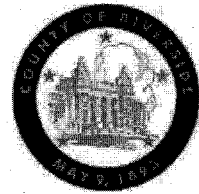


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
12.1
(ID # 8079)

MEETING DATE:

Tuesday, November 6, 2018

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Amended and Restated Conservation Easement for certain real property containing approximately 287.11 acres of land surrounding the El Sobrante Landfill, in unincorporated western Riverside County, identified as Assessor Parcel Number 286-080-007, District 1. [\$0 – Waste Resources Enterprise Fund], (CEQA – Nothing Further Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in the previously adopted El Sobrante Landfill Expansion Environmental Impact Report (EIR), Supplemental EIR, and EIR Addendum (SCH No. 1990020076 & 2007081054); and
2. Approve the Amended and Restated Conservation Easement for certain real property containing approximately 287.11 acres of land surrounding the El Sobrante Landfill, in unincorporated western Riverside County, identified as Assessor Parcel Number 286-080-007; and

Continued on page 2

ACTION: Policy

Hans Keinkamp, General Manager - Chief Engineer 10/11/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 6, 2018
xc: Waste, Recorder

Kecia Harper-Ihem
Clerk of the Board

Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chairman of the Board of Supervisors to execute the Amended and Restated Conservation Easement on behalf of the County; and
4. Direct the Department of Waste Resources to file the Notice of Determination (NOD) within five (5) working days of approval by the Board; and
5. Direct the Clerk of the Board to record the Amended and Restated Conservation Easement with the County Recorder, and return the Amended and Restated Conservation Easement to the Department of Waste Resources upon recordation.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As part of the El Sobrante Landfill Expansion Project, approved by the Board on September 1, 1998 (M.O. 10.3), USA Waste of California, Inc. (USA Waste) was required to provide mitigation for certain impacts by establishing a conservation easement over 282 acres and grant title of the subject property to the County. The Original Conservation Easement was executed between USA Waste and the California Department of Fish and Wildlife (CDFW) on February 27, 2001, and the County accepted the grant deed from USA Waste on December 12, 2001.

Recently, on July 17, 2018 (M.O. 12.1), the Board approved the First Amended and Restated Second El Sobrante Landfill Agreement (Agreement). The Agreement identified the landfill's revised site plan, which reduced and reconfigured the overall limit of grading from 645 acres to 618 acres. This modification to the site plan also revised the boundaries of the Original Conservation Easement property from 282 acres to 287.11 acres.

To account for the boundary changes, an Amended and Restated Conservation Easement was prepared. CDFW and the U.S. Fish and Wildlife Service (USFWS) provided written consent for the Amended and Restated Conservation Easement and all parties recognize that USA Waste is solely responsible for the on-going and long-term monitoring and maintenance of the Property and shall incur all costs and liabilities.

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

Prev. Agn. Ref.: M.O. 10.3 of 09/01/98 (Expansion EIR)
M.O. 12.3 of 03/31/09 (Supplemental EIR)
M.O. 12.1 of 07/17/18 (Addendum to EIR)

CEQA Findings

Regarding the approval of the Amended Conservation Easement (Project), it was determined that nothing further is required because all potentially significant environmental effects have been fully analyzed in the previously adopted El Sobrante Landfill Expansion EIRs (SCH No. 1990020076 & 2007081054). The boundaries reflected in the Amended and Restated Conservation Easement were already fully environmentally assessed and the Project will not result in any new significant environmental effects not identified in the adopted El Sobrante Landfill Expansion EIRs. As a result, no further environmental documentation is required pursuant to the provisions of CEQA (Public Resources Code, § 21000 et seq.).

A NOD will be filed with the County Clerk upon Project approval.


Impact on Residents and Businesses

Approval of the Amended Conservation Easement will not have an impact on residents or businesses.

ATTACHMENT.

ATTACHMENT A. Amended and Restated Conservation Easement Agreement and Deed

ATTACHMENT B. CEQA NOD



Gregory V. Priamos, Director County Counsel 10/19/2018

2018-0456699

11/20/2018 02:32 PM Fee: \$ 0.00

Page 1 of 23

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



RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
Riverside County)
Department of Waste Resources)
14310 Frederick Street)
Moreno Valley, CA 92553)

Space Above Line for Recorder's Use Only

100

AMENDED AND RESTATED CONSERVATION EASEMENT AGREEMENT ~~AND DEED~~

THIS AMENDED AND RESTATED CONSERVATION EASEMENT AGREEMENT ~~AND DEED~~ ("Conservation Easement") is made as of November 6, 2018, by and between the COUNTY OF RIVERSIDE ("Grantor"), acting by and through its Department of Waste Resources, USA WASTE OF CALIFORNIA, INC., a Delaware corporation ("USA Waste"), and the STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Wildlife, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 287.11 acres of land surrounding the El Sobrante Landfill, located in the upper elevations of the foothills east of Temescal Valley between Olsen Canyon and Dawson Canyon, in unincorporated western Riverside County, State of California, designated Assessor's Parcel Number 286-080-007 ("Dedication Lands"). Grantor intends to convey easement interests of the Dedication Lands, legally described and depicted in Exhibit A attached to this Conservation Easement and herein by this reference:

B. The Dedication Lands possess wildlife and habitat values (collectively, "Conservation Values") of great importance to Grantee and the people of the State of California. The Dedication Lands provide high quality habitat for 31 sensitive species as described in the Multi-Species Habitat Conservation Plan for the El Sobrante Landfill and corresponding appendices ("HCP"). Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Dedication Lands.

C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

D. The United States Fish and Wildlife Service ("USFWS") , an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the

Federal Endangered Species Act, 16 U.S.C. section 1531 *et seq.* ("FESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) *et seq.*, and other provisions of federal law.

E. The Dedication Lands provide mitigation for certain impacts resulting from the El Sobrante Landfill Expansion Project ("Project"), as required under Permit #TE040421-0 dated July 24, 2001, issued by USFWS pursuant to Section 10(a) of the FESA ("Section 10(a) Permit"), its corresponding Implementing Agreement dated July 24, 2001, executed by and among USA Waste, USFWS, CDFW, and Grantor (The "Implementing Agreement"), and the Incidental Take Permit #2081-2001-010-06 ("2081(b) Permit") dated August 10, 2001, executed by USA Waste and CDFW. The Section 10(a) Permit, the Section 2081(b) Permit, the Implementing Agreement, and the HCP, are all incorporated herein by this reference. Information regarding these documents may be obtained from the USFWS and the CDFW, for each respective permit, and from USA Waste regarding the Implementing Agreement and the HCP. Contact information is provided in the notice provision in section 21 of this Conservation Easement.

F. Reference is made to that certain Conservation Easement Deed of certain property ("Property"), Riverside County Recorded Document No. 079491, February 13, 2002 ("Original Conservation Easement"), from USA Waste (then Western Waste Industries, a California corporation), in favor of Grantee.

G. Whereas, Grantor accepted a grant deed of Property from USA Waste on December 12, 2001, Riverside County Recorded Document No. 2002-079492, as mitigation required under the 1998 El Sobrante Landfill Expansion Project Environment Impact Report, for use as a permanent multi-species reserve in satisfaction of the HCP, subject to the Original Conservation Easement.

H. Whereas, USA Waste remains the current operator of the landfill activities occurring near Property.

I. Whereas, planned USA Waste activities will result in interference with Property's preserved status ("Interference") as contemplated in the Original Conservation Easement.

J. Whereas, Grantor and USA Waste have entered into that certain agreement, the 2nd El Sobrante Landfill Agreement dated September 1998, as amended from time to time.

K. Whereas, Grantor and USA Waste desire to amend the boundaries of the Dedication Lands as were defined in the Original Conservation Easement to incorporate new acreage.

L. Whereas, Dedication Lands (as were defined in the Original Conservation Easement) are replaced in their entirety with the lands described in the legal description and map attached hereto as Exhibit A to this Conservation Easement.

M. Whereas, Grantee and USFWS have provided written consent for this Amended and Restated Conservation Easement and Deed, attached hereto as Exhibit B.

N. All parties to this Conservation Easement hereby recognize that USA Waste shall be solely responsible for the on-going and long-term monitoring and maintenance of the Dedication Lands in accordance with the HCP, Section 10(a) Permit, 2081(b) Permit, and the Implementing Agreement, in satisfaction of Interference, and shall incur all costs and liabilities associated therewith.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In Consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby amends and restates the Original Conservation Easement, as follows:

1. Purposes. The purposes of this Conservation Easement are to: (1) ensure the Dedication Lands will be retained forever in it a Natural Condition as define below; and (2) prevent any use of the Dedication Lands that will significantly impair or interfere with the Conservation Values of the Dedication Lands. Grantor and USA Waste intend that this Conservation Easement will confine the use of the Dedication Lands to activities that are consistent with such purposes, including, without limitation, those involving the preservation restoration, and enhancement of native species and their habitats in a manner consistent with the habitat conservation purposes of this Conservation Easement; provided that, notwithstanding any other provision of this Conservation Easement Deed, USA Waste shall be allowed to enhance and maintain the Dedication Lands for conservation purposes as required by the HCP, and otherwise meet its obligations under the HCP, the Implementing Agreement, the Section 10(a) Permit, and the Section 2081(b) Permit.

1.1 Natural Condition. The term "Natural Condition" shall mean the condition of the Dedication Lands at the time of this Conservation Easement.

1.2. Habitat Management Plan. The Parties in the Implementing Agreement have cooperatively developed a Habitat Management Plan ("Management Plan") designed specifically for the Conserved Habitat, as defined in the Implementing Agreement, which can be found in Appendix F of the HCP, and is incorporated herein by this reference. The Management Plan contains recommended habitat management activities, the implementation of which is expected to result in the optimization of habitat for Covered Species considered in the HCP. USA Waste agrees to implement each element of habitat maintenance and enhancement on the Dedication Lands as defined in the Management Plan, as may be amended from time to time, as described in the HCP and Implementing Agreement. The Management Plan may be amended by the mutual consent of the Parties to the Implementing Agreement.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee, and to USFWS as a third party beneficiary hereof, by this Conservation Easement Deed:

(a) To preserve and protect the Conservation Values of the Dedication Lands;

(b) To enter the Dedication Lands at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, as contemplated by the terms of the HCP, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Dedication Lands and USA Waste's authorized use of the Dedication Lands;

(c) To prevent any activity on or use of the Dedication Lands that is inconsistent with the purposes of this Conservation Easement or the terms of the HCP and to require the restoration by USA Waste of such areas or features of the Dedication Lands that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement or the HCP;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Dedication Lands; and

(e) All present and future development rights.

3. Prohibited Uses. Any activity on or use of the Dedication Lands that is inconsistent with the purposes of this Conservation Easement or the HCP is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, USA Waste, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which interfere with the purposes of this Conservation Easement, excepting all those activities that are expressly contemplated in the HCP;

(b) Use of off-road vehicles, except use that is contemplated in the HCP;

(c) Grazing or surface entry for exploration or extraction of minerals, excepting any grazing activities for purposes of habitat improvement or that are expressly contemplated in the HCP as necessary adaptive management measures;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except such activities as are consistent with the purposes of this Conservation Easement or the HCP and carried out in accordance with a CDFW-approved management plan for the Dedication Lands;

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Dedication Lands, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Erecting of any building, billboard or sign, or any other structure or improvement of any kind, excepting signs that are expressly contemplated in the HCP;

(h) Deposit or accumulation of trash, ashes, refuse, waste or bio-solids;

(i) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;

(j) Altering the surface or general topography of the Dedication Lands, including building roads;

(k) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease;

(l) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Dedication Lands, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(m) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Dedication Lands; changing the place or purpose of use of the water rights; abandoning

or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Dedication Lands, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Dedication Lands; and (4) any water from wells that are in existence or may be constructed in the future on the Dedication Lands; and

(n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, USA Waste, the Dedication Lands, or the activity or use in question.

Notwithstanding the general prohibitions in this Section 3, none of the forgoing subsections (a) – (n) shall be read to prohibit the activities on the Dedication Lands which are expressly authorized under the terms of the HCP, the Implementing Agreement, the Section 10(a) Permit, and the Section 2081(b) Permit.

4. USA Waste's Duties. USA Waste shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Dedication Lands, including without limitation those actions contemplated in the HCP. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Dedication Lands, including the right to engage in or to permit or invite others to engage in all uses of the Dedication Lands that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement and the terms of the HCP. These reserved rights include, but are not limited to, the ability to grant USA Waste the authority to conduct all activities on the Dedication Lands expressly contemplated in the HCP, the Implementing Agreement, the Section 10(a) Permit, and the Section 2081(b) Permit, including the use of existing access roads, or those measures approved by the Management Committee (as such term is defined in the HCP) as necessary habitat management activities; these activities shall be deemed consistent with the purpose of this Conservation Easement so long as the activities conform to the HCP, the Section 10(a) Permit, the 2081(b) Permit and all applicable local, state and federal laws and regulations applicable to waste management activities.

6. Remedies.

(a) USFWS, as a third party beneficiary, shall have the same rights as Grantee under this Section 6 to enforce the terms of this Conservation Easement. If Grantee, USA Waste, or Grantor determines that a violation of the terms of this Conservation Easement has occurred or is threatened, such party (the "aggrieved party") shall give the other party and USFWS written notice of such violation and demand in writing the cure of such violation and, where the violation involved injury to the Dedication Lands resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to take reasonable steps to restore the portion of the Dedication Lands so injured to the condition that existed prior to such injury, in accordance with the HCP. Prior to implementing of any remedial or restorative actions, the party proposing to engage in such activities shall consult with the USA Waste, Grantee and USFWS. Notice shall be provided in accordance with Section 21 of this Conservation Easement.

(b) If a breaching party fails to cure the violation within sixty (60) days after receipt of the said written notice and demand thereof from the aggrieved party, or if the said cure reasonably requires more than sixty (60) days to complete and the breaching party fails to begin the cure within the sixty (60)-day period or fails to continue diligently to complete the cure, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which the aggrieved party may be entitled for violation of the terms of this Conservation Easement; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Dedication Lands in accordance with the HCP to the condition in which they existed prior to any such violation or injury; or to otherwise enforce compliance with the terms of this Conservation Easement. The aggrieved party may apply any damages recovered to the cost of undertaking any corrective action on the Dedication Lands.

(c) If a party, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Dedication Lands, such party may pursue its remedies under this Conservation Easement without prior notice to other party or without waiting for the period provided for cure to expire. Each party's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Each party agrees that the aggrieved party's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that such party shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. USA Waste's, Grantee's and USFWS's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*, inclusive.

(e) If at any time in the future USA Waste, Grantee, USFWS or any successor in interest uses or threatens to use the Dedication Lands for purposes inconsistent with this Conservation Easement, or Grantee or any successor in interest releases or abandons this Conservation Easement in whole or in part, except in accordance with Section 18 below, then, despite the provisions of Civil Code section 815.7, the California Attorney General, USFWS, or any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Each party shall be responsible for their own costs for any litigation related to this Conservation Easement.

8. Parties' Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of respective parties, and any forbearance by USA Waste, Grantor or Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the other party shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation

Easement or of any of the USA Waste's Grantor's or Grantee's rights, as applicable, under this Conservation Easement. No delay or omission by USA Waste, Grantor or Grantee in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Parties' Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor, USA Waste, Grantee, USFWS or any other person or entity with standing to enforce this Conservation Easement, to bring any action against Grantor, USA Waste, or Grantee for any injury to or change in the Dedication Lands resulting from (i) any natural cause beyond party's control, including, without limitation, fire, flood, storm, and earth movement, or any prudent action taken by Grantor or Grantee (as applicable) under emergency conditions to prevent, abate, or mitigate significant injury to the Dedication Lands resulting from such causes; or (ii) acts by Grantee, USA Waste, Grantor or its employees.

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW.

11. Fence Installation and Maintenance and Signage. In accordance with the HCP, USA Waste may install and maintain a fence around the Dedication Lands if needed to protect the Conservation Values of the Dedication Lands and may also post and maintain appropriate signage.

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Notwithstanding any other provision to the contrary, USA Waste retains all responsibilities and shall bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Dedication Lands required pursuant to this Conservation Easement. USA Waste agrees that Grantor and Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Dedication Lands required pursuant to this Conservation Easement, the monitoring of hazardous conditions thereon, or the protection of USA Waste, the public or any third parties from risks relating to conditions on the Dedication Lands. USA Waste remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Dedication Lands by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Dedication Lands free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Dedication Lands.

15. Indemnification. To the fullest extent permitted by law, the parties hereto (each an "indemnifying party") shall each defend, indemnify and hold harmless one another and their respective affiliates, parent entities, subsidiaries, shareholders, officers, directors, members,

partners, managers, employees, contractors, agents, attorneys, advisors, representatives, licensees and invitees and the successors and assigns of each of them (each an "indemnified party") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments arising from or in any way connected to an indemnifying party's use of or conduct of its business on the Dedication Lands pursuant to this Conservation Easement, unless due to the negligence or willful misconduct of the indemnified party. In the event any action or proceeding shall be brought against one party by reasons of any such claim, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel reasonably acceptable to the first party.

Further, notwithstanding any other provision in this Conservation Easement, unless due to the negligence or willful misconduct of the Grantor, USA Waste shall defend, at its sole expense, Grantor from all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, in any claim or action arising from USA Waste's conduct of its business on the Dedication Lands pursuant to this Conservation Easement.

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

17. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure ("CCP") Section 1240.680 notwithstanding CCP Sections 1240.690 and 1240.700.

18. Release or Abandonment. Grantee or any successor in interest shall not release or abandon its rights and obligations under this Conservation Easement without the prior written consent of USFWS and CDFW and without providing written notice to Grantor at least thirty (30) days prior to such action.

19. Assignment. This Conservation Easement is transferable, but Grantee or any successor in interest shall give Grantor, USA Waste, USFWS, and CDFW, if applicable, at least thirty (30) days written notice prior to the date of such transfer. Grantee or any successor in interest may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) reasonably approved in writing by both CDFW and USFWS. Grantee or any successor in interest shall require the assignee or transferee to agree in writing that the conservation purposes that this grant is intended to advance shall continue to be fulfilled by such assignee or transferee in accordance with the HCP and to record the assignment in the county where the Dedication Lands are located. The failure of Grantee to perform any act provided in this Section 19 shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

20. Transfer of Dedication Lands. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Dedication Lands, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to USA Waste, Grantee and USFWS of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantor or any successor in interest shall not transfer its underlying fee interest

in the Dedication Lands to Grantee or any successor in interest in any manner that would serve to extinguish the Conservation Easement, until and unless Grantee or any successor in interest has first assigned this Conservation Easement to a third party pursuant to Section 19 herein, or, alternatively, established restrictions on the use of the Dedication Lands, approved in advance by USFWS and CDFW, to assure the Conservation Value that this grant is intended to advance shall continue to be fulfilled in a manner consistent with this Conservation Easement. Grantee or any successor in interest shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor, USA Waste or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

21. Notices. Any notice, demand, request, consent, approval, or other communication that either party or USFWS desires or is required to give to the other party or USFWS shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: County of Riverside
P O BOX 1180
Riverside, CA 92502
C/O Real Estate Division

And to: Hans Kernkamp, General Manager-Chief Engineer
14310 Frederick St
Moreno Valley, CA 92553

to USA Waste: USA Waste of California, Inc.
10910 Dawson Canyon Road
Corona, CA 92883
Attn: David Harich

With a copy to: USA Waste of California, Inc.
c/o Corporate Real Estate Department
720 East Butterfield Road, 4th Floor
Lombard, Illinois 60148
Attention: Director Real Estate

To Grantee: Department of Fish and Wildlife
Inland Deserts Region (6)
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
Attn: Regional Manager

With a copy to: General Counsel
Department of Fish and Wildlife
1416 Ninth Street, Suite 1341
Sacramento, CA 95814

To USFWS: U.S. Fish and Wildlife Service
Palm Springs Office
777 E. Tahquitz Canyon Way, Suite 208
Palm Springs, California 92262
Attn: Field Supervisor

or to such other address as either party or USFWS shall designate by written notice to the other party and USFWS. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail. As long as USA Waste maintains the obligations of habitat management activities pursuant to the HCP, Grantee and the USFWS shall provide USA Waste with copies of notice to Grantor.

22. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and the prior written approval of USA Waste and USFWS, which shall not be unreasonably withheld. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of Riverside County, State of California.

23. Recordation. Grantor shall, following approval of this Conservation Easement by the Riverside County Board of Supervisors, promptly record this Conservation Easement in the Official Records of Riverside County, State of California, and may re-record it at any time as Grantor deems necessary to preserve its rights in this Conservation Easement. Grantor shall provide a copy of the recorded Conservation Easement to USFWS, Grantee, and USA Waste, within fifteen (15) days of Grantor's receipt of the recorded Conservation Easement.

24. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 22.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Dedication Lands.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement, excluding those rights and obligations that continue under the HCP, Implementing Agreement, the Section 10(a) Permit, or the Section 2081(b) Permit, terminate upon transfer of the party's interest in the Conservation Easement or Dedication Lands, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) Warranty. Grantor represents and warrants to Grantee that Grantor is the sole owner of fee simple title to the Dedication Lands, and there are no outstanding mortgages, liens, encumbrances or other interests in the Dedication Lands (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee.

(j) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Dedication Lands (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Dedication Lands, without first obtaining the written consent of Grantee and USA Waste. Grantee or USA Waste may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Dedication Lands. This section shall not limit the provisions of Sections 2(d) or 3(m), nor prohibit transfer of a fee or leasehold interest in the Dedication Lands that is subject to this Conservation Easement and complies with Section 20. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(k) Counterparts. The parties may execute this instrument in two or more counterparts, which shall in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) Federal or State Appropriations. The duty of Grantee or USFWS to carry out its obligations under this Conservation Easement Deed is subject to the availability of appropriated funds to carry out such obligations.

(m) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A. Legal Description and Map of Dedication Lands

EXHIBIT B. Agency Consent for Amendment to Original Conservation Easement

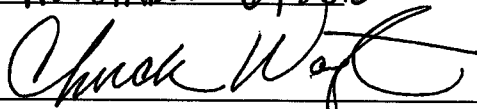
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PROVISIONS ON FOLLOWING PAGES

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

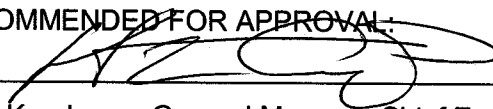
GRANTOR:

COUNTY OF RIVERSIDE, ON BEHALF OF DEPARTMENT OF WASTE RESOURCES,
a political subdivision of the State of California

Dated: November 6, 2018

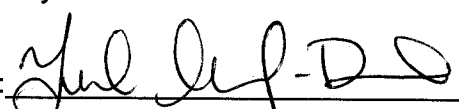
By: 
Chuck Washington, Chairman, Board of Supervisors

RECOMMENDED FOR APPROVAL:

By: 
Hans Kernkamp, General Manager-Chief Engineer

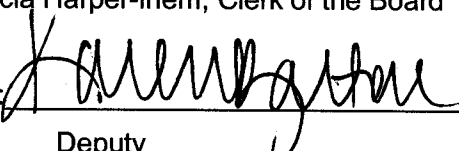
APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Leila Moshref-Danesh, Deputy County Counsel

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By: 
Deputy

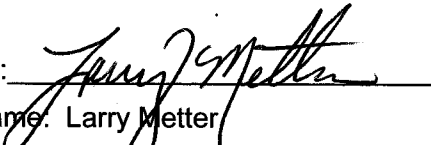
(Seal)

IN WITNESS WHEREOF USA Waste has executed this Conservation Easement as of the day and year first above written.

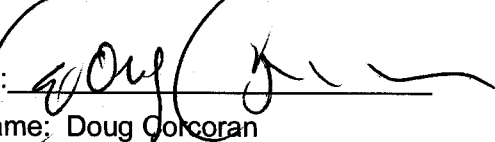
USA WASTE:

USA WASTE OF CALIFORNIA, INC,
10910 Dawson Canyon Road
P.O. Box 77908
Corona, CA 92877-0130

Dated: 10/04/2018

By: 
Name: Larry Metter
Its: President - Southern California Area

Dated: 10/04/2018

By: 
Name: Doug Corcoran
Its: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

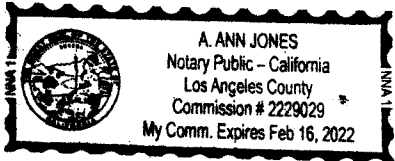
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On Oct. 4, 2018 before me, A. Ann Jones, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Doug Corcoran and Larry Metter
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Amended and Restated Conservation

Title or Type of Document: Easement Agreement & Deed Document Date: 10/04/2018

Number of Pages: 15 Signer(s) Other Than Named Above: Chuck Washington, Chairman, Board of Supervisors

Capacity(ies) Claimed by Signer(s) Exhibits Hans Kernkamp, Gen'l Mgr, Chief Engineer; Leila Moshref-Danesh, Deputy County Counsel, Kecia Harper-Thom, Clerk of the Board

Signer's Name: Doug Corcoran

Signer's Name: Larry Metter

- Corporate Officer - Title(s): Vice President
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

- Corporate Officer - Title(s): President - Southern California Area
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing: USA Waste of California, Inc.

Signer Is Representing: USA Waste of California, Inc.

EXHIBIT "A"

PARCEL 3 OF PARCEL MAP No. 22328 RECORDED DECEMBER 14, 1987, IN BOOK 147, PAGES 49 THROUGH 54 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

EXCEPTING THERE FROM THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

ALSO EXCEPTING THAT PORTION OF SAID PARCEL 3 DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 3;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 3 NORTH 02°03'54" EAST (SHOWN AS NORTH 01°26'07" EAST ON SAID PARCEL MAP), A DISTANCE OF 1201.51 FEET;
THENCE SOUTH 56°32'04" EAST, A DISTANCE OF 85.53 FEET;
THENCE SOUTH 21°28'19" EAST, A DISTANCE OF 242.31 FEET;
THENCE SOUTH 01°50'07" EAST, A DISTANCE OF 33.05 FEET;
THENCE SOUTH 37°53'28" EAST, A DISTANCE OF 71.92 FEET;
THENCE SOUTH 03°19'41" WEST, A DISTANCE OF 36.06 FEET;
THENCE SOUTH 25°31'51" EAST, A DISTANCE OF 20.74 FEET;
THENCE SOUTH 34°37'09" EAST, A DISTANCE OF 51.59 FEET;
THENCE SOUTH 38°27'59" EAST, A DISTANCE OF 44.21 FEET;
THENCE SOUTH 20°22'01" EAST, A DISTANCE OF 47.43 FEET;
THENCE SOUTH 22°46'43" WEST, A DISTANCE OF 73.86 FEET;
THENCE SOUTH 23°15'08" EAST, A DISTANCE OF 84.66 FEET;
THENCE SOUTH 12°02'18" EAST, A DISTANCE OF 28.42 FEET;
THENCE SOUTH 16°19'17" EAST, A DISTANCE OF 51.65 FEET;
THENCE SOUTH 29°09'57" WEST, A DISTANCE OF 83.21 FEET;
THENCE SOUTH 39°28'08" WEST, A DISTANCE OF 104.89 FEET;
THENCE SOUTH 85°15'40" WEST, A DISTANCE OF 39.80 FEET;
THENCE SOUTH 14°54'32" WEST, A DISTANCE OF 117.25 FEET;
THENCE SOUTH 34°55'12" WEST, A DISTANCE OF 101.10 FEET;
THENCE SOUTH 42°19'23" WEST, A DISTANCE OF 116.62 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 3;
THENCE NORTH 89°12'46" WEST, A DISTANCE OF 40.55 FEET TO THE POINT OF BEGINNING.**

RESERVING THERE FROM SUCH SLOPE AND DRAINAGE EASEMENTS AS MAY BE REQUIRED TO MAINTAIN REQUIRED SLOPE AND DRAINAGE OF THE EL SOBRANTE LANDFILL, AS APPROVED BY THE COUNTY OF RIVERSIDE, CALIFORNIA.

CONTAINS 12,506,300.00 SF (287.11 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181
EXP. 12-31-17

7-7-17
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP

EAST 1/2
OF NE 1/4
OF SE 1/4
OF SEC. 24

BOUNDARY OF
DEDICATION AREA

4208.07' S89°08'46"E

2636.34'
N02°03'54"E

SEE SHEET 2

N03°42'09"E
1316.91'

1312.63'
N89°11'22"W

PARCEL 3
PM No. 22328
BOOK 147/40-54

DEDICATION AREA
287.11 ACRES

LANDFILL

24

10

25

30

2755.35' N89°12'46"W

2755.13' N89°13'43"W

500°52'34"W
1314.29'



1000 0 1000

Scale 1" = 1000 ft

LEGEND

INDICATES PROPOSED
DEDICATION LOCATION

REFERS TO NUMBER IN
TABLE ON SHEET 2

THIS MAP WAS PREPARED UNDER MY
DIRECTION.

Vincent Kleppe

VINCENT KLEPPE, PLS 7181
MY LICENSE EXPIRES 12/31/17

APN: 286-080-007

DRAWN BY: AG

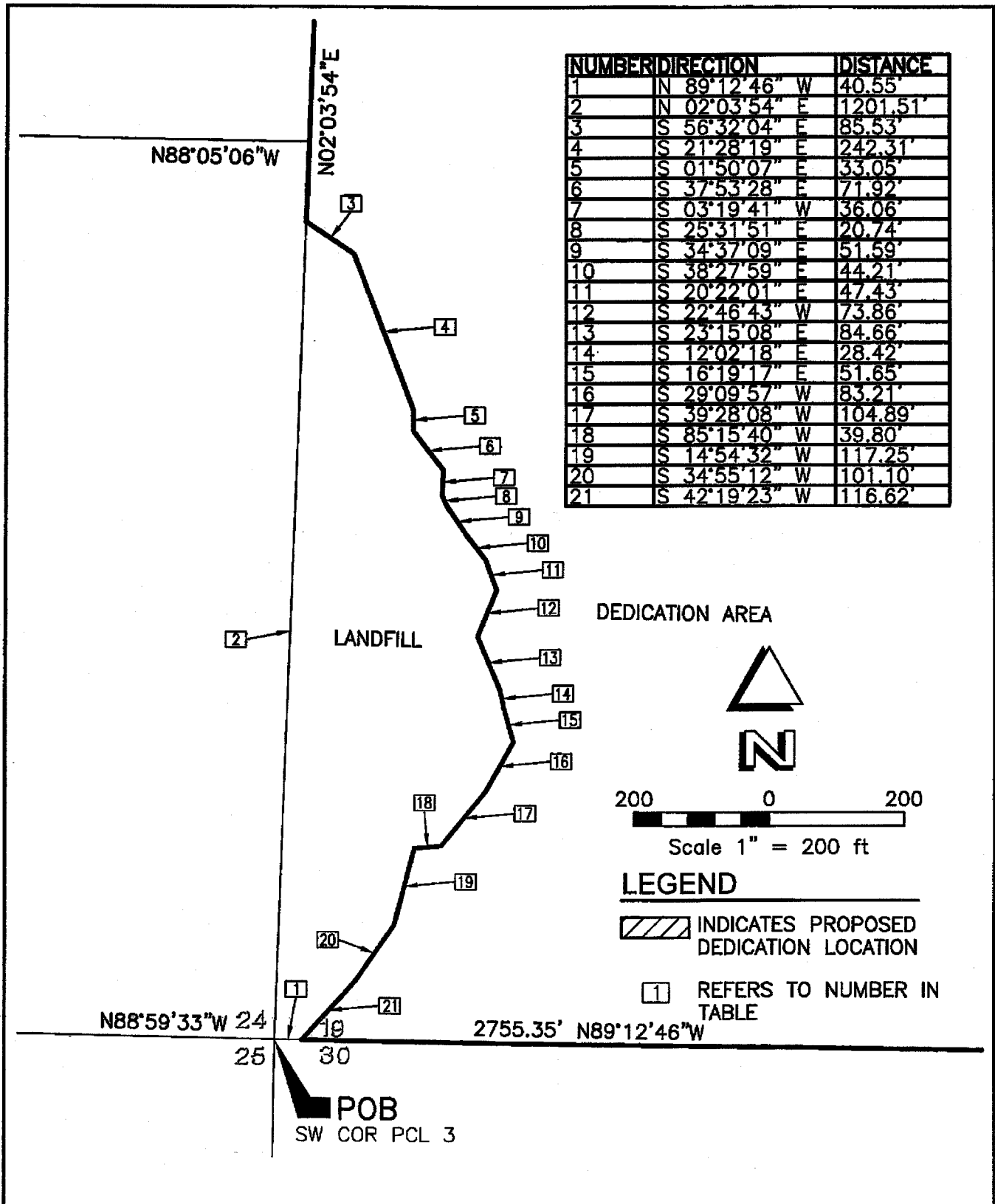
DATE: 07-07-17

JOB. NO.: 98001-1

FILE: P:\TPG\98\98001\98001-1\MITIGATION
PARCEL EXHIBITS 2017\286080007-2017.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE 1, CORONA, CA 92880
PHONE: (951) 737-4406 • FAX: (951) 737-4407
tpg@the-prizm-group.com

PROJECT:
EL SOBRANTE LANDFILL
EXPANSION PROJECT
287.11 ACRE MITIGATION
PARCEL



NUMBER	DIRECTION	DISTANCE
1	N 89°12'46" W	40.55'
2	N 02°03'54" E	1201.51'
3	S 56°32'04" E	85.53'
4	S 21°28'19" E	242.31'
5	S 01°50'07" E	33.05'
6	S 37°53'28" E	71.92'
7	S 03°19'41" W	36.06'
8	S 25°31'51" E	20.74'
9	S 34°37'09" E	51.59'
10	S 38°27'59" E	44.21'
11	S 20°22'01" E	47.43'
12	S 22°46'43" W	73.86'
13	S 23°15'08" E	84.66'
14	S 12°02'18" E	28.42'
15	S 16°19'17" E	51.65'
16	S 29°09'57" W	83.21'
17	S 39°28'08" W	104.89'
18	S 85°15'40" W	39.80'
19	S 14°54'32" W	117.25'
20	S 34°55'12" W	101.10'
21	S 42°19'23" W	116.62'

DRAWN BY: AG
 DATE: 07-07-17
 JOB. NO.: 98001-1
 FILE: P:\TPG\98\98001\98001-1\MITIGATION
 PARCEL EXHIBITS 201728608007-2017.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
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 310 N. COTA ST. SUITE 1, CORONA, CA 92880
 PHONE: (951) 737-4406 • FAX: (951) 737-4407
 tpg@the-prizm-group.com

PROJECT:
 EL SOBRANTE LANDFILL
 EXPANSION PROJECT
 287.11 ACRE MITIGATION
 PARCEL

EXHIBIT B
Agency Consent for Amendment to Original Conservation Easement

September 4, 2018

Mr. David Harich
District Manager
El Sobrante Landfill
10910 Dawson Canyon Road
Corona, CA 92883

RE: Written Consent to Amend El Sobrante Landfill Declaration of Conservation Covenants and Restrictions and Conservation Easement Deed

Dear Mr. Harich,

This letter is in response to USA Waste of California, Inc.'s (WM) request for written consent to amend the Conservation Easement Deed and Declaration of Conservation Covenants and Restrictions that were established between California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and WM in 2001 and 2002 as required per the El Sobrante Landfill Expansion Project.

In January 2018, WM prepared an Addendum to the certified 1998 EIR/2009 SEIR to evaluate the reduction and reconfiguration of the overall limit of grading from 645 acres to 618 acres, which also results in a reconfiguration of the limits of the Declaration of Conservation Covenants and Restrictions and Conservation Easement Deed lands. As noted in the January 2018 Addendum EIR, the change will result in an overall increase of 1 acre of onsite dedication lands (from 688 acres to 689 acres), and preserve an additional 4.6 acres of offsite land owned by the Bureau of Land Management (BLM) and Riverside County Habitat Conservation Agency (RCHCA). On July 17, 2018, the Riverside County Board of Supervisors approved the Addendum EIR with the determination that the project will not have a significant effect on the environment.

The CDFW has reviewed the biological report prepared by Mariposa Biology and the supplemental materials regarding the reconfiguration of the dedication lands and agrees that the change does not conflict with the purposes of the Habitat Conservation Plan. Furthermore, the reconfiguration will increase the conservation of RSS including an existing California gnatcatcher territory, preserve three populations of many-stemmed dudleya with 15,000 individual plants, preserve riparian habitat in Olsen Creek, and conserve additional Stephens' kangaroo rat habitat.

Additionally, the project does not cause any of the following impacts which would prompt an amendment to the site Multi-Species Habitat Conservation Plan.

1. Does not increase the take of Riversidian sage scrub (RSS) by more than 5 percent or increase the impact to RSS by more than 22.5 acres
2. Does not increase the take of Conserved Habitat by more than 5 percent or reduce the Conserved Habitat by more than 62.3 acres
3. Does not increase the take of California Gnatcatcher pairs in Conserved Habitat

Due to the biological benefits and increase in high quality habitat for the 31-sensitive species as described in the Multi-Species Habitat Conservation Plan for the El Sobrante Landfill, the CDFW provides this written consent to move forward with the minor amendment to the existing Declaration of Conservation Covenants and Restrictions and Conservation Easement Deed. The approved dedications lands are delineated in the attached Exhibit A's and supplemental maps.

Sincerely,



Kim Romich
Environmental Scientist
California Department of Fish and Wildlife



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Ecological Services
Palm Springs Fish and Wildlife Office
777 East Tahquitz Canyon Way, Suite 208
Palm Springs, California 92262



In Reply Refer To:
FWS-RIV-08B0713-18CPA0352

September 12, 2018
Sent by email

Mr. David Harich
El Sobrante Landfill
10910 Dawson Canyon Road
Corona, CA 92883

Subject: Concurrence with a Proposed Minor Modification to the El Sobrante Habitat Conservation Plan and Approval of Amendments to the Conservation Easement Deed and Declaration of Conservation Covenants and Restrictions

Dear Mr. Harich,

This letter is in response to your December 4, 2017 correspondence and memos from Mariposa Biology to the El Sobrante Habitat Conservation Plan (HCP) Management Committee dated August 8, 2017 and August 21, 2018. The correspondence and the memos requested a minor modification to the HCP and written consent to amend the Conservation Easement and Deed and Declaration of Conservation Covenants and Restrictions (Conservation Covenants) that were established between the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (Service), and Waste Management in 2001 and 2002, as required for the El Sobrante Landfill Expansion Project.

The minor modification of the HCP is necessary due to a proposed reconfiguration of the limits of grading in the landfill. The amendments to the Conservation Easement and the Conservation Covenants are necessary to record changes to the HCP conservation areas resulting from the proposed reconfiguration of the grading. Both the Service and CDFW must give written approval to amendments to the Conservation Easement and Conservation Covenants.

The HCP provides for minor modifications if they meet certain criteria. We have reviewed the biological report prepared by Mariposa Biology, and the exhibits provided to us by Waste Management, including the draft amended Conservation Easement and Conservation Covenant, provided in an email from Miriam Cardenas of Waste Management on August 30, 2018, and a map exhibit titled 2018 Comparison of Conservation Areas, which depicts the previous and current proposed limits of grading. Based on our review of these materials, the proposed minor modification meets the following criteria for administrative implementation:

- Changes to the configuration or phasing of the landfill expansion that do not increase estimated RSS habitat impacts by more than 5% (22.5 acres) or increase the estimated number of Gnatcatcher pairs taken (15).

- Changes to the configuration of onsite Conserved Habitat that do not reduce the total acres of Conserved Habitat by more than 5% (62.3 acres) or reduce the number of Gnatcatcher pairs in Conserved Habitat

Moreover, the proposed reconfiguration will increase the conservation of RSS, many-stemmed dudleya, and riparian habitat and it will result in a net increase of RSS habitat. This will benefit an existing pair of California gnatcatchers which utilize it as part of their territory.

We agree with Waste Management's determination that the effects of the proposed modification will not differ significantly from those described and analyzed in the original HCP, including the amount of incidental take, and that the proposed conservation is of equal or greater value. Based on the consistency with the guidelines for minor modifications and the conservation it will provide, we concur with its approval as a minor modification. We also approve of the proposed amendments to the Conservation Easement and Conservation Covenants which are necessary due to the proposed reconfiguration.

Please forward the draft Conservation Easements to Geary Hund at my office for his review and input.

Sincerely,

KARIN CLEARY-
ROSE

Digitally signed by KARIN
CLEARY-ROSE
Date: 2018.09.12 10:28:38 -07'00'

for
Kennon A. Corey
Assistant Field Supervisor

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

State of California)
Wildlife Conservation Board)
1807 13th Street, Suite 103)
Sacramento, CA 95814)

COPY of Document Recorded
on FEB 13 2002 as No. 079491
has not been compared with
original.
GARY L. ORSO
County Recorder
RIVERSIDE COUNTY CALIFORNIA

THIS SPACE ABOVE FOR RECORDER'S USE

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this 27 day of September, 2001 by WESTERN WASTE INDUSTRIES, a California corporation ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, a subdivision of the California Resources Agency, with reference to the following facts:

RECITALS

- A. Grantor is the sole owner in fee simple of certain real property in Riverside County, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Dedication Lands");
- B. The Dedication Lands possess wildlife and habitat values (collectively, "Conservation Values") of great importance to Grantee, the people of the State of California and the people of the United States;
- C. The Dedication Lands provide high quality habitat or potential habitat for 31 sensitive species as described in the Multi-Species Habitat Conservation Plan for the El Sobrante Landfill Project and corresponding appendices ("HCP");
- D. The California Department of Fish and Game ("CDFG") has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFG is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law;

E. The United States Fish & Wildlife Service ("USFWS") has jurisdiction over the conservation, protection, restoration, enhancement, and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of those species to the extent set forth in the Federal Endangered Species Act, 16 U.S.C. §§ 1531, *et seq.* ("FESA"), and other federal laws; and

F. This Conservation Easement provides mitigation for certain impacts resulting from the El Sobrante Landfill Expansion Project ("Project"), as required under Permit #TE040421-0 dated July 24, 2001, issued by USFWS pursuant to Section 10(a) of the FESA ("Section 10(a) Permit"), its corresponding Implementing Agreement dated July 24, 2001, executed by and among USA Waste of California, Inc., a Delaware corporation ("USA Waste"), USFWS, CDFG, and Riverside County, and the Incidental Take Permit #2081-2001-010-06 ("2081(b) Permit") dated August 10, 2001, executed by USA Waste and CDFG. The Section 10(a) Permit, the Section 2081(b) Permit, the Implementing Agreement, and the HCP, are all incorporated herein by this reference. Information regarding these documents may be obtained from the USFWS and the CDFG, for each respective permit, and from USA Waste regarding the Implementing Agreement and the HCP. Contact information is provided in the notice provision in section 13 of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Dedication Lands.

1. Purpose. The purpose of this Conservation Easement is to: (1) ensure the Dedication Lands will be retained forever in a Natural Condition as defined below; and (2) prevent any use of the Dedication Lands that will significantly impair or interfere with the Conservation Values of the Dedication Lands. Grantor intends that this Conservation Easement will confine the use of the Dedication Lands to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement; provided that, notwithstanding any other provision of this Conservation Easement Deed, the Grantor shall be allowed to enhance and maintain the Dedication Lands for conservation purposes as required by the HCP, and otherwise meet its obligations under the HCP, the Implementing Agreement, the Section 10(a) Permit, and the Section 2081(b) Permit.

1.1. Natural Condition. The term "Natural Condition" shall mean the condition of the Dedication Lands at the time of this Conservation Easement.

1.2 Habitat Management Plan. The Parties to the Implementing Agreement have cooperatively developed a Habitat Management Plan ("Management Plan") designed specifically for the Conserved Habitat, as defined in the Implementing Agreement, which can be found in Appendix F of the HCP, and is incorporated herein by this reference. The Management Plan contains recommended habitat management activities, the implementation of which is expected to result in the optimization of habitat for Covered Species considered in the HCP. The Grantor agrees to implement each element of habitat maintenance and enhancement on the Dedication Lands as defined in the Management Plan as described in the HCP and Implementing Agreement. The Management Plan may be amended by the mutual consent of the Parties to the Implementing Agreement.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee, and to USFWS as a third party beneficiary hereof, by this Conservation Easement Deed:

(a) To preserve and protect the Conservation Values of the Dedication Lands;

(b) To enter upon the Dedication Lands at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement and for scientific research and interpretive purposes by Grantee or its designees as contemplated by the terms of the HCP, provided that, Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Dedication Lands;

(c) To prevent any activity on or use of the Dedication Lands that is inconsistent with the purposes of this Conservation Easement or the terms of the HCP and to require the restoration of such areas or features of the Dedication Lands that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement or the HCP;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Dedication Lands; and

(e) All present and future development rights.

3. Prohibited Uses. Any activity on or use of the Dedication Lands inconsistent with the purposes of this Conservation Easement or the HCP is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering, use of herbicides, rodenticides, or weed abatement activities, incompatible fire protection activities and any other uses which may adversely affect the purposes of this Conservation Easement, excepting all those activities that are expressly contemplated in the HCP;

(b) Use of off-road vehicles;

(c) Grazing or surface entry for exploration or extraction of minerals, excepting those grazing activities that are expressly contemplated in the HCP as necessary adaptive management measures;

(d) Erecting of any building, billboard, sign or other improvement, excepting signs that are expressly contemplated in the HCP;

(e) Depositing of trash, ashes, garbage, waste, bio-solids or any other material;

(f) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;

(g) Otherwise altering the surface or general topography of the Dedication Lands, including building of roads; and

(h) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease.

Notwithstanding the general prohibitions in this Section 3, none of the forgoing subsections (a) - (h) shall be read to prohibit the activities on the Dedication Lands which are expressly authorized under the terms of the HCP, the Implementing Agreement, the Section 10(a) Permit, and the Section 2081(b) Permit.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Dedication Lands, including without limitation those actions contemplated in the HCP. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Dedication Lands, including the right to engage in or to permit or invite others to engage in all uses of the Dedication Lands that are consistent with the purposes of this Conservation Easement and the terms of the HCP. These reserved rights include, but are not limited

to, all activities on the Dedication Lands expressly contemplated in the HCP, including the use of existing access roads, or those measures approved by the Management Committee as necessary habitat management activities; these activities shall be deemed consistent with the purposes of this Conservation Easement so long as the activities conform to the HCP, the Section 10(a) Permit, the 2081(b) Permit and all applicable local, state and federal laws and regulations applicable to waste management activities.

6. **Remedies.** USFWS, as a third party beneficiary, shall have the same rights as Grantee under this Section 6 to enforce the terms of this Conservation Easement. If Grantee or Grantor determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, such party (the "aggrieved party") shall give the other party and USFWS written notice of such violation and demand in writing the cure of such violation and, where the violation involved injury to the Dedication Lands resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Dedication Lands so injured to the condition that existed prior to such injury, in accordance with the HCP. Prior to implementation of any remedial or restorative actions, the party proposing to engage in such activities shall consult with the USFWS and CDFG. If a breaching party fails to cure the violation within sixty (60) days after receipt of said written notice and demand thereof from the aggrieved party, or if said cure reasonably requires more than sixty (60) days to complete and the breaching party fails to begin the cure within the sixty (60) day period or fails to continue diligently to complete the cure, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover actual damages to which the aggrieved party may be entitled for violation of the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Dedication Lands in accordance with the HCP to the condition in which they existed prior to any such violation or injury. The aggrieved party may apply any damages recovered to the cost of undertaking any corrective action on the Dedication Lands.

If a party, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Dedication Lands, such party may pursue its remedies under this section without prior notice to the other party or without waiting for the period provided for cure to expire. Each party's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Each party agrees that the aggrieved party's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that such party shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition

to such other relief to which such party may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

If at any time in the future Grantor, Grantee, or any successor in interest uses or threatens to use the Dedication Lands for purposes inconsistent with this Conservation Easement, or Grantee or any successor in interest releases or abandons this Conservation Easement in whole or in part, except in accordance with section 11 below, then notwithstanding Civil Code Section 815.7, the California Attorney General, USFWS, or any entity or individual with a justiciable interest in the preservation of this Conservation Easement will have standing as interested parties in any proceeding affecting this Conservation Easement.

6.1 Costs of Enforcement. If Grantor, Grantee or USFWS prevails in any action to enforce this Conservation Easement, any costs incurred by such prevailing party in enforcing the terms of this Conservation Easement, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by the violation or negligence under the terms of this Conservation Easement of the party not prevailing shall be borne by the party not prevailing; provided that costs and fees recoverable against the United States shall be governed by applicable federal law.

6.2 Parties' Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of respective parties, and any forbearance by Grantor or Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the other party shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantor or Grantee, as applicable, under this Conservation Easement. No delay or omission by Grantor or Grantee in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

6.3 Acts Beyond Parties' Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor, Grantee, USFWS or any other person or entity with standing to enforce this Conservation Easement, to bring any action against Grantor or Grantee for any injury to or change in the Dedication Lands resulting from natural causes beyond that party's control, including: fire, flood, storm, and earth movement, or from any prudent action taken by Grantor or Grantee (as applicable) under emergency conditions to prevent, abate, or mitigate significant injury to the Dedication Lands resulting from such causes.

7. Fence Installation and Maintenance and Signage. In accordance with the HCP, Grantor may install and maintain a fence around the Dedication Lands if needed to protect the Conservation Values of the Dedication Lands and may also post and maintain appropriate signage.

8. Access. No provision of this Conservation Easement shall be construed as conveying a general right of access to the public to any portion of the Dedication Lands and no such right is granted.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Dedication Lands.

9.1 Taxes. Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Dedication Lands by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

9.2 Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees (collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Dedication Lands, unless due to the active negligence or willful misconduct of any of the Indemnified Parties; (2) the obligations specified in Sections 4, 9, and 9.1; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claims, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding. To the extent permitted by Government Code Section 14662.5, Grantee shall indemnify and hold harmless Grantor and its directors, officers and employees for any damage proximately caused by reason of any use of the Dedication Lands by Grantee authorized by this Conservation Easement.

9.3 Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil

Procedure ("CCP") Section 1240.680 notwithstanding CCP Sections 1240.690 and 1240.700.

10. Assignment. This Conservation Easement is transferable, but Grantee or any successor in interest shall give Grantor, USFWS, and CDFG, if applicable, at least thirty (30) days prior written notice of the transfer. Grantee or any successor in interest may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) reasonably approved in writing by both CDFG and USFWS. Grantee or any successor in interest shall require the assignee or transferee to agree in writing that the conservation purposes that this grant is intended to advance shall continue to be fulfilled by such assignee or transferee in accordance with the HCP and to record the assignment in the county where the Dedication Lands are located.
11. Release or Abandonment. Grantee or any successor in interest shall not release or abandon its rights and obligations under this Conservation Easement without the prior written consent of USFWS and CDFG and without providing written notice to Grantor at least thirty (30) days prior to such action.
12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Dedication Lands, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and USFWS of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantor or any successor in interest shall not transfer its underlying fee interest in the Dedication Lands to Grantee or any successor in interest in any manner that would serve to extinguish the Conservation Easement, until and unless Grantee or any successor in interest has first assigned this Conservation Easement to a third party pursuant to section 10 herein, or, alternatively, established restrictions on the use of the Dedication Lands, approved in advance by USFWS and CDFG, to assure the Conservation Values that this grant is intended to advance shall continue to be fulfilled in a manner consistent with this Conservation Easement. Grantee or any successor in interest shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
13. Notices. Any notice, demand, request, consent, approval, or communication that either Party or USFWS desires or is required to give to the other party or USFWS

shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Western Waste Industries
c/o USA Waste of California, Inc.
Attn: Damon De Frates
10910 Dawson Canyon Road
Corona, CA, 92883

with a copy to: Sheppard, Mullin, Richter & Hampton LLP
Attn: Robert J. Uram & Jillian Blanchard
4 Embarcadero Center, 17th Floor
San Francisco, CA 94111

and to: Robert Nelson, General Manager - Chief Engineer
Riverside County
4080 Lemon Street, 14th Floor
Riverside, CA 92501

To Grantee: Department of Fish & Game
Eastern Sierra and Inland Deserts Region
330 Golden Shore, Suite 250
Long Beach, CA 90802
Attn: Regional Manager

with a copy to: General Counsel
Department of Fish and Game
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090

To USFWS: U.S. Fish and Wildlife Office
Attn: Field Supervisor
2730 Loker Avenue West
Carlsbad, CA 92008

or to such other address as either party or USFWS shall designate by written notice to the other party and USFWS. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail. As long as USA Waste maintains the obligations of habitat management activities pursuant to the HCP, Grantee and the USFWS shall provide USA Waste with copies of notice to Grantor.

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee by mutual written agreement and the prior written approval of USFWS, which shall not be unreasonably withheld. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

15. Recordation. Grantee shall, following acceptance of this Conservation Easement, promptly record this instrument in the official records of Riverside County, State of California, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement. Grantee shall provide an official recorded copy of this Conservation Easement to USFWS and Grantor within fifteen (15) days of Grantee's receipt of the recorded Conservation Easement.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the internal laws of the State of California, the FESA, and other applicable federal laws.

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

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.

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

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Dedication Lands.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement, excluding those rights and obligations that continue under the HCP, the Implementing Agreement, the Section 10(a) Permit, or the Section 2081(b) Permit, terminate upon transfer of the party's interest in the Conservation Easement or Dedication Lands, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Federal or State Appropriations. The duty of Grantee or USFWS to carry out its obligations under this Conservation Easement Deed is subject to the availability of appropriated funds to carry out such obligations.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

Western Waste Industries,
a California corporation

By *[Signature]*

Name DANNON DE FRATES

Title DISTRICT MANAGER

Date 9/27/01

Address 10910 Dawson Canyon Road
Corona, CA 92883

Approved as to form:

General Counsel
State of California
Department of Fish and Game

By *[Signature]*
Ann S. Malcolm
Deputy General Counsel

Date 10/1/01

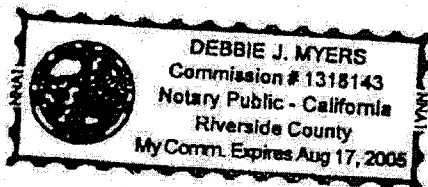
I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval.
WILDLIFE CONSERVATION BOARD
By: *[Signature]*
(authorized signatory)

State of California)
) ss.
County of Riverside)

On Sept. 27, 2001 before me, Debbie J. Myers, Notary Public, personally appeared Damon DeFrestes

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.

WITNESS my hand and official seal.



Debbie J. Myers
Signature of Notary Public

(SEAL)

EXHIBIT "A"

DESCRIPTION OF LAND TO BE DONATED

In the unincorporated area of Riverside County, California:

Parcel 3 of Parcel Map No. 22328 recorded December 14, 1987, in Book 147,
Pages 49 through 54 inclusive of Maps, Records of Riverside County, California:

Excepting therefrom the East one-half of the Northeast quarter of the Southeast quarter of
Section 24, Township 4 South, Range 6 West San Bernardino Meridian.

Also excepting those portions of said Parcel 3 more particularly described as follows:

Parcel A:

Beginning at the South West corner of said Parcel 3, said point also being the South East corner
of said Section 24;

Thence North $1^{\circ} 26' 07''$ East along the West line of Parcel 3, a distance of 881.19 feet;

Thence South $89^{\circ} 50' 32''$ East, a distance of 206.95 feet;

Thence South $1^{\circ} 26' 07''$ West, a distance of 881.19 feet to the Southerly line of said Parcel 3;

Thence South $89^{\circ} 50' 32''$ West along the Southerly line of said Parcel 3, a distance of 206.95
feet more or less to the point of beginning.

Contains 4.19 acres, more or less.

Parcel B:

Commencing at said South West corner of said Parcel 3;

Thence North $1^{\circ} 26' 07''$ East along the West line of Parcel 3, a distance of 1,805.90 feet to the
true point of beginning;

Thence continuing North $1^{\circ} 26' 07''$ East along the West line of Parcel 3, a distance of 579.98
feet;

Thence South $89^{\circ} 46' 00''$ East, a distance of 443.39 feet;

Thence South $2^{\circ} 45' 44''$ West, a distance of 580.42 feet;

Thence North $89^{\circ} 46' 00''$ West, 429.94 feet more or less to the point of beginning.

Contains 5.82 acres, more or less.

RESERVING therefrom such slope and drainage easements as may be required to maintain
required slope and drainage of the El Sobrante Landfill, as approved by County of Riverside,
California.

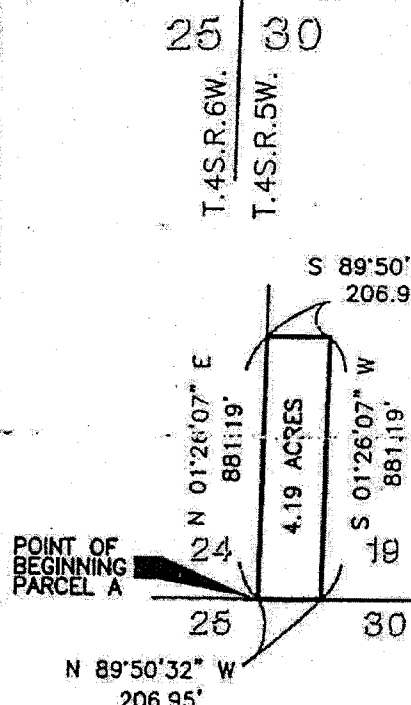
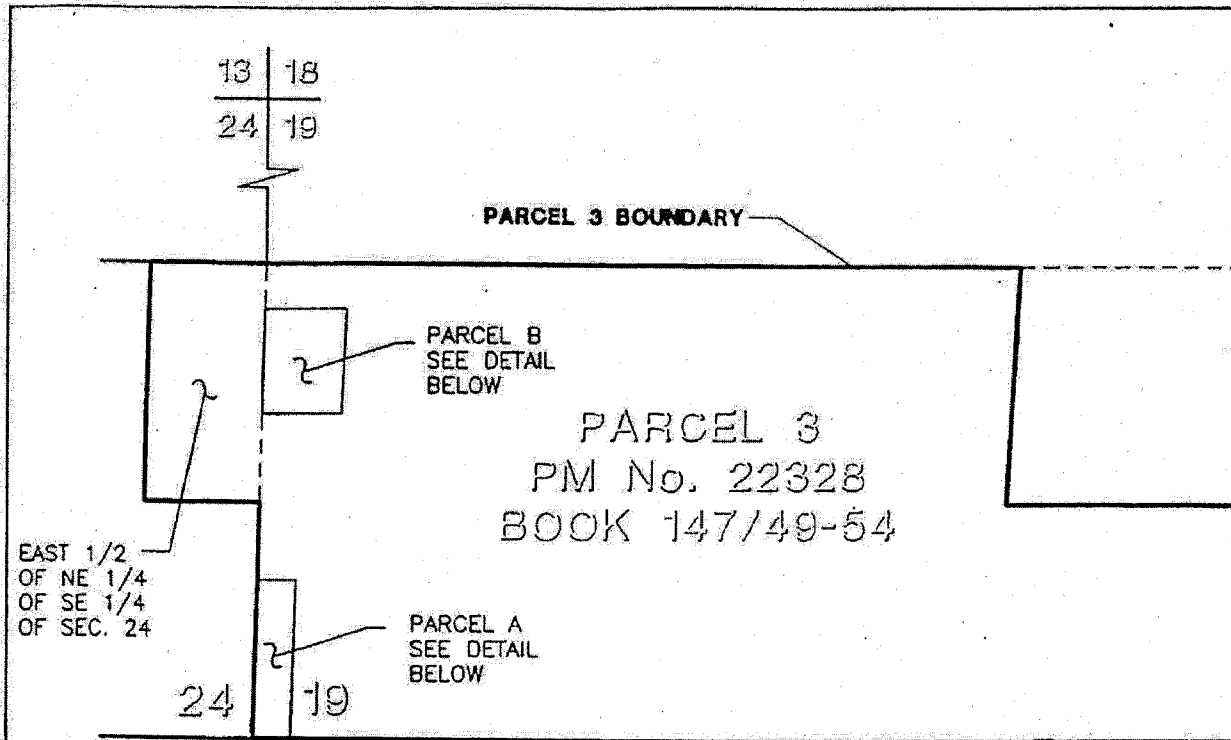
PREPARED UNDER MY SUPERVISION

Vincent Kleppe
Vincent Kleppe LS 7181

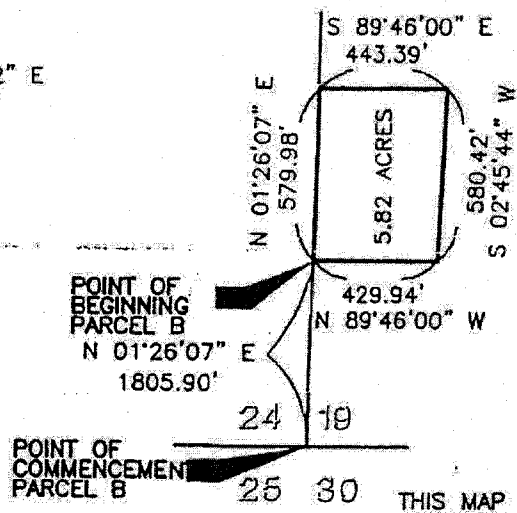
Date: 11-7-01

My commission expires 12/31/03





PARCEL A
NOT TO SCALE



PARCEL B
NOT TO SCALE

N

1" = 1000'

THIS MAP WAS PREPARED UNDER MY DIRECTION.
Vincent Kleppe 11-7-01
VINCENT KLEPPE, PLS 7181
MY LICENSE EXPIRES 12/31/03

DRAWN BY: V GK
DATE: 11-6-01
JOB # 119.001
C:\CIVIL\TPG\119001\292ACRE.DWG

THE PRIZM GROUP

3-D LASER SCANNING CIVIL ENGINEERING
 GEOMATIC ENGINEERING LAND PLANNING
 GPS & ROBOTIC SURVEYING

2578 CORONA AVE, NORCO, CA 92860
 PHONE: (909) 737-4408 • FAX: (909) 737-4407 • log@mindspring.com

**EL SOBRANTE
 LANDFILL EXPANSION
 PROJECT 292 ACRE
 MITIGATION PARCEL**

El Sobrante Conservation Easement
Riverside County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated September 27, 2001, from Western Waste Industries, a California Corporation, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Fish and Game Commission, Department of Fish and Game, Resources Agency, State of California, adopted on November 2, 2001, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: Al Wright
Al Wright
Executive Director
Wildlife Conservation Board

Date: 1/27/02

El Sobrante Conservation Easement
Riverside County

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STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: Al Wright
Al Wright
Executive Director
Wildlife Conservation Board

Date: 1/27/02

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

TO:

X Office of Planning and Research (OPR)
1400 Tenth Street
Room 121
Sacramento, CA 95814

X County Clerk
County of Riverside

For County Clerk's Use Only:

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

_____ Date

Via Waste
_____ Initial

FROM:

Riverside County
Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

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

Project Title: Amended and Restated Conservation Easement for 287.11 acres of Land Near the El Sobrante Landfill

State Clearinghouse (SCH) No.: 1990020076 & 2007081054 **Contact:** Ryan Ross **Phone:** 951-486-3200

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

Project Location: The property associated with the Amended and Restated Conservation Easement consists of approximately 287.11 acres of land surrounding the El Sobrante Landfill, in unincorporated western Riverside County, identified as Assessor Parcel Number 286-080-007.

Project Description: The Project involves the approval of the Amended and Restated Conservation Easement for approximately 287.11 acres of land surrounding the El Sobrante Landfill.

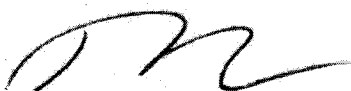
This is to advise that the Riverside County Board of Supervisors has approved the above-referenced Project on November 6, 2018 and has made the following determinations regarding that Project:

1. The Project will not have a significant effect on the environment, because impacts were avoided or previously mitigated through mitigation measures adopted as part of the El Sobrante Landfill Expansion Environmental Impact Report (EIR), Supplemental EIR, and EIR Addendum (SCH No. 1990020076 & 2007081054), which were previously prepared and certified pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).
2. Mitigation measures were not made a condition of the approval of this Project.
3. A mitigation reporting or monitoring plan was not adopted for this Project.
4. A statement of Overriding Considerations was not adopted for this Project.
5. Findings were made pursuant to the provision of CEQA.

This is to certify that the documents which comprise the record of proceedings and approval for the Project, including the administrative record, Landfill EIRs and Addendum, are available to the general public at:

Riverside County Department of Waste Resources, 14310 Frederick Street, Moreno Valley, CA 92553

Signature:



Title: Principal Planner

Date: November 6, 2018