

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



**ITEM: 12.1
(ID # 17802)**

MEETING DATE:

Tuesday, December 14, 2021

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Third Amendment to Access Easement Agreement between the County of Riverside and Lockheed Martin Corporation. District 5. [\$0 - Department of Waste Resources Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project (approval of the Third Amendment to the Access Easement Agreement) is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (General Rules for Exemption) and Section 15306 (Information Collection);
2. Approve the Third Amendment to the Access Easement Agreement providing a one-year extension of the Management Period as defined in the Access Easement Agreement and providing for one five year extension if requested by Grantee;
3. Authorize the General Manager-Chief Engineer of the Department of Waste Resources (RCDWR), on behalf of the County, to administer the approval of the five-year extension, if requested by Grantee, and exercise the County's right to termination of the Access Easement Agreement, subject to the terms of Section 2 of the Third Amendment to the Access Agreement;
4. Authorize the Chairman of the Board to execute the Third Amendment to Access Easement Agreement on behalf of the County; and
5. Direct the RCDWR to file the Notice of Exemption (NOE) with the County Clerk within 5 business days of approval of the Project.

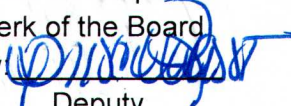
ACTION:Policy


Hans Kemkamp, General Manager - Chief Engineer 11/22/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 14, 2021
xc: Waste

Kecia R. Harper
Clerk of the Board
By 
Deputy

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STATE OF CALIFORNIA**

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:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Lockheed Martin Corporation (LMC), under a consent order by the State of California Department of Toxic Substances Control, continues to be responsible for the environmental assessment and remediation of property in the vicinity of the Lamb Canyon Landfill, which was purchased by the County in 2006. Pursuant to the 2006 purchase agreement, the County and LMC entered into an Access Easement Agreement that provides LMC with access to the property for the purposes of fulfilling their environmental obligations. The Access Easement Agreement also provides for a three-year "Management Period" during which LMC has operational control of the property to facilitate their environmental investigative, monitoring and remedial activities.

The Management Period provides LMC with additional authority by allowing them to deny or restrict access to the property by third-parties not authorized by the County and to establish additional controls on the property such as fencing, signage or other measures to further manage, control and restrict access to the property to protect human health and the environment. In 2009 and 2015, the Board approved extensions (1st and 2nd Amendments to the Access Easement Agreement) to the Management Period which will end on December 31, 2021. The environmental work performed by LMC is on-going and LMC has requested an additional six-year extension to further continue environmental investigations, monitoring and remedial activities. In order to retain flexibility, County shall have the option to terminate the Access Easement Agreement anytime during the last five years of the extension.

Staff recommends approval of the Third Amendment to the Access Easement Agreement. County Counsel has reviewed the Third Amendment to the Access Easement Agreement and has approved it as to form.

Prev. Agn. Ref.: M.O. 3.19 of 12/19/2006 (Access Easement Agreement)
M.O. 12.1 of 12/8/2009 (1st Amendment)
M.O. 12.3 of 12/15/2015 (2nd Amendment)

CEQA Findings

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STATE OF CALIFORNIA**

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption) and categorically exempt from CEQA pursuant to Section 15306 (Information Collection).

The Project contemplated in this staff report simply involves extending an existing access easement between County and LMC for continued environmental investigations, monitoring and remedial activities. The Project involves no expansion of approved uses and would not have a direct, indirect, or cumulatively significant effect on the environment. A NOE to this effect will be filed by the RCDWR with the County Clerk upon Project approval.

Impact on Residents and Businesses

Approval of the Third Amendment to the Access Easement Agreement will not have an impact on Residents or Businesses.

ATTACHMENTS:

- A. CEQA NOE 21-08
- B. Third Amendment to the Access Easement Agreement



Jason Farin, Principal Management Analyst

12/6/2021



Gregory E. Priamos, Director County Counsel

12/1/2021

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

THIS THIRD AMENDMENT TO ACCESS EASEMENT ("Third Amendment") is made on December 14, 2021, between **RIVERSIDE COUNTY**, a political subdivision of the State of California ("**Grantor**") and **LOCKHEED MARTIN CORPORATION**, a Maryland corporation ("**Grantee**").

RECITALS

A. Grantor and Grantee entered into an Access Easement; Environmental Restriction dated December 19, 2006, and recorded on May 3, 2007 ("Original Easement") as Document No. 2007-0299925 in the Land Records of Riverside County, California, as amended by the First Amendment to Access Easement dated December 8, 2009 ("First Amendment") and the Second Amendment to Access Easement dated December 15, 2015 ("Second Amendment") covering real property in Riverside County more particularly described in the Original Easement.

B. Paragraph 4 of the Original Easement grants Grantee the operational control over the Property for a three-year Management Period, in order to perform specific environmental investigations, monitoring and remedial activities.

C. The term of the Management Period was extended to December 31, 2021 by the Grantee's exercising successive one-year options as granted in the First Amendment and Second Amendment.

D. Grantor and Grantee desire to amend the Easement to further extend its term and add termination language, as more particularly set forth in this Third Amendment.

E. The Original Easement together with the First Amendment, Second Amendment and this Third Amendment shall collectively be referred to as the Easement.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by each party, the parties agree as follows:

1. Recitals; Defined Terms. The Recitals are incorporated into this Third Amendment by reference. All defined terms used in this Third Amendment but not otherwise defined shall have the meanings given in the Original Easement.

2. Amendment. The parties agree that the Management Period is extended through December 31, 2022. Grantee may request one five-year extension of the Management Period, approval of which may be granted, in writing, by Grantor. Grantor may terminate the Easement at any time without cause upon 90 days' written notice served upon Grantee, stating the effective date of termination. In such event that Grantor terminates the Easement without cause and provides written notice as specified above, Grantee shall execute and record in the Official Records of Riverside County, California, a quitclaim deed quitclaiming to Grantor or its successor-in-interest all of Grantee's rights under this Easement.

3. Except as specifically amended by this Third Amendment, the Easement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment or have had it signed by their duly authorized representatives, the date and year noted above.

WITNESS:


DEPUTY

COUNTY OF RIVERSIDE,

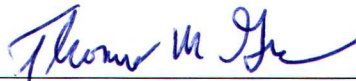
A political subdivision of the State of California

BY: 
Printed Name: KAREN SPIEGEL
Title: CHAIR, BOARD OF SUPERVISORS




LOCKHEED MARTIN CORPORATION

By: LMC Properties, Inc., Attorney-In-Fact under
Irrevocable Power of Attorney Effective April 14,
2016

BY: 
Printed Name: Thomas Green
Title: Director of Real Estate

APPROVED AS TO FORM
Gregory P. Priamos
County Counsel

By: 
Wesley Stanfield
Deputy County Counsel

STATE OF MARYLAND)

COUNTY OF Harford)

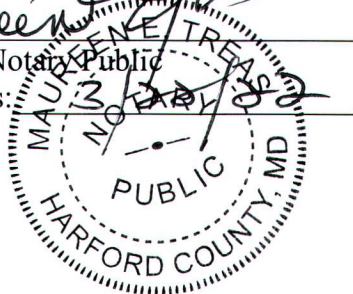
On Nov 22, 2021, before me Maureen Treas a Notary Public in and for the State and County aforesaid, personally appeared Thomas Green, known to me or satisfactorily proven to be the individual whose name is subscribed above, who acknowledged himself/~~herself~~ to be the Director of Real Estate of LMC Properties, Inc., a Maryland corporation serving in its capacity as Attorney-In-Fact for Lockheed Martin Corporation pursuant to Irrevocable Power of Attorney Effective April 14, 2016, and that he/~~she~~, as such Director of Real Estate being authorized to do so, executed the foregoing instrument on behalf of said Corporation by signing the name of the Corporation by himself/~~herself~~ as such Director of Real Estate.

WITNESS my hand and official seal.

Signature: Maureen Treas (Seal)

Notary Public

My commission expires: 3/22/22



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on. *12/16/21*
Date *PR*
Initial

NOTICE OF EXEMPTION

DATE: November 22, 2021

TO: County Clerk, County of Riverside (County)

PROJECT CASE NO/TITLE: NOE 21-08/Third Amendment to Access Easement Agreement between the County and Lockheed Martin Corporation (LMC).

PROJECT LOCATION: County owned property within Laborde Canyon, near Lamb Canyon Landfill, Beaumont CA.

PROJECT DESCRIPTION: Third Amendment to the Access Easement Agreement between the County and LMC, to provide a one year extension of the Management Period and to provide for a five year extension if requested by the Grantee.

PUBLIC AGENCY APPROVING PROJECT: County of Riverside

PROJECT SPONSORS: Department of Waste Resources
(RCDWR), LMC

The project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

EXEMPT STATUS:

- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☐ Statutory Exemption:
- ☒ Categorical Exemption
- ☒ Other Exemption:

Section 15306, Information Collection
Section 15061(b)(3), General Rule Exemption

REASONS FOR EXEMPTION:

Section 15061(b)(3) - General Rule Exemption

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

DEC 14 2021 / 2.1

This project is exempt under Section 15061(b)(3) because:

The Project proposes to extend an existing access easement between the County and LMC for continued environmental investigations, monitoring, and remedial activities. The Project involves no expansion of approved uses and would not have a direct, indirect, or cumulatively significant effect on the environment. The Project would not have an effect on environmental resources, as such the Project meets the scope and intent of Section 15061(b)(3), General Rule Exemption.

Based upon the entire record, the Project would not result in the potential for any significant effect on the environment. This determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4th 372.

Section 15306, Information Collection

Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in serious or major disturbances to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted or funded.

This project is exempt under Section 15306 because:

The Project proposes to extend an existing access easement between County and LMC for continued environmental investigations, monitoring and remedial activities. As such, due to the environmental remediation nature of the project, which involves site visits, data gathering during inspections and the execution of required site remediation activities, when necessary, the Project is found not to affect any environmental resources; therefore, the Project meets the scope and intent of Section 15306, Categorical Exemption.

FINDINGS:

1. Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
2. The proposed Project is exempt from CEQA pursuant to Section 15061(b)(3), and categorically exempt from CEQA pursuant to Section 15306.
3. It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA as previously identified.

NOE 21-08

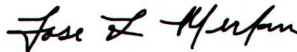
Third Amendment to Access Easement Agreement between the County and LMC

November 22, 2021

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If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

Hans Kernkamp, General Manager - Chief Engineer
Riverside County Department of Waste Resources

By: 
Jose Merlan

Title: Urban/Regional Planner IV

Date: November 22, 2021

DM# 283564