

**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**

**Lamb Canyon Landfill**

NOV 26 2013

R-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 Lamb Canyon 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 \$366,900 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year beginning on that July 1<sup>st</sup>. 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 \$1,345,300 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.

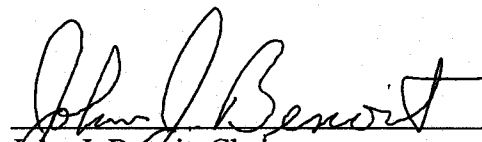
**14.10 Schedule of Exhibits.** This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

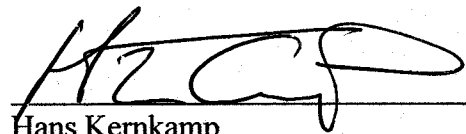
EXHIBIT A Land Legal Description

**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

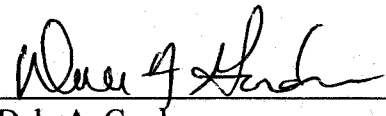
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-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**

## **Lamb Canyon Landfill (Active)**

### **Assessor's Parcel Number (APN) for year 2013**

APNS: 412-170-034, 421-190-016, 421-200-023, 421-200-024, 421-200-033, 421-200-043, 421-220-014, 421-220-023, 421-220-024, 421-220-025, 421-220-026, 421-230-008, and 421-230-009

### **Legal Description:**

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE & MERIDIAN, AS SHOWN ON RECORD OF SURVEY BOOK 58, PAGES 71 THROUGH 74 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 89°22'22" WEST, A DISTANCE OF 1480.81 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20 TO THE POINT OF INTERSECTION BETWEEN SAID SOUTH LINE AND THE NORTHWESTERLY RIGHT OF WAY LINE OF A 290 FOOT WIDE STRIP DEEDED TO SOUTHERN CALIFORNIA EDISON PER INSTRUMENT NUMBER 55231, RECORDED JUNE 12, 1970, SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°22'22" WEST, AS DISTANCE OF 325.72 FEET;

THENCE NORTH 42°17'11" EAST, A DISTANCE OF 778.47 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE SOUTH 00°07'17" EAST, A DISTANCE OF 360.84 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID 290 FOOT WIDE STRIP;

THENCE SOUTH 42°17'11" WEST, A DISTANCE OF 295.54 FEET ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE & MERIDIAN, AS SHOWN ON RECORD OF SURVEY BOOK 5, PAGE 43, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29 AS SHOWN ON RECORD OF SURVEY BOOK 58, PAGES 71 THROUGH 74 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 00°53'33" WEST, A DISTANCE OF 2,380.53 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 29;

THENCE LEAVING SAID WEST LINE NORTH  $89^{\circ}55'56''$  WEST, AS DISTANCE OF 1,151.96 FEET;

THENCE SOUTH  $89^{\circ}56'00''$ , A DISTANCE OF 296.48 FEET;

THENCE NORTH  $00^{\circ}04'00''$  WEST, A DISTANCE OF 930.20 FEET

THENCE NORTH  $07^{\circ}51'42''$  EAST, A DISTANCE OF 1,472.79 FEET TO THE NORTH LINE OF SAID SECTION 30;

THENCE SOUTH  $89^{\circ}33'27''$  EAST, A DISTANCE OF 1,285.19 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

THE SOUTH ONE-HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN. EXCEPTING THEREFROM THAT PORTION GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION IN GRANT DEED RECORDED SEPTEMBER 24, 1974, AS INSTRUMENT NUMBER 123261 OF OFFICIAL RECORDS.

**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**

**Mead Valley Landfill**

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### RECITALS

**A.** Lessor is the owner of the real estate otherwise known as the Mead Valley 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 \$112,200 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year beginning on that July 1<sup>st</sup>. 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 \$411,400 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.



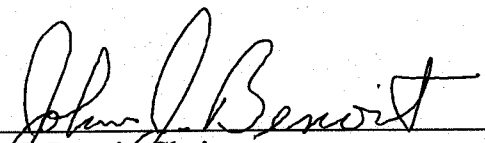
**14.10 Schedule of Exhibits.** This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

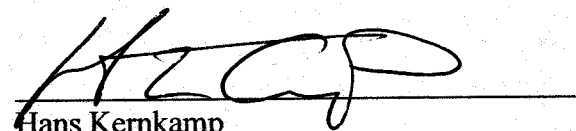
EXHIBIT A Land Legal Description

**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

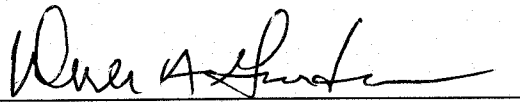
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-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.

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**Landfill Lease**

\_\_\_\_\_  
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Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_

\_\_\_\_\_  
(Additional Information)

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- 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**

## **Mead Valley Landfill (Closed)**

### **Assessor's Parcel Number (APN) for year 2013**

APN: 323-040-002, 323-040-003, 323-040-004, 323-040-005, 323-040-006, and 323-040-008

### **Legal Description**

PARCEL NO.1: THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL NO.2:  
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL NO.3:  
THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL NO.4:  
THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED AUGUST 8, 1883.

**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**

**Mecca I 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 Mecca I 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 \$13,200 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year

beginning on that July 1<sup>st</sup>. 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 \$48,400 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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**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.

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Riverside, California 92501

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

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**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.

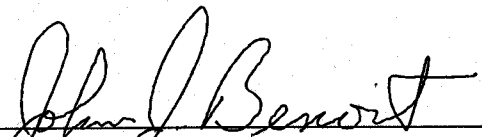
**14.10 Schedule of Exhibits.** This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

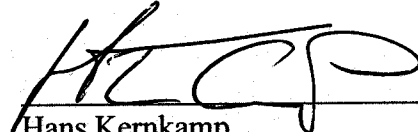
EXHIBIT A Land Legal Description

**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

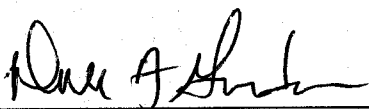
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-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.

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- Trustee
- Guardian/Conservator
- Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

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



**EXHIBIT A**  
**LAND LEGAL DESCRIPTION**

**Mecca I Landfill (Inactive)**

**Assessor's Parcel Number (APN) for year 2013**

APN: 729-100-006 and 729-1 00-011

**Legal Description**

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION DEDICATED FOR PUBLIC ROADS, AS DESCRIBED IN INSTRUMENT NO. 32692, RECORDED APRIL 15, 1959, 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**

**Mecca II 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 Mecca II 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 \$51,300 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year

beginning on that July 1<sup>st</sup>. 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 \$188,100 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.

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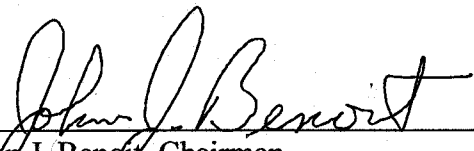
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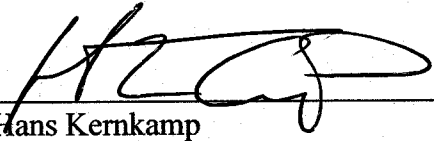
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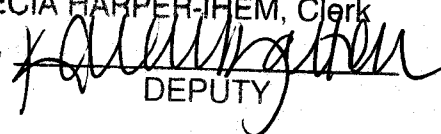
LESSOR:  
COUNTY OF RIVERSIDE

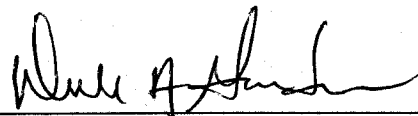
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-IHEM, Clerk  
By:   
DEPUTY

By:   
Dale A. Gardner  
Deputy County Counsel

**California Certificate of Acknowledgment**

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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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\_\_\_\_\_  
(Title or Description of Attached Document)

Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_

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(Additional Information)

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(Title)
- Partner (Limited)
- Partner (General)
- Attorney-in-Fact
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**SIGNER IS REPRESENTING:**

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

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STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

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- Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

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

**EXHIBIT A**  
**LAND LEGAL DESCRIPTION**

**Mecca II Landfill (Active)**

**Assessor's Parcel Number (APN) for year 2013**

APN: 727-241-001, 727-241 -018, 727-242-001, 727-242-01 1, and 727-242-012

**Legal Description**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THAT PORTION OF RIGHT OF WAY FOR A HIGHWAY, 60 FEET IN WIDTH, DESCRIBED IN INSTRUMENT NO. 117893. RECORDED JUNE 9, 1978, 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**

**Menifee 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 Menifee 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 \$8,400 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year beginning on that

July 1<sup>st</sup>. 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 \$30,800 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.

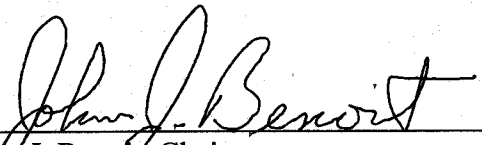
**14.10 Schedule of Exhibits.** This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

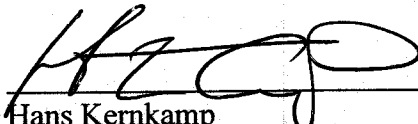
EXHIBIT A Land Legal Description

**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

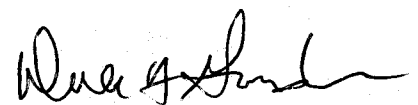
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-JEM, 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

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} ss.

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**SIGNER IS REPRESENTING:**

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

**EXHIBIT A**  
**LAND LEGAL DESCRIPTION**

**Menifee Landfill (Inactive)**

**Assessor's Parcel Number (APN) for year 2013**

APN: 333-210-003-5

**Legal Description**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 3 WEST. SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF 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**

**Mira Loma Landfill**

NOV 26 2013 12-20

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- A.** Lessor is the owner of the real estate otherwise known as the Mira Loma 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.

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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.

**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.

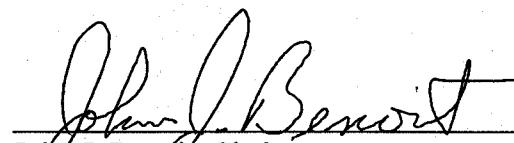
**14.10 Schedule of Exhibits.** This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

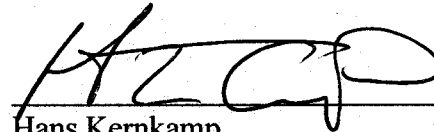
EXHIBIT A Land Legal Description

**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

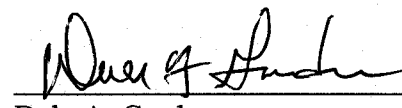
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-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.

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- Partner (General)
- Attorney-in-Fact
- Trustee
- Guardian/Conservator
- Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

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

**EXHIBIT A**  
**LAND LEGAL DESCRIPTION**



## Mira Loma Landfill (Inactive)

### Assessor's Parcel Number (APN) for year 2013

APN: 156-220-002 and 156-230-004

### Legal Description

ALL OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, WHICH LIES EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE LAND CONVEYED TO RIVERSIDE COUNTY FOR ROAD PURPOSES BY THE RANCHO MIRA LORNA BY DEED RECORDED APRIL 18, 1936 IN BOOK 274, AT PAGE 265 THEREOF, OFFICIAL RECORDS OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN THE FOLLOWING:

COMMENCING AT THE SOUTHEAST COMER OF SAID SECTION 4;

THENCE NORTH 00° 18' 36" EAST ALONG THE EASTERLY LINE OF SAID SECTION 4 A DISTANCE OF 335.31 FEET, TO THE CENTERLINE OF RELOCATED BAIN STREET, AS SHOWN ON MAP OF TRACT NO. 3 163 FILED IN BOOK 53, PAGES 26 THROUGH 29, INCLUSIVE, OF MAPS, RIVERSIDE COUNTY CALIFORNIA;

THENCE NORTH 21° 23' 24" WEST ALONG SAID CENTERLINE, 207.91 FEET;

THENCE AT RIGHT ANGLES, SOUTH 68° 36' 36" WEST 50.00 FEET TO THE WESTERLY LINE OF SAID RELOCATED BAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 68° 36' 36" WEST 76.11 FEET, TO A POINT ON THE WESTERLY LINE OF SAID 60 FOOT WIDE BAIN STREET, SAID POINT BEING ON A NON-TANGENT CURVE HAVING A RADIUS OF 1562.69 FEET AND BEING CONCAVE NORTHEASTERLY, ALSO FROM WHICH POINT A RADIAL LINE OF SAID CURVE BEARS NORTH 57° 29' 4 1" EAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 57' 25", A DISTANCE OF 107.92 FEET TO THE END THEREOF;

THENCE NORTH 28° 32' 54" WEST ALONG SAID WESTERLY LINE OF BAIN STREET 49.73 FEET, TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 630.00 FEET AND BEING CONCAVE EASTERLY;

THENCE NORTHERLY, CONTINUING ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID LAST DESCRIBED CURVE, THROUGH A CENTRAL ANGLE OF 26° 04' 00", A DISTANCE OF 286.62 FEET;

THENCE NORTH 02° 28' 54" WEST ALONG SAID WESTERLY LINE 558.28 FEET, TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 530.00 FEET AND BEING CONCAVE EASTERLY;

THENCE NORTHERLY ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID LAST DESCRIBED CURVE, THROUGH A CENTRAL ANGLE OF 41° 34' 30", A DISTANCE OF 384.58 FEET;

THENCE NORTH 39° 05' 36" EAST ALONG SAID WESTERLY LINE, 146.21 FEET, TO A POINT ON THE SAID WESTERLY LINE OF RELOCATED BAIN STREET AS SHOWN ON SAID MAP OF TRACT NO. 3163, SAID POINT BEING ON A NON-TANGENT CURVE HAVING A RADIUS OF 1550.00 FEET AND BEING CONCAVE EASTERLY, ALSO FROM WHICH POINT A RADIAL LINE OF SAID CURVE BEARS SOUTH 65° 08' 38" EAST;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF RELOCATED BAIN STREET AND ALONG THE ARC OF SAID LAST DESCRIBED CURVE, THROUGH A CENTRAL ANGLE OF 46° 14' 46", A DISTANCE OF 1251.07 FEET TO THE END THEREOF;

THENCE SOUTH 21° 23' 24" EAST ALONG SAID WESTERLY LINE 208.59 FEET, TO THE TRUE POINT OF BEGINNING, AS CONVEYED TO ELK'S NATIONAL RETIREMENT, INC. BY DEED RECORDED SEPTEMBER 27, 1966, AS INSTRUMENT NO. 95942.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 8, 1970, AS INSTRUMENT NO. 53396, 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**

**Oasis 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 Oasis 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 \$59,500 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year

beginning on that July 1<sup>st</sup>. 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 \$218,167 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.

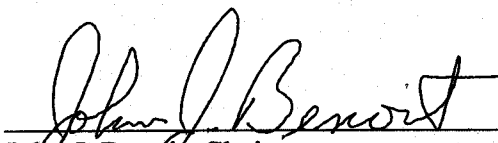
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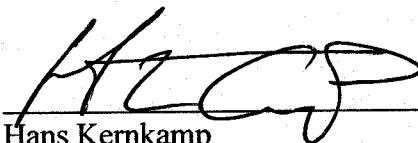
EXHIBIT A Land Legal Description

**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

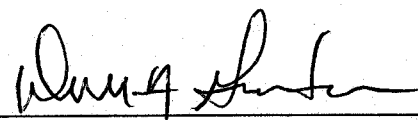
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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-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: \_\_\_\_\_

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**CAPACITY CLAIMED BY THE SIGNER**

- Individual
- Corporate Officer: \_\_\_\_\_  
(Title)
- Partner (Limited)
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- 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**

**Oasis Landfill (Active)**

**Assessor's Parcel Number (APN) for year 2013**

APNs: 737-240-003 and 737-200-032

**Legal Description:**

**Parcel 1:**

THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 9 EAST,  
SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA

**Parcel 2:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 29, TOWNSHIP 8 SOUTH, RANGE 9 EAST, SAN BERNARDINO BASE AND  
MERIDIAN, AS DESCRIBED IN INSTRUMENT NO. 89319, RECORDED JULY 7, 1972,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF  
CALIFORNIA, DESCRIBED IN INSTRUMENT NO. 72354, RECORDED MARCH 5, 1991,  
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**

**West Riverside Landfill**

NOV 26 2013

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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 West Riverside 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 \$46,700 per year payable, in whole, in advance, on or before July 1<sup>st</sup> for the Fiscal Year beginning on that July 1<sup>st</sup>. 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 \$171,233 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.

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.



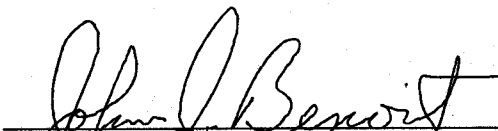
**14.10 Schedule of Exhibits.** This Lease includes the following exhibits attached hereto and incorporated herein by this reference.

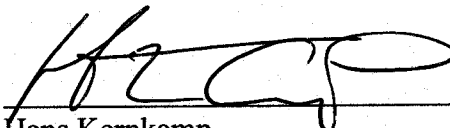
EXHIBIT A Land Legal Description

**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.

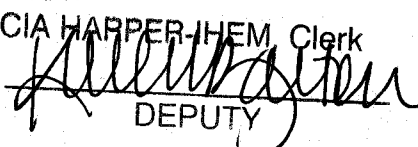
LESSOR:  
COUNTY OF RIVERSIDE

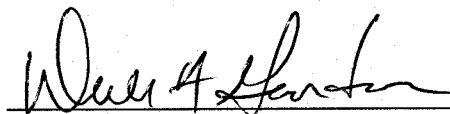
LESSEE:  
RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT

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\***

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**DESCRIPTION OF ATTACHED DOCUMENT**

**Landfill Lease**

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Document Date: \_\_\_\_\_

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(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**

## West Riverside Landfill (Closed)

### Assessor's Parcel Number (APN) for year 2013

APNs: 178-281-006, 178-281-008, 178-281-01 1, 178-290-003, 178-290-006, and 778-290-01 3

### Legal Description:

#### **Parcel 1:**

BEING A PORTION OF LOT 2 OF THE AMENDED MAP OF THE WEST RIVERSIDE SUBDIVISION RECORDED IN MAP BOOK 4, PAGE 72, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 2 THROUGH 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY OF 26TH STREET AND THE NORTHERLY LINE OF LOT "DM, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 52° 30' 50" WEST ALONG SAID NORTHERLY LINE OF LOT "D", 640.84 FEET;

THENCE NORTH 88° 37' 10" WEST ALONG SAID NORTHERLY LINE OF LOT "D", 300.00 FEET;

THENCE NORTH 01° 06' 10" WEST ALONG SAID NORTHERLY LINE OF LOT "D", 375.29 FEET;

THENCE NORTH 54° 50' 10" WEST ALONG SAID NORTHERLY LINE OF LOT "D", 115.00 FEET;

THENCE SOUTH 84° 22' 50" WEST ALONG SAID NORTHERLY LINE OF LOT "D", 265.00 FEET;

THENCE SOUTH 26° 22' 50" WEST ALONG SAID NORTHERLY LINE OF LOT "D", 67.08 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 58017, RECORDED MARCH 2, 1987, IN THE OFFICE OF THE COUNTY RECORDER, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 52° 38' 14" WEST ALONG SAID SOUTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 5801 7 AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 2, 22.86 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID INSTRUMENT NO. 58017;

THENCE NORTH 37° 21' 46" EAST ALONG SAID NORTHWESTERLY LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 5801 7, 6.50 FEET, TO A POINT ON THE

NORTHEASTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID INSTRUMENT NO. 58017;

THENCE NORTH 52° 38' 14" WEST ALONG SAID NORTHEASTERLY LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 5801 7,97.00 FEET, TO A POINT ON THE NORTHWESTERLY LIME OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF HALL AVENUE, AS SHOWN ON SAID RECORD OF SURVEY; .

THENCE NORTH 37° 21' 46" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF HALL AVENUE, 748.20 FEET, TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY OF 26TH STREET;

THENCE SOUTH 52° 29' 10" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF 26TH STREET, 1059.56 FEET, TO THE POINT OF BEGINNING.

**Parcel 2:**

BEING A PORTION OF LOT "A" AND LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, RECORDED IN MAP BOOK 10, PAGE 3, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 2 THROUGH 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY COMER OF LOT "D", AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 41° 34' 36" EAST 33.09 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF 26TH STREET, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 52° 29' 10" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY OF 26TH STREET, 28.91 FEET;

THENCE NORTH 37° 28' 47" EAST 200.92 FEET;

THENCE NORTH 52° 25' 03" WEST 18.18 FEET;

THENCE NORTH 25° 54' 17" EAST 334.48 FEET;

THENCE SOUTH 52° 25' 26" EAST 1279.3 1 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF THE SANTA ANA RIVER, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 3 1° 32' 32" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY OF THE SANTA ANA RIVER, 1130.03 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE HIGHWAY 60, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7624.88 FEET, TO WHICH A RADIAL BEARS NORTH 18° 06' 06" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY OF STATE HIGHWAY 60, 53 1.84 FEET, THROUGH A CENTRAL ANGLE OF 03" 59' 47", TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 6499.90 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY OF STATE HIGHWAY 60, 766.95 FEET, THROUGH A CENTRAL ANGLE OF 06" 45' 38";

THENCE NORTH 82" 39' 19" WEST ALONG SAID NORTHERLY RIGHT OF WAY OF STATE HIGHWAY 60, 150.55 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3749.94 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY OF STATE HIGHWAY 60, 354.01 FEET, THROUGH A CENTRAL ANGLE OF 05" 24' 32";

THENCE NORTH 88" 03' 5 1 " WEST ALONG SAID NORTHERLY RIGHT OF WAY OF STATE HIGHWAY 60, 338.10 FEET, TO A POINT ON THE NORTHEASTERLY 22 FOOT RIGHT OF WAY OF 28TH STREET, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 52" 28' 38" WEST ALONG SAID NORTHEASTERLY 22 FOOT RIGHT OF WAY OF 28TH STREET, 90.66 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF BLOCKS 12 AND 13, AS SHOWN ON MAP BOOK 5, PAGE 116, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 41' 04' 57" EAST ALONG SAID SOUTHERLY BOUNDARY, 11.02 FEET, TO A POINT ON THE NORTHEASTERLY 33 FOOT RIGHT OF WAY OF 28TH STREET, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 52' 28' 38" WEST ALONG SAID NORTHEASTERLY 33 FOOT RIGHT OF WAY OF 28TH STREET, 90.83 FEET, TO A POINT ON THE SOUTHERLY LINE OF LOT "D", AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE MOST WESTERLY COMER OF SAID LOT "D";

THENCE NORTH 07' 35' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 312.64 FEET;

THENCE NORTH 50" 25' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 295.40 FEET;

THENCE NORTH 22' 40' 22" EAST ALONG SAID SOUTHERLY LIME OF LOT "DM", 213.28 FEET;

THENCE NORTH 67' 19' 38" WEST ALONG SAID SOUTHERLY LINE OF LOT "D", 1.80 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 347.00 FEET, TO WHICH A RADIAL BEARS NORTH 67° 19' 38" WEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE OF LOT "D", 38.66 FEET, THROUGH A CENTRAL ANGLE OF 06° 23' 00", TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 49.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE OF LOT "DM", 44.66 FEET, THROUGH A CENTRAL ANGLE OF 52° 13' 00", TO WHICH A RADIAL BEARS NORTH 08° 43' 38" WEST;

THENCE NORTH 83° 47' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 177.15 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 109.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE OF LOT "D", 102.32 FEET, THROUGH A CENTRAL ANGLE OF 53° 47' 00", TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 69.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE OF LOT "D", 55.80 FEET, THROUGH A CENTRAL ANGLE OF 46° 20' 00", TO WHICH A RADIAL BEARS SOUTH 86° 05' 38" EAST;

THENCE SOUTH 04° 16' 22" WEST ALONG SAID SOUTHERLY LINE OF LOT "D", 239.97 FEET, TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 174.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE OF LOT "D", 84.02 FEET, THROUGH A CENTRAL ANGLE OF 27° 40' 00", TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 95.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE OF LOT "D", 101.81 FEET, THROUGH A CENTRAL ANGLE OF 61° 24' 00", TO WHICH A RADIAL BEARS SOUTH 05° 12' 22" WEST;

THENCE SOUTH 84° 55' 38" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 147.14 FEET;

THENCE NORTH 82° 36' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "DM", 99.60 FEET;

THENCE NORTH 63° 08' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 70.50 FEET;



THENCE NORTH 57' 14' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 94.30 FEET;

THENCE NORTH 54' 23' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 188.88 FEET;

THENCE NORTH 52' 08' 22" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 129.50 FEET;

THENCE NORTH 41' 34' 36" EAST ALONG SAID SOUTHERLY LINE OF LOT "D", 239.54 FEET, TO THE POINT OF BEGINNING.

**Parcel 3:**

BEING A PORTION OF LOT "C" OF THE AMENDED MAP OF THE INDIAN HILL TRACT, RECORDED IN MAP BOOK 10, PAGE 3, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 2 THROUGH 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY COMER OF LOT "C", AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF TURBINE STREET AND THE NORTHERLY LINE OF LOT "D", AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 03' 26' 43" WEST ALONG SAID EASTERLY RIGHT OF WAY OF TURBINE STREET, 175.29 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF HALL AVENUE, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 37' 21' 46" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF HALL AVENUE, 58.95 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF INSTRUMENT NO. 77775, RECORDED JULY 15, 1971, IN THE OFFICE OF THE COUNTY RECORDER, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 52' 38' 14" EAST ALONG SAID SOUTHWESTERLY LINE OF INSTRUMENT NO. 77775, 163.13 FEET, TO A POINT ON SAID NORTHERLY LINE OF LOT "D", AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 51' 35' 17" WEST ALONG SAID NORTHERLY LINE OF LOT "DM", 197.68 FEET, TO THE POINT OF BEGINNING.