

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

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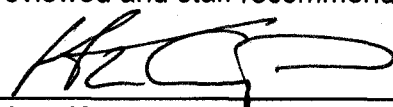
FROM: Economic Development Agency and Waste Management

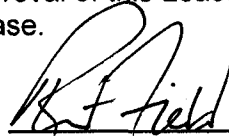
SUBMITTAL DATE:
June 16, 2009

SUBJECT: Lease Agreement at the Closed West Riverside Landfill

RECOMMENDED MOTION: That the Board approve the Lease Agreement with Chester Timothy Adams and authorize the Chairman to execute the agreement.

BACKGROUND: On November 18, 1997, the Board approved a similar lease agreement with Riverside County Raceway Park. That lease required the proponents to obtain the necessary land use and regulatory approvals within one year after execution. After two and a half years, on May 23, 2000, the Board terminated the lease when no progress had been made on the project and lease payments lapsed. Interest was expressed for use of the property which resulted in Request for Proposal to be issued through the Economic Development Agency (EDA) on December 28, 2008. On February 27, 2009 one proposal was received from Mr. Adams and the attached lease agreement was negotiated. In addition, EDA has determined that this lease is exempt under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061, subdivision (b)(3), and 15262. EDA shall file a Notice of Exemption within 72 hours of County approval of this Lease Agreement. County Counsel has reviewed and staff recommends approval of the lease.

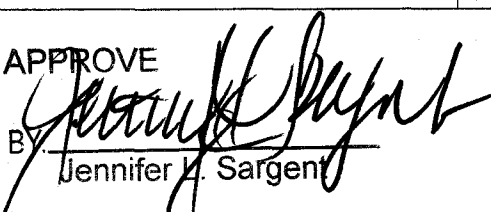

Hans W. Kernkamp, General Manager-Chief
Engineer, Waste Management


Robert Field
Assistant County Executive Officer/EDA


FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Not Applicable	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer V. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  Cynthia M. Gunzel 6-18-09
DATE
SYNTHIA M. GUNZEL
Departmental Concurrence

Dep't Recomm.: Consent Policy Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 10.3 of 5/23/2000 | District: 2 | Agenda Number:

3.43

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REVENUE GROUND LEASE

Chester Timothy Adams as "LESSEE",
And County of Riverside on behalf of Waste Management Department, as "COUNTY"

The **COUNTY OF RIVERSIDE**, a political subdivision of the State of California herein called COUNTY, leases to Chester Timothy Adams, also known as Tim Adams, hereinafter called LESSEE, the property described below, upon following terms and conditions:

1. **Description.** The site to be leased hereby consists of approximately 80 acres of County-owned land situated on the inactive West Riverside landfill site, which is located in an Unincorporated County area of Riverside County, California as more particularly described as Assessor's Parcel Numbers 178-281-006, 178-290-003, 178-290-006 and 178-290-013 on Exhibits "B-1" and "B-2" (the Premises) attached hereto and, by this reference made a part of this Lease.

2. **Use**

a. The Premises are leased hereby for the exclusive purpose of developing and operating automobile race facilities consistent with all applicable regulatory and legal requirements for closure and post-closure usage.

b. The uses detailed in (a) above are the primary ones envisioned in this Lease. LESSEE and COUNTY acknowledge that a start-up period of eighteen (18) months is necessary to begin implementing the intended usage, due to the time needed for planning approval and construction of the initial phase of the automobile race facilities. During the initial eighteen (18)-month period which will commence after the date the Lease is executed by COUNTY, LESSEE shall prepare and submit to the appropriate agencies, at their sole cost and expense, all of the required documents (including permit fees) that are necessary to obtain approval for the planned facility including the use and operation of the automobile race facilities. This includes, but is not limited to: a Change of Zone, Conditional Use Permit, Environmental Review (including CEQA documentation/approvals), and a Revised Land Closure and Post Closure Maintenance Plan (CPCMP), in compliance with all regulatory requirements. Upon approval of all county land use and state regulatory permits, the LESSEE shall within two (2) months submit to COUNTY construction plans and specifications for the construction of the automobile race facilities.

c. Lessee shall comply with all applicable zoning, building and development regulations of any city, county, state or federal jurisdiction affecting the Premises, and any directives of the Local Enforcement Agency affecting landfill post closure operations of the Premises. Lessee shall be responsible for and the use of the Premises will be subject to and contingent upon an environmental review pursuant to the California Environmental Quality Act (CEQA) before any uses are made of the site.

d. LESSEE shall install adequate signage on the Premises identifying LESSEE as the operator to assist individuals in the matters of site operations, traffic flow, and provide a contact of LESSEE (with phone number) to call in case of emergency.

1 e. LESSEE shall operate the entrance gate and collect gate fees. All
2 forms of compensation which are received from any source including, but not limited to the
3 public, participants, advertisers, and concessions which use the facilities, shall be included in
the accounting of the Total Gross Receipts utilized in Section 4 herein as the basis for lease
payments.

4 f. LESSEE shall cooperate with COUNTY with its continued service or
5 further development of the gas collection system, flare station, and post closure maintenance.
6 LESSEE understands and acknowledges that the site is a landfill which produces hazardous
7 gases, and that several environmental controls including but not limited to the cover system,
8 groundwater monitoring network, gas probes, drainage facilities, flare station, and gas
9 collection system, will require repair and maintenance. Exhibit A – Site Map, represents the
10 site, including the locations of some of the environmental controls that exist at the site and is
11 attached hereto and, by this reference made a part of this Lease; however, it should be noted
12 that other important controls may exist that will need to be protected in place. LESSEE
13 understands and acknowledges that it is their responsibility to fully investigate the site
14 conditions. COUNTY shall not be responsible for any damage to LESSEE's site
15 improvements, as a result of any COUNTY operations or maintenance. LESSEE understands
16 and agrees to reimburse COUNTY within forty five (45) days of billing for any additional
17 monitoring cost, maintenance cost, or modifications which in the sole discretion of the
COUNTY results from the proposed land use. Upon start of construction by LESSEE,
LESSEE shall take over the responsibility of performing certain post closure maintenance
tasks within the entire site and in accordance with the revised CPCMP referred to in item 2.b
above. This responsibility by LESSEE shall include, but not be limited to, maintenance and
repairs of the landfill cover system, surface drainage and erosion control system, storm water
(NPDES) compliance, access roads, and site security. The COUNTY shall continue to assume
responsibility of ground water monitoring program, gas collection system and flare station, and
its regulatory reporting. LESSEE shall provide to the COUNTY a performance bond (or other
acceptable assurance approved by COUNTY'S counsel) in the amount of \$150,000 to ensure
proper implementation of the CPCMP requirements that the LESSEE is responsible for as
indicated above. This bond amount shall be posted prior to the start of any construction at the
Premises and maintained throughout the Lease Term and be increased every year by three
percent (3%).

18 **3. Term.** The Term of this Lease shall be for a term of **20** years commencing on
19 **July 15, 2009** and expiring **July 14, 2029**. This Lease shall automatically terminate at the end
20 of **20** years or sooner as allowed for under Section 17. Should the LESSEE fail to obtain the
21 necessary approvals for the project as outlined under Section 2.b, 2.c, and Section 5, within 18
months after the date this Lease is executed by COUNTY, then it shall automatically
terminate, unless an extension is agreed to in writing by COUNTY prior to the termination
date.

22 **4. Lease Payment.**

23 a. LESSEE shall pay 10% of the Total Gross Receipts to the
24 COUNTY as payment for the use of the Premises. The minimum monthly payment
25 amount that the LESSEE shall pay to the COUNTY shall be **One Thousand Five
Hundred dollars (\$1,500)** payable, in advance, on the first day of the month, provided,

1 however, in the event rent for any period during the term hereof which is for less than
2 one (1) full calendar month said rent shall be pro-rated based upon the actual number
3 of days of said month. The first monthly payment shall be payable on the first day of
4 the nineteenth (19th) month after full execution of this Agreement.

5 b. Notwithstanding the provisions of Section 4(a) herein, the monthly
6 rent shall be increased on each anniversary of this Lease by an amount equal to three
7 percent (3%) of such monthly rental.

8 c. Upon COUNTY's request, LESSEE shall make available and provide
9 COUNTY access to all accounting records for review and determination of Total Gross
10 Receipts. This review shall be limited to an annual review.

11 **5. Improvements.**

12 a. **Plan Review.** Upon approval of all county land use and state regulatory
13 permits in accordance with Section 5.d, plans for any improvements, alterations or installation
14 of fixtures by LESSEE to accommodate the uses listed in Section 2 above, and proposed in
15 the future by LESSEE, shall be submitted to COUNTY in writing in order to obtain its written
16 consent to proceed. Any denial shall be in writing and shall be accompanied by reasons for
17 the denial. The entire cost for the permitting, design, construction, etc. of the improvements
18 shall be the LESSEE's sole cost and expense. In constructing the improvements LESSEE
19 shall comply with the Conditions of Construction set forth in Exhibit E and the provisions of this
20 agreement.

21 b. **Ownership of Improvements.** The existing improvements and
22 modifications thereto, including, but not limited to: the flare station, gas collection system,
23 landfill cover, and drainage system on the Premises shall remain the property of COUNTY.
24 Any new improvements constructed by LESSEE on the Premises shall be owned by LESSEE
25 until the expiration or sooner termination of the Term. LESSEE shall not, however, remove any
improvements from the Premises or waste, destroy or modify any improvements on the
Premises, except as permitted by this Lease or in the normal course of business for repair,
modification for enhanced operation, or replacement. The parties covenant and agree for
themselves and all persons claiming under them that the improvements are real property.
Upon expiration or sooner termination of the Term of this Lease, all new permanent
improvements placed on the Premises by LESSEE, (for example: lighting, infrastructure, and
other improvements fastened to the ground not including LESSEE owned office or mobile
equipment or other leased equipment) shall, become COUNTY's property free and clear of all
claims and encumbrances to or against them by LESSEE or any third person, and LESSEE
shall defend and indemnify COUNTY against all liability and loss arising from any competing
claims of ownership.

22 c. **Restoration Bond.** LESSEE shall provide a maintenance assurance,
23 clean up/restoration bond (or other acceptable assurance approved by COUNTY'S counsel) in
24 the amount of \$100,000.00 which sum shall be available to COUNTY to provide maintenance
25 assurance for items that are not specified in or covered by the CPCMP for the landfill, or
environmental remediation to the Premises or adjoining parcels in the event LESSEE activities
cause environmental damage. This bond amount shall be posted prior to the start of any

1 construction at the Premises and maintained throughout the Lease Term and be increased
2 every year by three percent (3%).

3 d. **Regulatory Compliance and Approval.** All proposed improvements
4 shall be designed and constructed in compliance with all applicable laws, including but not
5 limited to the following: Federal, State, County, and Local building codes; Landfill regulations,
6 including but not limited to Federal Code of Regulations, Title 40 and California Code of
7 Regulations, Titles 14, 23, and 27; Fire codes; the Americans with Disabilities Act; National
8 Pollution Discharge and Elimination System (NPDES) requirements (as outlined in Section
9 6.g); and the Labor Code. Any improvements must either preserve landfill environmental
10 controls, or improve/replace existing controls with equal or better systems as approved by the
11 appropriate regulatory agencies and COUNTY.

12 i. **Third Party Quality Control/Quality Assurance.** Any
13 construction must be observed and documented by an independent third party QA/QC
14 consultant as required by California State Regulations, Title 27. The LESSEE will be required
15 to retain the appropriate consultant services to meet this regulatory requirement.

16 ii. **Written Approval.** The LESSEE shall be required to obtain
17 clear, definitive written approval of all planned improvements and activities from the
18 appropriate regulatory agencies. LESSEE shall also obtain written final acceptance of the
19 completed work from the appropriate regulatory agencies. All written approval and final
20 acceptance documentations from regulatory agencies shall be forwarded to the COUNTY.
21 LESSEE shall not continue with any work until COUNTY has received copies of the written
22 regulatory agency approval documentation and advised the LESSEE, in writing, that work may
23 begin on improvements.

14 **6. Custodial Maintenance.**

15 a. **Physical Condition of the Land.** To the best of COUNTY's
16 knowledge, and without having made any independent investigation or study, the Premises
17 are not contaminated by any hazardous or toxic materials. Notwithstanding the foregoing
18 language, COUNTY makes no covenant, representation or warranty of any kind, nature or sort
19 respecting the condition of the soil or subsoil or any other physical or environmental condition
20 of the Premises. LESSEE may, at its sole expense, perform any tests of the soil or subsoil of
21 the Premises it may deem necessary or appropriate, and COUNTY has heretofore
22 recommended, and hereby recommends, that LESSEE, prior to commencement of the term of
23 the Lease, conduct an environmental site assessment on the land in order to facilitate the
24 planning and conduct of the proposed operations by LESSEE, and LESSEE does hereby
25 assume any and all risk and responsibility for any such condition of the Premises, or the soil or
subsoil thereof throughout the entire term of the Lease, and, in accordance with Section 11.b),
shall indemnify, defend, save and hold harmless the COUNTY its Agencies, Districts, Special
Districts and Departments, their respective directors, officers, Board of Supervisors, elected
and appointed officials, employees, agents and representatives from and against any and all
claims, demands, debts, damages, liabilities, costs, expenses, suits, actions or causes of
action, which are in any manner related to the condition of the Premises, including, but not by
way of limitation, the soil and subsoil thereof, throughout the term of the Lease.

1 b. LESSEE, at its expense shall provide for its own custodial/maintenance
2 services in connection with the Premises, including without limitation, keeping the building and
the grounds in a neat and attractive condition including weed abatement and litter control.

3 c. In addition to the requirements of Section 5, LESSEE shall promptly and
4 diligently repair, paint, restore, and replace as required to maintain, or to remedy all damage to
5 or destruction of all or any part of any improvements and/or the Premises. The completed
6 work of maintenance, compliance, repair, restoration, or replacement shall be equal in value,
7 quality and use to the condition of any improvements on the Premises before the event giving
8 rise to the work, except as expressly provided to the contrary in this Lease. COUNTY shall not
9 be required to furnish any services or facilities or to make any repairs or alterations of any kind
in or on the Premises. LESSEE shall be responsible for the repair of any damage to the gas
collection system, flare station, landfill cover or drainage system. COUNTY's election to
perform any obligation of LESSEE under this provision or LESSEE's failure or refusal to do so
shall not constitute a waiver of any right or remedy for LESSEE's default, and LESSEE shall
promptly reimburse, defend and indemnify COUNTY against all liability, loss, cost and
expense arising from such election.

10 i. For repairs and restoration of the landfill cover system, the
11 LESSEE shall replace any disturbed soil material with the requirements as found in the
12 attached Exhibit C – Cover Restoration Requirements. Third party observation and Quality
Assurance/Quality Control testing is required in accordance with Section 5.d.i, and as stated in
the attached.

13 d. LESSEE waives the provisions of California Civil Code Sections 1941
14 and 1942 with respect to COUNTY obligations for lease ability of the Premises and LESSEE's
right to make repairs and deduct the expenses of such repairs from Lease payments.

15 e. LESSEE shall be responsible for fire prevention and control on the
16 Premises upon start of construction.

17 f. LESSEE shall be responsible for fencing and security of the Premises
upon start of construction.

18 g. LESSEE shall be responsible for drainage and storm water compliance
19 on the Premises during the entire term of this Agreement. The LESSEE shall prepare and
20 implement a Storm Water Pollution Prevention Plan (SWPPP) for construction of the
21 automobile race facilities, to address the existing site and any improvements within the
22 Premises, as required by State or Federal National Pollution Discharge and Elimination
System (NPDES) permitting requirements. The SWPPP is subject to COUNTY acceptance,
as outlined in Section 5.d. Any necessary regular inspections are the responsibility of the
LESSEE. The LESSEE shall notify COUNTY to inform them of scheduled inspections so that
the COUNTY may attend during the physical site inspection.

23 h. LESSEE understands and acknowledges that a private water pipeline,
24 owned by the Jurupa Ditch Company, runs through the property as shown on Exhibit A – Site
Map and Exhibit D – Aerial Photo, attached hereto and, by this reference made a part of this
25 Lease. LESSEE shall be responsible for protecting this infrastructure in place.

1 **7. Utilities.** LESSEE shall pay any applicable connection charges and pay for all
2 utility services, including, but not limited to, telephone, electric, and water services as may be
3 required in the maintenance, operation and use of the Premises.

4 **8. Inspection of Premises.** COUNTY, through its duly authorized agents, shall
5 have, at any time, the right to enter the Premises for the purpose of inspecting, monitoring and
6 evaluating the obligations of LESSEE hereunder and for the purpose of doing any and all
7 things which it is obligated and has a right to do under this Lease.

8 **9. Quiet Enjoyment.** LESSEE shall have, hold and quietly enjoy the use of the
9 Premises so long as it shall fully and faithfully perform the terms and conditions that it is
10 required to do under this Lease.

11 **10. Compliance with Government Regulations.** LESSEE shall, at LESSEE's
12 sole cost and expense, comply with the requirements of all local, state and federal statutes,
13 regulations, rules, ordinances and orders now in force or which may be hereafter in force,
14 pertaining to the Premises. The final judgment, decree or order of any Court of competent
15 jurisdiction, or the admission of LESSEE in any action or proceedings against LESSEE,
16 whether LESSEE be a party thereto or not, that LESSEE has violated any such statutes,
17 regulations, rules, or ordinances, or orders, in the use of the Premises, shall be conclusive of
18 that fact as between COUNTY and LESSEE.

19 **11. County Approved Workplan Required Before Any Work**

20 a. All work done by LESSEE pursuant to this Agreement, including but not
21 limited to necessary investigations, surveys, studies, construction, type of equipment to be
22 used, etc., is strictly subject to COUNTY's prior written approval of a "Workplan" to be
23 submitted by LESSEE which at a minimum shall include but shall not be limited to: a clear
24 description of the scope of work contemplated; maps sufficient to analyze impacts to existing
25 facilities; locations of proposed investigation/disturbance (i.e., borings, compaction tests,
excavations, etc.); any necessary regulatory permits; a restoration plan to immediately return
the facility to its pre-investigation state; equipment types and specifications; schedule of
activities; a Storm Water Pollution and Prevention Plan (SWPPP) as stated in Section 6.g; a
Spill Prevention Control and Countermeasure (SPCC) Plan (if required pursuant to Federal
Regulations 40 FCR part 112); Emergency Action Plan; Hazardous Materials Business
Emergency Plan (if storage of hazardous materials exceeding 55 gallons of liquids, 500
pounds of solids, or 200 cubic feet of compressed gases is considered); and a Health and
Safety Plan. LESSEE shall provide whatever additional information, or satisfy any additional
requirements, as may be required by COUNTY prior to the start of any work. The "Workplan"
must also be approved by the following entities: California Regional Water Quality Control
Board, California Integrated Waste Management Board, Riverside County Department of
Environment Health (Local Enforcement Agency), and the South Coast Air Quality
Management District, as stated in Section 5.d.ii.

 b. Requirements of a Workplan may be waived by COUNTY for an initial
site visit provided LESSEE submits a written request for a site visit stating: the reason for the
inspection, the area to be inspected and provides a confirmation that no alterations of any kind
will be done to the ground or any engineering controls on the Premises.

1 **12. Insurance and Indemnity.**

2 a. **Insurance.** LESSEE shall obtain, or cause to be obtained, and keep in
3 force for the term of this Lease the following insurance policies which cover any acts or
4 omissions of LESSEE, or its employees, contractors, and agents engaged in the provision of
5 service specified in the Lease:

6 i. **Workers Compensation** LESSEE shall obtain, or cause to
7 obtain, workers compensation coverage in accordance with the statutory requirements of the
8 State of California.

9 ii. **Comprehensive General Liability.** LESSEE shall obtain and
10 maintain, or cause to be obtained and maintained, in full force and effect throughout the entire
11 Term of this Lease a Broad Form Comprehensive General Liability (occurrence) Policy with a
12 minimum limit of Three Million Dollars (\$3,000,000) aggregate and Two Million Dollars
13 (\$2,000,000) per occurrence for bodily injury and property damage. Said insurance shall
14 protect LESSEE, COUNTY, and their elected or appointed officials, employees, and agents,
15 from any claim for damages for bodily injury, including accidental death, as well as from any
16 claim for property damage which may arise from operation of the Premises and vehicles while
17 on the landfill site, whether such operations be by LESSEE itself, or by its agents and/or
18 employees. Copies of the policies or endorsements evidencing the above required insurance
19 coverage shall be filed with the Assistant County Executive Officer of EDA/FM. All of the
20 following endorsements are required to be made a part of the insurance policies required by
21 this Section:

22 1. It is understood and agreed by LESSEE that the
23 insurance provided by LESSEE, or insurance has caused to be provided, shall be primary
24 insurance and the County's insurance and/or deductibles and/or self-insured program shall not
25 be construed as contributory.

 2. LESSEE's insurance shall act for each insured, as
though a separate policy had been written for each. This, however, shall not act to increase
the limit of liability of the insuring company.

 3. LESSEE shall cause its insurance carrier(s) to furnish
COUNTY by direct mail with certificate(s) of insurance showing that such insurance is in full
force and effect, and COUNTY is named as additional insured with respect to this Lease
Agreement and the obligations of LESSEE hereunder. Further, said certificate(s) shall contain
the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to
COUNTY prior to modification, cancellation or reduction in coverage of such insurance. In the
event of any such modification, cancellation or reduction in coverage and on the effective date
thereof, this Lease shall terminate forthwith, unless COUNTY receives prior to such effective
date another certificate from an insurance carrier that the insurance required herein is in full
force and effect.

 iii. LESSEE shall procure and maintain a policy of insurance to cover
sudden and accidental and gradual release of any and all pollutants. Policy shall provide coverage
for bodily injury and property damage and clean up in an amount not less than one million dollars
(\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate which shall be excess the

1 deductible or Self Insured Retention. Policy shall name COUNTY and the Riverside County Waste
2 Resources Management District as additional insured and provide a waiver of subrogation in favor of
3 COUNTY and the Riverside County Waste Resources Management District. Any policy and its
certificate provided for the insurance required by this paragraph shall require an extended reporting
period of one year with a minimum ninety sixty (60) days notice of cancellation.

4 The limits of such insurance coverage, and companies, shall be subject to review and
5 approval by the Assistant County Executive Officer of EDA/FM every year and may be
6 modified at that time at the Assistant CEO's sole discretion and a demonstration of reasonable
need. The COUNTY shall be named as additional insured on all policies and endorsements.

7 **b. Indemnity.**

8 i. Lessee represents that it has inspected the leased premises,
9 accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.
10 County shall not be liable to Lessee, its officers, agents, employees, subcontractors or
11 independent contractors for any personal injury or property damage suffered by them which
12 may result from hidden, latent or other dangerous conditions in, on, upon or within the leased
13 premises; provided, however, that such dangerous conditions are not caused by the sole
14 negligence of County, its officers, agents or employees.

15 ii. Lessee shall indemnify and hold County, its officers, agents,
16 employees and independent contractors free and harmless from any liability whatsoever,
17 based or asserted upon any act or omission of Lessee, its officers, agents, employees,
18 subcontractors and independent contractors, for property damage, bodily injury, or death
19 (Lessee's employee included) or any other element of damage of any kind or nature, relating
20 to or in anywise connected with or arising from its use and responsibilities in connection
21 therewith of the leased premises or the condition thereof, and Lessee shall defend, at its
22 expense, including without limitation, attorney fees, expert fees and investigation expenses,
23 County, its officers, agents, employees and independent contractors in any legal action based
24 upon such alleged acts or omissions. The obligations to indemnify and hold County free and
25 harmless herein shall survive until any and all claims, actions and causes of action with
respect to any and all such alleged acts or omissions are fully and finally barred by the
applicable statute of limitations.

iii. The specified insurance limits required in Paragraph 12a. above
shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County free
and harmless herein.

13. Assignment. Neither this Lease or any part thereof nor performance under the
Lease shall be assigned, delegated, or transferred by LESSEE without the prior written
consent of COUNTY.

14. Operating Permit Modifications. LESSEE shall cooperate with COUNTY in
modifying operating permits as may be required by local, state, federal agencies or COUNTY.

15. Toxic Materials. During the Term of this Lease and any extensions thereof,
LESSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to

1 industrial hygiene or to the environmental condition on, under or about the Premises including,
2 but not limited to, soil and groundwater conditions. Further, LESSEE, its successors, assigns
3 and sublessee, shall not use, generate, manufacture, produce, store or dispose of on, under or
4 about the Premises or transport to or from the Premises any flammable explosives, asbestos,
5 radioactive materials, hazardous wastes, toxic substances or related injurious materials,
6 whether injurious by themselves or in combination with other materials (collectively,
7 "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but
8 not be limited to, substances defined as "hazardous substances", "hazardous materials", or
9 "toxic substances" in the Comprehensive Environmental Response, Compensation and
10 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
11 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
12 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
13 Section 25117 of the California Health and Safety Code or as "hazardous substances" in
14 Section 25316 of the California Health and Safety Code; and in the regulations adopted in
15 publications promulgated pursuant to said laws.

16 **16. Employees and Agents of LESSEE.** It is understood and agreed that all
17 persons hired or engaged by LESSEE shall be considered to be employees or agents of
18 LESSEE and not of COUNTY.

19 **17. Termination.**

20 a. County shall have the right to terminate this Lease immediately:

21 i. In the event LESSEE fails to perform any of its duties or
22 obligations hereunder.

23 ii. In the event LESSEE conducts any activity within the Premises
24 not authorized by this Lease.

25 iii. In the event LESSEE's use, contemplated or actual, of the
Premises in any manner whatsoever adversely affects or it is otherwise inconsistent with the
operation or use by COUNTY of the Premises.

b. COUNTY shall have the right to terminate this Lease at any time and for
any reason COUNTY deems appropriate; and LESSEE shall thereafter cease work
immediately and have thirty (30) working days to remove all of its equipment from the
Premises.

18. Binding on Successors. LESSEE, its assigns and successors in interest,
shall be bound by all the terms and conditions contained in this Lease, and all of the parties
thereto shall be jointly and severally liable hereunder.

19. Severability. The invalidity of any provision in this Lease as determined by a
court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20. Venue. Any action at law or in equity brought by either of the parties hereto for
the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of
competent jurisdiction in the County of Riverside, State of California, and the parties hereto

1 waive all provisions of law providing for a change of venue in such proceedings to any other
2 county.

3 **21. Attorney's Fees.** In the event of any litigation or arbitration between LESSEE
4 and COUNTY to enforce any of the provisions of this Lease or any right of either party hereto,
5 the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
6 costs and expenses, including reasonable attorney's fees, incurred therein by the successful
7 party, all of which shall be included in and as a part of the judgment rendered in such litigation
8 or arbitration.

9 **22. Liens.** LESSEE shall not permit to be placed against the Premises, or any part
10 thereof, any design professionals', mechanics', materialmen's contractors or subcontractors'
11 liens with regard to LESSEE's actions upon the Premises. LESSEE agrees to hold COUNTY
12 harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from
13 any such liens which might be filed against the Premises.

14 **23. Notices.** All notices, consents or other communications which are required or
15 permitted by this Agreement to be served on or given to any party shall be in writing and shall
16 be deemed served or given when personally delivered or, in lieu of personal delivery, on
17 receipt, rejection or return undelivered, when deposited in the United States mail, first-class,
18 certified or registered, postage prepaid, return receipt requested or overnight mail delivery
19 service, addressed to the applicable party at the address which is provided in this paragraph.
20 Unless notice of a different address has been given in accordance with this Section, all such
21 notices shall be addressed as follows:

22 COUNTY:

23 Economic Development Agency
24 3133 Mission Inn Avenue
25 Riverside, CA 92507

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

LESSEE:

Chester Timothy Adams
P.O. Box 3528
Riverside, CA 92519-3528

or to such other addresses as from time to time shall be designated by the respective parties.

24. Estoppel Certificates.

a. In the event of a proposed sale or refinancing of the Premises or any part thereof, at any time and from time to time, within twenty (20) days after notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect; or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement and acknowledging that there are no uncured defaults or failures to perform any covenant or Provision of this Lease on the part of the requesting party or specifying any such defaults or failures which are claimed to exist. The statement shall also state the dates to which the Rent and any other charges have

1 been paid in advance. The statement shall be such that it can be relied on by any auditor,
2 creditor, commercial banker, and investment banker of either party and by any prospective
3 purchaser or the lender of the Premises or all or any part or parts of LESSEE's or COUNTY's
4 interests under this Lease.

5 b. Either party's failure to execute, acknowledge, and deliver, on request,
6 the certified statement described above within the specified time shall constitute
7 acknowledgment by such party to all persons entitled to rely on the statement that this Lease
8 is unmodified and in full force and effect and that the rent and other charges have been duly
9 and fully paid to and including the respective due dates immediately preceding the date of the
10 notice of request and shall constitute a waiver, with respect to all persons entitled to rely on
11 the statement, of any defaults on the requesting party's part that may exist before the date of
12 the notice.

8 **25. Surrender of Premises.**

9 a. Prior to starting any construction, the LESSEE shall post a
10 Demolition/Restoration Bond which may be used for the removal of structures and restoration
11 of the land to its original condition at the end of the lease. The amount of this bond for each
12 construction phase shall be determined by the COUNTY after review of the Grading and
13 Construction Plans. This bond amount shall be posted prior to the start of any construction at
14 the site and maintained throughout the Lease Term and be increased every year by three
15 percent (3%).

16 b. At the expiration or earlier termination of the Term, LESSEE shall
17 surrender to COUNTY the possession of the Premises. Surrender or removal of
18 improvements shall be as directed in the provisions of this Lease on ownership of
19 improvements at expiration or termination. LESSEE shall leave the surrendered property and
20 any other property in good and broom clean condition. All property that LESSEE is not
21 required to surrender but that LESSEE does abandon shall, at COUNTY's election, become
22 COUNTY's property at expiration or the sooner termination of this Lease.

23 **26. Non Discrimination.** LESSEE shall not discriminate in its recruiting, hiring,
24 promotion, demotion or termination practices on the basis of race, religious creed, color,
25 national origin, ancestry, physical handicap, medical condition, marital status or sex in the
26 performance of this contract and, to the extent they shall be found to be applicable hereto,
27 shall comply with the provisions of the California Fair Employment Practices Act (commencing
28 with Section 1410 of the Labor code), and the Federal Civil Rights Act of 1964 (P.1. 88-352).

29 **27. Miscellaneous.**

30 a. **Governing Law.** This Lease shall be construed and interpreted in
31 accordance with the laws of the State of California.

32 b. **Covenants and Conditions.** All provisions, whether covenants or
33 conditions, on the part of LESSEE shall be deemed to be both covenants and conditions.
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35

1 c. **Waiver.** The waiver by COUNTY or LESSEE of any breach or default
2 by the other party of any term, covenant, or condition herein contained shall not be deemed to
3 be a waiver of such term, covenant, or condition or any subsequent breach or default of the
4 same or any other term, covenant, or condition herein contained. The subsequent acceptance
5 of rent hereunder by the COUNTY shall not be deemed to be a waiver of any preceding
6 breach or default by LESSEE of any term, covenant, or condition of this Lease, other than the
7 failure to pay the particular rents so accepted, regardless of COUNTY's knowledge of such
8 preceding breach or default at the time of acceptance of such rent.

9 d. **No Joint Venture.** Nothing contained herein shall be construed to
10 render the COUNTY in any way or for any purpose a partner, joint venture, or associated in
11 any relationship with LESSEE other than that of COUNTY and LESSEE, nor shall this Lease
12 be construed to authorize to act as agent for the other.

13 e. **Exhibits.** All exhibits to which reference is made in this Lease are
14 hereby incorporated by reference. Any reference to "this Lease" includes matters incorporated
15 by reference.

16 f. **Entire Agreement; Modification.** This Lease contains the entire
17 agreement between the Parties. No verbal agreement or implied covenant, representation,
18 inducement or understanding of any kind or nature shall be held to vary the provisions hereof,
19 any statements, law or custom to the contrary notwithstanding. No promise, representation,
20 warranty, or covenant not included in this Lease has been or is relied on by either party. Each
21 party has relied on its own inspection of the Premises and examination of this Lease, the
22 counsel of its own advisors, and the warranties, representations, and covenants in this Lease
23 itself. The failure or refusal of either party to inspect the Premises, to read this Lease or other
24 documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of
25 any objection, contention, or claim that might have been based on such reading, inspection, or
advice. No provision of this Lease may be amended or varied except by an agreement in
writing signed by the parties hereto and the lender under the first Leasehold encumbrance or
their respective successors.

 g. **Consents to LESSEE.** Neither COUNTY's execution of this Lease nor
any consent or approval given by COUNTY hereunder in its capacity as COUNTY shall waive,
abridge, impair or otherwise affect COUNTY's powers and duties as a governmental body.
Any requirements under this Lease that LESSEE obtain consents or approvals of COUNTY
are in addition to and not in lieu of any requirements of law that LESSEE obtain approvals or
permits.

 h. **Records.** COUNTY or any representative or designee thereof may
examine the books and records of LESSEE, or any officer, employee, agent, contractor,
affiliate, related person, assignee or franchise, as such books and records relate to, directly or
indirectly, the disposition of hazardous waste by LESSEE.

 i. **Recordation of Memorandum of Lease.** This Lease shall not be
recorded. A memorandum of this Lease shall be recorded. The parties shall execute the
memorandum sufficient to give constructive notice of this Lease to subsequent purchasers and
lenders.

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j. **Execution in Counterparts.** This Lease, or the memorandum of this Lease, or both, may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

28. Permits, Licenses and Taxes. Except as provided otherwise herein, LESSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and LESSEE shall pay for all fees and taxes levied or required by any authorized public entity. LESSEE recognizes and understands that this Lease may create a possessory interest subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest.

29. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Lease.

30. COUNTY's Representative. COUNTY hereby appoints the General Manager-Chief Engineer as its authorized representative to administer this Lease.

31. Entire Lease. This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous Lease, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

- Attachments:
Exhibit A – Site Map
Exhibit “B-1” and “B-2” – Property Legal Description
Exhibit C – Cover Restoration Requirements
Exhibit D – Aerial Photo
Exhibit E – Conditions of Construction

1 IN WITNESS WHEREOF, this Agreement has been executed and is effective on the date the
2 Board of Supervisors takes action on it.

3 Dated: _____

LESSEE:

4 By: Chester T. Adams
5 Chester Timothy Adams

6 **RECOMMENDED FOR APPROVAL:**

7 By: Robert Field
8 Robert Field
9 Assistant County Executive Officer/EDA

7 By: Hans W. Kernkamp
8 Hans W. Kernkamp
9 General Manager-Chief,
10 Waste Management

COUNTY OF RIVERSIDE

11 **ATTEST:**

11 Kecia Harper-Ihem
12 Clerk of the Board

11 By: _____
12 Jeff Stone, Chairman
13 Board of Supervisors

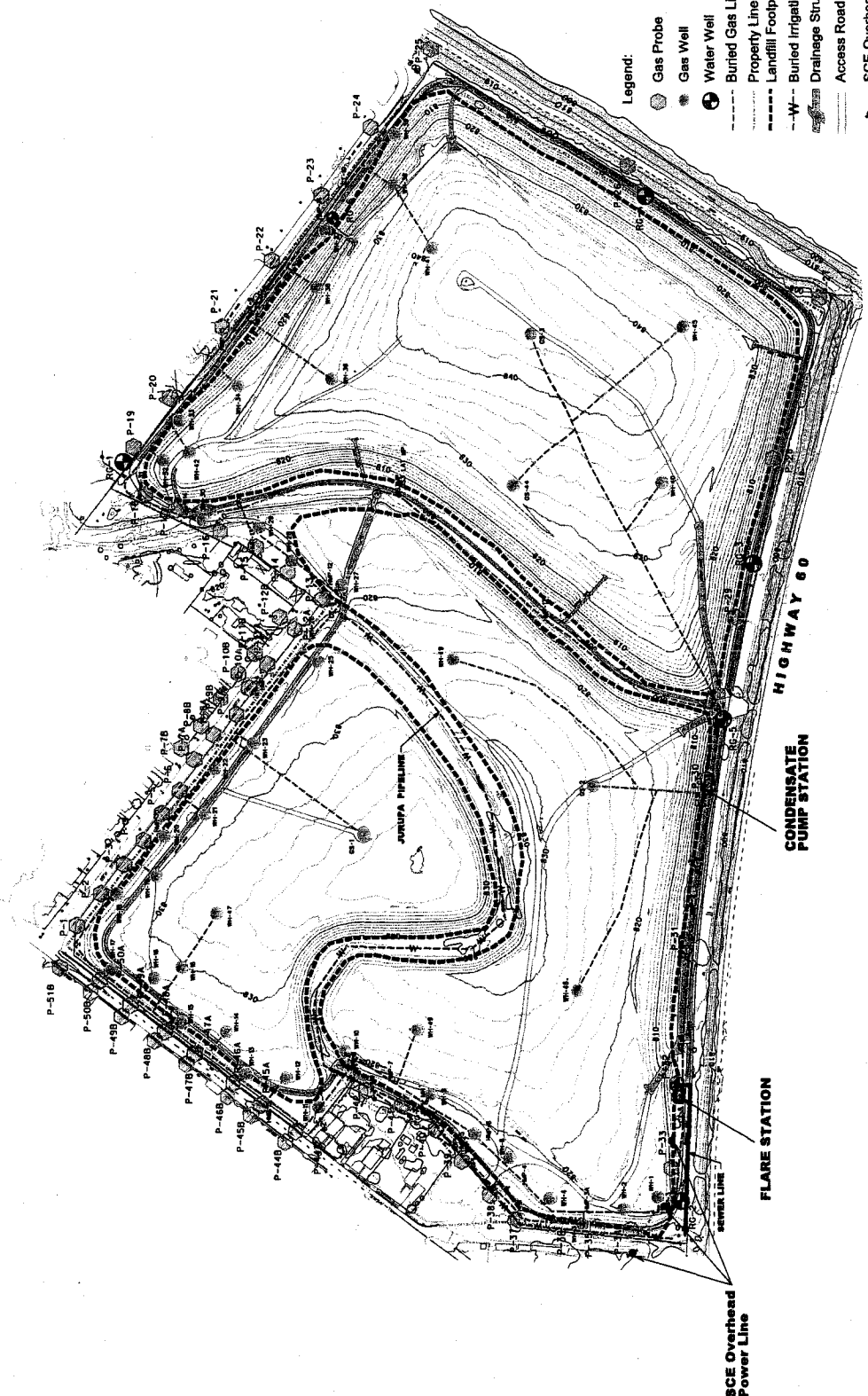
13 By: _____
14 Deputy

15 **APPROVED AS TO FORM:**

15 Pamela J. Walls
16 County Counsel

17
18 By: Synthia M. Gunzel
19 Cynthia M. Gunzel
20 Deputy County Counsel

21 TW:ra
22 061609
23 12.795



- Legend:**
- Gas Probe
 - Gas Well
 - ⊕ Water Well
 - Buried Gas Line
 - - - Property Line
 - - - Landfill Footprint
 - - - Buried Irrigation Line
 - ▭ Drainage Structure
 - Access Road
 - ⊥ SCE Overhead Power Line



West Riverside Sanitary Landfill

Site Map

Exhibit A

File: eng/sites/west_riverside/gokart_race/track/lease_mop_01212009/wr_exh_A_sitemap.dgn

Date: Jan. 21, 2009 Photo Date: Oct. 2005 Scale: 1"=400'

EXHIBIT "B-1"
LEGAL DESCRIPTION OF WEST RIVERSIDE LANDFILL

Parcel 1- (APN 178-290-003):

Being a portion of Lot 2 of the Amended Map of the West Riverside Subdivision recorded in Map Book 4, Page n, records of Riverside County, California as shown on Record of Survey Book 96. Pages 2 through 5, inclusive, records of Riverside County, California, described as follows:

Beginning at the intersection of the Southwesterly right of way of 26th Street and the Northerly line of Lot "D", as shown on said Record of Survey;

Thence South 52° 30' 50" West along said Northerly line of Lot "D", 640.84 feet;

Thence North 88° 37' 10" West along said Northerly line of Lot "D", 300.00 feet;

Thence North 01° 06' 10" West along said Northerly line of Lot "D", 375.29 feet;

Thence North 54° 50' 10" West along said Northerly line of Lot "D", 115.00 feet;

Thence South 84° 22' 50" West along said Northerly line of Lot "D", 265.00 feet;

Thence South 26° 22' 50" West along said Northerly line of Lot "D", 67.08 feet, to a point on the Southwesterly line of that property described in Instrument No. 58017, recorded March 2, 1987, in the office of the County Recorder, records of Riverside County, California:

Thence North 52° 38' 14" West along said Southwesterly line of that property described in Instrument No. 58017 and parallel with the Southwesterly line of said Lot 2, 22.86 feet, to a point on the Northwesterly line of that property described in said Instrument No. 58017;

Thence North 37° 21' 46" East along said Northwesterly line of that property described in Instrument No. 58017, 6.50 feet, to a point on the Northeasterly line of that property described in said Instrument No. 58017;

Thence North 52° 38' 14" West along said Northeasterly line of that property described in Instrument No. 58017, 97.00 feet. to a point on the Northwesterly line of said Lot 2, said point also being on the Southeasterly right of way of Hall Avenue. as shown on said Record of Survey;

Thence North 37° ~ 1' 46" East along said Southeasterly right of way of Hall Avenue, 748.20 feet, to a point on said Southwesterly right of way of 26th Street;

Thence South 52° ~9' 10" East along said Southwesterly right of way of ~6th Street. 1059.56 feet. to the Point of Beginning.

Parcel 2 – (APN 178-290-006 and 178-290-013):

Being a portion of Lot "A" and Lot ~ of the Amended Map of the Indian Hill Tract, recorded in Map Book 1a, Page 3, records of Riverside County, California, as shown on Record of Survey Book 96, Pages 2 through 5, inclusive, records of Riverside County, California, described as follows:

Beginning at the most Easterly corner of Lot "D", as shown on said Record of Survey;

Thence North $41^{\circ} 34' 36''$ East 35.09 feet, to a point on the Northeasterly right of way of 26th Street, as shown on said Record of Survey;

Thence North $52^{\circ} 29' 10''$ West along said Northeasterly right of way of 26th Street, 28.91 feet;

Thence North $37^{\circ} 28' 47''$ East 200.92 feet;

Thence North $52^{\circ} 25' 03''$ West 18.18 feet;

Thence North $25^{\circ} 54' 17''$ East 334.48 feet;

Thence South $52^{\circ} 25' \sim 6''$ East 1279.31 feet, to a point on the Northwesterly right of way of the Santa Ana River, as shown on said Record of Survey;

Thence South $31^{\circ} 32' 32''$ West along said Northwesterly right of way of the Santa Ana River, 1130.03 feet, to a point on the Northerly right of way of State Highway 60, as shown on said Record of Survey, said point also being the beginning of a non-tangent curve, concave Southerly, having a radius of 7624.88 feet, to which a radial bears North $18^{\circ} 06' 06''$ East:

Thence Westerly along the arc of said curve and said Northerly right of way of State Highway 60, 531.84 feet, through a central angle of $03^{\circ} 59' 47''$, to the beginning of a compound curve, concave Southerly, having a radius of 6499.90 feet;

Thence Westerly along the arc of said curve and along said Northerly right of way of State Highway 60, 766.95 feet, through a central angle of $06^{\circ} 45' 38''$:

Thence North $82^{\circ} 39' 19''$ West along said Northerly right of way of State Highway 60, 150.55 feet to the beginning of a curve, concave Southerly, having a radius of 3749.94 feet;

Thence Westerly along the arc of said curve and along said Northerly right of way of State Highway 60, 354.01 feet, through a central angle of $05^{\circ} 24' 32''$;

Thence North $88^{\circ} 03' 51''$ West along said Northerly right of way of State Highway 60, 338.10 feet, to a point on the Northeasterly 22 foot right of way of 28th Street, as shown on said Record of Survey;

Thence North $52^{\circ} 28' 38''$ West along said Northeasterly 22 foot right of way of 28th Street, 90.66 feet, to a point on the Southerly boundary of Blocks 12 and 13, as shown on Map Book 5, Page 116, records of Riverside County, California, also shown on said Record of Survey;

Thence North $41^{\circ} 04' 57''$ East along said Southerly boundary, 11.02 feet, to a point on the Northeasterly 33 foot right of way of 28th Street, as shown on said Record of Survey; Thence North $52^{\circ} 28' 38''$ West along said Northeasterly 33 foot right of way of 28th Street, 90.83 feet, to a point on the Southerly line of Lot "D", as shown on said Record of Survey, said point also being the most Westerly corner of said Lot "D";

Thence North $07^{\circ} 35' 22''$ East along said Southerly line of Lot "D", 312.64 feet;

Thence North $50^{\circ} 25' 22''$ East along said Southerly line of Lot "D", 295.40 feet;

Thence North $22^{\circ} 40' 22''$ East along said Southerly line of Lot "D", 213.28 feet;

Thence North $67^{\circ} 19' 38''$ West along said Southerly line of Lot "D", 1.80 feet, to the beginning of a non-tangent curve, concave Southeasterly, having a radius of 347.00 feet, to which a radial bears North $67^{\circ} 19' 38''$ West;

Thence Northeasterly along the arc of said curve and along said Southerly line of Lot "D", 38.66 feet, through a central angle of $06^{\circ} 23' 00''$, to the beginning of a compound curve, concave Southeasterly, having a radius of 49.00 feet;

Thence Northeasterly along the arc of said curve and along said Southerly line of Lot "D", 44.66 feet, through a central angle of $52^{\circ} 13' 00''$, to which a radial bears North $08^{\circ} 43' 38''$ West;

Thence North $83^{\circ} 47' 22''$ East along said Southerly line of Lot "D", 177.15 feet, to the beginning of a curve, concave Southwesterly, having a radius of 109.00 feet;

Thence Southeasterly along the arc of said curve and along said Southerly line of Lot "D", 102.32 feet, through a central angle of $53^{\circ} 47' 00''$, to the beginning of a compound curve, concave Westerly, having a radius of 69.00 feet;

Thence Southerly along the arc of said curve and along said Southerly line of Lot "D", 55.80 feet, through a central angle of $46^{\circ} 20' 00''$, to which a radial bears South $86^{\circ} 05' 38''$ East;

Thence South $04^{\circ} 16' 22''$ West along said Southerly line of Lot "D", 239.97 feet, to the beginning of a curve, concave Easterly, having a radius of 174.00 feet;

Thence Southerly along the arc of said curve and along said Southerly line of Lot "D", 84.02 feet, through a central angle of $27^{\circ} 40' 00''$, to the beginning of a compound curve, concave Northeasterly, having a radius of 95.00 feet;

Thence Southeasterly along the arc of said curve and along said Southerly line of Lot "D", 101.81 feet, through a central angle of $61^{\circ} 24' 00''$, to which a radial bears South $05^{\circ} 12' 22''$ West;

Thence South $84^{\circ} 55' 38''$ East along said Southerly line of Lot "D", 147.14 feet;

Thence North $82^{\circ} 36' 22''$ East along said Southerly line of Lot "D", 99.60 feet;

Thence North 63° 08' 22" East along said Southerly line of Lot "D", 70.50 feet;

Thence North 57° 14' 22" East along said Southerly line of Lot "D", 94.30 feet;

Thence North 54° 23' 22" East along said Southerly line of Lot "D", 188.88 feet;

Thence North 52° 08' 22" East along said Southerly line of Lot "D", 129.50 feet;

Thence North 41° 34' 36" East along said Southerly line of Lot "D", 239.54 feet, to the Point of Beginning.

Parcel 3 – (APN 178-281-006):

Being a portion of Lot "C" of the Amended Map of the Indian Hill Tract. recorded in Map Book 10, Page 3. records of Riverside County, California. as shown on Record of Survey Book 96. Pages 2 through 5, inclusive. records of Riverside County, California. described as follows:

Beginning at the most Southwesterly comer of Lot "C", as shown on said Record of Survey, said point also being the intersection of the Easterly right of way of Turbine Street and the Northerly line of Lot "D", as shown on said Record of Survey;

Thence North 03° 26' 43" West along said Easterly right of way of Turbine Street, 175.29 feet, to a point on the Southeasterly right of way of Hail Avenue, as shown on said Record of Survey;

Thence North 37° 21' 46" East along said Southeasterly right of way of Hall Avenue, 58.95 feet, to a point on the Southwesterly line of Instrument No. 77775, recorded July 15, 1971, in the office of the County Recorder, records of Riverside County, California, as shown on said Record of Survey;

Thence South 52° 38' 14" East along said Southwesterly line of Instrument No. 77775, 163.13 feet, to a point on said Northerly line of Lot "D", as shown on said Record of Survey;

Thence South 51° 35' 17" West along said Northerly Line of Lot "D", 197.68 feet, to the Point of Beginning.

The hereinabove described parcels are shown on Exhibit "B-2".

RUBIDOUX BLVD

24TH ST

VIA CERRO

PALOMA RD

BELL AVE

26TH ST

EL RIO AVE

10

11

Parcel 3
(APN 178-281-006)

Parcel 1
(APN 178-290-003)

(APN 178-290-013)

Jurupa Ditch Co.

Parcel 2
(APN 178-290-006)

28TH ST

RAZOR WAY

TURBINE ST

MARKET ST

HALL AVE SH-60

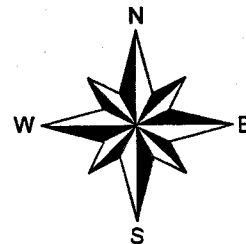
15

14

SH-60

WALLACE ST

T2S R5W



Riverside County

Waste Management Department

West Riverside Sanitary Landfill (Closed)
Exhibit "B-2"

This map is for graphical purpose only

Date: January 6, 2009

Not To Scale

EXHIBIT "C"

COVER RESTORATION REQUIREMENTS

The final cover system for the West Riverside Sanitary Landfill is defined by the "Closure and Postclosure Maintenance Plan, West Riverside Disposal Site", dated July 26, 1991; revised August 30, 1993 and October 26, 1993 (FCP). The FCP was approved by the California Regional Water Quality Control Board. Any changes made to the final cover system, including grading, must restore the final cover system, as designed in the approved FCP. Generally, the final cover system is comprised of a prescriptive cover, and consists of a 5-foot thick section consisting of the following layers from bottom to top:

- Foundation Layer – A layer of soil material, at least 2-feet thick that is placed directly on the refuse
- Low-permeability Layer – A layer of clayey soil material, at least 1-foot thick, that is placed over the Foundation Layer and has a permeability no greater than 1.0×10^{-6} cm/sec, and
- Vegetative Layer – A layer of soil material at least 2-feet thick to support vegetative growth.

Alternately, the Riverside County Waste Management Department (County) has been allowed to replace sections of the approved prescriptive cover section with a "monolithic" cover section. The monolithic cover section must be at least 5-feet thick and contain a good mix of gradation, including sand, silt, and clay. Any monolithic cover section shall have a permeability of no more than 1×10^{-5} cm/sec throughout the cover section.

Regardless of the cover section used, all soil material must be compacted to achieve at least 90% relative compaction. All finished surfaces shall be smooth and promote positive drainage in accordance with the general hydrology concept in the FCP. Erosion control measure to promote vegetative growth, such as hydroseeding, shall be used on finished graded surfaces.

A third party QA/QC Consultant (approved by COUNTY) shall be retained by the LESSEE to perform the following standard soil tests for all finished grading work:

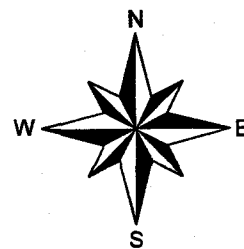
- Sieve Analysis – ASTM D422, One test per every 10,000 cy material placed
- Maximum Density and Optimum Moisture Content – ASTM D1557, One test per every 10,000 cy material placed
- Hydraulic Conductivity (Flexible Wall Method) – ASTM D5084, One test per every 5,000 cy material placed.
- Engineering Classification – ASTM D2487, One test per every 10,000 cy of material placed.

Third party QA/QC Consultant shall be on-site observing all work involved in processing, placing, and compacting material when performing grading work.

All Cover Restoration Requirements are subject to the approval of the California Regional Water Quality Control Board, the Local Enforcement Agency, and the California Integrated Waste Management Board.



T2S R5W



Aerial Photo

West Riverside Sanitary Landfill (Closed)
Exhibit "D"



Riverside County

Waste Management Department

This map is for graphical purpose only

Date: January 21, 2009

Not To Scale

EXHIBIT "E"

CONDITIONS OF CONSTRUCTION

Before any work of construction, alteration or repair is commenced on the Land or the Premises, and before any building materials have been delivered to the Land or the Premises by LESSEE or under LESSEE's authority, LESSEE shall comply with all the following conditions or procure COUNTY's written waiver of the condition or conditions:

1. LESSEE shall submit any changes to final working plans and specifications, and shall submit them first to the appropriate governmental agencies and then to COUNTY for approval. Changes from the plans shall be considered to be within the scope of the preliminary plans (a) if they are made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval, and (b) if they do not depart in size, utility, or value from the improvements described in the plans and specifications submitted to the appropriate governmental agencies and then COUNTY for approval.

Changes to the final construction plans and specifications shall be prepared by an architect or engineer licensed to practice in California, including but not limited to preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas, architecture and landscaping, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bid estimates. All improvements shall be constructed within the exterior property lines of the Premises; provided that required work beyond the Premises on utilities, access, and conditional use requirements do not violate this Provision. With the plans, LESSEE shall deliver to COUNTY the certificate of the Person who prepared the final changes to the plans and specifications (if not the COUNTY) certifying that LESSEE has fully paid for them or waiving payment and waiving any right to a Lien for preparing them and permitting COUNTY to use the plans without payment for purposes relevant to and consistent with this Lease.

LESSEE shall ensure that COUNTY receives concurrent copies of all correspondence, documents and drawings ("Papers") submitted by LESSEE to the various governmental agencies, and shall promptly deliver to COUNTY copies of all Papers received by LESSEE from such governmental agencies. LESSEE shall deliver to COUNTY one complete set of Plans and Specifications as approved by the governmental agencies.

2. Notify COUNTY of LESSEE's intention to commence a work of improvement at least twenty (20) days before commencement of any such work or delivery of any materials in connection therewith. The notice shall specify the approximate location and nature of the intended improvements. COUNTY shall have the right to post and maintain on the Premises any notices of nonresponsibility provided for under applicable law, and to inspect the Land and the Premises in relation to the construction at all reasonable times.

3. Furnish COUNTY with a true copy of LESSEE's contract with the general contractor. The contract shall give COUNTY the right but not the obligation to assume LESSEE's obligations and rights under that contract if LESSEE should default.

COUNTY may disapprove by notice given within thirty (30) business days following delivery of the copy of the contract. If LESSEE elects to act as general contractor, the reference above to contract and evidence shall be considered to apply to the subcontractor of each subcontract in excess of \$100,000.00.

4. Prior to twenty (20) days of LESSEE's commencement of a work of improvement on the Premises and/or delivery of materials therewith, LESSEE shall file with COUNTY (i) a payment bond in the favor of COUNTY in the amount of 100% of COUNTY'S estimate of the construction cost and (ii) a performance bond in the favor of COUNTY in the amount of 100% of COUNTY'S estimate of the construction cost securing LESSEE's faithful performance in any construction on the Premises in a bond form acceptable to COUNTY. These Bonds shall run concurrently for the period of construction. COUNTY shall release these bonds on the date that the facility(s) is deemed functional on a continuous basis as determined by COUNTY subject to LESSEE furnishing Performance Bonds, Insurance and Surety instruments required by this Lease. In the event that LESSEE's contractor supplies bonds which otherwise satisfy the foregoing requirements, LESSEE may not be required to supply duplicative bonds.

5. Procure and deliver to COUNTY, at LESSEE's expense, evidence of compliance with all then applicable codes, ordinances, regulations, and requirements for permits and approvals, including but not restricted to CEQA, NEPA, grading permits, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction.

6. Deliver to COUNTY (1) certificates of insurance evidencing coverage for "builder's risk," (2) evidence of worker's compensation insurance covering all Persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against COUNTY or the Premises, and (3) evidence that LESSEE has paid or caused to be paid all premiums for the coverage described above in this paragraph and any increase in premiums on insurance provided for in the provision on insurance, sufficient to assure maintenance of all insurance above during the anticipated course of the work. LESSEE shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance above at all times during which such work is in progress.

LESSEE represents and warrants that all of the improvements constructed by LESSEE shall be constructed in compliance with the current County and State of California standards and laws applicable to the construction of public improvements, and in compliance with all applicable law or regulation with respect to the payment of prevailing wages, to the extent applicable to LESSEE. The parties agree that one of the purposes of this Lease is for the construction of the improvements on the Premises, and is not, nor is it intended to be, a public works contract. In performing this Lease, LESSEE is an independent contractor and not the agent of COUNTY. COUNTY shall not have any responsibility for payment to any contractor or supplier of LESSEE. Notwithstanding the foregoing, LESSEE understands that it may be subject to certain public contract requirements as provided by law, and to the extent that LESSEE is subject to such requirements, LESSEE shall comply with all such requirements.