

If to Lessee: Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section.

13. Assignment and Subleasing.

13.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and prior written approval of Lessor. Lessee shall not sublease the Land without the prior written consent of Lessor.

13.2 Assignment. Lessee shall not assign, mortgage, or encumber this Lease or delegate the duties of Lessee under this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed to be a consent by Lessor to any subsequent assignment. This Lease shall not, nor shall any interest of Lessee herein, be assignable by operation of law, without prior written consent of Lessor.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

14.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

14.3 Amendments. No change in or addition to or waiver or termination of this Lease or any part hereof, shall be valid unless made in writing and signed by or on behalf of the Lessor and Lessee.

14.4 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of California.

14.5 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the Superior Court of California, County of Riverside, and agree that in any such action venue shall lie exclusively in Riverside County, California.

14.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

14.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Lessee, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

14.8 No Merger. In no event shall the leasehold interest of Lessee hereunder merge with any estate of Lessor in or to the Land and this Lease shall remain in full force and effect.

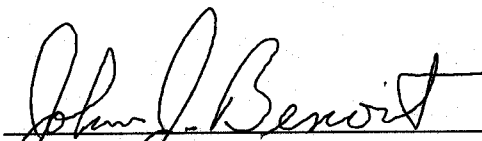
14.9 Counterparts; Recording of Memorandum. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Either Lessor or Lessee shall have the right to record a memorandum of this Lease and the parties shall cooperate in execution of such memorandum.

14.10 Schedule of Exhibits. This Lease includes the following exhibits attached hereto and incorporated herein by this reference.


EXHIBIT A Land Legal Description

14.11 Approval. This Lease shall not be binding or effective until its approval by the Chairman of the Board of the Riverside County Board of Supervisors.

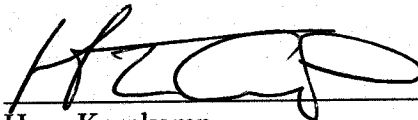
LESSOR:
COUNTY OF RIVERSIDE

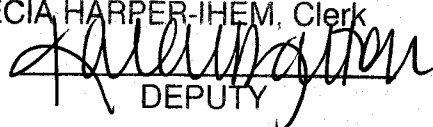
By: 
John J. Benoit, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Dale A. Gardner
Deputy County Counsel

LESSEE:
RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

By: 
Hans Kernkamp
General Manager-Chief Engineer

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

SIGNER(S) OTHER THAN NAMED ABOVE:

California Certificate of Acknowledgment

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____,
personally appeared _____, who proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed
the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
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WITNESS my hand and official seal.

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- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

EXHIBIT A
LAND LEGAL DESCRIPTION

Corona Landfill (Closed)

Assessor's Parcel Number (APN) for year 2013

APN: 107-080-005, 107-080-006, 107-080-010, and 107-080-034

Legal Description

BEING A PORTION OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 6 WEST, PROJECTED, IN RANCHO EL SOBRANTE DE SAN JACINTO, AS SHOWN ON MAP BOOK 1, PAGE 8, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LOCATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY OF THE ATCHISON TOPEKA AND SANTE FE RAILROAD AND THE SOUTHEASTERLY RIGHT OF WAY OF MAGNOLIA AVENUE, AS SHOWN ON RECORD OF SURVEY BOOK 94, PAGES 50 THROUGH 52, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 741.77 FEET, TO WHICH A RADIAL BEARS SOUTH 58° 45' 30" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY, A DISTANCE OF 282.14 FEET, THROUGH A CENTRAL ANGLE OF 21° 47' 34";

THENCE SOUTH 53° 02' 04" EAST CONTINUING ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY, A DISTANCE OF 1808.19 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2889.88 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY, A DISTANCE OF 369.39 FEET, THROUGH A CENTRAL ANGLE OF 07° 19' 25";

THENCE SOUTH 60° 21' 29" EAST CONTINUING ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY, A DISTANCE OF 511.77 FEET;

THENCE SOUTH 29° 53' 00" WEST, A DISTANCE OF 234.58 FEET;

THENCE SOUTH 53° 40' 59" WEST, A DISTANCE OF 677.24 FEET;

THENCE SOUTH 78° 31' 55" WEST, A DISTANCE OF 1012.91 FEET;

THENCE SOUTH 02° 23' 21" WEST, A DISTANCE OF 98.20 FEET;

THENCE SOUTH 84° 08' 54" WEST, A DISTANCE OF 92.71 FEET, TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 15, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3105.00 FEET, TO WHICH A RADIAL BEARS NORTH 63° 56' 20" EAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 532.58 FEET, THROUGH A CENTRAL ANGLE OF 09° 49' 39";

THENCE NORTH 35° 53' 19" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 675.03 FEET;

THENCE NORTH 00° 51' 27" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 87.44 FEET;

THENCE NORTH 63° 40' 17" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 33.06 FEET;

THENCE NORTH 70° 06' 22" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 9.00 FEET;

THENCE NORTH 41° 42' 53" WEST ALONG SAID NORTHEASTERLY-RIGHT OF WAY OF INTERSTATE 15, A DISTANCE OF 108.02 FEET, TO THE EASTERLY LINE OF PARCEL MAP 13085, RECORDED IN PARCEL MAP BOOK 85, PAGE 49, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1096.28 FEET, TO WHICH A RADIAL BEARS SOUTH 75° 47' 34" EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE OF PARCEL MAP 13085, A DISTANCE OF 234.46 FEET, THROUGH A CENTRAL ANGLE OF 12° 15' 14";

THENCE NORTH 01° 57' 12" EAST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 1081.48 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, TO WHICH A RADIAL BEARS SOUTH 54° 54' 28" WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, A DISTANCE OF 97.30 FEET, THROUGH A CENTRAL ANGLE OF 25° 20' 29", TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY OF MAGNOLIA AVENUE ;

THENCE NORTH 56° 11' 57" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF MAGNOLIA AVENUE, A DISTANCE OF 133.07 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF CORONA BY DEED RECORDED OCTOBER 10, 1936 IN BOOK 301, PAGE 225 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF CORONA FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY INSTRUMENT NO. 315211, RECORDED AUGUST 24, 1990, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

LANDFILL LEASE AGREEMENT

between

COUNTY OF RIVERSIDE
a political subdivision of the State of California

as Lessor

and

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

as Lessee

Desert Hot Springs Landfill

NOV 26 2013 12-20

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LANDFILL LEASE AGREEMENT

THIS LANDFILL LEASE AGREEMENT ("Lease") is dated for reference purposes November 1, 2013, and is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Lessor"), and **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT** ("Lessee").

RECITALS

A. Lessor is the owner of the real estate otherwise known as the Desert Hot Springs Landfill described on **EXHIBIT A** attached hereto ("Land") in the County of Riverside, California.

B. Lessor intends to lease the Land to Lessee pursuant to this Lease, and Lessee intends to use the land to operate and maintain a landfill.

C. Lessee shall pay an annual rental for use and occupancy of the Land retroactive to November 1, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Lease, Lessor hereby leases the Land to Lessee, and Lessee hereby leases the Land from Lessor upon and subject to the conditions set forth in this Lease, and subject to all encumbrances and matters of record as of the date of this Lease.

1.2 Use of the Land. The Land shall be used and occupied only for the purpose of operating and maintaining a landfill. Lessee shall not use or permit the Land to be used for any other purpose without the prior written approval of Lessor.

1.3 Leasehold Encumbrances. The leasehold interest in the Land granted to Lessee by Lessor shall be subject only to those exceptions based upon a preliminary title report obtained by Lessee, a copy of which has been previously provided to and approved by Lessor.

2. Term.

2.1 Commencement. The term of this Lease shall commence on the "Effective Date," which is retroactively set as of November 1, 2009.

2.2 Duration. The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2039 ("Term").

3. **Rent.** Lessee shall pay to Lessor annual rent during the Term at the rate of \$66,000 per year payable, in whole, in advance, on or before July 1st for the Fiscal Year beginning on that July 1st. For Fiscal Year 13-14, only, Lessee shall pay the annual rent within 30 calendar days of the full execution of this Lease. In addition, Lessee shall pay a lump sum of \$242,000 for pro-rated back rent owed for Fiscal Year 09-10; Fiscal Year 10-11; Fiscal Year 11-12; and Fiscal Year 12-13 within 30 calendar days of the full execution of this Lease.

4. **Taxes.** Lessee shall be solely responsible for the payment of and shall pay and discharge all taxes which are incurred under or in respect of this Lease.

5. **Condition of the Land.**

5.1 **“As Is”.** Lessee hereby accepts the Land “as is” in its existing condition; provided, however, that Lessor shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of hazardous substances that (i) were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Lease, (ii) are at any time present on any adjacent property owned or controlled by Lessor and which result in contamination of the Land, or (iii) contaminate the Land as a result of the act or omission of Lessor or the act or omission of any party for which Lessor is liable. Lessor’s obligation shall include any costs of investigation or remediation of such toxic or hazard substances that may be required by any federal, state or local government agency. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Land caused by Lessee or by the act or omission of Lessee’s contractors or their subcontractors or any other party for which Lessee is liable, and the responsibility for the same shall remain with Lessee.

5.2 **Lessor’s Right to Inspect.** Lessor shall have the right to inspect the Land at any time.

6. **Indemnity and Hold Harmless.**

6.1 **Indemnification by Lessor.** To the extent authorized by law, Lessor shall indemnify, defend and hold harmless Lessee and its elected and appointed officers, officials, representatives, employees, and agents (the “Indemnified Lessee Parties”) from and against any and all liability, demands, liens, damages, claims, causes of action, expenses, and fees (including reasonable attorney’s fees and costs and expert witness fees) for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities”), arising out of or relating to the negligent acts, errors, or omissions of Lessor including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessee.

6.2 **Indemnification by Lessee.** To the extent authorized by law, Lessee shall indemnify, defend and hold harmless Lessor and its elected and appointed officers, officials, representatives, employees, and agents (the “Indemnified Lessor Parties”) from and against any and all Liabilities (as defined in Section 6.1), arising out of or relating to the negligent acts,

errors, or omissions of Lessee including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessor.

6.3 Survival. The indemnification provisions of this Section shall remain in full force and effect and survive the termination and/or expiration of this Lease.

7. Eminent Domain. In the event of any taking of the Land, partial or whole, Lessor shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Land taken by the condemning authority.

8. Events of Default by Lessee and Lessor's Remedies.

8.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Lease:

(a) **Failure to Perform.** If Lessee shall (i) default in making payment when due of any rent or any other amount payable by Lessee hereunder; or (ii) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by Lessee hereunder; and, in either case, if such default shall continue for thirty (30) days, in each case after Lessor shall have given to Lessee notice specifying such default and demanding that the same be cured, or, with respect to a default under subsection (ii), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence; it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(b) **Lessee's Financial Condition.** If Lessee shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail seasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties.

8.2 Remedies Upon Lessee's Default. In the event of any default by Lessee as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, including termination of this Lease.

8.3 Cumulative Rights and Remedies. The rights and remedies reserved to Lessor herein, including those not specifically described, shall be cumulative, and except as provided by California statutory law in effect at the time, Lessor may pursue any and all such rights and remedies at the same time or independently.

8.4 No Waiver. No delay or omission of Lessor to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

8.5 Attorneys' Fees. In the event suit is brought by Lessor or Lessee relating to this Lease, including for the breach of any covenant or condition of this Lease, each party shall bear its own costs and expenses, including attorneys' fees, regardless of the prevailing party.

9. Quiet Enjoyment. If and so long as Lessee shall pay all rent payable by Lessee hereunder whenever the same shall become due and shall keep all of the covenants and conditions required by it to be kept during this Lease and shall perform all of its other obligations hereunder, Lessor covenants and agrees that Lessor will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Lessee, which occupation and enjoyment shall be without hindrance, ejection or molestation by Lessor.

10. Compliance with Laws. Lessee shall not use the Land or permit anything to be done in or about the Land which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Lessee shall further comply with the requirements of any board or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

11. Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by Lessor of Lessee's performance of any obligations hereunder shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease.

12. Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by confirmed email transmission and shall be deemed given when so delivered, received or emailed (provided sender obtains a confirmation of receipt). All notices or requests shall be sent as follows:

If to Lessor: County of Riverside
Real Estate Division
3403 Tenth Street, Suite 500
Riverside, California 92501

If to Lessee: Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section.

13. Assignment and Subleasing.

13.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and prior written approval of Lessor. Lessee shall not sublease the Land without the prior written consent of Lessor.

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14. Miscellaneous.

14.1 Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

14.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

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14.5 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the Superior Court of California, County of Riverside, and agree that in any such action venue shall lie exclusively in Riverside County, California.

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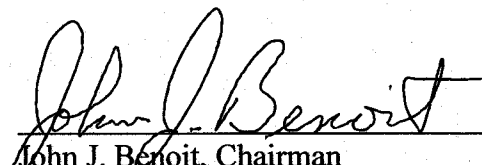
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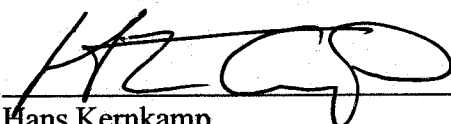
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COUNTY OF RIVERSIDE

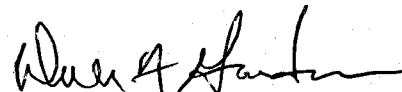
LESSEE:
RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

By: 
John J. Benoit, Chairman
Board of Supervisors

By: 
Hans Kernkamp
General Manager-Chief Engineer

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

By: 
Dale A. Gardner
Deputy County Counsel

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

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- Individual
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(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

EXHIBIT A
LAND LEGAL DESCRIPTION

Desert Hot Springs Landfill (Inactive)

Assessor's Parcel Number (APN) for year 2013

APN 638-380-004-0

Legal Description:

THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED IN THE PATENT FROM THE UNITED STATE OF AMERICA, AS INSTRUMENT NO. 32816, OFFICIAL RECORDS, RECORDED APRIL 2, 1963, RIVERSIDE COUNTY, CALIFORNIA.

LANDFILL LEASE AGREEMENT

between

COUNTY OF RIVERSIDE
a political subdivision of the State of California

as Lessor

and

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

as Lessee

Double Butte Landfill

NOV 26 2013 12-20

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LANDFILL LEASE AGREEMENT

THIS LANDFILL LEASE AGREEMENT ("Lease") is dated for reference purposes November 1, 2013, and is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Lessor"), and **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT** ("Lessee").

RECITALS

A. Lessor is the owner of the real estate otherwise known as the Double Butte Landfill described on **EXHIBIT A** attached hereto ("Land") in the County of Riverside, California.

B. Lessor intends to lease the Land to Lessee pursuant to this Lease, and Lessee intends to use the land to operate and maintain a landfill.

C. Lessee shall pay an annual rental for use and occupancy of the Land retroactive to November 1, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Lease, Lessor hereby leases the Land to Lessee, and Lessee hereby leases the Land from Lessor upon and subject to the conditions set forth in this Lease, and subject to all encumbrances and matters of record as of the date of this Lease.

1.2 Use of the Land. The Land shall be used and occupied only for the purpose of operating and maintaining a landfill. Lessee shall not use or permit the Land to be used for any other purpose without the prior written approval of Lessor.

1.3 Leasehold Encumbrances. The leasehold interest in the Land granted to Lessee by Lessor shall be subject only to those exceptions based upon a preliminary title report obtained by Lessee, a copy of which has been previously provided to and approved by Lessor.

2. Term.

2.1 Commencement. The term of this Lease shall commence on the "Effective Date," which is retroactively set as of November 1, 2009.

2.2 Duration. The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2039 ("Term").

3. **Rent.** Lessee shall pay to Lessor annual rent during the Term at the rate of \$268,400 per year payable, in whole, in advance, on or before July 1st for the Fiscal Year beginning on that July 1st. For Fiscal Year 13-14, only, Lessee shall pay the annual rent within 30 calendar days of the full execution of this Lease. In addition, Lessee shall pay a lump sum of \$984,133 for pro-rated back rent owed for Fiscal Year 09-10; Fiscal Year 10-11; Fiscal Year 11-12; and Fiscal Year 12-13 within 30 calendar days of the full execution of this Lease.

4. **Taxes.** Lessee shall be solely responsible for the payment of and shall pay and discharge all taxes which are incurred under or in respect of this Lease.

5. **Condition of the Land.**

5.1 **“As Is”.** Lessee hereby accepts the Land “as is” in its existing condition; provided, however, that Lessor shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of hazardous substances that (i) were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Lease, (ii) are at any time present on any adjacent property owned or controlled by Lessor and which result in contamination of the Land, or (iii) contaminate the Land as a result of the act or omission of Lessor or the act or omission of any party for which Lessor is liable. Lessor’s obligation shall include any costs of investigation or remediation of such toxic or hazard substances that may be required by any federal, state or local government agency. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Land caused by Lessee or by the act or omission of Lessee’s contractors or their subcontractors or any other party for which Lessee is liable, and the responsibility for the same shall remain with Lessee.

5.2 **Lessor’s Right to Inspect.** Lessor shall have the right to inspect the Land at any time.

6. **Indemnity and Hold Harmless.**

6.1 **Indemnification by Lessor.** To the extent authorized by law, Lessor shall indemnify, defend and hold harmless Lessee and its elected and appointed officers, officials, representatives, employees, and agents (the “Indemnified Lessee Parties”) from and against any and all liability, demands, liens, damages, claims, causes of action, expenses, and fees (including reasonable attorney’s fees and costs and expert witness fees) for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities”), arising out of or relating to the negligent acts, errors, or omissions of Lessor including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessee.

6.2 **Indemnification by Lessee.** To the extent authorized by law, Lessee shall indemnify, defend and hold harmless Lessor and its elected and appointed officers, officials, representatives, employees, and agents (the “Indemnified Lessor Parties”) from and against any and all Liabilities (as defined in Section 6.1), arising out of or relating to the negligent acts,

errors, or omissions of Lessee including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessor.

6.3 Survival. The indemnification provisions of this Section shall remain in full force and effect and survive the termination and/or expiration of this Lease.

7. Eminent Domain. In the event of any taking of the Land, partial or whole, Lessor shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Land taken by the condemning authority.

8. Events of Default by Lessee and Lessor's Remedies.

8.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Lease:

(a) **Failure to Perform.** If Lessee shall (i) default in making payment when due of any rent or any other amount payable by Lessee hereunder; or (ii) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by Lessee hereunder; and, in either case, if such default shall continue for thirty (30) days, in each case after Lessor shall have given to Lessee notice specifying such default and demanding that the same be cured, or, with respect to a default under subsection (ii), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence; it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(b) **Lessee's Financial Condition.** If Lessee shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail seasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties.

8.2 Remedies Upon Lessee's Default. In the event of any default by Lessee as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, including termination of this Lease.

8.3 Cumulative Rights and Remedies. The rights and remedies reserved to Lessor herein, including those not specifically described, shall be cumulative, and except as provided by California statutory law in effect at the time, Lessor may pursue any and all such rights and remedies at the same time or independently.

8.4 No Waiver. No delay or omission of Lessor to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

8.5 Attorneys' Fees. In the event suit is brought by Lessor or Lessee relating to this Lease, including for the breach of any covenant or condition of this Lease, each party shall bear its own costs and expenses, including attorneys' fees, regardless of the prevailing party.

9. Quiet Enjoyment. If and so long as Lessee shall pay all rent payable by Lessee hereunder whenever the same shall become due and shall keep all of the covenants and conditions required by it to be kept during this Lease and shall perform all of its other obligations hereunder, Lessor covenants and agrees that Lessor will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Lessee, which occupation and enjoyment shall be without hindrance, ejection or molestation by Lessor.

10. Compliance with Laws. Lessee shall not use the Land or permit anything to be done in or about the Land which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Lessee shall further comply with the requirements of any board or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

11. Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by Lessor of Lessee's performance of any obligations hereunder shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease.

12. Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by confirmed email transmission and shall be deemed given when so delivered, received or emailed (provided sender obtains a confirmation of receipt). All notices or requests shall be sent as follows:

If to Lessor: County of Riverside
Real Estate Division
3403 Tenth Street, Suite 500
Riverside, California 92501

If to Lessee: Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section.

13. Assignment and Subleasing.

13.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and prior written approval of Lessor. Lessee shall not sublease the Land without the prior written consent of Lessor.

13.2 Assignment. Lessee shall not assign, mortgage, or encumber this Lease or delegate the duties of Lessee under this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed to be a consent by Lessor to any subsequent assignment. This Lease shall not, nor shall any interest of Lessee herein, be assignable by operation of law, without prior written consent of Lessor.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

14.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

14.3 Amendments. No change in or addition to or waiver or termination of this Lease or any part hereof, shall be valid unless made in writing and signed by or on behalf of the Lessor and Lessee.

14.4 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of California.

14.5 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the Superior Court of California, County of Riverside, and agree that in any such action venue shall lie exclusively in Riverside County, California.

14.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

14.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Lessee, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

14.8 No Merger. In no event shall the leasehold interest of Lessee hereunder merge with any estate of Lessor in or to the Land and this Lease shall remain in full force and effect.

14.9 Counterparts; Recording of Memorandum. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Either Lessor or Lessee shall have the right to record a memorandum of this Lease and the parties shall cooperate in execution of such memorandum.

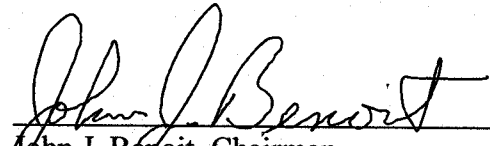
14.10 Schedule of Exhibits. This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

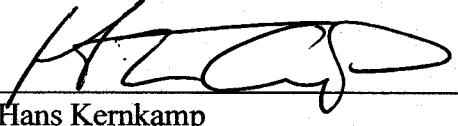
EXHIBIT A Land Legal Description

14.11 Approval. This Lease shall not be binding or effective until its approval by the Chairman of the Board of the Riverside County Board of Supervisors.


LESSOR:
COUNTY OF RIVERSIDE

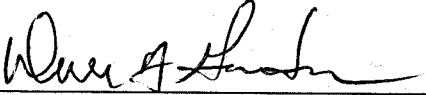
LESSEE:
RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

By: 
John J. Benoit, Chairman
Board of Supervisors

By: 
Hans Kernkamp
General Manager-Chief Engineer

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

ATTEST:
KECIA HARPER-JHEM, Clerk
By: 
DEPUTY

By: 
Dale A. Gardner
Deputy County Counsel

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

EXHIBIT A
LAND LEGAL DESCRIPTION

Double Butte Landfill (Closed)

Assessor's Parcel Number (APN) for year 2013

APN 461-050-006, 461-050-007, 461-050-011, 461-040-004, 461-040-005, 461-040-008, and 461-110-001

Legal Description:

PARCEL 1

ALL OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

EXCEPTING THEREFROM THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 20 LYING SOUTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRAND AVENUE, AS SHOWN ON RECORD OF SURVEY BOOK 99, PAGES 57 THROUGH 60, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 21 LYING SOUTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRAND AVENUE, AS SHOWN ON SAID RECORD OF SURVEY.

LANDFILL LEASE AGREEMENT

between

COUNTY OF RIVERSIDE
a political subdivision of the State of California

as Lessor

and

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

as Lessee

Highgrove Landfill

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LANDFILL LEASE AGREEMENT

THIS LANDFILL LEASE AGREEMENT ("Lease") is dated for reference purposes November 1, 2013, and is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Lessor"), and **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT** ("Lessee").

RECITALS

A. Lessor is the owner of the real estate otherwise known as the Highgrove Landfill described on **EXHIBIT A** attached hereto ("Land") in the County of Riverside, California.

B. Lessor intends to lease the Land to Lessee pursuant to this Lease, and Lessee intends to use the land to operate and maintain a landfill.

C. Lessee shall pay an annual rental for use and occupancy of the Land retroactive to November 1, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Lease, Lessor hereby leases the Land to Lessee, and Lessee hereby leases the Land from Lessor upon and subject to the conditions set forth in this Lease, and subject to all encumbrances and matters of record as of the date of this Lease.

1.2 Use of the Land. The Land shall be used and occupied only for the purpose of operating and maintaining a landfill. Lessee shall not use or permit the Land to be used for any other purpose without the prior written approval of Lessor.

1.3 Leasehold Encumbrances. The leasehold interest in the Land granted to Lessee by Lessor shall be subject only to those exceptions based upon a preliminary title report obtained by Lessee, a copy of which has been previously provided to and approved by Lessor.

2. Term.

2.1 Commencement. The term of this Lease shall commence on the "Effective Date," which is retroactively set as of November 1, 2009.

2.2 Duration. The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2039 ("Term").

3. Rent. Lessee shall pay to Lessor annual rent during the Term at the rate of \$89,000 per year payable, in whole, in advance, on or before July 1st for the Fiscal Year

beginning on that July 1st. For Fiscal Year 13-14, only, Lessee shall pay the annual rent within 30 calendar days of the full execution of this Lease. In addition, Lessee shall pay a lump sum of \$326,333 for pro-rated back rent owed for Fiscal Year 09-10; Fiscal Year 10-11; Fiscal Year 11-12; and Fiscal Year 12-13 within 30 calendar days of the full execution of this Lease.

4. Taxes. Lessee shall be solely responsible for the payment of and shall pay and discharge all taxes which are incurred under or in respect of this Lease.

5. Condition of the Land.

5.1 "As Is". Lessee hereby accepts the Land "as is" in its existing condition; provided, however, that Lessor shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of hazardous substances that (i) were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Lease, (ii) are at any time present on any adjacent property owned or controlled by Lessor and which result in contamination of the Land, or (iii) contaminate the Land as a result of the act or omission of Lessor or the act or omission of any party for which Lessor is liable. Lessor's obligation shall include any costs of investigation or remediation of such toxic or hazard substances that may be required by any federal, state or local government agency. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Land caused by Lessee or by the act or omission of Lessee's contractors or their subcontractors or any other party for which Lessee is liable, and the responsibility for the same shall remain with Lessee.

5.2 Lessor's Right to Inspect. Lessor shall have the right to inspect the Land at any time.

6. Indemnity and Hold Harmless.

6.1 Indemnification by Lessor. To the extent authorized by law, Lessor shall indemnify, defend and hold harmless Lessee and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessee Parties") from and against any and all liability, demands, liens, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees) for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising out of or relating to the negligent acts, errors, or omissions of Lessor including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessee.

6.2 Indemnification by Lessee. To the extent authorized by law, Lessee shall indemnify, defend and hold harmless Lessor and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessor Parties") from and against any and all Liabilities (as defined in Section 6.1), arising out of or relating to the negligent acts, errors, or omissions of Lessee including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessor.

6.3 Survival. The indemnification provisions of this Section shall remain in full force and effect and survive the termination and/or expiration of this Lease.

7. Eminent Domain. In the event of any taking of the Land, partial or whole, Lessor shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Land taken by the condemning authority.

8. Events of Default by Lessee and Lessor's Remedies.

8.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Lease:

(a) **Failure to Perform.** If Lessee shall (i) default in making payment when due of any rent or any other amount payable by Lessee hereunder; or (ii) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by Lessee hereunder; and, in either case, if such default shall continue for thirty (30) days, in each case after Lessor shall have given to Lessee notice specifying such default and demanding that the same be cured, or, with respect to a default under subsection (ii), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence; it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(b) **Lessee's Financial Condition.** If Lessee shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail seasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties.

8.2 Remedies Upon Lessee's Default. In the event of any default by Lessee as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, including termination of this Lease.

8.3 Cumulative Rights and Remedies. The rights and remedies reserved to Lessor herein, including those not specifically described, shall be cumulative, and except as provided by California statutory law in effect at the time, Lessor may pursue any and all such rights and remedies at the same time or independently.

8.4 No Waiver. No delay or omission of Lessor to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or

remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

8.5 Attorneys' Fees. In the event suit is brought by Lessor or Lessee relating to this Lease, including for the breach of any covenant or condition of this Lease, each party shall bear its own costs and expenses, including attorneys' fees, regardless of the prevailing party.

9. Quiet Enjoyment. If and so long as Lessee shall pay all rent payable by Lessee hereunder whenever the same shall become due and shall keep all of the covenants and conditions required by it to be kept during this Lease and shall perform all of its other obligations hereunder, Lessor covenants and agrees that Lessor will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Lessee, which occupation and enjoyment shall be without hindrance, ejection or molestation by Lessor.

10. Compliance with Laws. Lessee shall not use the Land or permit anything to be done in or about the Land which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Lessee shall further comply with the requirements of any board or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

11. Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by Lessor of Lessee's performance of any obligations hereunder shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease.

12. Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by confirmed email transmission and shall be deemed given when so delivered, received or emailed (provided sender obtains a confirmation of receipt). All notices or requests shall be sent as follows:

If to Lessor: County of Riverside
Real Estate Division
3403 Tenth Street, Suite 500
Riverside, California 92501

If to Lessee: Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section.

13. Assignment and Subleasing.

13.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and prior written approval of Lessor. Lessee shall not sublease the Land without the prior written consent of Lessor.

13.2 Assignment. Lessee shall not assign, mortgage, or encumber this Lease or delegate the duties of Lessee under this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed to be a consent by Lessor to any subsequent assignment. This Lease shall not, nor shall any interest of Lessee herein, be assignable by operation of law, without prior written consent of Lessor.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

14.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

14.3 Amendments. No change in or addition to or waiver or termination of this Lease or any part hereof, shall be valid unless made in writing and signed by or on behalf of the Lessor and Lessee.

14.4 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of California.

14.5 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the Superior Court of California, County of Riverside, and agree that in any such action venue shall lie exclusively in Riverside County, California.

14.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

14.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Lessee, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

14.8 No Merger. In no event shall the leasehold interest of Lessee hereunder merge with any estate of Lessor in or to the Land and this Lease shall remain in full force and effect.

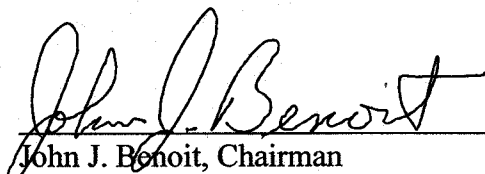
14.9 Counterparts; Recording of Memorandum. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Either Lessor or Lessee shall have the right to record a memorandum of this Lease and the parties shall cooperate in execution of such memorandum.

14.10 Schedule of Exhibits. This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

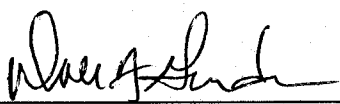
EXHIBIT A Land Legal Description

14.11 Approval. This Lease shall not be binding or effective until its approval by the Chairman of the Board of the Riverside County Board of Supervisors.

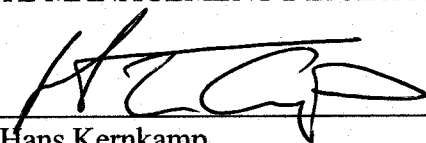
LESSOR:
COUNTY OF RIVERSIDE


By: 
John J. Benoit, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Dale A. Gardner
Deputy County Counsel

LESSEE:
RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

By: 
Hans Kernkamp
General Manager-Chief Engineer

ATTEST:
KECIA HARRER-HEM, Clerk
By: 
DEPUTY

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

California Certificate of Acknowledgment

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____,
personally appeared _____, who proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed
the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

EXHIBIT A
LAND LEGAL DESCRIPTION

Highgrove Landfill (Closed)

Assessor's Parcel Number (APN) for year 2013

APN 255-240-004, 255-240-011, 255-240-016, 255-240-017, and 257-180-016

Legal Description:

THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL MAP NO. 13067 AS SHOWN BY MAP ON FILE IN BOOK 67, PAGES 30 THROUGH 34, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10, LYING NORTHERLY OF THE NORTHERLY LINE OF HIGHGROVE PASS ROAD, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHEASTERLY OF THE CENTERLINE OF PIGEON PASS ROAD, AS SHOWN ON SAID RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION IN THE EUREKA SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 67 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

THAT PORTION OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA AND THAT PORTION OF PARCEL 4, AS SHOWN ON PARCEL MAP NO. 19460, FILED IN BOOK 129, PAGES 34 AND 35 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SECTION 11, SAID POINT BEING NORTH 01° 27' 47" EAST 1231.29 FEET FROM THE SOUTHWESTERLY CORNER OF SAID SECTION, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL 4, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 25° 02' 27" EAST 359.82 FEET;

THENCE SOUTH 54° 49' 42" EAST 269.28 FEET;

THENCE SOUTH 25° 02' 27" EAST 359.83 FEET, TO THE SOUTHERLY CORNER OF SAID

THENCE SOUTH 33° 05' 00" EAST 554.71 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 23 OF SAID PARCEL MAP 13067, RECORDED IN PARCEL MAP BOOK 67, PAGES 30 THROUGH 34, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO SHOWN ON SAID RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON SAID RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89° 21' 29" WEST 658.68 FEET ALONG THE SOUTH LINE OF SECTION 10;

THENCE NORTH 00° 57' 57" EAST 197.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1530.00 FEET, TO WHICH A RADIAL BEARS SOUTH 72° 41' 33" WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.33 FEET, THROUGH A CENTRAL ANGLE OF 08° 33' 02", TO A POINT ON SAID NORTHERLY LINE OF HIGHGROVE PASS ROAD;

THENCE NORTH 88° 07' 47" EAST 252.08 FEET ALONG SAID NORTHERLY LINE OF HIGHGROVE PASS ROAD, TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 530.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 197.89 FEET, THROUGH A CENTRAL ANGLE OF 21° 23' 34";

THENCE SOUTH 70° 28' 39" EAST 314.84 FEET, TO THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 10;

THENCE SOUTH 00° 45' 56" WEST 289.55 FEET ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER, TO THE POINT OF BEGINNING.

Excepting

HIGHGROVE LANDFILL BUFFER ZONE

APN 255-240-011

PARCEL HG EXP-94 AS SHOWN ON RECORD OF SURVEY FILED APRIL 15, 1994, IN RECORDS OF SURVEY, BOOK 96, PAGES 26 THROUGH 35, INCLUSIVE, OFFICE OF THE RECORDER, RIVERSIDE, CALIFORNIA.

HIGHGROVE SANITARY LANDFILL EDISON EASEMENT

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 15 AND THE SOUTH ONE-HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGE 29 THROUGH 34, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER COMER OF SAID SECTION 15;

THENCE NORTH 88° 21' 30" WEST 320.24 FEET ALONG THE SOUTHERLY BOUNDARY OF THE SAID NORTHEAST ONE-QUARTER OF SECTION 15, TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88° 21' 30" WEST 99.40 FEET ALONG SAID SOUTHERLY BOUNDARY;

THENCE NORTH 34° 16' 42" WEST 1034.82 FEET;

THENCE SOUTH 63° 35' 16" WEST 47.17 FEET;

THENCE NORTH 26° 24' 44" WEST 4.00 FEET;

THENCE NORTH 63° 35' 16" EAST 46.62 FEET;

THENCE NORTH 34° 16' 42" WEST 32.57 FEET;

THENCE SOUTH 63° 53' 52" WEST 6.89 FEET;

THENCE NORTH 26° 06' 08" WEST 4.00 FEET;

THENCE NORTH 63° 53' 52" EAST 6.31 FEET;

THENCE NORTH 34° 16' 42" WEST 35.93 FEET;

THENCE NORTH 17° 55' 39" WEST 501.21 FEET;

THENCE NORTH 31° 02' 23" WEST 949.40 FEET;

THENCE NORTH 41° 42' 10" WEST 250.22 FEET;

THENCE NORTH 44° 57' 32" WEST 243.71 FEET;

THENCE NORTH 64° 41' 40" WEST 322.98 FEET;

THENCE NORTH 34° 45' 04" WEST 72.89 FEET;

THENCE NORTH 67° 30' 38" WEST 37.95 FEET

THENCE NORTH 22° 29' 22" EAST 4.00 FEET;

THENCE SOUTH 67° 30' 38" EAST 31.73 FEET;

THENCE NORTH 34° 45' 04" WEST 339.10 FEET TO THE NORTHERLY RIGHT OF WAY OF
HIGHGROVE PASS ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 70° 28' 39" EAST 185.28 FEET ALONG SAID NORTHERLY RIGHT OF WAY;

THENCE SOUTH 34° 45' 04" EAST 295.51 FEET;

THENCE SOUTH 64° 41' 40" EAST 257.96 FEET;

THENCE NORTH 35° 10' 24" BUT 17.35 FEET;

THENCE SOUTH 54° 49' 36" EAST 4.00 FEET;

THENCE SOUTH 35° 10' 24" WEST 17.35 FEET;

THENCE SOUTH 44° 57' 32" EAST 255.97 FEET;

THENCE NORTH 46° 40' 09" EAST 2.06 FEET;

THENCE SOUTH 43° 19' 51" EAST 4.00 FEET;

THENCE SOUTH 46° 40' 09" WEST 2.06 FEET;

THENCE SOUTH 41° 42' 10" EAST 256.01 FEEL;

THENCE NORTH 53° 37' 44" EAST 17.19 FEET;

THENCE SOUTH 36° 22' 16" EAST 4.00 FEET;

THENCE SOUTH 53° 37' 44" WEST 17.19 FEEL;

THENCE SOUTH 31° 02' 23" EAST 962.14 FEET;

THENCE NORTH 65° 30' 59" EAST 17.23 FEET;

THENCE SOUTH 24° 29' 01" EAST 4.00 FEET;

THENCE SOUTH 65° 30' 59" WEST 17.23 FEET;

THENCE SOUTH 17° 55' 39" EAST 496.88 FEET;

THENCE SOUTH 34° 16' 42" EAST 1158.14 FEET, TO THE POINT OF BEGINNING.

GUERRERO PROPERTY

APN 259-330-011

A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 344, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, THENCE NORTH 88°21'30" WEST 156.17 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID NORTHEAST ONE-QUARTER OF SECTION 15, TO THE POINT OF BEGINNING;

THENCE NORTH 15°18'28" EAST 55.97 FEET,

THENCE NORTH 08°54'32" WEST 33.56 FEET,

THENCE NORTH 57°23'00" WEST 36.34 FEET,

THENCE NORTH 80°24'25" WEST 13.36 FEET,

THENCE NORTH 88°58'37" WEST 10.40 FEET,

THENCE SOUTH 78°13'54" WEST 13.65 FEET,

THENCE SOUTH 63°18'09" WEST 35.94 FEET,

THENCE SOUTH 58°28'23" WEST 25.91 FEET,

THENCE SOUTH 09°56'17" EAST 75.05 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID NORTHEAST ONE-QUARTER OF SECTION 15,

THENCE SOUTH 88°21'30" EAST 99.42 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING.

MRF-GROVES DEVELOPMENT

APN 257-180-004, 257-180-005, 255-240-006 and portion of 257-180-006

BEING A PORTION OF THE SOUTH HALF OF SECTION 10, AND THE NORTH HALF OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER COMER OF SECTION 10 AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 96, PAGES 29 THROUGH 35, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

THENCE NORTH 89°21'29" WEST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 658.68 FEET; THENCE NORTH 00°57'57" EAST, A DISTANCE OF 197.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 1530.00 FEET, TO WHICH A RADIAL BEARS SOUTH 72°41'33" WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 163.80 FEET, THROUGH A CENTRAL ANGLE OF 06°08'03", TO A POINT ON THE SOUTHERLY RIGHT OF WAY (R/W) LINE OF HIGHGROVE PASS ROAD; THENCE NORTH 88°07'47" EAST, A DISTANCE OF 226.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 470 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.74 FEET, THROUGH A CENTRAL ANGLE OF 21°23'24";

THENCE SOUTH 61°17'00" EAST, A DISTANCE OF 359.44 FEET

THENCE SOUTH 38°30'10" EAST, A DISTANCE OF 211.84 FEET;

THENCE SOUTH 23°00'36" EAST, A DISTANCE OF 742.17 FEET;

THENCE NORTH 67°08'38" EAST, A DISTANCE OF 382.28 FEET;

THENCE SOUTH 31°02'24" EAST, A DISTANCE OF 714.53 FEET;

THENCE SOUTH 25°22'56" EAST, A DISTANCE OF 457.70 FEET;

THENCE SOUTH 83°22'56" WEST, A DISTANCE OF 794.26 FEET;

THENCE NORTH 89°12'52" WEST, A DISTANCE OF 574.67 FEET;

THENCE NORTH 00°47'08" EAST, A DISTANCE OF 401.99 FEET;

THENCE NORTH 00°47'08" EAST, A DISTANCE OF 1242.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN LYING NORTHEASTERLY OF THE CENTERLINE OF PIGEON PASS ROAD, AS SHOWN ON SAID RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

EXCEPTING THERE FROM THAT PORTION IN THE EUREKA SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 67 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THIS PARCEL DESCRIBED ABOVE CONTAINS 45.50 ACRES.

TSG INVESTORS

APN 257-180-014 and 257-180-016

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER NORTH 00°40'55" WEST 1799.49 FEET;

THENCE LEAVING SAID EASTERLY LINE SOUTH 89°19'05" WEST 733.00 FEET;

THENCE SOUTH 00°40'55" EAST 1024.50 FEET;

THENCE SOUTH 89°19'05" WEST 93.24 FEET TO THE EASTERLY LINE OF THE ELECTRICAL EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS DESCRIBED BY INSTRUMENT NO. 1999-295036, OFFICIAL RECORDS OF SAID COUNTY.

THENCE ALONG SAID EASTERLY LINE SOUTH 3°41'51" EAST 876.98 FEET;

THENCE LEAVING SAID EASTERLY LINE NORTH J 2'59'08" EAST 48.97 FEET;

THENCE NORTH 48°22'54" EAST 73.87 FEET;

THENCE NORTH 60°16'04" EAST 33.35 FEET;

THENCE NORTH 71°59'39" EAST 136.22 FEET;

THENCE NORTH 89°02'16" EAST 41.29 FEET;

THENCE SOUTH 61°06'13" EAST 43.07 FEET;

THENCE SOUTH 37°33'03" EAST 147.42 FEET;

THENCE SOUTH 05°10'15" EAST 45.32 FEET;

THENCE SOUTH 02°01'20" WEST 59.25 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°21'39" EAST 101.97 FEET TO THE POINT OF BEGINNING;

CONTAINING 26.59 ACRES MORE OR LESS.

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST COMER OF SAID NORTHEAST QUARTER;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER NORTH $00^{\circ}47'17''$ EAST 1038.31 FEET TO THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN GRANT DEED TO MRF-GROVES DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP, RECORDED AS INSTRUMENT NO. 2004-0960063, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY BOUNDARY SOUTH $89^{\circ}12'43''$ EAST 574.94 FEET AND NORTH $83^{\circ}23'05''$ EAST 775.79 FEET;

THENCE LEAVING SAID BOUNDARY SOUTH $34^{\circ}44'45''$ EAST 198.77 FEET TO THE WESTERLY LINE OF THE ELECTRICAL EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS DESCRIBED IN INSTRUMENT NO. 1999-295036 OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TEN COURSES:

SOUTH $17^{\circ}55'48''$ EAST 104.049 FEET,

SOUTH $34^{\circ}16'51''$ EAST 35.93 FEET,

SOUTH $63^{\circ}53'43''$ WEST 6.31 FEET,

SOUTH $26^{\circ}06'17''$ EAST 4.00 FEET,

NORTH $63^{\circ}53'43''$ EAST 6.89 FEET,

SOUTH $34^{\circ}16'51''$ EAST 32.57 FEET,

SOUTH $63^{\circ}35'07''$ WEST 46.62 FEET,

SOUTH $26^{\circ}24'53''$ EAST 4.00 FEET,

NORTH $63^{\circ}35'07''$ EAST 47.17 FEET AND

SOUTH $34^{\circ}16'51''$ EAST 1034.82 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID SOUTHERLY LINE NORTH $88^{\circ}21'39''$ WEST 2131.98 FEET TO THE POINT OF BEGINNING;

EXCEPT THEREFROM ANY PORTION LYING WITHIN PIGEON PASS ROAD AS SHOWN ON SAID RECORD OF SURVEY.

CONTAINING 43.41 ACRES MORE OR LESS.

LANDFILL LEASE AGREEMENT

between

COUNTY OF RIVERSIDE
a political subdivision of the State of California

as Lessor

and

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

as Lessee

Homeland Landfill

NOV 26 2013 12-20

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LANDFILL LEASE AGREEMENT

THIS LANDFILL LEASE AGREEMENT ("Lease") is dated for reference purposes November 1, 2013, and is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Lessor"), and **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT** ("Lessee").

RECITALS

A. Lessor is the owner of the real estate otherwise known as the Homeland Landfill described on **EXHIBIT A** attached hereto ("Land") in the County of Riverside, California.

B. Lessor intends to lease the Land to Lessee pursuant to this Lease, and Lessee intends to use the land to operate and maintain a landfill.

C. Lessee shall pay an annual rental for use and occupancy of the Land retroactive to November 1, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Lease, Lessor hereby leases the Land to Lessee, and Lessee hereby leases the Land from Lessor upon and subject to the conditions set forth in this Lease, and subject to all encumbrances and matters of record as of the date of this Lease.

1.2 Use of the Land. The Land shall be used and occupied only for the purpose of operating and maintaining a landfill. Lessee shall not use or permit the Land to be used for any other purpose without the prior written approval of Lessor.

1.3 Leasehold Encumbrances. The leasehold interest in the Land granted to Lessee by Lessor shall be subject only to those exceptions based upon a preliminary title report obtained by Lessee, a copy of which has been previously provided to and approved by Lessor.

2. Term.

2.1 Commencement. The term of this Lease shall commence on the "Effective Date," which is retroactively set as of November 1, 2009.

2.2 Duration. The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2039 ("Term").

3. Rent. Lessee shall pay to Lessor annual rent during the Term at the rate of \$1,900 per year payable, in whole, in advance, on or before July 1st for the Fiscal Year beginning on that

July 1st. For Fiscal Year 13-14, only, Lessee shall pay the annual rent within 30 calendar days of the full execution of this Lease. In addition, Lessee shall pay a lump sum of \$6,967 for pro-rated back rent owed for Fiscal Year 09-10; Fiscal Year 10-11; Fiscal Year 11-12; and Fiscal Year 12-13 within 30 calendar days of the full execution of this Lease.

4. Taxes. Lessee shall be solely responsible for the payment of and shall pay and discharge all taxes which are incurred under or in respect of this Lease.

5. Condition of the Land.

5.1 "As Is". Lessee hereby accepts the Land "as is" in its existing condition; provided, however, that Lessor shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of hazardous substances that (i) were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Lease, (ii) are at any time present on any adjacent property owned or controlled by Lessor and which result in contamination of the Land, or (iii) contaminate the Land as a result of the act or omission of Lessor or the act or omission of any party for which Lessor is liable. Lessor's obligation shall include any costs of investigation or remediation of such toxic or hazard substances that may be required by any federal, state or local government agency. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Land caused by Lessee or by the act or omission of Lessee's contractors or their subcontractors or any other party for which Lessee is liable, and the responsibility for the same shall remain with Lessee.

5.2 Lessor's Right to Inspect. Lessor shall have the right to inspect the Land at any time.

6. Indemnity and Hold Harmless.

6.1 Indemnification by Lessor. To the extent authorized by law, Lessor shall indemnify, defend and hold harmless Lessee and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessee Parties") from and against any and all liability, demands, liens, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees) for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising out of or relating to the negligent acts, errors, or omissions of Lessor including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessee.

6.2 Indemnification by Lessee. To the extent authorized by law, Lessee shall indemnify, defend and hold harmless Lessor and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessor Parties") from and against any and all Liabilities (as defined in Section 6.1), arising out of or relating to the negligent acts, errors, or omissions of Lessee including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessor.

6.3 Survival. The indemnification provisions of this Section shall remain in full force and effect and survive the termination and/or expiration of this Lease.

7. Eminent Domain. In the event of any taking of the Land, partial or whole, Lessor shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Land taken by the condemning authority.

8. Events of Default by Lessee and Lessor's Remedies.

8.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Lease:

(a) **Failure to Perform.** If Lessee shall (i) default in making payment when due of any rent or any other amount payable by Lessee hereunder; or (ii) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by Lessee hereunder; and, in either case, if such default shall continue for thirty (30) days, in each case after Lessor shall have given to Lessee notice specifying such default and demanding that the same be cured, or, with respect to a default under subsection (ii), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence; it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(b) **Lessee's Financial Condition.** If Lessee shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail seasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties.

8.2 Remedies Upon Lessee's Default. In the event of any default by Lessee as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, including termination of this Lease.

8.3 Cumulative Rights and Remedies. The rights and remedies reserved to Lessor herein, including those not specifically described, shall be cumulative, and except as provided by California statutory law in effect at the time, Lessor may pursue any and all such rights and remedies at the same time or independently.

8.4 No Waiver. No delay or omission of Lessor to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or

remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

8.5 Attorneys' Fees. In the event suit is brought by Lessor or Lessee relating to this Lease, including for the breach of any covenant or condition of this Lease, each party shall bear its own costs and expenses, including attorneys' fees, regardless of the prevailing party.

9. Quiet Enjoyment. If and so long as Lessee shall pay all rent payable by Lessee hereunder whenever the same shall become due and shall keep all of the covenants and conditions required by it to be kept during this Lease and shall perform all of its other obligations hereunder, Lessor covenants and agrees that Lessor will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Lessee, which occupation and enjoyment shall be without hindrance, ejection or molestation by Lessor.

10. Compliance with Laws. Lessee shall not use the Land or permit anything to be done in or about the Land which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Lessee shall further comply with the requirements of any board or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

11. Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by Lessor of Lessee's performance of any obligations hereunder shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease.

12. Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by confirmed email transmission and shall be deemed given when so delivered, received or emailed (provided sender obtains a confirmation of receipt). All notices or requests shall be sent as follows:

If to Lessor: County of Riverside
Real Estate Division
3403 Tenth Street, Suite 500
Riverside, California 92501

If to Lessee: Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section.

13. Assignment and Subleasing.

13.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and prior written approval of Lessor. Lessee shall not sublease the Land without the prior written consent of Lessor.

13.2 Assignment. Lessee shall not assign, mortgage, or encumber this Lease or delegate the duties of Lessee under this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed to be a consent by Lessor to any subsequent assignment. This Lease shall not, nor shall any interest of Lessee herein, be assignable by operation of law, without prior written consent of Lessor.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

14.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

14.3 Amendments. No change in or addition to or waiver or termination of this Lease or any part hereof, shall be valid unless made in writing and signed by or on behalf of the Lessor and Lessee.

14.4 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of California.

14.5 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the Superior Court of California, County of Riverside, and agree that in any such action venue shall lie exclusively in Riverside County, California.

14.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

14.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Lessee, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

14.8 No Merger. In no event shall the leasehold interest of Lessee hereunder merge with any estate of Lessor in or to the Land and this Lease shall remain in full force and effect.

14.9 Counterparts; Recording of Memorandum. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Either Lessor or Lessee shall have the right to record a memorandum of this Lease and the parties shall cooperate in execution of such memorandum.

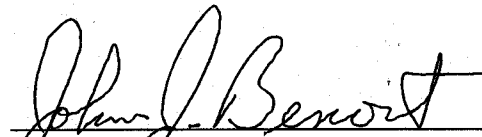
14.10 Schedule of Exhibits. This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

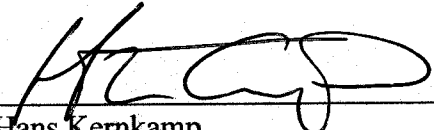
EXHIBIT A Land Legal Description

14.11 Approval. This Lease shall not be binding or effective until its approval by the Chairman of the Board of the Riverside County Board of Supervisors.

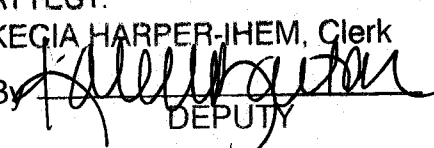
LESSOR:
COUNTY OF RIVERSIDE

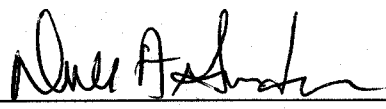
LESSEE:
RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

By: 
John J. Benoit, Chairman
Board of Supervisors

By: 
Hans Kernkamp
General Manager-Chief Engineer

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

ATTEST:
KEGIA HARPER-IHEM, Clerk
By: 
DEPUTY

By: 
Dale A. Gardner
Deputy County Counsel

California Certificate of Acknowledgment

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT
Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____
Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

California Certificate of Acknowledgment

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT
Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

EXHIBIT A
LAND LEGAL DESCRIPTION

Homeland Landfill (Inactive)

Assessor's Parcel Number (APN) for year 2013

APNs: 457-340-022

Legal Description:

PARCEL 1 OF PARCEL MAP NO. 11339, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON
FILE IN BOOK 99, PAGE 6 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY

LANDFILL LEASE AGREEMENT

between

COUNTY OF RIVERSIDE
a political subdivision of the State of California

as Lessor

and

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

as Lessee

Idyllwild Landfill

NOV 26 2013 12-20

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LANDFILL LEASE AGREEMENT

THIS LANDFILL LEASE AGREEMENT ("Lease") is dated for reference purposes November 1, 2013, and is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Lessor"), and **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT** ("Lessee").

RECITALS

A. Lessor is the owner of the real estate otherwise known as the Idyllwild Landfill described on **EXHIBIT A** attached hereto ("Land") in the County of Riverside, California.

B. Lessor intends to lease the Land to Lessee pursuant to this Lease, and Lessee intends to use the land to operate and maintain a landfill.

C. Lessee shall pay an annual rental for use and occupancy of the Land retroactive to November 1, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Lease, Lessor hereby leases the Land to Lessee, and Lessee hereby leases the Land from Lessor upon and subject to the conditions set forth in this Lease, and subject to all encumbrances and matters of record as of the date of this Lease.

1.2 Use of the Land. The Land shall be used and occupied only for the purpose of operating and maintaining a landfill. Lessee shall not use or permit the Land to be used for any other purpose without the prior written approval of Lessor.

1.3 Leasehold Encumbrances. The leasehold interest in the Land granted to Lessee by Lessor shall be subject only to those exceptions based upon a preliminary title report obtained by Lessee, a copy of which has been previously provided to and approved by Lessor.

2. Term.

2.1 Commencement. The term of this Lease shall commence on the "Effective Date," which is retroactively set as of November 1, 2009.

2.2 Duration. The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2039 ("Term").

3. Rent. Lessee shall pay to Lessor annual rent during the Term at the rate of \$11,400 per year payable, in whole, in advance, on or before July 1st for the Fiscal Year

beginning on that July 1st. For Fiscal Year 13-14, only, Lessee shall pay the annual rent within 30 calendar days of the full execution of this Lease. In addition, Lessee shall pay a lump sum of \$41,800 for pro-rated back rent owed for Fiscal Year 09-10; Fiscal Year 10-11; Fiscal Year 11-12; and Fiscal Year 12-13 within 30 calendar days of the full execution of this Lease.

4. Taxes. Lessee shall be solely responsible for the payment of and shall pay and discharge all taxes which are incurred under or in respect of this Lease.

5. Condition of the Land.

5.1 "As Is". Lessee hereby accepts the Land "as is" in its existing condition; provided, however, that Lessor shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of hazardous substances that (i) were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Lease, (ii) are at any time present on any adjacent property owned or controlled by Lessor and which result in contamination of the Land, or (iii) contaminate the Land as a result of the act or omission of Lessor or the act or omission of any party for which Lessor is liable. Lessor's obligation shall include any costs of investigation or remediation of such toxic or hazard substances that may be required by any federal, state or local government agency. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Land caused by Lessee or by the act or omission of Lessee's contractors or their subcontractors or any other party for which Lessee is liable, and the responsibility for the same shall remain with Lessee.

5.2 Lessor's Right to Inspect. Lessor shall have the right to inspect the Land at any time.

6. Indemnity and Hold Harmless.

6.1 Indemnification by Lessor. To the extent authorized by law, Lessor shall indemnify, defend and hold harmless Lessee and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessee Parties") from and against any and all liability, demands, liens, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees) for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising out of or relating to the negligent acts, errors, or omissions of Lessor including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessee.

6.2 Indemnification by Lessee. To the extent authorized by law, Lessee shall indemnify, defend and hold harmless Lessor and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessor Parties") from and against any and all Liabilities (as defined in Section 6.1), arising out of or relating to the negligent acts, errors, or omissions of Lessee including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessor.

6.3 Survival. The indemnification provisions of this Section shall remain in full force and effect and survive the termination and/or expiration of this Lease.

7. Eminent Domain. In the event of any taking of the Land, partial or whole, Lessor shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Land taken by the condemning authority.

8. Events of Default by Lessee and Lessor's Remedies.

8.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Lease:

(a) **Failure to Perform.** If Lessee shall (i) default in making payment when due of any rent or any other amount payable by Lessee hereunder; or (ii) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by Lessee hereunder; and, in either case, if such default shall continue for thirty (30) days, in each case after Lessor shall have given to Lessee notice specifying such default and demanding that the same be cured, or, with respect to a default under subsection (ii), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence; it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

(b) **Lessee's Financial Condition.** If Lessee shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail seasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties.

8.2 Remedies Upon Lessee's Default. In the event of any default by Lessee as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, including termination of this Lease.

8.3 Cumulative Rights and Remedies. The rights and remedies reserved to Lessor herein, including those not specifically described, shall be cumulative, and except as provided by California statutory law in effect at the time, Lessor may pursue any and all such rights and remedies at the same time or independently.

8.4 No Waiver. No delay or omission of Lessor to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or

remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

8.5 Attorneys' Fees. In the event suit is brought by Lessor or Lessee relating to this Lease, including for the breach of any covenant or condition of this Lease, each party shall bear its own costs and expenses, including attorneys' fees, regardless of the prevailing party.

9. Quiet Enjoyment. If and so long as Lessee shall pay all rent payable by Lessee hereunder whenever the same shall become due and shall keep all of the covenants and conditions required by it to be kept during this Lease and shall perform all of its other obligations hereunder, Lessor covenants and agrees that Lessor will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Lessee, which occupation and enjoyment shall be without hindrance, ejection or molestation by Lessor.

10. Compliance with Laws. Lessee shall not use the Land or permit anything to be done in or about the Land which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Lessee shall further comply with the requirements of any board or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

11. Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by Lessor of Lessee's performance of any obligations hereunder shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease.

12. Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by confirmed email transmission and shall be deemed given when so delivered, received or emailed (provided sender obtains a confirmation of receipt). All notices or requests shall be sent as follows:

If to Lessor: County of Riverside
Real Estate Division
3403 Tenth Street, Suite 500
Riverside, California 92501

If to Lessee: Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, California 92553

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section.

13. Assignment and Subleasing.

13.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and prior written approval of Lessor. Lessee shall not sublease the Land without the prior written consent of Lessor.

13.2 Assignment. Lessee shall not assign, mortgage, or encumber this Lease or delegate the duties of Lessee under this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed to be a consent by Lessor to any subsequent assignment. This Lease shall not, nor shall any interest of Lessee herein, be assignable by operation of law, without prior written consent of Lessor.

14. Miscellaneous.

14.1 Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

14.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

14.3 Amendments. No change in or addition to or waiver or termination of this Lease or any part hereof, shall be valid unless made in writing and signed by or on behalf of the Lessor and Lessee.

14.4 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of California.

14.5 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the Superior Court of California, County of Riverside, and agree that in any such action venue shall lie exclusively in Riverside County, California.

14.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

14.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Lessee, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

14.8 No Merger. In no event shall the leasehold interest of Lessee hereunder merge with any estate of Lessor in or to the Land and this Lease shall remain in full force and effect.

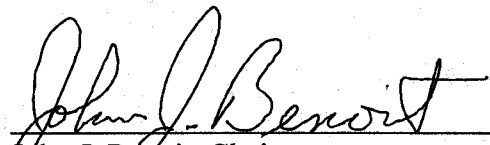
14.9 Counterparts; Recording of Memorandum. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Either Lessor or Lessee shall have the right to record a memorandum of this Lease and the parties shall cooperate in execution of such memorandum.

14.10 Schedule of Exhibits. This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

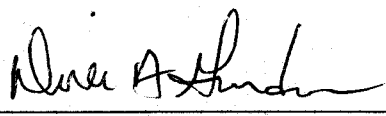
EXHIBIT A Land Legal Description

14.11 Approval. This Lease shall not be binding or effective until its approval by the Chairman of the Board of the Riverside County Board of Supervisors.

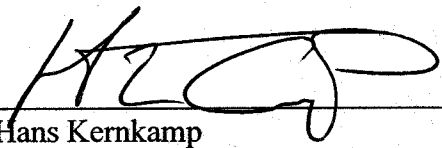
LESSOR:
COUNTY OF RIVERSIDE


By: 
John J. Benoit, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Dale A. Gardner
Deputy County Counsel

LESSEE:
RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT

By: 
Hans Kernkamp
General Manager-Chief Engineer

ATTEST:
KEGIA HARPER JHEM, Clerk
By: 
DEPUTY

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

SIGNER(S) OTHER THAN NAMED ABOVE:

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

**EXHIBIT A
LAND LEGAL DESCRIPTION**

Idyllwild Landfill (Inactive)

Assessor's Parcel Number (APN) for year 2013

APN: 565-020-015

Legal Description

GOVERNMENT LOT 15 IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY SUPPLEMENTAL PLAT APPROVED NOVEMBER 2, 1964

LANDFILL LEASE AGREEMENT

between

COUNTY OF RIVERSIDE
a political subdivision of the State of California

as Lessor

and

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

as Lessee

Lakeview Landfill

NOV 26 2013 12-20

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LANDFILL LEASE AGREEMENT

THIS LANDFILL LEASE AGREEMENT ("Lease") is dated for reference purposes November 1, 2013, and is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Lessor"), and **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT** ("Lessee").

RECITALS

A. Lessor is the owner of the real estate otherwise known as the Lakeview Landfill described on **EXHIBIT A** attached hereto ("Land") in the County of Riverside, California.

B. Lessor intends to lease the Land to Lessee pursuant to this Lease, and Lessee intends to use the land to operate and maintain a landfill.

C. Lessee shall pay an annual rental for use and occupancy of the Land retroactive to November 1, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Lease, Lessor hereby leases the Land to Lessee, and Lessee hereby leases the Land from Lessor upon and subject to the conditions set forth in this Lease, and subject to all encumbrances and matters of record as of the date of this Lease.

1.2 Use of the Land. The Land shall be used and occupied only for the purpose of operating and maintaining a landfill. Lessee shall not use or permit the Land to be used for any other purpose without the prior written approval of Lessor.

1.3 Leasehold Encumbrances. The leasehold interest in the Land granted to Lessee by Lessor shall be subject only to those exceptions based upon a preliminary title report obtained by Lessee, a copy of which has been previously provided to and approved by Lessor.

2. Term.

2.1 Commencement. The term of this Lease shall commence on the "Effective Date," which is retroactively set as of November 1, 2009.

2.2 Duration. The term of this Lease shall commence on the Effective Date and shall terminate on June 30, 2039 ("Term").

3. Rent. Lessee shall pay to Lessor annual rent during the Term at the rate of \$4,700 per year payable, in whole, in advance, on or before July 1st for the Fiscal Year beginning on that

July 1st. For Fiscal Year 13-14, only, Lessee shall pay the annual rent within 30 calendar days of the full execution of this Lease. In addition, Lessee shall pay a lump sum of \$17,233 for pro-rated back rent owed for Fiscal Year 09-10; Fiscal Year 10-11; Fiscal Year 11-12; and Fiscal Year 12-13 within 30 calendar days of the full execution of this Lease.

4. Taxes. Lessee shall be solely responsible for the payment of and shall pay and discharge all taxes which are incurred under or in respect of this Lease.

5. Condition of the Land.

5.1 "As Is". Lessee hereby accepts the Land "as is" in its existing condition; provided, however, that Lessor shall be solely responsible for all claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of hazardous substances that (i) were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Lease, (ii) are at any time present on any adjacent property owned or controlled by Lessor and which result in contamination of the Land, or (iii) contaminate the Land as a result of the act or omission of Lessor or the act or omission of any party for which Lessor is liable. Lessor's obligation shall include any costs of investigation or remediation of such toxic or hazard substances that may be required by any federal, state or local government agency. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Land caused by Lessee or by the act or omission of Lessee's contractors or their subcontractors or any other party for which Lessee is liable, and the responsibility for the same shall remain with Lessee.

5.2 Lessor's Right to Inspect. Lessor shall have the right to inspect the Land at any time.

6. Indemnity and Hold Harmless.

6.1 Indemnification by Lessor. To the extent authorized by law, Lessor shall indemnify, defend and hold harmless Lessee and its elected and appointed officers, officials, representatives, employees, and agents (the "Indemnified Lessee Parties") from and against any and all liability, demands, liens, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees) for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising out of or relating to the negligent acts, errors, or omissions of Lessor including, without limitation, any breach of this Lease except to the extent that such Liabilities are caused by the negligence or willful misconduct of Lessee.

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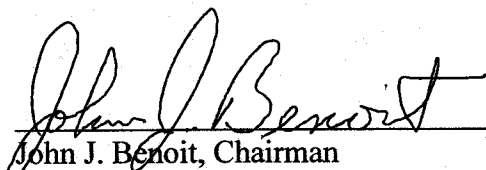
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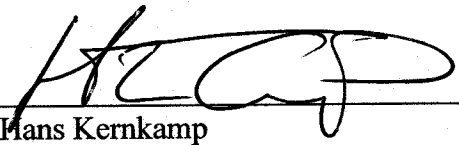
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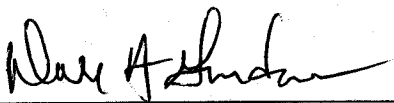
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COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of California Notary Public)

Additional Optional Information*

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Landfill Lease

(Title or Description of Attached Document)

Number of Pages: _____

Document Date: _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- Individual
- Corporate Officer: _____
(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

SIGNER(S) OTHER THAN NAMED ABOVE:

California Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} ss.

On _____, 2013, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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- Trustee
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

**SIGNER(S) OTHER THAN
NAMED ABOVE:**

EXHIBIT A
LAND LEGAL DESCRIPTION

Lakeview Landfill (Inactive)

Assessor's Parcel Number (APN) for year 2013

APN: 426-030-022-5

Legal Description

ALL OF LOT 2 AS SHOWN ON AMENDED MAP OF LAKEVIEW TOWNSITE, RECORDED IN BOOK 20, PAGE 26 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.