A PORTION OF THE WEST 1/2 OF SECTION 28 ALONG WITH A PORTION OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, ALSO, A PORTION OF SECTION 29, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 30 ALL WITHIN TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
NOVEMBER 2008

SURVEYOR'S NOTES:

- FOUND MONUMENT AS NOTED
 - 5/8" IRON PIPE WITH RCTC & WOOD BRASS TAG FLUSH, UNLESS OTHERWISE NOTED, SHOWN THIS
 - 2" IRON PIPE WITH 2" BRASS DISK, STAMPED SOUTHERN CALIFORNIA EDISON COMPANY D-V R.A. L.S. 4485, PER R.S. 84/69-73, UNLESS OTHERWISE NOTED, SHOWN THIS
 - SEARCH FOUND NOTHING, SET NOTHING SHOWN THIS
 - RECORD OR CALCULATED PER RS 58/71-74
 - RECORD OR CALCULATED PER RS 85/20-25
 - RECORD OR CALCULATED PER RS 5/4/3
 - RECORD OR CALCULATED PER RS 9/17/75
 - RECORD OR CALCULATED PER RS 84/69-73
 - INSTRUMENT NO. 53231, RECORDED 6-12-1970, SHOWN THIS
 - INSTRUMENT NO. 2007-0804944, RECORDED 9-27-2007, SHOWN THIS
 - INSTRUMENT NO. 23261, RECORDED 8-24-1974, SHOWN THIS
- ALL MEASURED DISTANCES SHOWN ARE GRID; TO OBTAIN MEASURED DISTANCES DIVIDE GRID DISTANCE BY A COMBINATION FACTOR OF 0.999889933.



R.C.F.C. DWG. NO. 99-0-9-SHA-4 OF 5
R.V. CO. 08-1-07

2009-0216592
Original

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, CALIFORNIA

RECORD OF SURVEY

LAMB CANYON SANITARY LANDFILL

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, A PORTION OF THE WEST 1/2 OF SECTION 28 AND A PORTION OF SECTION 29, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 30 ALL TOWN OF SAN BERNARDINO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

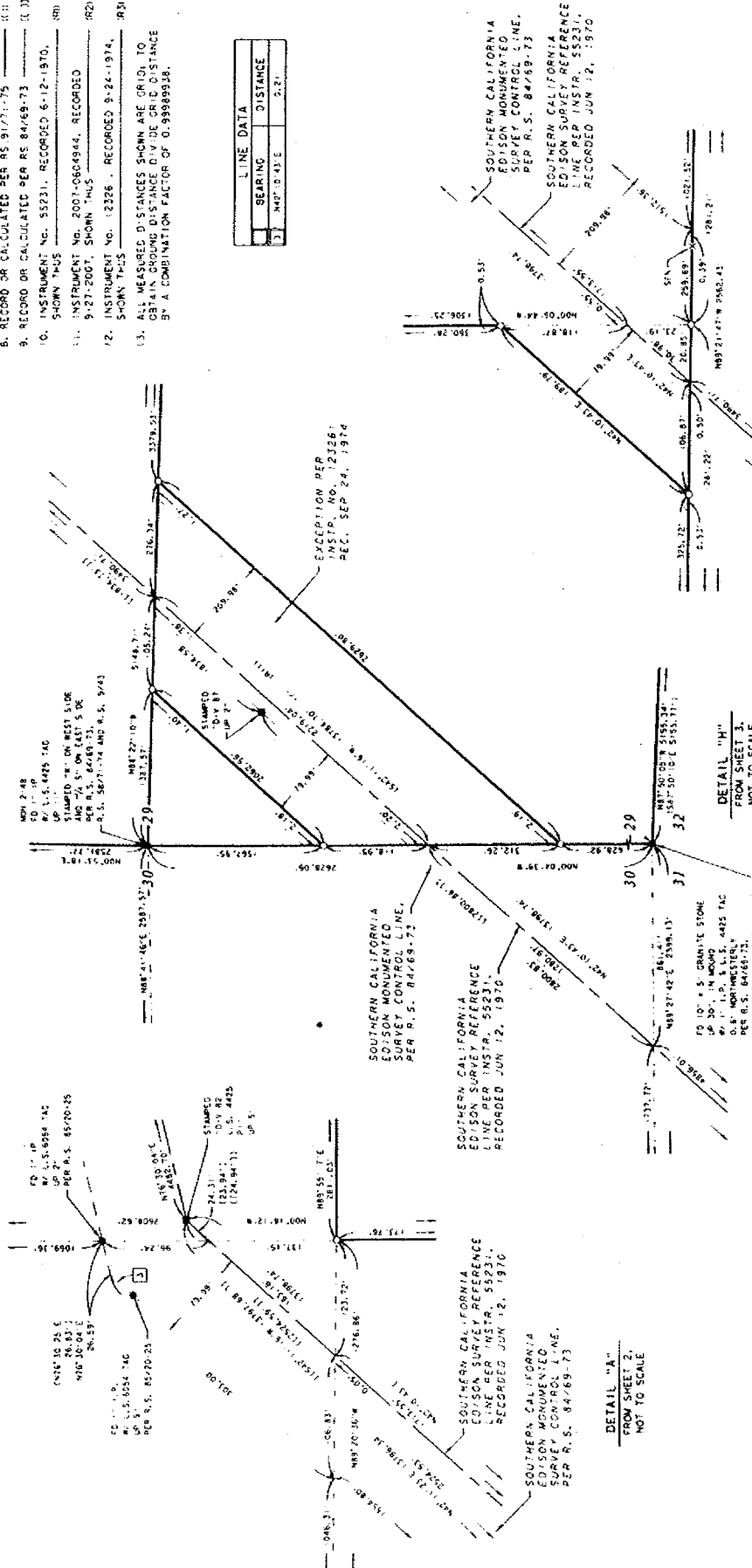
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

NOVEMBER 2008

SURVEYOR'S NOTES:

- 1. FOUND MONUMENT AS NOTED
- 2. SET 3/4" IRON PIPE WITH REFC & MCD BRASS TAG FLUSH, UNLESS OTHERWISE NOTED, SHOWN THUS \circ
- 3. EQ. 2" IRON PIPE WITH 3" BRASS DISK, STAMPED "SOUTHERN CALIFORNIA EDISON COMPANY, D-17-A, L.S. 4425 PER R.S. 84/69-73 UNLESS OTHERWISE NOTED, SHOWN THUS \bullet
- 4. SEARCH FOUND NOTHING, SET NOTHING SHOWN THUS \times
- 5. RECORD OR CALCULATED PER RS 58/71-74
- 6. RECORD OR CALCULATED PER RS 85/70-25
- 7. RECORD OR CALCULATED PER RS 5/43
- 8. RECORD OR CALCULATED PER RS 91/71-75
- 9. RECORD OR CALCULATED PER RS 84/69-73
- 10. INSTRUMENT NO. 55231, RECORDED 8-12-1970, SHOWN THUS
- 11. INSTRUMENT NO. 2007-0604944, RECORDED 9-27-2007, SHOWN THUS
- 12. INSTRUMENT NO. 12326, RECORDED 9-24-1974, SHOWN THUS
- 13. ALL MEASURED DISTANCES SHOWN ARE ORIGIN TO OBTAIN CHORD DISTANCE DIV DE CR DISTANCE BY A COMBINATION FACTOR OF 0.99989938.

LINE DATA	BEARING	DISTANCE
	N49°10'43"E	2.2'



RECORDING REQUESTED BY

Southern California Edison Company SCE

WHEN RECORDED MAIL TO

Southern California Edison Company SCE

REAL PROPERTIES DEPT.
P. O. BOX 788
RIALTO, CALIFORNIA 92376

136930

RECEIVED FOR RECORD
-Admin. Part- 10/10/86 M

JUN 12 1986

Recorded in Official Records
of Riverside County, California
William S. Smith
RECORDER
Fee \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RW202 REV 5/84 4481d

GRANT OF EASEMENT
(Corporation)

DISTRICT	BOOK CROSS	IDENTITY	MAP OR L
Redlands	6031-2346	5-2043	49-108 48-108
628-1776-1 632-1776-1 630-1776-1 634-1776-1	Approved Real Properties Department	BY LRS:ja	DATE 4-2-86

overhead and

COUNTY OF RIVERSIDE (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

A strip of land, 10.00 feet in width, lying within a portion of the South half of the Northwest quarter of Section 28, Township 3 South, Range 1 West, San Bernardino Meridian; the centerline of said 10.00-foot strip of land is described as follows:

COMMENCING at the centerline intersection of Lamb Canyon Road and the access road for Lamb Canyon Sanitary Landfill (Riverside County Disposal Area 31); said point also being located at Centerline Station 188 + 67.75 per Riverside County Survey Department Field Book 2116 (Survey No. 5380, page 2);

Thence along the centerline of Lamb Canyon Road, South 06°51'47" West, a distance of 20.56 feet;

Thence North 88°52'56" West, a distance of 40.20 feet to a point on the westerly right-of-way line of Lamb Canyon Road (having a westerly half width of 40.00 feet); said point also being the TRUE POINT OF BEGINNING;

Thence continuing North 88°52'56" West, a distance of 1527.30 feet;

Thence North 82°21'33" West, a distance of 224.48 feet;

Thence North 57°23'34" West, a distance of 666.18 feet.

It is the intention of the Grantor, by this conveyance, to grant an easement only over the above described property of the Grantor.

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 27th day of May, 1986

FORM APPROVED
GERALD J. OERLINGS, County Counsel

APR 30 1986

By [Signature]
Principal Deputy

COUNTY OF RIVERSIDE

By [Signature]

By _____

GRANTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On MAY 27 1986, 1986, before me, the undersigned, as Clerk of the Board of Supervisors for the County of Riverside, State of California, personally appeared Melba Dunlap, personally known to me to be the person who executed this instrument as the Chairman of the Board of Supervisors of said County, and acknowledged that the County of Riverside executed it.

GERALD A. MALONEY
Clerk of the Board of supervisors

By [Signature]
Deputy

MAY 27 1986

(SEAL)

3.5

136930

CONSIDERATION LESS THAN \$100.00
SOUTHERN CALIF. EDISON CO.
FORM MADE

136930

1 Board of Supervisors

County of Riverside

2 RESOLUTION NO. 86-199

3 AUTHORIZING CONVEYANCE OF AN EASEMENT

4

5 BE IT RESOLVED by the Board of Supervisors of the County

6 of Riverside, State of California, in regular session assembled

7 on May 27, 1986, 1986, that pursuant to Government Code

8 Section 25526.6, the conveyance of the hereinafter described

9 easement to the Southern California Edison Company is in the

10 public interest and will not substantially interfere with the use

11 of the property by the County. Said easement is for ^{overhead and} underground

12 electrical supply and communications systems which systems are

13 needed to provide electrical service to the Lamb Canyon Waste

14 Disposal Site in the County of Riverside State of California, and

15 said easement is located in a portion of the South half of the

16 Northwest quarter of Section 28, T3S, R1W, S8M, as more fully

17 described in the deed on file in the office of the Clerk of the

18 Board of Supervisors identified as Grant of Easement 5-2043

19 conveying said interest in real property to Southern California

20 Edison Company.

21 BE IT FURTHER RESOLVED that the Chairman of this Board

22 is authorized to execute said deed conveying the easement to the

23 Southern California Edison Company.

24 ROLL CALL RESULTED AS FOLLOWS:

25 Ayes: Abraham, Ceniceros, Larson, Younglove and Dunlap

26 Noes: None

27 Absent: None

28 Date: May 27, 1986

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

GERALD A. MALONEY, Clerk of said Board
 By M. Malone, Deputy

PHL:rmh 27
 ID:466 28
 5/1/86
 GERALD J. GEERLINGS
 COUNTY COUNSEL
 SUITE 300
 1535 10TH STREET
 RIVERSIDE CALIFORNIA

RECORD OF SURVEY

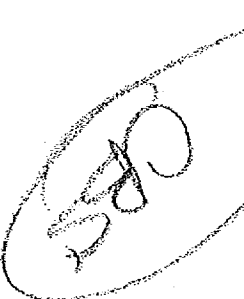
IN THE COUNTY OF RIVERSIDE

OF SEC. 21, 28, 29 & POR. OF SEC. 20, 34, T3S., R.1W., S.R.M.
January, 1972
Scale 1"=1500'
B. D. POWELL, COUNTY SURVEYOR

RECORDERS CERTIFICATE

Page No. 27
Date of Recd. 1972
In Book 52 of Records of Surveys of the County Surveyor.

No. 27785
by *B.D. Powell*
B. D. POWELL, County Surveyor



SURVEYOR'S NOTES

Book of Reference is the California Plane-Coordinate System, Zone 10, Based locally on U.S.C. & G.S. First Order Station, 'Baker' and 'Doyd', set by N.M.D. in 1923, as shown on the attached map. All distances are Ground Distances by C.S. 3988822 & indicated on the map as shown.

→ indicates Pt. Nos. as noted on sheets 2-4.
→ indicates 'L' as set w/ Brass Disc, unless otherwise noted.
① Distances shown inside brackets are Disc Distances per U.S. 2545, unless otherwise noted.

SURVEYOR'S CERTIFICATE

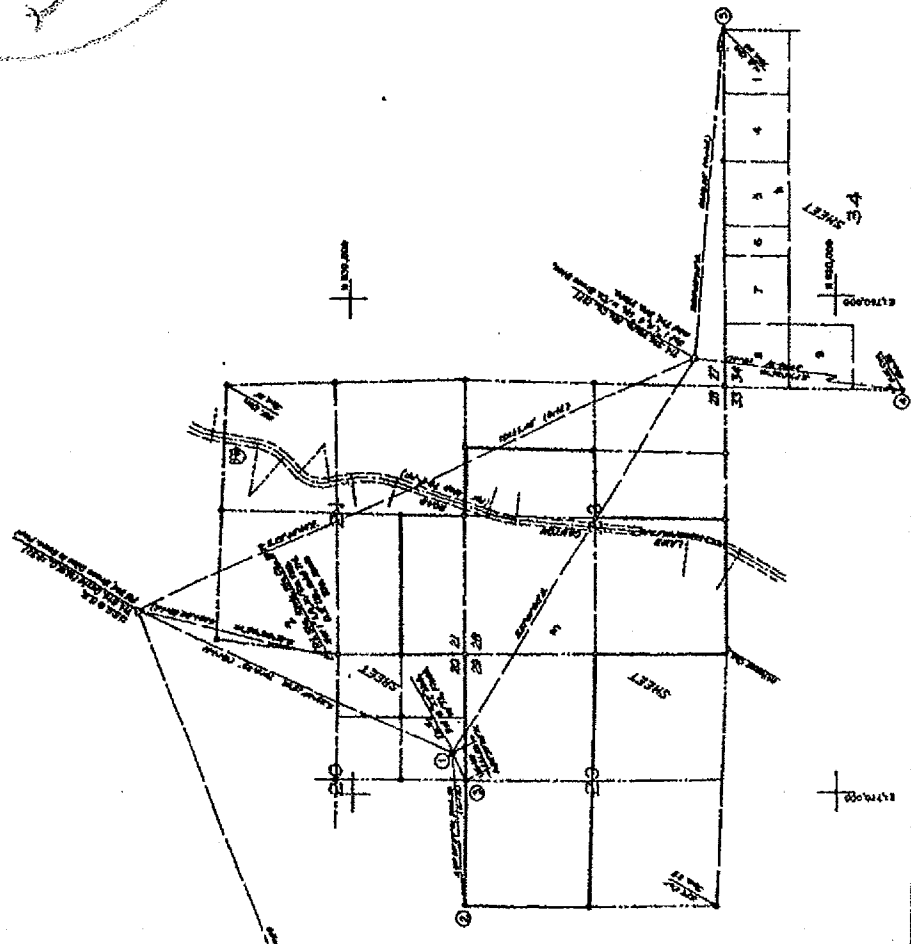
This map correctly represents a survey made by me or under my direction in accordance with the requirements of the said Statute. At the request of *B.D. Powell*, County Surveyor

B.D. Powell
B. D. POWELL
1972

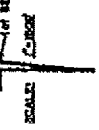
COUNTY SURVEYOR'S CERTIFICATE

This map has been examined for conformance with the requirements of the said Statute and is hereby certified to be a true and correct copy of the original filed in my office on this 25th day of

April, 1972
B. D. Powell
County Surveyor



Point	Northing	Eastings	Remarks
1088	628,390.69	15729,939.34	U.S.C. & G.S. 9th
Dist. 1	628,482.14	15778,667.54	" "
20718	630,447.04	15778,2768.29	INT. COR. STATION 29
20719	628,092.31	15778,7768.29	" "
20720	627,898.08	15778,2768.29	INT. COR. STATION 29
20721	627,603.75	15778,2768.29	INT. COR. STATION 29
20722	627,409.42	15778,2768.29	INT. COR. STATION 29
20723	627,215.09	15778,2768.29	INT. COR. STATION 29



57

Lamb Canyon Conservation Area (LCCA)

Exception No. 19

**An easement for public utilities, and rights, in favor
of Southern California Edison Company**

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
14799 Chestnut Street
Westminster, CA 92683-5240

Attn: Distribution/TRES

DOC # 2010-0209295

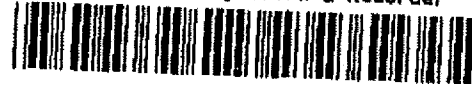
05/06/2010 08:00A Fee:27.00

Page 1 of 5

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



419

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	428	PCOR	NCOR	SMF	NCHG	EXAM
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499496

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Redlands	WORK ORDER 6031-8400 TD# 313074	IDENTITY 8-8400	MAP SIZE
	FIM 624-1773-1 APN 421-220-014	APPROVED: CORPORATE REAL ESTATE	BY SLS/GB	DATE 01/21/2010

COUNTY OF RIVERSIDE, a political subdivision (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires, and other appurtenant fixtures and/or equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and facilities and every part thereof with at least a forty-eight (48) hours advanced notification, prior to commencing any new construction activities, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems and facilities, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantee and their representatives must follow all site safety rules while on site.

All notices, documents, correspondence, and communications concerning this Easement Deed shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered forty-eight hour (48) hours after mailing.

Notwithstanding the above, either party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery, regular mail, or facsimile and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or facsimile, or forty-eight (48) hours after mailing if provided by regular mail.

To GRANTOR:
Riverside County Waste Management
14310 Frederick Street
Moreno Valley, CA 92553
(951) 486-3275

To GRANTEE:
Southern California Edison
Real Properties Department
14799 Chestnut Street
Westminster, CA 92683-5240

EXECUTED this 27TH day of APRIL, 2010.

GRANTOR

COUNTY OF RIVERSIDE, a political subdivision

Signature *RF Field*

(Print Name) Robert Field

Title Assistant County Executive Officer/EDA

State of California)
County of Riverside)

On April 27, 2010 before me, Candace E Etter, Notary Public, personally
(here insert name and title of the officer)

appeared Robert Field
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature *Candace E Etter*




(This area for notary stamp)

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-8-10
SYNTHIA M. GUNZEL DATE

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By: 
Emmanuel P. Hyppolite, Supervisor of ECS & Distribution,
Real Properties Department

Date: 5/4/2010

State of California)

County of Los Angeles)

On May 4, 2010 before me, Victoria R. Walters, notary public, personally
(here insert name and title of the officer)

appeared Emmanuel P. Hyppolite

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature 



(This area for notary stamp)

EXHIBIT "A"

LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE HIGHWAY 79 (ALSO KNOWN AS LAMB CANYON ROAD) AND THE ACCESS ROAD FOR LAMB CANYON SANITARY LANDFILL (RIVERSIDE COUNTY DISPOSAL AREA 31), SAID INTERSECTION ALSO BEING LOCATED AT CENTERLINE STATION 188+67.75 PER RIVERSIDE COUNTY SURVEY DEPARTMENT FIELD BOOK 2116 (SURVEY NO. 5380, PAGE 2); THENCE ALONG THE CENTERLINE OF LAMB CANYON ROAD, SOUTH 06°51'47" WEST, A DISTANCE OF 20.56 FEET; THENCE NORTH 88°52'56" WEST, A DISTANCE OF 1650.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°52'56" WEST, A DISTANCE OF 18.17 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 70.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

THE ABOVE-DESCRIBED STRIP OF LAND CONTAINS APPROXIMATELY 882 SQUARE FEET.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



Dated: Oct. 26, 2009

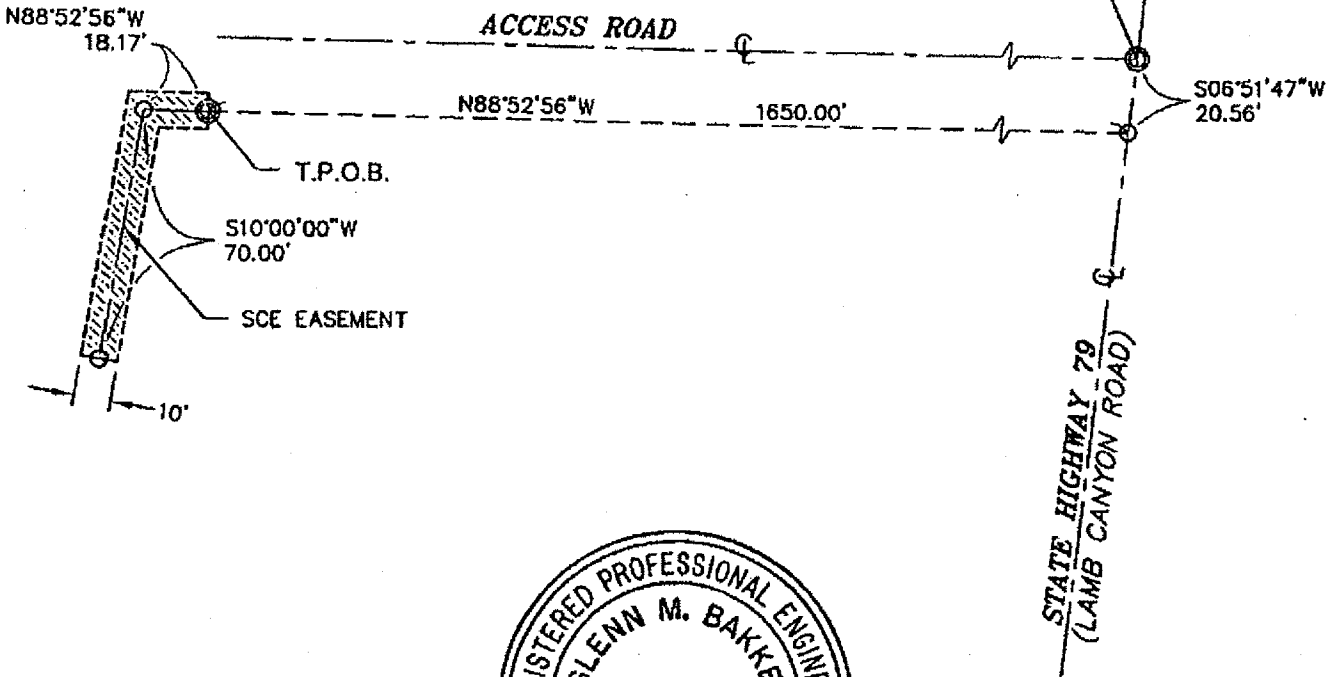
Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06/30/2011

NORTH
SCALE: 1" = 50'

EXHIBIT "B"

S 1/2 OF NW 1/4 OF SEC. 28
T 3 S, R 1 W, S.B.M.
RIVERSIDE COUNTY

C.L. STATION 188+67.75 PER
RIVERSIDE COUNTY SURVEY
DEPARTMENT FIELD BOOK 2116
(P.O.C.)



Dated: Oct. 26, 2009

LEGEND
 DENOTES SCE EASEMENT
 APPROX. AREA = 882 SQ. FT.
 - - - - - = CENTERLINE
 P.O.C. = POINT OF COMMENCEMENT
 T.P.O.B. = TRUE POINT OF BEGINNING

Glenn M. Bakke
 Glenn M. Bakke R.C.E. #18619 Exp. 06/30/2011

Exhibit E

Approval Documents

Phase 2 CDFW

SAA No. 1600-2004-0100-R6

DEPARTMENT OF FISH AND GAME

http://www.dfg.ca.gov
Eastern Sierra-Inland Deserts Region
4775 Bird Farm Road
Chino Hills, California 91709
Phone (909) 597-9823
Fax (909) 597-0067



Notification No. 1600-2004-0100-R6

August 16, 2004

AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the **Department**, and Mr. Hans W. Kernkamp, General Manager-Chief Engineer of the Riverside County Waste Management Department, 14310 Fredrick Street, City of Moreno Valley, 92553, Phone (909) 486-3200, State of California, here after called the **Operator**, is as follows:

WHEREAS, pursuant to Section 1602 of the California Fish and Game Code, the Operator, on the 30th day of June, 2004, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of the following water(s): **6 Unnamed Watercourses (drainages B, C, D, E, F, and H)**, within the boundaries of the Lamb Canyon Sanitary Landfill, located at 16411 Lamb Canyon Road (State Route 79), three miles south of Highway 60, between the Cities of Beaumont and San Jacinto, in an unincorporated area of Riverside County, tributary to San Jacinto River, County of Riverside, Township 3 South, Range 1 West, Sections 21, 28, and 29, San Bernardino Base and Meridian, California USGS quadrangle.

WHEREAS, the Department (represented by Jeff Brandt) has determined that such construction may substantially adversely affect those existing fish and wildlife resources within the unnamed streams, referenced above in paragraph 2 of this page, including songbirds, raptors, other birds, reptiles, mammals, amphibians, plants and all other fish and wildlife resources, including that riparian vegetation which provides habitat for such species, in the area.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the **Operator's work**. The Applicant hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This Agreement becomes **effective the date of Department's signature and terminates on August 13, 2006**, for construction of the proposed project only. This Agreement shall remain in effect for that time necessary to satisfy the terms/conditions of this Agreement. Any provisions of the agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original agreement and are subject to all previously negotiated provisions. The Operator may request an extension of the agreement annually for a 12-month period if additional construction time is necessary. The extension shall be requested prior to the termination date of the agreement.

August 16, 2004

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

Project/Site Description

2. The project site is located within the boundaries of the Lamb Canyon Class III Sanitary Landfill, located at 16411 Lamb Canyon Road (State Route 79), three miles south of Highway 60, between the Cities of Beaumont and San Jacinto, in an unincorporated area of Riverside County. For the Lamb Canyon Landfill Expansion Project, the Operator is proposing a multi-phase project to expand the existing disposal area from 78.3 acres to 144.6 acres, and the total area from 178.1 acres to 353.4 acres. **This agreement addresses Phase II, Stage 2: Expansion of the southwestern edge of the existing landfill.** For Phase II, Stage 2, the Operator proposes to expand the disposal area by 66.3 acres and the total landfill area by 175.3 acres. The Operator proposes to grade and develop additional disposal area and supporting infrastructure. To expand the disposal area, the Operator proposes to impact 1.174 acres of jurisdictional waters within the proposed expansion footprint. The project will permanently impact 1.174 acres of sparsely vegetated (mulefat) ephemeral streambeds. To mitigate the project impacts, the Operator has proposed conveying the 207.1 acre Lamb Canyon Conservation Area (LCCA) to the Western Riverside County Regional Conservation Authority for conservation in perpetuity.

3. The Operator shall not impact more than 1.174 acres of Departmental jurisdictional waters. The project will permanently impact 1.174 acres of sparsely vegetated (mulefat) ephemeral streambeds. If impacts to drainages and riparian habitat exceed that authorized in Condition 2 of the Agreement, the Operator shall mitigate at a minimum 5:1 replacement-to-impact ratio for the impacts beyond those previously authorized by this Agreement. All mitigation shall be approved by the Department.

Mitigation, Monitoring, and Reporting

4. The Operator shall mitigate the permanent impact to 1.174 acres of sparsely vegetated ephemeral streambeds by conveying a conservation easement on the 207.1 acre LCCA to the Western Riverside County Regional Conservation Authority as proposed in the June 2004, *Riverside County Waster Management Department Lamb Canyon Landfill Expansion Project Conceptual Habitat And Hydrology Mitigation Monitoring Plan*. To mitigate the loss of 1.174 acres of sparsely vegetated ephemeral streambeds, the Operator shall restore and enhance the remaining 4.192 acres of unimpacted jurisdictional areas onsite by removing all invasive plant species within the Department jurisdictional areas within the LCCA as proposed in the June 2004, *Riverside County Waster Management Department Lamb Canyon Landfill Expansion Project Conceptual Habitat And Hydrology Mitigation Monitoring Plan*. To protect the LCCA mitigation area, the Operator shall place appropriate fencing and signage around the perimeter of the LCCA mitigation area. The public shall not have access to the mitigation area, and no activities shall be permitted within the area except the placement of monitoring wells as necessary, and the removal of exotic species, trash, and debris.

5. Prior to the initiation of any project activities and no later than 60 days after signature to this agreement, the Operator shall submit to the Department for review and approval a Habitat Mitigation and Monitoring Plan designed to meet the overall mitigation goals identified in Condition 4 of this Agreement. The plan shall provide details on both the restoration and enhancement aspects of the mitigation. The plan shall include a monitoring and maintenance procedures/timeline, success standards and contingency measures, description of plans for invasive removal activities including monitoring and maintenance objectives to prevent the re invasion of undesirable weeds for a minimum of five years. Any plans for exotic plant removal shall include a detailed plan that identifies on a map each location and size of non-native vegetation to be removed. Monitoring and maintenance of the sites shall be done

0100

STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 1600-2004-0075-R6

August 16, 2004

annually for a minimum of five years, and until the Department determines the restoration sites are successful, and reports shall be submitted annually to the Department for review.

6. The Department recommends the use of native plants to the greatest extent feasible in the landscaped areas adjacent and/or near the mitigation/open space areas and within or adjacent to stream channels. The Operator shall not plant, seed or otherwise introduce invasive exotic plant species to the landscaped areas adjacent and/or near the mitigation/open space areas and within or adjacent to stream channels (minimum 100 foot setback from open space areas and 150 foot setback from stream channels and riparian mitigation sites). Invasive exotic plant species not to be used include those species listed on Lists A & B of the California Exotic Pest Plant Council's list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999." This list includes such species as: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, bush lupine, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom. A copy of the complete list can be obtained by contacting the California Exotic Pest Plant Council at 32912 Calle del Tesoro San Juan Capistrano, CA 92675. The Operator shall submit a copy of the draft landscape/planting plan to the Department's representative for review at least 30 days prior to the acquisition and/or use of any plant materials (seeds or container plants) adjacent to the mitigation/open space site and/or within or adjacent to any stream channel.

7. The mitigation site(s) shall meet all the requirements below.

a.) The site shall not contain more than 5 percent exotic plant species for the Department to deem the site successful. Exotic plant removal shall be conducted throughout the 5-year monitoring and maintenance period.

8. An annual report shall be submitted to the Department each year for a minimum of 5 years after exotic/invasive plant removal or until the Department deems the mitigation site(s) successful. This report shall include (a) a description of the restoration activities done the previous year (including revegetation and exotic species removal) and when they were conducted; (b) The report shall also include information regarding exotic vegetation removal including the amount removed, the amount removed and treated, frequency and timing of removal and treatment, disposal specifics, and a summary of the general success and failures or failure of the exotic removal plan. The report shall also include wildlife observed at the site during monitoring surveys including sensitive species and/or listed species. Photos from designated photo stations shall be included. The first annual report is due to the Department no later than **December 31, 2005**.

9. To minimize temporal loss of aquatic resources the Habitat Mitigation and Monitoring Plan shall be implemented within one hundred twenty (120) days of impacts to jurisdictional areas. The Operator shall notify the Department, in writing, no later than one hundred twenty (120) days after impacts to jurisdictional areas and confirm the implementation of the Habitat Mitigation and Monitoring Plan. The first annual report is due to the department no later than **December 31, 2005**.

Conservation Easement

10. A conservation easement shall be placed on the mitigation sites to protect fish and wildlife resources, in perpetuity. The easement shall be in favor of the Western Riverside County Regional Conservation Authority and shall be recorded within one year of signing this agreement, or as extended by the Department. The Operator shall be responsible for all costs in recording and funding the easement.

Project Construction

11. The Operator shall not remove vegetation from the jurisdictional areas within the project site from March 15 to September 15 to avoid impacts to nesting birds. If the Operator intends to commence project construction during the period commencing March 15 through September 15, the Operator shall have a qualified biologist survey all potential nesting vegetation within the project site for nesting birds, prior to project activities (including construction and/or site preparation). Surveys shall be conducted for five consecutive days, at the appropriate time of day during the breeding season, and surveys shall end no more than three days prior to clearing. Documentation of surveys and findings shall be submitted to the Department within thirty (30) days of the last survey. If no nesting birds were observed project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 100 feet (500 feet for raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive.

12. A qualified biologist shall be on-site to monitor all activities that result in the clearing or grading of sensitive habitat as well as grading, excavation, and/or other ground-disturbing activities in jurisdictional areas. The Operator shall flag the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this permit. The monitor is required to halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.

13. This Agreement does not authorize take of state and/or federally listed threatened or endangered species. Be advised, if activities are likely to result in take of listed species, the Operator is required to obtain the appropriate State and Federal permits, pursuant to the California Endangered Species Act and the Federal Endangered Species Act.

Notification to the California Natural Diversity Database

14. If any sensitive species are observed in project surveys, the Operator shall submit Natural Diversity Data Base (NDDDB) forms to the NDDDB for all preconstruction survey data within five working days of the sightings, and provide the Department with copies of the NDDDB forms and survey maps. If sensitive species are observed notification shall also be sent to the Department at 4665 Lampson Avenue, Suite J, Los Alamitos, CA 97702, Attn: Streambed Team. Please reference SAA # **1600-2004-0100-R6**.

15. The Operator shall not allow water containing mud, silt or other pollutants from aggregate washing or other activities to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

16. The Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to ensure compliance.

17. Spoil sites shall not be located within a stream/lake, where spoil shall be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

18. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a stream/lake, by Operator or any party working under contract, or with the permission of the Operator shall be removed immediately.

0100

STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 1600-2004-0075-R6

August 16, 2004

19. No broken concrete, debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

20. No equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.

21. The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of project activities in jurisdictional areas as noted in Condition 2 above, and at least five (5) days prior to completion of project activities in jurisdictional areas as noted in Condition 2 above. Notification shall be sent to the Department at 4665 Lampson Avenue, Suite J, Los Alamitos, CA 97702, Attn: Streambed Team. Please reference SAA # **1600-2004-0100-R6**.

22. The Operator shall **provide a copy of this Agreement to all contractors, subcontractors, and the Applicant's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work** and must be presented to any Department personnel, or personnel from another agency upon demand.

23. The Department reserves the right to enter the project site at any time to ensure compliance with terms/conditions of this Agreement.

Extension of Agreement

24. The term of this agreement shall not exceed five years in accordance with Fish and Game Code Section 1605. The Operator may request one (1) extension of this agreement prior to its termination. An extension may be granted for no more than five (5) years from the date of execution of the agreement and is subject to Departmental approval. The extension request and fees shall be submitted to the Department's Region 6 Office at the above address. If the Operator fails to request the extension prior to the agreement's termination then the Operator shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement are a violation of Fish and Game Code Section 1600 et. seq.

Suspension of Permit

25. The Department reserves the right to suspend or cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator has breached any of the terms or conditions of this Agreement, or for other reasons, including but not limited to the following:

- a. The Department determines that the information provided by the Applicant in support of the Notification/Agreement is incomplete or inaccurate;
- b. The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
- c. The project or project activities as described in the Notification/Agreement have changed;
- d. The conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.

STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 1600-2004-0100-R6
August 16, 2004

Concurrence (1600-2004-0100-R6)

In WITNESS WHEREOF, the parties below have executed this Lake or Streambed Alteration Agreement Number 1600-2004-0100-R6 as indicated below:

DECEMBER 15, 2005
Date
Hans Kernkamp
General Manager-Chief Engineer
Riverside County Waste Management Department

12-19-05
Date
Prepared by
Jeff Brandt
Environmental Scientist
Department of Fish and Game

12/23/05
Date
Curt Taucher, Regional Manager
Department of Fish and Game
Eastern Sierra-Inland Deserts Region

Phase 2 CDFW

SAA No. 1600-2010-0177-R6

CALIFORNIA DEPARTMENT OF FISH AND GAME
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CA 91764



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2010-0177-R6 (REVISION 1)

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
COMPLETION OF PHASE 2 DEVELOPMENT AT THE LAMB CANYON LANDFILL

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and the Riverside County Waste Management Department (Permittee), represented by Mr. Hans Kernkamp.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee notified DFG on December 29, 2010, that the Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, the Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, the Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located within an unnamed stream (referred to as Drainage F) within Laborde Canyon, tributary to the San Jacinto River, located at 16411 Lamb Canyon Road, three miles south of Highway 60 between the cities of Beaumont and San Jacinto, County of Riverside, State of California; Latitude: 33.8833 N, Longitude: 116.9911 W.

PROJECT DESCRIPTION

The project is limited to the completion of previous work permitted under Streambed Alteration Agreement No. 1600-2004-0100-R6 (2004 Agreement) for the Phase II, Stage 2 expansion of Lamb Canyon Landfill's southwestern edge. Previous authorized impacts included partial or complete fill of six unnamed streams (referred to as Drainages B, C, D, E, F, and H) within the boundaries of the landfill, impacting 1.174

acres of vegetated ephemeral streambed. Of the previously authorized impacts, 1.120 acres have been completed including 0.825 acres within Drainages C and D in 2005 and 0.296 acres within Drainages B, E, F, and H after the expiration of the 2004 Agreement in August 2006. The remaining proposed impacts under this Agreement include 0.054 acres from the 2004 Agreement as well as the fill of 0.16 acres of newly reestablished jurisdictional waters within Drainage F, for a total of 0.214 acres of permanent impacts.

PROJECT IMPACTS

Existing native fish and wildlife resources the project could potentially substantially adversely affect include: AMPHIBIANS – western spadefoot (*Spea hammondi*); BIRDS – American crow (*Corvus brachyrhynchos*), American kestrel (*Falco sparverius*), Bell's sage sparrow (*Amphispiza belli belli*), burrowing owl (*Athene cunicularia*), cactus wren (*Campylorhynchus brunneicapillus*), coastal rufous-crowned sparrow (*Aimophila ruficeps*), common raven (*Corvus corax*), Cooper's hawk (*Accipiter cooperii*), ferruginous hawk (*Buteo regalis*), loggerhead shrike (*Lanius ludovicianus*), mourning dove (*Zenaida macroura*), red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), tricolored blackbird (*Agelaius tricolor*), western wood peewee (*Contopus sordidulus*); MAMMALS – Dulzura pocket mouse (*Chaetodipus californicus femoralis*), Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*), San Bernardino kangaroo rat (*Dipodomys merriami parvus*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), San Diego desert woodrat (*Neotoma lepida intermedia*), southern grasshopper mouse (*Onychomys torridus ramona*), Stephen's kangaroo rat (*Dipodomys stephensi*); REPTILES – Belding's orange-throated whiptail (*Aspidoscelis hyperythrus beldingi*), coastal western whiptail (*Aspidoscelis tigris stejnegeri*), Northern red-diamond rattlesnake (*Crotalus ruber ruber*), San Diego horned lizard (*Phrynosoma coronatum blainvillei*), side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*); PLANTS – chaparral sand-verbena (*Abronia villosa aurita*), Coulter's goldfields (*Lasthenia glaberrata coulteri*), Jaeger's milk-vetch (*Astragalus pachypus jaegeri*), Mud Nama (*Nama stenocarpum*), Parish's brittlescale (*Atriplex parishii*), Parry's spineflower (*Chorizanthe parryi parryi*), Plummer's mariposa lily (*Calochortus plummerae*), San Jacinto Valley crowscale (*Atriplex coronata notatior*), slender-horned spineflower (*Dodecahema leptoceras*), smooth tarplant (*Centromadia pungens laevis*), south coast saltscale (*Atriplex pacifica*), thread-leaved brodiaea (*Brodiaea filifolia*), Yucaipa onion (*Allium marvinii*); and all other fish and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish and wildlife resources identified above include the disturbance to and/or alteration of nesting and foraging habitat and wildlife corridors. The construction of the project will impact a total of 1,450 linear feet (approximately 0.214 acres) of vegetated ephemeral streambed. If any additional unanticipated impacts occur to riparian habitat and/or streambed during project

activities, the Permittee shall submit an application for an amendment to this Agreement prior to impacting any additional jurisdictional areas.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times to present to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. The Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. The Permittee shall notify DFG if the Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact the Permittee to resolve any conflict.
- 1.4 Project Site Entry. The Permittee agrees that DFG personnel may enter the project site with Permittee escort only during landfill hours of operation to verify compliance with the Agreement.
- 1.5 Compliance with the MSHCP and Take of Listed Species. The issuance of this Agreement does not authorize the take of any state and/or federally listed threatened, endangered, or fully protected species. Additionally, it does not infer that the project is consistent with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) or that the project is a Biologically Equivalent or Superior Preservation Alternative. If modifications to the project are necessary to meet MSHCP requirements because the project is found during the MSHCP review process to be inconsistent with the MSHCP and/or the Western Riverside County Regional Conservation Authority (RCA) and/or Wildlife Agencies (DFG and/or U.S. Fish and Wildlife Service) do not agree the project is a Biologically Equivalent or Superior Preservation Alternative, then a request for an amendment to this Agreement will be required.

- 1.6 Take of Nesting Birds. Sections 3503, 3503.5, and 3513 of the FGC prohibit take of all birds and their active nests, including raptors and other migratory non-game birds (as listed under the Migratory Bird Treaty Act).

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to the fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

- 2.1 Biological Monitor. A qualified biologist shall be onsite to monitor all activities that result in the clearing or grading of sensitive habitat as well as grading, excavation, and/or other ground-disturbing activities in jurisdictional areas. The Permittee shall flag the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this Agreement. The biological monitor is required to halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.
- 2.2 Lighting Impacts. No lighting shall be allowed to impact jurisdictional areas, and the lighting and fencing for infrastructure adjacent to jurisdictional areas shall be designed or reviewed by a qualified biologist to allow wildlife to move within the open space and conserved areas without hindrance.
- 2.3 Nesting Bird Surveys. The Permittee shall not remove vegetation from jurisdictional areas within the project site from March 15 to September 15 to avoid impacts to nesting birds. If project construction cannot be avoided during the period of March 15 through September 15, the Permittee shall have a qualified biologist survey all potential nesting vegetation within jurisdictional areas of the project site for nesting birds, prior to commencing project activities (including construction and/or site preparation). Surveys shall be conducted once a day for five days at the appropriate time of day during the breeding season and surveys shall end no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings shall be submitted to DFG for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received from DFG, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 200 feet (500 feet for Least Bell's vireo, Southwestern willow flycatcher, and/or raptors) in all directions, and this area shall not be disturbed until after September 15 and until the nest becomes inactive. If threatened or endangered species are observed in the area, no work shall occur during the breeding season (March 15 through September 15) to avoid direct or indirect (noise) take of listed species.
- 2.4 Burrowing Owl. Prior to the initiation of any project activities in jurisdictional areas, Permittee shall conduct a burrowing owl habitat assessment. The assessment shall be conducted by a biologist knowledgeable of burrowing owl habitat, ecology,

and field identification of the species and burrowing owl sign. The assessment shall consist of walking the project site to identify the presence of burrowing owl habitat. Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low growing vegetation. Burrowing owl habitat includes, but is not limited to: native and nonnative grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement. A report summarizing the results of the habitat assessment shall be submitted to DFG within 30 days following the completion of the assessment. Please note that burrowing owl habitat assessments dated more than one year prior to the construction start date will not be accepted by DFG. If no suitable habitat is found on-site (i.e., if the site is completely covered in chaparral habitat, cement, or asphalt), no additional surveys are necessary. If suitable habitat is found onsite, burrowing owl surveys must be conducted during the breeding season of March 1 through August 31 in accordance with the attached *Burrowing Owl Survey Instructions* to determine the use of the site by burrowing owls. If burrowing owls are found onsite, the Permittee shall comply with the MSHCP and submit the survey results and MSHCP compliance documents to DFG Inland Deserts Region, 3602 Inland Empire Blvd, Suite C-220, Ontario, CA 91764, **Attn: Ms. Kimberly Freeburn-Marquez**, at least five days prior to commencing project activities pursuant to this Agreement. **Please reference SAA# 1600-2010-0177-R6.**

Additionally, if burrowing owl surveys or passive relocation of owls is not conducted over other portions of your project site including areas outside of State jurisdictional areas, the project proponent risks being in violation of the FCG and other laws that protect the owl. The burrowing owl is protected under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. Section 10.13) and Sections 3503, 3503.5 and 3513 of the FGC, which prohibit take of all birds and their active nests including raptors. Therefore, it is the responsibility of the project proponent to ensure compliance with these laws for the entire project site. DFG recommends focused surveys be conducted over all potential suitable habitat within the entire project site (even areas outside State jurisdiction pursuant to Section 1600) and to relocate following the 1993 Burrowing Owl Consortium Protocol Guidelines to ensure there are not violations of other laws.

- 2.5 Nonnative plant species. DFG recommends the use of native plants to the greatest extent feasible in the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels. The Permittee shall not plant, seed, or otherwise introduce invasive nonnative plant

species to the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels (minimum 100 foot setback from open space areas and 150 foot setback from stream channels and wetland/riparian mitigation sites). Invasive nonnative plant species not to be used include those species listed on the "California Invasive Plant Inventory, February 2006" and the "February 2007 Inventory Update", (which are updates to Lists A & B of the California Exotic Pest Plant Council's list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999"). This list includes: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, bush lupine, sweet alyssum, English ivy, French broom, Scotch broom, Spanish broom, and pepperweed. A copy of the complete list can be obtained by contacting the California Invasive Plant Council by phone at (510) 843-3902, at their website at www.cal-ipc.org, or by email at info@cal-ipc.org.

- 2.6 Pollution and Litter. The Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of the Permittee to ensure compliance.
- 2.6.1 The Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.6.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.6.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by the Permittee or any party working under contract or with the permission of the Permittee, shall be removed immediately.
- 2.6.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.

2.6.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

3. Mitigation Measures

To mitigate for adverse impacts to the fish and wildlife resources identified above that cannot be avoided or minimized, the Permittee shall implement each measure listed below.

- 3.1 Habitat Enhancement/Restoration – Onsite. The Permittee shall enhance and restore 1.07 acres of riparian habitat within the Lamb Canyon Conservation Area (LCCA). Enhancement/restoration activities shall include the removal of nonnative plant species and the installation of native riparian and riparian-upland transitional plant species where appropriate.
- 3.2 Plant Palette. All plant species installed within the riparian enhancement/restoration site shall include only **local California native** container plants, cuttings, and/or seed mix, and shall be typical of the existing riparian and riparian-upland transitional native plant species present within the LCCA. DFG recommends that plant material be installed between October 1 and April 30 to maximize the benefits of the winter rainy season.
- 3.3 Success Criteria for Mitigation Site. The riparian enhancement/restoration site shall meet all of the requirements below:
 - 3.3.1 All planting shall have a minimum of 80% survival the first year and 100% survival thereafter and shall attain 80% cover after 3 years and 90% cover after 5 years. If the survival and cover requirements have not been met, the Permittee is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting. Natural recruitment of native plants may be used to supplement replacement plants.
 - 3.3.2 The enhancement/restoration site shall not contain more than 5 percent nonnative plant species for DFG to deem the site successful. All plant species with rates of dispersal and establishment listed as "High" or "Moderate" on the California Invasive Plant Inventory shall have documented absence, or have been removed from the site for at least three years for DFG to deem the site successful. Nonnative plant removal shall be conducted throughout the 5-year monitoring and maintenance period.

- 3.3.3 Irrigation of the enhancement/restoration site may only be used to help the plants become established during the first two years following planting. Watering/irrigation of the sites shall be discontinued at least two years prior to completion of the monitoring period for the site to be deemed successful by DFG.
- 3.4 Conservation of Mitigation Site and LCCA. Consistent with the 2004 Agreement, the Permittee shall convey a conservation easement over the 207.1-acre LCCA to the Western Riverside County Regional Conservation Authority (RCA) as proposed in the June 2004 *Riverside County Waste Management Department Lamb Canyon Landfill Expansion Project Conceptual Habitat and Hydrology Mitigation Monitoring Plan*, to protect fish and wildlife resources, in perpetuity. The conservation easement shall be recorded within six (6) months of signature to this Agreement, or as extended by DFG. The Permittee shall be responsible for all costs in recording and funding the conservation easement. The Permittee shall provide sufficient funds to the RCA to manage the LCCA in perpetuity. An executed copy of the conservation easement shall be provided to DFG within six (6) months of signature to this Agreement.
- 3.5 Protection of LCCA. To protect the LCCA, the Permittee shall place appropriate fencing and signage around the perimeter of the LCCA. Except for uses appropriate to a habitat conservation area as approved by DFG, the public shall not have access to the LCCA, and no activities shall be permitted within the LCCA, except maintenance of habitat, including the removal of nonnative plants, trash, and debris, and the installation of native plant materials.
- 3.6 Mitigation under 2004 Agreement. The Permittee shall complete all mitigation measures required under the 2004 Agreement, consisting of the enhancement of 4.192 acres of riparian habitat within the LCCA, and the recording of the conservation easement over the LCCA and protection of the LCCA as described in Conditions 3.4 and 3.5 above.

4. Reporting Measures

The Permittee shall meet each reporting requirement described below.

- 4.1 Mitigation Plan. **No later than 60 days after signature to this Agreement and prior to the initiation of any project activities in jurisdictional areas,** the Permittee shall submit to DFG for review and approval a Mitigation Plan designed to meet the mitigation goals identified in Conditions 3.1 through 3.6 of this Agreement. At a minimum, the Mitigation Plan shall include the following information: (1) a plan for the implementation, maintenance, and monitoring of the 1.07-acre enhancement/restoration site, to include: (a) a description of the existing physical conditions of the site, including water resources and habitat types, and a map that identifies the location of the site; (b) a plan for the preparation of the site,

including the removal of nonnative plant species; (c) a California native plant palette; (d) a planting plan, including monitoring and maintenance measures and a timeline; (e) an irrigation plan; (f) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the site and a nonnative plant removal plan; and (g) success standards and contingency measures; (2) a timeline for both the recording of the conservation easement over the 207.1-acre LCCA, and the installation of fencing and signage around the perimeter of the LCCA; and (3) a summary of the current status of the mitigation measures required under the 2004 Agreement, and a timeline to complete those measures. Monitoring and maintenance of the 1.07-acre enhancement/restoration site shall be conducted annually for a minimum of five years, or until DFG determines the site is successful.

- 4.2 Annual Reporting. An annual report shall be submitted to DFG for a minimum of five years following plant installation within the 1.07-acre enhancement/restoration site or until DFG deems the site is successful. At a minimum, this report shall include the following information: (1) a description of the enhancement/restoration activities conducted during the previous year, including: (a) site preparation, (b) plant installation and an overview of the planting effort, (c) the number by species of plants replaced or naturally recruited, and (d) when the activities were conducted; (2) current site conditions, including: (a) the percent survival, percent cover, and height of both tree and shrub species planted, and (b) the methods used to assess these parameters; and (3) information regarding nonnative plant removal, including: (a) the methods used for removal, (b) the amount removed and/or treated, (c) the frequency and timing of removal and treatment, (d) disposal specifics, and (e) a summary of the general successes and failures or failure of the nonnative removal plan. The report shall also include wildlife species observed at the restoration sites during monitoring surveys including sensitive species and/or listed species. Photos from designated photo stations shall be included. The first annual report is due to DFG **no later than April 30, 2012**.
- 4.3 2004 Mitigation Status Report. The Permittee shall submit a report to DFG bi-annually regarding the status of the mitigation measures required under the 2004 Agreement. Please reference both Agreement Nos. 1600-2004-0100-R6 and 1600-2010-0177-R6, on the status reports. The first and second status reports are due **no later than June 1, 2011 and January 1, 2012**, respectively.
- 4.4 Notification to CNDDDB. If any sensitive species are observed on or in proximity to the project site, or during project surveys, the Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings, and provide the regional DFG office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at: www.dfg.ca.gov/whdab/pdfs/natspec.pdf. **This information shall be mailed within five days to:** DFG Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this information

shall also be mailed within five days to DFG Inland Deserts Region, 4665 Lampson Avenue, Suite J, Los Alamitos, CA 90720, **Attn: Streambed Team. Please reference SAA # 1600-2010-0177-R6.**

- 4.5 Notification of Start and End of Construction. The Permittee shall notify DFG, in writing, at least five (5) days prior to initiation of project activities in jurisdictional areas, and at least five (5) days prior to completion of project activities in jurisdictional areas. Notification shall be mailed to DFG Inland Deserts Region, 4665 Lampson Avenue, Suite J, Los Alamitos, CA 90720, **Attn: Streambed Team. Please reference SAA # 1600-2010-0177-R6.**

CONTACT INFORMATION

Any communication that the Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as the Permittee or DFG specifies by written notice to the other.

To Permittee:

Mr. Hans Kernkamp
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553
(951) 486-3205 (fax)

To DFG:

Ms. Kimberly Freeburn-Marquez
Department of Fish and Game
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
Notification #1600-2010-0177-R6
(909) 481-2945 (fax)
kfreeburn@dfg.ca.gov

LIABILITY

The Permittee shall be solely liable for any violations of the Agreement, whether committed by the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG's endorsement of, or require the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety the Agreement if it determines that the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide the Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide the Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to the Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG from pursuing an enforcement action against the Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and the Permittee. To request an amendment, the Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by the Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, the Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), the Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, the Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If the Permittee fails to submit a request to extend the Agreement prior to its expiration, the Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after the Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at:
http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on **February 11, 2013**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of the Permittee, the signatory hereby acknowledges that he or she is doing so on the Permittee's behalf and represents and warrants that he or she has the authority to legally bind the Permittee to the provisions herein.

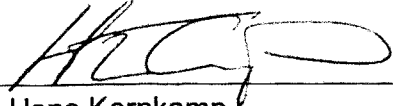
AUTHORIZATION

This Agreement authorizes only the project described herein. If the Permittee begins or completes a project different from the project the Agreement authorizes, the Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

**RIVERSIDE COUNTY WASTE MANAGEMENT
DEPARTMENT**

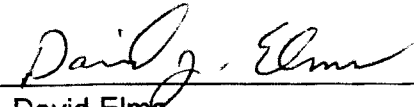


Hans Kernkamp

General Manager/Chief Engineer

3/1/11
Date

FOR DEPARTMENT OF FISH AND GAME



David Elms

Environmental Program Manager

3-7-2011
Date

Prepared by: Kimberly Freeburn-Marquez
Environmental Scientist

**Phase 2 USACE - 404 Permit
SPL-2004-0100-R6**



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT CORPS OF ENGINEERS
P.O. BOX 532711
LOS ANGELES, CALIFORNIA 90053-2325

COUNTY OF RIVERSIDE
WASTE MANAGEMENT

12 DEC -3 PM 3: 16

November 29, 2012

Regulatory Division

Hans Kernkamp, General Manager
C/O Ryan Ross
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Dear Mr. Kernkamp:

Enclosed you will find a signed copy of the Corps permit for Phase 2 of the Lamb Canyon Landfill Expansion Project (Corps File No. SPL-2004-01928), located near the city of Beaumont, Riverside County, California. Please retain this copy for your files.

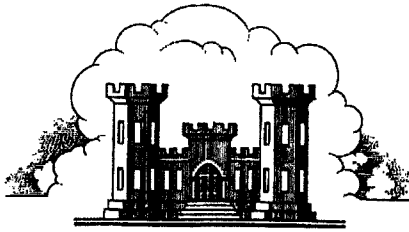
Thank you for participating in our Regulatory Program. If you have any questions, please contact Stephen Estes at 213-452-3660 or via email at Stephen.M.Estes@usace.army.mil.

Please be advised that you can now comment on your experience with Regulatory Division by accessing the Corps web-based customer survey form at:
<http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,

Corice J. Farrar
Chief, Orange and Riverside Counties Section
South Coast Branch

Enclosure



COUNTY OF RIVERSIDE
WASTE MANAGEMENT

12 NOV 19 PM 3: 32

*LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS*

DEPARTMENT OF THE ARMY PERMIT

Permittee: Hans Kernkamp, Riverside County Waste Management Department
Permit Number: SPL-2004-01928
Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the Permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Location: The project is located at 16411 Lamb Canyon Road between the cities of Beaumont and San Jacinto, in unincorporated Riverside County at approximately 33.88156; -116.99946 (Exhibits 1-3).

Project Description: This is an after-the-fact Department of the Army permit authorizing the discharge of dredged or fill material into approximately 0.770 acre of waters of the United States pursuant to section 404 of the Clean Water Act of 1972, in association with Phase 2 of the Lamb Canyon Landfill Expansion Project.

Specifically, you are authorized to conduct the following regulated activities:

1. Construct a sedimentation basin in portions of Drainages D, E, and F (Exhibits 4 and 5);
2. Construct slope stability buttresses in waters of the United States (Exhibits 4 and 5);
3. Install landfill liner and discharge approximately 3.45 million cubic yards of stockpiled soil into waters of the United States (Exhibits 4 and 5); and
4. Permanently impact a total of approximately 0.770 acre of non-wetland waters of the United States by conducting the above activities (Exhibits 4 and 5).

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized activity ends on **November 7, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as Special Conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. The Permittee shall mitigate for permanent impacts to approximately 0.770 acre of non-wetland waters of the United States through the enhancement of approximately 2.4 acres and the preservation of approximately 1.63 acres of non-wetland waters of the United States, as described in the final, approved mitigation plan: "Habitat Mitigation and Monitoring Plan for Riverside County Waste Management Department Lamb Canyon Landfill" (dated April 21, 2011 and prepared by the Riverside County Planning Department) (Exhibit 6). The Permittee shall complete site preparation and initiate monitoring as described in the final, approved mitigation plan prior to or concurrently with impacts to waters of the United States.

According to the final, approved mitigation plan, responsible parties would be as follows: a) Implementation: Riverside County Waste Management Department; b) Performance: Riverside County Waste Management Department; c) Long-term management: Riverside County Waste Management Department. The Permittee retains ultimate legal responsibility for meeting the requirements of the final, approved mitigation plan. Detailed mitigation objectives, performance standards, and monitoring requirements are described in the above final, approved mitigation plan. Any requirements for financial assurances and/or long-term management provisions are also described in the above final, approved mitigation plan, as well as in Special Condition 2 below. Your responsibility to complete the required compensatory mitigation as set forth by this Special Condition will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the Corps Regulatory Division. GIS DATA: Within 60 days following permit issuance, you shall provide to this office GIS data (polygons only) depicting the boundaries of all compensatory mitigation sites, as authorized in the above, final mitigation plan. All GIS data and associated metadata shall be provided on a digital medium (CD or DVD) or via file transfer protocol (FTP), preferably using the Environmental Systems Research Institute (ESRI) shapefile format. GIS data for mitigation sites shall conform to the data dictionary, as specified in the current Map and Drawing Standards for the Los Angeles District Regulatory Division, and shall include a text file of metadata, including datum, projection, and mapper contact information. Within 60 days following completion of compensatory mitigation construction activities, if any deviations have occurred, you shall submit as-built GIS data (polygons only) accompanied by a narrative description listing and explaining each deviation.

2. The Permittee shall provide the Corps Regulatory Division with documentation in the form of a recorded Conservation Easement (CE), in a form approved by the Corps Regulatory Division, which shall run with the land, obligating the Permittee, its successors and assigns to protect and maintain the 207.1-acre Lamb Canyon Conservation Area (Exhibit 6) as natural open space in perpetuity. The CE must include a 3rd party easement holder qualified to hold easements pursuant to California Civil Code section 815.3 and Government Code section 65965. The Permittee must provide monies in the form of an endowment (endowment amount to be determined by Property Analysis Record or similar methodology) for the purposes of fulfilling the 3rd party easement holder's responsibilities under the CE. The CE shall preclude establishment of fuel modification zones, paved public trails, drainage facilities, walls, maintenance access roads and/or future easements, except as provided in the project description (described herein). Further, to the extent practicable, any such facilities outside the CE shall be sited to minimize indirect impacts on the avoided, created, restored and enhanced wetland and non-wetland waters of the United States. The Permittee shall receive written approval (by letter or e-mail) from the Corps Regulatory Division of the CE prior to it being executed and recorded. GIS DATA: Within 60 days following recordation, you shall provide to this office GIS data (polygons only) depicting the boundaries of the CE, as authorized by the Corps. All GIS data and associated metadata shall be provided on a digital medium (CD or DVD) or via file transfer protocol (FTP), preferably using the Environmental Systems Research Institute (ESRI) shapefile format. GIS data for CE sites shall conform to the data dictionary, as specified in the current Map and Drawing Standards

for the Los Angeles District Regulatory Division, and shall include a text file of metadata, including datum, projection, and mapper contact information.

3. Within 45 calendar days of completion of authorized work in waters of the United States, the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
 - A. Date(s) work within waters of the United States was initiated and completed;
 - B. Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
 - C. Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the United States such that the extent of authorized fills can be verified;
 - D. One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
 - E. Signed Certification of Compliance (attached as part of this permit package).
4. Pursuant to 36 C.F.R. §800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. §800.13.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research, and Sanctuaries Act (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.

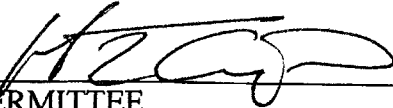
- c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Re-evaluation of Permit Decision. This office may re-evaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a re-evaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a re-evaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 C.F.R. §325.7 or enforcement procedures such as those contained in 33 C.F.R. §§326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those

specified in 33 C.F.R. §209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a re-evaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

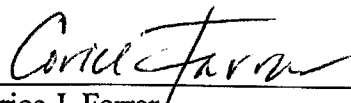
Your signature below, as Permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



PERMITTEE
Hans Kernkamp
General Manager-Chief Engineer

11/24/12
DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



Corice J. Farrar
Chief, Orange and Riverside Counties Section
South Coast Branch
Regulatory Division

11/29/2012
DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEEE

DATE