

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



FROM: John Tavaglione, 2nd District Supervisor

SUBMITTAL DATE:
February 10, 2015

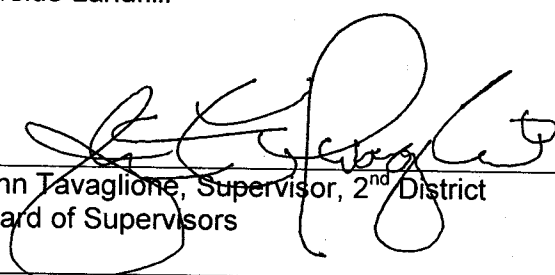
SUBJECT: Revenue Ground Sublease – Alternative Energy, District 2

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Revenue Ground Sublease is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), as it can be seen with certainty that there is no possibility the activity in question may have a significant impact on the environment, and is not a "project" as defined under Section 15060 (c);
2. Approve the attached Revenue Ground Sublease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five (5) working days.

BACKGROUND: In 2013, the Economic Development Agency (EDA), in coordination with the Waste Management Department (WMD), issued a Request for Proposal (RFP) for an Alternative Energy Project on the closed West Riverside Landfill, Jurupa Valley. The closed West Riverside Landfill is approximately 80 acres, and is operated and controlled by the Waste Management Department. The RFP requested submittals from private sector alternative energy developers to construct utility grade alternative energy facilities on the closed West Riverside Landfill.

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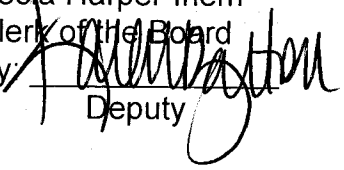


John Tavaglione, Supervisor, 2nd District
Board of Supervisors

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: February 10, 2015
xc: Supvr. Tavaglione, EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

BACKGROUND: (Continued)

As consideration, the selected developer would pay the County a percentage of their gross revenues generated from the sales of energy along with monthly ground rent. Three firms submitted responses to the RFP and were evaluated based upon five categories. The required qualifications of the selected Developer/Owner included experience constructing alternative energy projects, financial capability, project and property management and the economics of the proposal. Based on the selection criteria, Stronghold Engineering Inc. was the awardee and the County moved to negotiate an agreement that would provide Stronghold with the ability to conduct up to 36 months of due diligence which includes forming the size and scope of an alternative energy project and fully entitling that project through the local jurisdiction with County consent over the ultimate project. WMD may grant up to two 6-month extensions to the initial 36-month diligence period, if WMD determines, in its sole and subjective determination, that Stronghold has made reasonable progress to obtain necessary permits.

The proposed project seeks to take a closed landfill that is a non-performing asset and convert that asset into an alternative energy project that will further the County's goal of pursuing sustainable and livable County communities. In addition, the revenue generated from this facility will serve to reduce the County's on-going maintenance and operational costs at this facility which will in turn benefit the taxpayer.

The proposed discretionary action is a twenty-eight year ground sublease, with the potential to extend for a second twenty-eight year term, proposing a conceptual alternative energy project. Currently only rough design parameters exist, however, Stronghold Engineering Inc. is responsible to perform due diligence and to fully design and construct a project that fulfills the demand for alternative energy through power purchase agreements (PPA's). The sublease delineates full responsibility on Stronghold Engineering Inc. to pursue entitlements and environmental review with the appropriate lead agency once the final project size, scope and design parameters are formed and to submit the necessary CEQA documentation to the lead agency overseeing the project approval process. In addition, this sublease allows Stronghold Engineering Inc. to secure the necessary site control to pursue PPA's and to obtain the necessary financing in order to move forward with the entitlement process.

The Notice of Exemption is included as Attachment A.

- Leased Premises: West Riverside Landfill
APNs: 178-290-006, 178-281-006, 178-290-003, and 178-290-013
- Sublessor: County of Riverside Waste Management Department
- Sublessee: Stronghold Engineering, Inc.
- Size: Approximately eighty (80) acres
- Term: Twenty-eight (28) years, including a three (3) year due diligence period, with up to two 6-month extensions, in WMD's sole and subjective discretion. One option to extend for an additional twenty-eight (28) years.
- Rent: After the due diligence period, two thousand dollars (\$2000.00) per month as ground rent, plus two (2%) percent of total gross monthly revenue.

(Continued)

BACKGROUND: (Continued)

- Rent Adjustment: Ground rent shall increase three (3%) percent annually
- Utilities: To be paid for by Sublessee
- Maintenance: To be paid for by Sublessee
- Improvements: Alternative Energy Facilities consisting of Solar Panels, installed and paid for by Sublessee.

The Real Estate Division will be reimbursed for any and all costs incurred and associated with this transaction through the Waste Management Department from the revenues received from this project. This sublease has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

When constructed, this proposed alternative energy project will serve to address the County's goal of improving the quality of life by developing sustainable and livable communities. The project may provide environmentally friendly solar energy to residents and businesses of the region for years to come. The project will serve to use a closed landfill site to generate solar energy that will also create jobs and revenue that will benefit the taxpayers of the County by offsetting long term maintenance and operational costs of the closed landfill.

Contract History and Price Reasonableness

In 2013, an RFP for an Alternative Energy Project on the closed West Riverside Landfill, Jurupa Valley was issued. Although there is a 3 year due diligence period, there is a potential for ongoing revenue to the WMD in the form of rent and gross revenue payments when the project is permitted and finalized.

Attachments:
Revenue Ground Sublease
Notice of Exemption

RF:JWW:VC:VY:CE:sl 056WA



NOTICE OF EXEMPTION

February 3, 2015

Project Name: County of Riverside, West Riverside Landfill Revenue Lease Agreement with Stronghold Engineering, Inc.

Project Number: FM041400056

Project Location: Assessor Parcel Numbers: 178-290-006, 178-281-006, 178-290-003, and 178-290-013; Located adjacent to the west levee of the Santa Ana River, and along the north side of State Highway 60; bounded by Hall Avenue and homes on the west, and by 28th Street and a recreational go-cart track on the north. Entrance to the site is at 2700 Hall Avenue, Jurupa Valley, CA; Latitude: 34° 0' 25.0446" N, Longitude: -117° 23' 12.5916 "W. (See attached site plan)

Description of Project: In March, 2013, the County of Riverside Economic Development Agency (EDA), in coordination with the County of Riverside Waste Management Department (WMD), issued a Request for Proposal (RFP) for an alternative energy project on the closed West Riverside Landfill, in the city of Jurupa Valley, California (City). The City, acting as the lead agency under the California Environmental Quality Act (CEQA), has ultimate approval authority for any land use determinations, including all mitigation, conditions of approval, or alternatives pursuant to CEQA. The closed West Riverside Landfill is approximately 80 acres, and is operated by the WMD. The RFP requested submittals from private sector alternative energy developers to construct utility grade alternative energy facilities on the closed landfill. As consideration, the developer would pay the WMD a percentage of their gross revenues generated from the sales of energy along with paying a monthly rental. Three firms submitted responses to the RFP, with the final bid awarded to Stronghold Engineering Inc. The EDA proposes a 28-year lease agreement between the WMD and Stronghold Engineering Inc. to be effective once a future development is defined and all entitlements and permits are obtained from the City, acting as the lead agency. The lease agreement will allow Stronghold Engineering Inc. to secure the necessary financial commitments in order to move forward with the development, including the appropriate entitlement process with the City. The lease agreement specifically delineates full responsibility on Stronghold Engineering Inc. to comply with and provide full CEQA review once the actual construction parameters of the proposed project are established, and to submit the necessary CEQA documentation to the lead agency overseeing the approval process.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Stronghold Engineering, Inc.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b) (3), General Rule “Common Sense” Exemption. Not a “project” as defined under State CEQA Guidelines, Section 15060 (c).

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only provides a potential lease for developers in order to pursue an appropriate development and proceed with the entitlement process. It does not approve any development and does not limit any design, mitigation, conditions, or alternatives – including the determination to not approve the development – by the lead agency. Any meaningful evaluation of potential environmental impacts would be wholly speculative at this time and would not provide any meaningful public review or analysis. The lease does not commit the County to any development, does not approve the development, and does not specifically lead to any environmental impacts prior to full public review by the lead agency. Therefore, no environmental impacts related to this lease are anticipated to occur.

- Section 15061 (b) (3) - General Rule Exemption. In accordance with CEQA, the leasing activity does not have the potential for causing a significant effect on the environment. The lease is in place merely to provide potential financing for developers in order to pursue an appropriate development of a potential alternative energy facility at the closed landfill location. The lease itself does not lead to any specific development and any environmental analysis would be speculative at this time and would not lead to any meaningful public review. Accordingly, the County’s approval of the lease does not create a direct or indirect reasonably foreseeable physical change in the environment. Before development occurs on any particular site, all environmental issues will be analyzed in site specific environmental impact reports or other environmental documents by the City, acting as the appropriate lead agency. The approval of the lease will not restrict the lead agency for any future designs, mitigation, conditions, or alternatives – including the no project alternative. As such, the approval of the lease itself will not result in any physical environmental impacts under CEQA.
- Section 15060 (c) – Not a “project” under CEQA. The approval of the lease would not result in a direct or reasonably foreseeable indirect physical environmental impact. The project is only a potential lease, and any funds are contingent on Stronghold Engineering, Inc. obtaining all future entitlements and permits from the City. Further, Stronghold Engineering, Inc. will need to work with the City as the lead agency in order to evaluate any potential future development pursuant to CEQA. The potential lease does not approve any specific development and does not commit the public agency to any course of action related to any specific development. Therefore, the lease is not a project for purposes of CEQA.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** _____

Robert Field, Assistant County Executive Officer/EDA
County of Riverside, Economic Development Agency

1 **REVENUE GROUND SUBLEASE**

2
3 **RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT**
4 **and STRONGHOLD ENGINEERING INC.**
5

6 This Revenue Ground Sublease ("Lease") is a sublease entered into this 8th day of
7 April, 2015, by and between Riverside County Waste Management Department
8 ("RCWMD"), a division of the County (as defined below), as lessor, and Stronghold
9 Engineering, Inc. ("Stronghold"), as lessee, for the sublet of land as further described
10 below.

11
12 **RECITALS**
13

14 WHEREAS, the County of Riverside (the "County"), a political subdivision of the State
15 of California, is the owner of certain parcels of land identified by Assessor Parcel Numbers
16 178-290-006, 178-281-006, 178-290-003, 178-281-011, 178-281-008 and 178-290-013 (the
17 "Land"); and

18 WHEREAS, the County and RCWMD entered into that certain Landfill Lease
19 Agreement dated November 26, 2013, wherein the Land was leased in its entirety to RCWMD
20 (the "County Landfill Lease Agreement"); and

21 WHEREAS, RCWMD desires to sublease a portion of the Land to Stronghold, and
22 Stronghold desires to sublease a portion of the Land from RCWMD, for the purpose of
23 developing, installing, constructing, operating, maintaining, and removing a solar electric
24 generating facility, which includes all photovoltaic solar panels, mounting systems, foundations,
25 inverters, transformers, integrators, all electric lines and conduits required to generate, collect,
26 distribute and transmit electrical energy and such additional utility cables, lines, conduits,
27 transformers, wires, meters, monitoring equipment and other necessary or convenient
28 equipment and appurtenances common to such a facility (collectively, the "Solar Facility"), and

1 the County desires to consent thereto, by entering into this Lease, upon following terms and
2 conditions:

3 **1. Description.** The site to be subleased hereby consists of approximately eighty
4 acres of land situated on an inactive and closed landfill site known as the West Riverside
5 landfill (the "Landfill"), which is located in the City of Jurupa Valley, Riverside County,
6 California, more particularly described as those certain portions of Assessor's Parcel Numbers
7 178-290-006, 178-281-006, 178-290-003, and 178-290-013, as shown on the site plan
8 attached hereto as Exhibit "A" ("Leased Premises") and by this reference incorporated herein.
9 Within one-hundred and eighty (180) days of the Effective Date, as defined in Section 4 of this
10 Lease, Stronghold, at Stronghold's expense, shall have the Leased Premises marked with
11 substantial survey monuments by a registered surveyor. Such boundaries shall be re-staked, if
12 needed, after the improvements by Stronghold associated with the intended development and
13 construction of the Solar Facility at the site have been completed. A plat map and legal
14 description for the Leased Premises will be prepared for RCWMD at Stronghold's expense,
15 and shall be incorporated when available, as Exhibit "E," into this Lease.

16 **2. Use**

17 a. The Leased Premises are hereby subleased by RCWMD to Stronghold
18 for the exclusive use by Stronghold for the purpose of developing, installing, constructing,
19 operating, owning, maintaining and removing the Solar Facility consistent with all applicable
20 regulatory and legal requirements for the closure and post-closure usage of the Landfill. If
21 requested by Stronghold, RCWMD also agrees to facilitate the granting to Stronghold of any
22 reasonably requested easements, rights of way or other rights or encumbrances across, over,
23 under or through any property adjacent to the Leased Premises reasonably required by
24 Stronghold for the development, construction, maintenance, operation or removal of the Solar
25 Facility for the purpose of ingress and egress to the Leased Premises, the installation and
26 operation of electric cables and other transmission facilities for the Solar Facility or construction
27 lay down or staging areas for the construction of the Solar Facility.

1 b. Stronghold and RCWMD acknowledge that a due diligence and
2 development period of thirty-six (36) months commencing on the Effective Date (as may be
3 extended as described in Section 2(d)), the "Due Diligence Period" is necessary for Stronghold
4 to study the Leased Premises and begin implementing the intended development of the Solar
5 Facility, due to the time needed for governmental planning approval for the construction of the
6 initial phase of the Solar Facility. During the Due Diligence Period, Stronghold shall use its
7 reasonable commercial efforts to conduct all necessary studies and prepare and submit to the
8 appropriate agencies, at Stronghold's sole cost and expense, all of the required documents
9 (including applications and permit fees) that are necessary to obtain approval for the
10 construction, use and operation of the Solar Facility. This includes, but is not limited to: a
11 Conditional Use Permit, Environmental Review pursuant to the requirements of the California
12 Environmental Quality Act ("CEQA") including any required environmental
13 documentation/approvals, and a Post Closure Land Use proposal for the Leased Premises (the
14 "Post Closure Land Use Proposal"), in compliance with all regulatory requirements. Prior to or
15 at the same time that Stronghold submits the final construction plans and specifications for the
16 construction of the Solar Facility to the applicable governmental authorities for their approval,
17 Stronghold shall submit such plans and specifications to RCWMD for their review and
18 comment.

19 c. Stronghold's activities at the Leased Premises shall comply with all
20 applicable zoning, grading, building and any other development regulations, including but not
21 limited to CEQA, of the City of Jurupa Valley, the County of Riverside, the State of California
22 and any federal agency with jurisdiction over the Leased Premises, as well as any applicable
23 directives of the Riverside County Environmental Health Department acting as the Local
24 Enforcement Agency and the Santa Ana Regional Water Quality Control Board affecting landfill
25 post closure operations of the Leased Premises prior to the commencement of any
26 construction activities including ground disturbance at the Leased Premises.

27 d. During the Due Diligence Period, Stronghold shall use commercially
28 reasonable efforts to obtain all final grading, building and other related permits, entitlements

1 and approvals necessary for Stronghold to proceed with the construction and development of
2 the Solar Facility and to utilize the Leased Premises for the uses described in Section 2 hereof
3 including, without limitation, all final permits, entitlements and approvals for (a) construction of
4 all equipment, fixtures, and other related Solar Facility improvements, (b) signs (in number
5 size, configuration and location satisfactory to Stronghold), (c) site use, and (d) vehicular and
6 pedestrian access to the Leased Premises (collectively, the "Permits"). The Due Diligence
7 Period may be extended pursuant to an amendment to this Lease for up to two (2) additional
8 six (6) month periods upon the sole and subjective determination by RCWMD that reasonable
9 progress is being made by Stronghold to obtain the Permits for the Solar Facility as described
10 in Section 2 of this Lease. In the event Stronghold has not obtained the Permits during the
11 Due Diligence Period, either Stronghold or RCWMD, at its sole and absolute discretion and as
12 its sole and absolute remedy, may at any time thereafter, by giving thirty (30) days advance
13 written notice to the other party, terminate this Lease. In the event RCWMD or Stronghold so
14 elects to terminate this Lease, both parties shall be relieved from any future liabilities and/or
15 obligations under this Lease, except for any indemnity obligations which shall survive the
16 termination of this Lease.

17 e. Stronghold shall, prior to the commencement of construction of the Solar
18 Facility at the Leased Premises, install adequate signage on the Leased Premises identifying
19 Stronghold as the operator to assist individuals in the matters of site operations, traffic flow,
20 and provide a contact of Stronghold (with phone number) to call in case of emergency.

21 f. Stronghold shall cooperate with RCWMD with its continued service or
22 further development of the gas collection system, flare station, and post closure maintenance
23 at the Landfill. Stronghold understands and acknowledges that the Lease Premises is a landfill
24 which produces hazardous gases, and that several environmental controls including but not
25 limited to the cover system, groundwater monitoring network, gas probes, drainage facilities,
26 flare station, and gas collection system, will require repair and maintenance by RCWMD.
27 Exhibit "C" Site Map represents the Land, including the location of some of the environmental
28 controls and other excluded areas that exist at the site and is attached hereto and, by this

1 reference made a part of this Lease; however, other important controls may exist that will need
2 to be protected in place. Stronghold understands and acknowledges that it is their
3 responsibility to fully investigate the site conditions at the Leased Premises. Stronghold
4 understands and agrees to reimburse RCWMD within forty five (45) days of billing by RCWMD
5 for any additional direct, out of pocket monitoring costs, maintenance costs, or Landfill
6 modifications which are reasonably incurred by RCWMD as a result of the use and operation of
7 the Solar Facility by Stronghold at the Leased Premises. Upon start of construction of the
8 Solar Facility by Stronghold, Stronghold shall take over the responsibility of performing post
9 closure maintenance tasks within the Leased Premises that arise as a result of the construction
10 or operation of the Solar Facility and RCWMD shall continue to perform all other post closure
11 maintenance and other tasks for the Leased Premises that existed prior to the commencement
12 of the construction of the Solar Facility pursuant to and in accordance with the Landfill Closure
13 and Post Closure Maintenance Plan (the "CPCMP"). The specific maintenance tasks to be
14 performed by Stronghold following the commencement of construction of the Solar Facility are
15 described in Section 9 (Supplemental Maintenance Program) of the Post Closure Land Use
16 Proposal which is attached as Exhibit "G" (the "Supplemental Maintenance Program"). This
17 maintenance responsibility by Stronghold shall include, but not be limited to, maintenance and
18 repairs of the Landfill cover system, surface drainage and erosion control system, storm water
19 (NPDES) compliance, access roads, site security at the Leased Premises and such other
20 maintenance activities at the Leased Premises to the extent and as described in the
21 Supplemental Maintenance Program (collectively, the "Stronghold Site Maintenance").
22 RCWMD shall continue to assume responsibility for the maintenance of the ground water
23 monitoring program, gas collection system and flare station, and its regulatory reporting and all
24 other operation and maintenance relating to the Landfill under the CPCMP and the
25 Supplemental Maintenance Program, to the extent described therein. Stronghold shall
26 establish an escrow account (the "Maintenance Escrow Account") in the amount of Thirty-Five
27 Thousand Dollars (\$35,000) to ensure proper implementation by Stronghold of the Stronghold
28 Site Maintenance under the Post Closure Land Use Proposal for the Landfill. This Maintenance

1 Escrow Account shall be established prior to the start of any construction of the Solar Facility at
2 the Leased Premises and maintained throughout the Term of the Lease and shall be increased
3 by Stronghold every year by three percent (3%).

4 **3. Monthly Lease Payment.** Stronghold shall pay to RCWMD the sum of two
5 thousand dollars (\$2,000.00) per month in advance (the "Rent"), on the first day of each and
6 every month as a minimum monthly rental for the Leased Premises. Stronghold's payments of
7 Rent shall commence upon the earlier of (i) the issuance of building permits for the Solar
8 Facility and (ii) the end of the Due Diligence Period. The amount of the Rent shall increase 3%
9 on each anniversary of the Effective Date commencing after the Due Diligence Period.

10 **4. Term and Effective Date.** The term of this Lease shall be for twenty-eight (28)
11 years (the "Term") commencing on the date that it is approved and signed by RCWMD, and
12 consented to by the Chairman of the Riverside County Board of Supervisors, and Stronghold,
13 which date shall become the "Effective Date." This Lease shall automatically terminate at the
14 end of the Term, unless sooner as allowed for under Section 19; provided that Stronghold
15 shall have the option to extend the Term of this Lease for an additional period of twenty-eight
16 (28) years upon providing one hundred eighty (180) days advance written notice to RCWMD of
17 Stronghold's election to do so. Should Stronghold fail to obtain Permits for the Solar Facility
18 within the Due Diligence Period, then RCWMD may, at its option, terminate this Lease as
19 provided in Section 2d, unless an extension of the Due Diligence Period is agreed to in writing
20 by RCWMD prior to the termination date.

21 **5. Lease Payment, Percentage of Gross Revenues.**

22 a. In addition to the payment of Rent, Stronghold shall, following the
23 commercial operation date of the Solar Facility, pay to RCWMD as additional rent two
24 percent (2%) of the Total Gross Revenues received by Stronghold from third parties (the
25 "Additional Rent") each and every month as further consideration for the use of the
26 Leased Premises. For the purposes of this Agreement, "Total Gross Revenues" shall be
27 defined as all forms of revenue or compensation which are received from any source by
28 Stronghold or any affiliate of Stronghold, including, but not limited to private or non-profit

1 companies, governmental agencies, utility companies or districts, the public, or other
2 related third parties, pursuant to a power purchase or similar agreement in connection
3 with the sale of electricity generated by the Solar Facility at the Leased Premises.
4 Notwithstanding the foregoing, in no event shall Total Gross Revenues include any
5 amounts received by Stronghold or any of its affiliates in connection with any
6 Environmental Attributes (as defined below in section 6(b) or Solar Incentives (as
7 defined below in section 6(b) relating to the Solar Facility, such as tax credits, tax
8 incentives, grants or other incentives awarded by governmental authorities or agencies
9 in connection with the construction, operation or ownership of the Solar Facility.
10 However, in the event payment is received for the month of the expiration of the Term of
11 the Lease, which is for less than one (1) full calendar month the Additional Rent shall be
12 pro-rated based upon the actual number of days of said month. The first monthly
13 payment of Additional Rent shall be payable on the twentieth (20th) day of the month
14 after the first calendar month of commercial operations of the Solar Facility. This
15 Additional Rent payment shall be paid monthly to RCWMD on the twentieth (20th) day of
16 each month based on the Total Gross Revenues received by Stronghold during the prior
17 calendar month. Stronghold shall provide a monthly statement of Total Gross Revenues
18 received by Stronghold during such prior calendar month together with each Additional
19 Rent payment. Stronghold shall utilize the monthly Total Gross Revenues statement
20 template as set forth in Exhibit "F."

21 b. Upon RCWMD's written request, Stronghold shall make available and
22 provide RCWMD access during normal business hours to all applicable accounting records
23 relating to the Solar Facility for review and determination of Stronghold's calculation of the
24 Total Gross Revenues for any prior calendar month during the prior five years of the Term.

25 c. RCWMD shall provide thirty (30) days written notice to Stronghold in the
26 event that RCWMD requires an audit of Stronghold's accounting records relating to the Solar
27 Facility for the purpose of auditing the Total Gross Revenues received by Stronghold.
28 Stronghold shall provide RCWMD with a date, time and location when and where RCWMD can

1 meet to review Stronghold's records. Records shall be defined as including but not limited to
2 accounting reports, operating statements, cash flow statements, receipts, bank account
3 statements and records, tax returns, and other related accounting records relating to the Total
4 Gross Revenues received by Stronghold in connection with operation of the Solar Facility.
5 Stronghold's repeated failure to respond to RCWMD'S written notice as set forth in this section
6 or failure to provide said accounting records shall be deemed a default of this Lease and
7 subject to Termination as set forth in Section 19.

8 **6. Improvements.**

9 a. **Plan Review.** Stronghold shall be entitled to construct the Solar Facility
10 on the Leased Premises provided that it first obtains all applicable land use entitlements
11 including any federal and state regulatory permits in accordance with Section 6(d), and
12 provided that any construction plans for any additional material improvements, alterations or
13 installation of the Solar Facility by Stronghold shall be submitted to RCWMD in writing in order
14 to obtain its written consent to proceed. RCWMD shall review, within a commercially
15 reasonable period of time, any such construction plans and other materials relating to the Solar
16 Facility submitted by Stronghold. Any denial by RCWMD of any requested approval by
17 Stronghold shall be in writing and shall be accompanied by reasons for the denial. The entire
18 cost for the permitting, design, construction, of the Solar Facility improvements shall be at
19 Stronghold's sole cost and expense. In constructing the Solar Facility improvements
20 Stronghold shall comply with the Conditions of Construction as set forth in Exhibit "D" and the
21 provisions of this Lease. Concurrent plan review submittal by Stronghold to RCWMD and other
22 applicable agencies is acceptable.

23 b. **Ownership of Improvements.** The existing Landfill improvements and
24 modifications thereto, including, but not limited to: the flare station, gas collection system,
25 ground water monitoring wells, Landfill cover, surface drainage system, and site security
26 system on the Leased Premises shall remain the property of RCWMD. At all times while this
27 Lease is in force and effect, all rights to, title to and possession of the Solar Facility (including
28 without limitation, all additions, alterations, and improvements thereto or replacements thereof,

1 all appurtenant fixtures, machinery and equipment installed therein), all electrical output from
2 the Solar Facility, Environmental Attributes and Solar Incentives belong solely to Stronghold
3 and shall remain the personal property of Stronghold and shall not attach to or be deemed a
4 part of, or fixture to, the Leased Premises or the Land. The Solar Facility shall at all times retain
5 the legal status of personal property as defined under Article 9 of the Uniform Commercial
6 Code, as adopted in the State. For the purposes of this Lease, "Environmental Attributes" shall
7 mean, without limitation, carbon trading credits, renewable energy credits or certificates,
8 emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or
9 Green-e® products and "Solar Incentives" includes, without limitation, any federal, state or
10 local accelerated depreciation, installation or production-based incentives, investment tax
11 credits and subsidies Stronghold shall not, however, remove, waste, destroy or materially
12 modify any improvements on the Leased Premises, except as permitted by this Lease or in the
13 normal course of business for repair, modification for enhanced operation, or replacement.
14 Upon expiration or sooner termination of the Term of this Lease, all new permanent
15 improvements that are not a component of the Solar Facility placed on the Leased Premises by
16 Stronghold, (for example: lighting, road and other infrastructure, and other improvements on
17 the ground not including Stronghold's photovoltaic solar panels, mounting system, meters,
18 transformers and other related equipment of the Solar Facility, including any of Stronghold's
19 mobile equipment or other leased equipment located at the leased Premises) shall, become
20 RCWMD's property free and clear of all claims and encumbrances to or against them by
21 Stronghold or any third person, and Stronghold shall defend and indemnify RCWMD against all
22 liability and loss arising from any competing claims of ownership.

23 c. **Restoration Bond.** [Intentionally Deleted]

24 d. **Regulatory Compliance and Approval.** All proposed Solar Facility
25 improvements shall be designed and constructed by Stronghold in compliance with all
26 applicable laws, including but not limited to the following: Federal, State, County, and local
27 building codes; Landfill regulations, including but not limited to Federal Code of Regulations,
28 Title 40 and California Code of Regulations, Titles 14, 23, and 27; Fire codes; the Americans

1 with Disabilities Act; National Pollution Discharge and Elimination System (NPDES)
2 requirements (as outlined in Section 7.f.; and the applicable labor code. Any such Solar
3 Facility improvements must either preserve the Landfill environmental controls, or
4 improve/replace existing controls with equal or better systems as approved by the appropriate
5 regulatory agencies and RCWMD.

6 i. **Third Party Quality Control/Quality Assurance.** Any
7 construction of the Solar Facility at the Leased Premises must be observed and documented
8 by an independent third party QA/QC consultant as required by California State Regulations,
9 Title 27. Stronghold will be required to retain the appropriate consultant services to meet this
10 regulatory requirement. Stronghold shall submit copies of all QA/QC reports, including the final
11 Construction Quality Assurance (CQA) and as-built reports, to RCWMD and the appropriate
12 regulatory agencies, as required by law.

13 ii. **Written Approval.** Stronghold shall be required to obtain clear,
14 definitive written approval of all material planned Solar Facility improvements and activities at
15 the Leased Premises from the appropriate regulatory agencies. Stronghold shall also obtain
16 written final acceptance of the completed Solar Facility work from the appropriate regulatory
17 agencies. Stronghold shall forward to RCWMD copies of all written approvals and final
18 acceptance documentation received by Stronghold from such regulatory agencies relating to
19 the construction of the Solar Facility at the Leased Premises. Stronghold shall not commence
20 any construction work including ground disturbance at the Leased Premises until RCWMD has
21 received copies of all applicable written regulatory agency approval documentation with respect
22 to such construction activities and RCWMD has advised Stronghold, in writing, that work may
23 begin on the construction of such improvements including any ground disturbance activities.

24 **7. Custodial Maintenance and Responsibilities.**

25 a. Stronghold, at its expense, shall provide for its own
26 custodial/maintenance services in connection with the Solar Facility at the Leased Premises,
27 including without limitation, keeping the Solar Facility structures and the grounds in a neat and
28 attractive condition including weed abatement and litter control.

1 b. In addition to the requirements of Section 2(f) and Section 7(a) of this
2 Lease, Stronghold shall promptly and diligently repair, paint, restore, and replace as required to
3 maintain, or to remedy all material damage to or destruction of all or any material part of any
4 Solar Facility improvements on the Leased Premises. The completed work of maintenance,
5 compliance, repair, restoration, or replacement at the Solar Facility shall be in accordance with
6 current industry standards for such work solar energy electric generation facilities in the region.
7 Except as otherwise provided in this Lease, RCWMD shall not be required to furnish any
8 services or facilities or to make any repairs or alterations of any kind to the Solar Facility on the
9 Leased Premises. Stronghold shall be responsible for the repair of any damage to the Landfill
10 gas collection system, flare station, landfill cover or drainage system at the Leased Premises to
11 the extent that such damage is caused by Stronghold or its employees, contractors or agents.
12 Repair work plans for such damage must be prepared by Stronghold and submitted to
13 RCWMD for approval prior to starting any repair activities. In the event that Stronghold fails to
14 repair any such damage caused by Stronghold, then RCWMD may, at its option, perform such
15 repair work and Stronghold shall reimburse RCWMD within thirty days for all costs and
16 expenses incurred by RCWMD in connection with such repairs. RCWMD's election to perform
17 any obligation of Stronghold under this provision or Stronghold's failure or refusal to do so shall
18 not constitute a waiver of any right or remedy for Stronghold's default.

19 i. For Stronghold's repairs and restoration of the landfill cover
20 system at the Landfill required above, Stronghold shall replace any disturbed soil material with
21 the requirements as found in the attached Exhibit "B" – Cover Restoration Requirements. Third
22 party observation and Quality Assurance/Quality Control testing is required with respect to any
23 such repairs and restoration work at the Leased Premises in accordance with Section 6 (d)(i),
24 and as stated in the attached Exhibit B.

25 ii. Where applicable, any damage to the final cover system that is
26 repaired by Stronghold as required above shall be repaired and restored to its previous
27 condition in accordance to its Closure and Post Closure Maintenance Plan for the Landfill.

28 c. Stronghold waives the provisions of California Civil Code Sections 1941

1 and 1942 with respect to RCWMD obligations for leaseability of the Leased Premises and
2 Stronghold's right to make repairs and deduct the expenses of such repairs from Lease
3 payments.

4 d. Stronghold shall be responsible for fire prevention and control of the
5 Solar Facility on the Leased Premises upon start of and during the construction of the Solar
6 Facility at the Leased Premises and throughout the Term.

7 e. Stronghold shall be responsible for fencing and security of the Leased
8 Premises upon start of and during the construction of the Solar Facility at the Leased Premises
9 and throughout the Term.

10 f. Stronghold shall be responsible for drainage and storm water
11 compliance on the Leased Premises upon the start of construction, including any ground
12 disturbance activities, of the Solar Facility and during the remainder of the Term of this Lease.
13 Stronghold shall prepare, obtain approval and implement a Storm Water Pollution Prevention
14 Plan (SWPPP) for construction and operation of the Solar Facility, to address the existing site
15 and any Solar Facility improvements within the Leased Premises, as required by the State
16 pursuant to the Federal National Pollution Discharge and Elimination System (NPDES)
17 permitting requirements, as outlined in Section 6(d). The SWPPP is subject to RCWMD review
18 and acceptance. All required inspections, monitoring, maintenance and storm water sampling
19 under the SWPPP for the construction and operation of the Solar Facility are the responsibility
20 of Stronghold. Stronghold shall notify RCWMD to inform them of scheduled physical site
21 inspections under the SWPPP at the Leased Premises so that RCWMD may attend such site
22 inspections. Stronghold shall submit all SWPPP inspection reports related to Solar Facility,
23 including any lab test results, to RCWMD for review and verification of compliance with the
24 applicable storm water quality regulations.

25 g. Stronghold understands and acknowledges that there are several areas
26 that are excluded from Stronghold's use of the Leased Premises for the Solar Facility as shown
27 on Exhibit "A" – Leased Premises, attached hereto and, by this reference made a part of this
28 Lease. Stronghold shall be responsible for protecting these areas in place.

1 **8. Physical Condition of the Land.** To the best of RCWMD's knowledge, and
2 without having made any independent investigation or study, the Leased Premises are not
3 contaminated by any hazardous or toxic materials. RCWMD represents, warrants and
4 covenants to Stronghold that RCWMD has constructed, operated, maintained and closed the
5 Landfill, and that it will continue to operate and maintain the Landfill, in compliance with all
6 applicable city, county, state and federal laws, regulations and ordinances, including, without
7 limitation, all applicable Environmental Laws, Environmental Permits (each as defined below)
8 and the Landfill's CPCMP, as amended. Notwithstanding the foregoing language and except
9 as otherwise provided in this Lease, RCWMD makes no other covenant, representation or
10 warranty of any kind, nature or sort respecting the condition of the soil or subsoil or any other
11 physical or environmental condition of the Leased Premises or warrants whether the Leased
12 Premises is suitable for Stronghold's intended use or purposes, Stronghold may, at its sole
13 expense, perform any tests of the soil or subsoil of the Leased Premises it may deem
14 necessary or appropriate, and RCWMD has heretofore recommended, and hereby
15 recommends, that Stronghold, prior to commencement of the term of the Lease or during the
16 Due Diligence Period, conduct an environmental site assessment on the Land in order to
17 facilitate the planning and conduct of the proposed operations the Solar Facility by Stronghold
18 at the Leased Premises. Notwithstanding anything to the contrary in this Lease, in no event
19 shall Stronghold or any of its successors and assigns of Stronghold's or their respective
20 affiliates, officers, directors, owners, lenders or equity investors have any liability or obligation
21 with respect to any Pre-existing Environmental Conditions, which for the purpose of this Lease
22 means any actual or alleged (i) violation of, breach of or non-compliance with any
23 Environmental Laws or Environmental Permits with respect to the Leased Premises or the
24 Landfill that first existed, arose or occurred on or prior to the Effective Date; and (ii) the
25 presence, Release or threatened Release of or exposure to any Hazardous Materials (as
26 defined in Section 18 below) at, to, in, under or from the Leased Premises or the Landfill that
27 first existed, arose or occurred on or prior to the Effective Date. For the purposes of this
28 Lease, the term (a) "Environmental Law" means any and all federal, state, local and provincial

1 civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations,
2 judgments, decrees, injunctions relating to the protection of health and the environment, worker
3 health and safety, and/or governing the handling, use, generation, treatment, storage,
4 transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or Release
5 of or exposure to Hazardous Materials, (b) "Environmental Permit" means any federal, state,
6 local or provincial permits, licenses, consents or authorizations required or issued by any
7 governmental authority under or in connection with any Environmental Law, including without
8 limitation, any and all orders, consent orders or binding agreements issued by or entered into
9 with a governmental authority under any applicable Environmental Law, and (c) "Release"
10 means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting,
11 escaping, migrating, leaching, dumping, or disposing of a Hazardous Material into the
12 environment.

13 **9. Utilities.** Stronghold shall pay any applicable connection charges and pay for
14 all utility services, including, but not limited to, telephone, electric, and water services as may
15 be required in the construction, maintenance, operation and use of the Solar Facility at the
16 Leased Premises. Stronghold shall also, at its own expense, be completely responsible for
17 completing and submitting to the appropriate utility agency the Application for Interconnection
18 and Interconnection Agreement for the Solar Facility, as well as providing all required
19 supporting documentation for such application and agreement.

20 **10. Inspection of Leased Premises.** RCWMD, through its duly authorized agents,
21 shall have, at any time during normal business hours (except as otherwise provided herein),
22 the right to enter the Leased Premises for the purpose of inspecting, monitoring and evaluating
23 the obligations of Stronghold hereunder and for the purpose of doing any and all things which it
24 is obligated and has a right to do under this Lease, provided that (i) RCWMD shall use its
25 reasonable efforts not to interfere with the construction or operation of the Solar Facility and will
26 not handle or operate any portion of the Solar Facility without the prior written consent of
27 Stronghold, (ii) RCWMD shall provide Stronghold with at least 48 hours advance written notice
28 of any such inspection or planned entry, except for the routinely scheduled environmental

1 monitoring and inspections activities and also in the case of emergency, in which case
2 RCWMD shall give such notice as is practicable under the circumstances to Stronghold upon
3 the discovery of the emergency condition at the Leased Premises and (iii) RCWMD shall at all
4 times comply with Stronghold's safety rules and regulations applicable to the construction,
5 operation and maintenance of the Solar Facility and the Leased Premises except when unable
6 to reasonably do so during any emergency condition or event.

7 **11. Quiet Enjoyment.** Stronghold shall have, hold and quietly and peacefully enjoy
8 the use and possession of the Leased Premises free from any claim of any entity or person of
9 superior title thereto so long as Stronghold shall fully and faithfully perform in all material
10 respects the terms and conditions that it is required to do under this Lease.

11 Unless, and only to the extent, required by a regulatory agency for applicable environmental
12 compliance at the Landfill, RCWMD shall not construct buildings or structures, initiate or
13 conduct activities or plant trees or vegetation of any type or allow any trees or other vegetation
14 on the Leased Premises or any surrounding or adjacent property owned or leased by the
15 County or RCWMD (collectively, the "Surrounding Property") which is reasonably likely to be a
16 hazard to the Solar Facility, overshadow or otherwise block or interfere with access of sunlight
17 to the Solar Facility and/or interfere with the exercise of Stronghold's rights hereunder.

18 RCWMD and the County hereby acknowledge that Stronghold shall have the right (but shall not
19 be obligated) to remove, at RCWMD's cost, any such buildings or other structures in violation of
20 the preceding sentence if the same shall not have been removed by RCWMD within thirty (30)
21 days after request therefor by Stronghold. Notwithstanding anything contained to the contrary
22 herein, Stronghold shall be permitted to a reimbursement of such costs as an abatement of its
23 Rent and Additional Rent.

24 The County agrees that, so long as Stronghold complies in all material respects with all the
25 terms, covenants and conditions of this Lease, the County, in the exercise of any of its rights or
26 remedies under the County Landfill Lease Agreement or pursuant to any other action by the
27 County, shall not deprive Stronghold of possession, use or quiet enjoyment, or the right of
28 possession, use or quiet enjoyment of the Leased Premises or the Solar Facility, or both,

1 pursuant to and during the Term of this Lease, and shall not obtain possession of the Leased
2 Premises for any reason other than an Event of Default by Stronghold under this Lease (and the
3 failure of Stronghold or any Leasehold Mortgagee to cure such Event of Default as provided in
4 Section 19). In the event that the County Landfill Lease Agreement is terminated for any reason
5 during the Term of this Lease, then this Lease shall be assigned by RCWMD to the County and
6 the County shall assume all of the rights, obligations and duties of RCWMD under this Lease.
7 The County also acknowledges and agrees, that Stronghold's rights in the Leased Premises
8 granted under this Lease shall run with the Land throughout the Term of this Lease (or until
9 otherwise terminated pursuant to Section 19), notwithstanding any sale, lease, transfer,
10 assignment, mortgage, pledge or other alienation or encumbrance by the County of the Land or
11 the Leased Premises. The County further agrees to enter into non-disturbance and attornment
12 agreements with Stronghold, and if requested by Stronghold, its lenders, to confirm the above
13 provisions and which shall also contain such additional protections and rights for Stronghold and
14 its lenders in its capacity as a subtenant of the Leased Premises as reasonably requested by
15 Stronghold and its lenders.

16 **12. Compliance with Government Regulations.** Stronghold shall, at Stronghold's
17 sole cost and expense, comply with the requirements of all local, state and federal statutes,
18 regulations, rules, ordinances and orders now in force or which may be hereafter in force,
19 pertaining to the development, construction, operation, maintenance and removal of the Solar
20 Facility at the Leased Premises, provided however, that except as otherwise specifically
21 provided in this Lease, Stronghold shall not have any duty or obligation hereunder to perform
22 any maintenance, reporting or other obligations relating to the Landfill or to otherwise cause
23 the Landfill to be in compliance with any such statutes, regulations, rules or orders. Stronghold
24 shall, however, have the right to contest any of the foregoing requirements applicable to the
25 Solar Facility and postpone compliance of such requirements provided that such contest shall
26 be prosecuted with due diligence, except that Stronghold shall not postpone any such
27 compliance that would subject RCWMD to any fine or penalty, civil action or prosecution for a
28 criminal act or to cause any part of the Leased Premises to be subject to the imposition of any

1 liens or to be condemned or vacated. The final judgment, decree or order of any court of
2 competent jurisdiction, or the written admission of Stronghold in any action or proceedings
3 against Stronghold, whether Stronghold be a party thereto or not, that Stronghold has violated
4 any such statutes, regulations, rules, or ordinances, or orders, in the use of the Leased
5 Premises, shall be conclusive of that fact as between RCWMD and Stronghold.

6 **13. RCWMD Approved Workplan Required Before Any Work**

7 a. All work done by Stronghold pursuant to this Lease to be conducted at
8 the Leased Premises that may penetrate or disturb the Landfill cover system, including but not
9 limited to necessary investigations, surveys, studies, construction, type of equipment to be
10 used, is strictly subject to RCWMD's prior written approval of a "Workplan" to be submitted by
11 Stronghold which at a minimum shall include but shall not be limited to: a clear description of
12 the scope of work contemplated; maps sufficient to analyze impacts to existing facilities;
13 locations of proposed investigation/disturbance (i.e., borings, compaction tests, excavations,
14 etc.); any necessary regulatory permits; a restoration plan to immediately return the facility to
15 its pre-investigation state; equipment types and specifications; schedule of activities; a Storm
16 Water Pollution and Prevention Plan (SWPPP) as stated in Section 7.f.; a Spill Prevention
17 Control and Countermeasure (SPCC) Plan (if required pursuant to Federal Regulations 40
18 FCR part 112); Emergency Action Plan; Hazardous Materials Business Emergency Plan (if
19 storage of hazardous materials exceeding fifty five (55) gallons of liquids, five hundred (500)
20 pounds of solids, or two hundred (200) cubic feet of compressed gases is considered); and a
21 Health and Safety Plan. Stronghold shall provide additional information, or satisfy any
22 additional requirements, as may be reasonably required by RCWMD prior to the start of any
23 such construction work at the Leased Premises. If required by such agency, the "Workplan"
24 must also be approved by the following entities: City of Jurupa Valley, the Santa Ana Regional
25 Water Quality Control Board (SARWQCB), California Department of Resources Recycling and
26 Recovery (CalRecycle), Riverside County Department of Environment Health (Local
27 Enforcement Agency - LEA), and the South Coast Air Quality Management District (SCAQMD),
28 as stated in Section 2.d.ii).

1 b. Requirements of a Workplan may be waived by RCWMD for pre-
2 construction site visits to the Leased Premises provided Stronghold submits a written request
3 for each such site visit stating the reason for the inspection, the area to be inspected and
4 provides a confirmation that no alterations of any kind will be done to the ground or any
5 engineering controls on the Leased Premises.

6 **14. Insurance and Indemnity.**

7 a. **Insurance.** Without limiting or diminishing Stronghold's obligation to
8 indemnify or hold RCWMD harmless as otherwise provided herein, Stronghold shall obtain, or
9 cause to be obtained, and keep in force for the Term of this Lease at its sole cost and expense
10 the following insurance policies which cover any acts or omissions of Stronghold, or its
11 employees, contractors, and agents engaged in the activities relating to development,
12 construction, operation, maintenance and ownership of the Solar Facility under the Lease:

13 i. **Workers Compensation.** Stronghold shall obtain and
14 maintain, or cause to be obtained and maintained, statutory workers compensation insurance
15 (Coverage A) as prescribed by the laws of the State of California. Such policy shall include
16 employee liability (Coverage B) including occupational disease with limits not less than
17 \$1,000,000 per person, per accident and shall be endorsed to waive subrogation on favor of
18 RCWMD.

19 ii. **Commercial Automobile.** Stronghold shall obtain and maintain,
20 or cause to be obtained and maintained, in full force and effect during the entire Term of this
21 Lease, a Commercial Automobile Insurance Policy with a minimum aggregate limit of
22 \$2,000,000 and a per occurrence limit of \$1,000,000 for bodily injury and property damage
23 arising from the operation of vehicles on the Landfill site by Stronghold, its contractors, agents
24 and/or employees. Such insurance policy shall name RCWMD as an additional insured.

25 iii. **Commercial General Liability.** Stronghold shall obtain and
26 maintain, or cause to be obtained and maintained, in full force and effect throughout the entire
27 Term of this Lease, a Broad Form of occurrence based Commercial General Liability Insurance
28 coverage including but not limited to, premises liability, unmodified contractual liability, products

1 and completed operations liability, personal and advertising injury and cross liability coverage
2 covering claims which may arise from or out of Stronghold's performance of its obligations
3 under this Lease. Such policy shall include a minimum aggregate limit of a [three million dollar
4 (\$3,000,000)] and two million dollars (\$2,000,000) limit per occurrence for bodily injury and
5 property damage. Said insurance shall protect Stronghold, RCWMD and the County from any
6 claim for damages for bodily injury, including accidental death, as well as from any claim for
7 property damage which may arise from operation of the Leased Premises, whether such
8 operations be by Stronghold itself, or by its contractors, agents and/or employees. Such
9 insurance policy shall name RCWMD as an additional insured, Copies of the policies or
10 certificates of insurance and additional insured endorsements evidencing the above required
11 insurance coverage shall be delivered to the Assistant County Executive Officer of the
12 Economic Development Agency of the County. All of the following endorsements are required
13 to be made a part of the insurance policies required by this Section 14 a (iii) :

14 1. It is understood and agreed by Stronghold that the
15 insurance provided by Stronghold, or insurance has caused to be provided, shall be primary
16 insurance and the County's insurance and/or deductibles and/or self-insured program shall
17 not be construed as contributory.

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

21 3. Stronghold shall cause its insurance carrier(s) to furnish
22 RCWMD by direct mail with certificate(s) of insurance and additional insured endorsements
23 showing that such insurance is in full force and effect, and the County is named as additional
24 insured with respect to this Lease and the obligations of Stronghold hereunder. Stronghold
25 shall provide to RCWMD written notification of any negative modification, cancellation or
26 reduction in coverage of such insurance within thirty (30) days of any such notification from its
27 insurer. Stronghold shall be in default under this Lease in the event there is a negative
28 modification, cancellation or reduction in coverage of such insurance and on or prior to the

1 effective date thereof, RCWMD has not received another certificate from an insurance carrier
2 that the insurance required herein is in full force and effect.

3 iv. **Environmental.** Stronghold shall procure and maintain a
4 policy of insurance to cover sudden and accidental and gradual release of any and all
5 Hazardous Materials from the Solar Facility by Stronghold at the Leased Premises. The
6 insurance policy shall provide coverage for bodily injury and property damage and clean up in
7 an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars
8 (\$2,000,000) aggregate which shall be in excess of the deductible applicable to such insurance
9 policy or the applicable self-insured retention of Stronghold. The insurance policy shall name
10 RCWMD and the County as additional insured and provide a waiver of subrogation in favor of
11 the County and RCWMD. Any insurance policy, related certificate of insurance and additional
12 insured endorsements providing for the insurance required by this section shall require an
13 extended reporting period of one year and Stronghold shall provide RCWMD with a written
14 notice of cancellation or reduction in coverage of such insurance within thirty (30) days of any
15 such notification from its insurer. Notwithstanding the foregoing, in no event shall Stronghold or
16 any of its successors and assigns or Stronghold's or their respective affiliates, officers, directors,
17 owners, lenders or equity investors have any liability or obligation with respect to any Pre-existing
18 Environmental Conditions.

19 The limits of such insurance coverage, and insurance companies providing such
20 insurance, shall be subject to review and approval by the County's Risk Management Division
21 every year and, with the written consent of Stronghold, may be modified at that time at the
22 Risk Management Division's reasonable discretion and a demonstration of reasonable need.
23 The County shall be named as additional insured on all policies and endorsements.

24 v. **General Insurance Provisions – All lines**

25 1. Any insurance carrier providing insurance coverage hereunder
26 shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII
27 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the
28 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid

1 for that specific insurer and only for one policy term.

2 2. If Stronghold elects to self-insure any portion of its required
3 insurance requirements, Stronghold must declare its insurance self-insured retention for each
4 coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence
5 each such retention shall have the prior written consent of the County Risk Manager before the
6 commencement of construction of the Solar Facility at the Leased Premises under this
7 Agreement. Upon notification of self-insured retention unacceptable to the County, and at the
8 election of the County's Risk Manager, Stronghold's carriers shall either: (1) reduce or
9 eliminate such self-insured retention as respects this Lease or (2) procure a bond which
10 guarantees payment of losses and related investigations, claims administration, and defense
11 costs and expenses relating to such self-retention.

12 3. Stronghold shall cause Stronghold's insurance carrier(s) to
13 furnish RCWMD and the County with (1) a properly executed original certificate(s) of insurance
14 and certified copies of endorsements effecting coverage as required herein, and (2) if
15 requested in writing by the County Risk Manager, certified copies of such insurance policies
16 including all endorsements and all attachments thereto, showing such insurance is in full force
17 and effect. In the event of a material modification, cancellation, expiration, or reduction in
18 coverage, relating to any insurance coverage described above, Stronghold shall deliver to
19 RCWMD and the County, prior to such effective date of such change in insurance coverage,
20 another properly executed original certificate of insurance and copies of endorsements or
21 certified original policies, including all endorsements and attachments thereto, evidencing the
22 insurance coverages set forth herein and the insurance required herein is in full force and
23 effect. Stronghold shall not commence construction of the Solar Facility at the Leased
24 Premises until RCWMD and the County has been furnished original certificate(s) of insurance
25 and certified original copies of endorsements and if requested in writing, certified copies of
26 policies of insurance including all endorsements and any and all other attachments, as required
27 in this section. An individual authorized by the insurance carrier or insurance broker to do so on
28 its behalf shall sign the original endorsements for each policy and the certificate of insurance.

1 4. It is understood and agreed to by the parties hereto that
2 Stronghold's insurance shall be construed as primary insurance, and the RCWMD's and the
3 County's insurance and/or deductibles and/or self-insured retention's or self-insured programs
4 shall not be construed as contributory.

5 5. If, during the term of this Lease or any extension thereof, (1)
6 there is a material change in the scope of operations by Stronghold at the Leased Premises or
7 (2) there is a material change in the equipment to be used by Stronghold at the Solar Facility,
8 and the County Risk Manager believes in his reasonable judgment that the amount or type of
9 insurance carried by Stronghold should be adjusted, then Stronghold and RCWMD shall meet
10 to discuss an adjustment of the types of insurance coverage and the monetary limits of liability
11 of such insurance coverage required under this Lease.

12 6. The insurance requirements contained in this Lease may be
13 met with a program of self-insurance acceptable to RCWMD and the County.

14 7. With respect to the coverage of additional insureds pursuant
15 this Section 14a (Insurance) only, the term "County" shall include and refer to the County, its
16 agencies, districts, special districts and departments and their directors, officers, board of
17 supervisors, employees, elected or appointed officials, agents or representatives as additional
18 insureds)

19 **b. Hold Harmless/Indemnity.**

20 i. Stronghold shall indemnify and hold harmless RCWMD, County,
21 its Board of Supervisors, officers, agents, employees and independent contractors
22 (collectively, the "RCWMD Indemnified Parties") from and against any liability whatsoever,
23 based or asserted upon any act, negligence, or omission of Stronghold, its officers, agents,
24 employees, subcontractors and independent contractors, for property damage, bodily injury, or
25 death (Stronghold's employee included) or any other element of property damage of any kind
26 or nature, relating to or connected with or arising from Stronghold's use or activities on or
27 about the Leased Premises , and Stronghold shall defend, at its expense, including without
28 limitation, attorney fees, expert fees and investigation expenses, each of the RCWMD

1 Indemnified Parties in any legal action based upon such alleged acts or omissions: provided,
2 however, that nothing herein shall require Stronghold to indemnify any RCWMD Indemnified
3 Party hereunder to the extent caused by or arising out of the negligence, acts or omissions of,
4 or the willful misconduct of, any of the RCWMD Indemnified Parties or the construction,
5 operation or maintenance of the Landfill by any RCWMD Indemnified Party and
6 notwithstanding anything to the contrary herein, Stronghold shall have no obligation to
7 indemnify or hold harmless any RCWMD Indemnified Party with respect to any Pre-existing
8 Environmental Conditions or any other conditions that existed or uses that occurred prior to the
9 Effective Date.

10 In the event that a claim, action or proceeding is brought against (i) Stronghold and (ii) RCWMD
11 or the County to attack, set aside, void or annul any approval granted by the City of Jurupa
12 Valley for the construction of the Solar Facility located on the Leased Premises ("Litigation") and
13 Stronghold elects to defend itself in connection with such Litigation, then Stronghold shall
14 defend, indemnify and hold harmless the RCWMD Indemnified Parties from and against the
15 associated actual, out of pocket costs, damages, and expenses incurred by the RCWMD
16 Indemnified Parties relating to such Litigation (collectively, the "Litigation Costs") including any
17 associated costs, damages, and expenses including, but not limited to, out of pocket costs
18 associated with Public Records Act requests submitted to RCWMD and County related to the
19 Solar Facility located on the Leased Premises and any award of attorneys' fees and costs
20 incurred or arising out of such Litigation , provided that there shall be a single legal counsel
21 selected by Stronghold to jointly defend Stronghold and the RCWMD Indemnified Parties and in
22 no event shall Stronghold be required to indemnify or pay to the Indemnified Parties an
23 aggregate of more than Five Thousand Dollars (\$5,000) with respect to any attorneys' fees and
24 related defense costs and expenses directly incurred by the indemnified parties arising out of or
25 in connection with all such Litigation. If Stronghold elects to defend itself in connection with
26 such Litigation, Stronghold and RCWMD and County shall cooperate in all aspects of the
27 Litigation, provided that Stronghold shall have the right to direct and control any such joint
28 defense. Nothing contained in this Lease, however, shall be construed to limit the discretion of

1 Stronghold RCWMD or County, in the interest of the public welfare or otherwise, to settle,
2 defend, appeal or to decline to settle or to terminate or forego defense or appeal of the
3 Litigation. Without limiting the generality of the foregoing, in the event of such Litigation,
4 Stronghold shall have the right and option to abandon the development of the Solar Facility at
5 the Leased Premises, terminate the Lease and seek rescission from the City of Jurupa Valley of
6 its approvals of the construction of the Solar Facility in connection with a dismissal of the
7 Litigation, and, in such event, its defense, indemnity and hold harmless obligations set forth
8 above shall terminate. It is also understood and agreed that all Litigation pleadings submitted by
9 Stronghold for the joint benefit of Stronghold and the RCWMD indemnified Parties are subject to
10 the reasonable review, revision and approval by the Office of County Counsel. Stronghold shall
11 have the right to select the single legal counsel for the joint defense of Stronghold and the
12 RCWMD Indemnified Parties in connection with any Litigation, provided that RCWMD and
13 County shall have the right to approve any and all legal counsel retained by Stronghold to jointly
14 defend Stronghold and the RCWMD Indemnified Parties in any Litigation. Subject to the
15 foregoing limitations, Stronghold shall pay the attorneys' fees and costs of the single legal
16 counsel retained by Stronghold to represent Stronghold and the RCWMD Indemnified Parties in
17 the Litigation.

18 ii. To the fullest extent permitted by law, RCWMD shall defend, indemnify and
19 hold harmless Stronghold and Stronghold's affiliates, directors, officers, shareholders, partners,
20 members, agents, employees and contractors (collectively, the "Stronghold Indemnified
21 Parties"), from and against all loss, damage, expense (including lost revenue under any power
22 purchase or similar agreement), liability and other claims, including court costs and reasonable
23 attorneys' fees, to the extent (a) caused by or arising out of the negligence, acts or omissions
24 of RCWMD or its contractors, agents, invitees, members or employees in connection with the
25 Lease and in connection with the construction, operation or maintenance of the Landfill by such
26 parties and (b) resulting from or that arise in connection with or relate to conditions (including
27 Pre-existing Environmental Conditions) that existed prior to the Effective Date or uses of the
28 Leased Premises and the Land; provided, however, that nothing herein shall require RCWMD

1 to indemnify any Stronghold Indemnified Party under this Lease to the extent caused by or
2 arising out of the negligence, acts or omissions of, or the willful misconduct of, any of the
3 Stronghold Indemnified Parties.

4 The indemnity and other obligations of the parties in this Section 14 shall
5 survive until any and all claims, actions and causes of action with respect to any and all such
6 alleged acts or omissions are fully finally barred by the applicable statute of limitations.

7 Except as specifically otherwise set forth in this Lease, neither RCWMD nor
8 Stronghold shall be liable to the other for incidental, consequential, special, punitive or indirect
9 damages, including without limitation, loss of use, loss of profits, cost of capital or increased
10 operating costs, arising out of this Lease whether by reason of contract, indemnity, strict
11 liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The
12 foregoing provision shall not prohibit either party from seeking and obtaining general contract
13 damages for a breach of this Lease.

14 **15. Assignment.** Neither this Lease or any part thereof nor performance under the
15 Lease shall be assigned, delegated, subleased or transferred by Stronghold without the prior
16 written consent of RCWMD, which consent shall not be unreasonably withheld, conditioned or
17 delayed; and provided however, that Stronghold may, without the prior written consent of, but
18 with notice to, RCWMD, (i) assign this Lease to any subsidiary of Stronghold, or (ii) in
19 connection with any collateral assignment, sale-leaseback or other Leasehold Mortgage
20 transaction of Stronghold Any assignment does not abrogate Stronghold's obligations,
21 including Rent and Additional Rent, under this Lease if assignee breaches any provisions
22 hereof. RCWMD acknowledges and agrees that, upon receipt of written direction by a
23 Leasehold Mortgagee, and notwithstanding any instructions to the contrary from Stronghold,
24 RCWMD will recognize such Leasehold Mortgagee, or its assigns, as the proper and lawful
25 lessee under this Lease and as the proper and lawful successor to Stronghold with respect to
26 the leasehold and other interests granted hereunder and fully entitled to receive the rights and
27 benefits of Stronghold under this Lease so long as such Mortgagee (or its assignee) performs
28 the obligations of Stronghold under this Lease. RCWMD shall be protected and shall incur no

1 liability in acting or proceeding in good faith upon any such forgoing written notice and direction
2 by Leasehold Mortgagee which RCWMD shall in good faith believe (a) to be genuine and (b) a
3 copy of which has been delivered to Stronghold.

4 Any assignee of Stronghold (except the grantee of a purely collateral assignment prior to
5 foreclosing on such collateral) will assume the obligations of the assignor and such assignee
6 shall be bound by the terms of this Lease and such assignee shall, if requested in writing by
7 the non-assigning party hereto, as a condition to such assignment, execute and reasonable
8 written instrument to such effect.

9 **16. Operating Permit Modifications.** RCWMD shall cooperate with Stronghold in
10 modifying operating permits as may be required by local, county, state or federal agencies in
11 connection with the development, construction, operation and maintenance of the Solar
12 Facility.

13 **17. Toxic Materials.** During the Term of this Lease and any extensions thereof,
14 neither RCWMD nor Stronghold shall not violate any (i) Environmental Law, including any
15 federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the
16 environmental condition on, under or about the Leased Premises including, but not limited to,
17 soil and groundwater conditions or (ii) any Environmental Permit relating to the Leased
18 Premises. Further, neither RCWMD nor Stronghold, or their respective successors, assigns
19 and or sublessees, shall use, generate, manufacture, produce, store or dispose of on, under or
20 about the Leased Premises or transport to or from the Leased Premises any flammable
21 explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related
22 injurious materials, whether injurious by themselves or in combination with other materials
23 (collectively, "Hazardous Materials"). For the purpose of this Lease, Hazardous Materials shall
24 also include, but not be limited to, petroleum, petroleum hydrocarbons or petroleum products,
25 petroleum by-products, radioactive materials, asbestos or asbestos-containing materials,
26 gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing
27 materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes
28 in any amount or concentration which are regulated under or for which liability can be imposed

1 under any Environmental Law (including any substances defined as "hazardous substances,"
2 "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response,
3 Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
4 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
5 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
6 defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as
7 "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the
8 regulations adopted in publications promulgated pursuant to said laws).

9 **18. Employees and Agents of Stronghold.** It is understood and agreed that all
10 persons hired or engaged by Stronghold shall be considered to be employees, contractors or
11 agents of Stronghold and not of RCWMD.

12 **19. Default Provisions**

13 **a. Events of Default.** If any one or more of the following events
14 (hereinafter sometimes referred to as an "Event of Default") shall happen:

15 i. if one party shall default in the due and punctual payment to the
16 other party of the monetary sums payable by such defaulting party under this Lease, when and
17 as the same shall become due and payable, and such default shall continue for more than 20
18 days after a written notice thereof shall have been given by such non-defaulting party to the
19 defaulting party; or

20 ii. if one party shall default in keeping, observing or performing any
21 of its non-monetary terms, covenants or conditions contained in this Lease and if such default
22 is not remedied by such defaulting party (i) within 30 days after the non-defaulting party shall
23 have given the defaulting party a written notice specifying such default, or (ii) in the case of any
24 such default which cannot with due diligence and in good faith be cured within 30 days, within
25 such additional period as may be reasonably required to cure such default with due diligence
26 and in good faith; then, and in any such event, the non-defaulting party shall have the right, but
27 not the obligation, at any time thereafter while such Event of Default shall be continuing, to give
28 written notice to the defaulting party (and, in the case of an Event of Default by Stronghold,

1 written notice to any Leasehold Mortgagee), specifying such Event(s) of Default and stating
2 that this Lease and the term hereby demised shall expire and terminate on the date specified in
3 such notice, subject to the provisions of Section 19(b) below with respect to an Event of default
4 by Stronghold, which shall be at least 20 days after the giving of such notice, and on the date
5 specified in such notice this Lease and all rights of such defaulting party under this Lease shall
6 expire and terminate unless the Event of Default shall have been cured prior to the expiration
7 date specified in such notice.

8 In addition, if either party fails to pay the taxes or any other monetary
9 obligations for which it is responsible under this Lease, or otherwise defaults in the
10 performance of any other obligation of such party under this Lease that results in an Event of
11 Default under this Lease, then the non-defaulting party shall have the right to pay such taxes
12 and other obligations, and/or remedy any such Event of Default, by any reasonable appropriate
13 means; and the cost and expense incurred by such non-defaulting party to remedy such Event
14 of Default shall be reimbursed by such defaulting party to the non- defaulting party within
15 thirty (30) calendar days of the delivery of a written notice to the defaulting party for such
16 reimbursement.

17 **b. Mortgage Protections.** Upon the occurrence of any Event of
18 Default by Stronghold under this Lease, RCWMD agrees, within five (5) days of such Event of
19 Default and prior to taking any action to terminate this Lease, to send written notice of such
20 Event of Default to any Leasehold Mortgagee and the trustee under any Leasehold Mortgage.
21 If Stronghold fails to cure any Event of Default under this Lease within any applicable grace
22 and cure periods, then RCWMD shall afford to Leasehold Mortgagee an additional thirty (30)
23 days within which Leasehold Mortgagee shall have the right, but not the obligation, to cure
24 such Event of Default. If Leasehold Mortgagee elects to cure, but cannot remedy the Event of
25 Default completely within this additional thirty (30) day period, then RCWMD shall give
26 Leasehold Mortgagee a reasonable extension of time so to do, provided that Leasehold
27 Mortgagee continues to pursue such remedies with reasonable diligence. RCWMD agrees
28 that, so long as Leasehold Mortgagee shall have the right to cure any Event of Default by

1 Stronghold under this Lease, as provided herein, RCWMD shall not take any action to
2 terminate this Lease. In the event that the Event of Default under this Lease is a result of the
3 bankruptcy of Stronghold or is otherwise incapable of being cured by Leasehold Mortgagee,
4 within ten (10) days after a request from Leasehold Mortgagee, which request has been made
5 within thirty (30) days following Leasehold Mortgagee's receipt of written notice of such Event
6 of Default, RCWMD agrees that it will, at Leasehold Mortgagee's sole option, enter into a new
7 ground lease with Leasehold Mortgagee or its nominee for the remaining portion of the Term,
8 and upon the terms and conditions that would have been applicable for such period under this
9 Lease had the Event of Default not occurred. In the event that Leasehold Mortgagee does not
10 elect to cure any Event of Default by Stronghold under this Lease or does not elect to enter into
11 a new ground lease with RCWMD, the Leasehold Mortgage shall be and remain a first priority
12 lien against the leasehold interest of RCWMD in the Leased Premises and Leasehold
13 Mortgagee shall be entitled to foreclose against RCWMD's leasehold interest in the Solar
14 Facility and Leased Premises and to exercise any other remedies it may have under the
15 Leasehold Mortgage or under any other documents evidencing or securing repayment of the
16 Leasehold Mortgage. For the purposes of this Lease, the term "Leasehold Mortgage" means
17 any instrument including, but not limited to, a deed of trust, mortgage, agreement for sale,
18 lease in a sale/leaseback or "synthetic lease" transaction, or other security device which is
19 delivered by Stronghold to a Leasehold Mortgagee and which creates an encumbrance on
20 Stronghold's or any sublessee's interest in the Leased Premises or the Solar Facility and the
21 term "Leasehold Mortgagee" means the beneficiary or holder of a Leasehold Mortgage.

22 **20. Binding on Successors.** Stronghold, its assigns and successors in interest,
23 shall be bound by all the terms and conditions contained in this Lease, and all of the parties
24 thereto shall be jointly and severally liable hereunder.

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

27 **22. Attorney's Fees.** In the event of any litigation between Stronghold and
28 RCWMD to enforce any of the provisions of this Lease or any right of either party hereto, each

1 party shall bear its own expense unless otherwise awarded by a court of competent jurisdiction.

2 **23. Liens.** Stronghold shall not permit to be placed against the Leased Premises,
3 or any part thereof, any design professionals', mechanics', materialmen's, contractors or
4 subcontractors' liens with regard to Stronghold's development, construction, operation or
5 maintenance activities relating to the Solar Facility at the Leased Premises. Stronghold agrees
6 to hold RCWMD harmless for any loss or expense, including reasonable attorneys' fees and
7 costs, arising from the removal of any such liens which might be filed against the Leased
8 Premises as a result of such activities by Stronghold.

9 RCWMD hereby waives any and all rights it may have to any lien rights, whether statutory or
10 otherwise, on Stronghold's personal property, including without limitation, the Solar Facility,
11 Stronghold's inventory, trade fixtures, and removable equipment and fixtures located within or
12 on the Leased Premises, whether or not any part of the Solar Facility becomes so related to
13 the Leased Premises that an interest therein would otherwise arise under applicable law.
14 RCWMD agrees to (i) take no action to impede or interfere with Leasehold Mortgagee's
15 remedies under a security interest in said personal property of Stronghold and (ii) execute,
16 upon request, a confirmation of such waiver in a form reasonably satisfactory to Stronghold
17 and its lenders. Notwithstanding the foregoing, nothing contained in the foregoing shall prohibit
18 RCWMD from enforcing, in conformity with the terms of this Lease, a valid, final, non-
19 appealable judgment obtained from a court of competent jurisdiction against Stronghold arising
20 out of matters pertaining to this Lease.

21
22 RCWMD expressly acknowledges and agrees that any contractual statutory or common law
23 lien rights in favor of RCWMD or any mortgage or deed of trust granted by RCWMD
24 subsequent to the date of this Lease are and shall be expressly made subordinate and inferior
25 to Stronghold's right, title and interest in this Lease, any sublease permitted hereunder and/or
26 any easements granted by this Lease and to any liens and security interests granted by
27 Stronghold in favor of any Leasehold Mortgagee. RCWMD agrees to execute or cause its
28 mortgagee to execute any further documentation that may be requested by Stronghold or a

1 Leasehold Mortgagee of any of the foregoing to evidence such subordination.

2
3 In the event RCWMD receives a default notice or notice of lien from any of its lenders or other
4 party holding a mortgage, deed of trust or security interest in the Leased Premises, RCWMD
5 agrees to promptly (i) provide Stronghold, the Leasehold Mortgagee and subtenant, if any, with
6 a copy of such notice, and (ii) take such actions necessary to cure such default and release
7 any monetary encumbrances (i.e. mechanics' liens, judgment liens, tax liens, etc.).

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

16 RCWMD:

17 Economic Development Agency

18 3403 10th Street, Suite 400

19 Riverside, California 92501

20
21 Riverside County Waste Management

22 Department

23 14310 Frederick Street

24 Moreno Valley, CA 92553

Stronghold:

Stronghold Engineering

2000 Market Street

Riverside, California 92501

25
26 Or to such other addresses as designated by the respective parties from time to time.

27 **25. Estoppel Certificates.**

28 a. In the event of a proposed sale, refinancing or other Leasehold Mortgage

1 transaction relating to the Solar facility or the Leased Premises or any part thereof, at any time
2 and from time to time, within twenty (20) business days after notice of request by either party,
3 the other party shall execute, acknowledge, and deliver to the requesting party, or to such other
4 recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in
5 full force and effect; or, if there have been modifications, that it is in full force and effect as
6 modified in the manner specified in the statement and acknowledging that there are no
7 uncured defaults or failures to perform any covenant or provision of this Lease on the part of
8 the requesting party or specifying any such defaults or failures which are claimed to exist. The
9 statement shall also state the dates to which the lease payment and any other charges have
10 been paid. The statement shall be such that it can be relied on by any auditor, creditor,
11 commercial banker, and investment banker of either party and by any prospective purchaser or
12 the lender of the Solar Facility or the Leased Premises or all or any part or parts of
13 Stronghold's or RCWMD's interests under this Lease.

14 b. Either party's failure to execute, acknowledge, and deliver, on request,
15 the certified statement described above within the specified time shall constitute
16 acknowledgment by such party to all persons entitled to rely on the statement that this Lease is
17 unmodified and in full force and effect and that the lease payment and other charges have
18 been duly and fully paid to and including the respective due dates immediately preceding the
19 date of the notice of request and shall constitute a waiver, with respect to all persons entitled to
20 rely on the statement, of any defaults on the requesting party's part that may exist before the
21 date of the notice.

22 c. Upon the receipt of a written request from the other party, each party
23 shall execute and deliver such additional documents, instruments and assurances and take
24 such additional actions as reasonably requested by such party to carry out the terms and intent
25 hereof, including, without limitation, the execution, delivery and recordation of a memorandum
26 of lease relating to the Lease. Neither party shall unreasonably withhold, condition or delay its
27 compliance with any reasonable request made pursuant to this section.
28

1 **26. Surrender of Leased Premises.**

2 a. Prior to starting any construction of the Solar Facility at the Leased
3 Premises, Stronghold shall deliver to RCWMD Demolition/Restoration Security (as defined
4 below), as selected by Stronghold, which may be used by RCWMD for the removal of the Solar
5 Facility at the Leased Premises and the restoration of the Leased Premises to its original
6 condition at the end of the Term, in the event that Stronghold fails to complete such removal
7 and restoration activities in accordance with this Lease. Such restoration activities shall
8 include environmental remediation required for the Leased Premises or adjoining parcels to the
9 extent Stronghold activities at the Leased Premises caused environmental damage to the
10 Leased Premises or such adjoining parcels (including, but not limited to, damage to the Landfill
11 cap or the surface drainage system at the Landfill) and provided that the cost of such
12 remediation is not covered by insurance maintained by Stronghold. For the purposes of this
13 Lease, the term "Demolition/Restoration Security" shall mean either (i) an escrow account
14 initially funded by Stronghold with cash in the amount of \$401,000 (the "Security Amount"), (ii)
15 a performance or other bond in a form reasonably acceptable to RCWMD in the amount of the
16 Security Amount that secures the performance of or the payment for such removal and
17 restoration activities by Stronghold, (iii) a guaranty from an affiliate of Stronghold that
18 guarantees the performance of or the payment for such removal and restoration activities by
19 Stronghold, in a form reasonably acceptable to RCWMD provided that such guaranty may be
20 limited to the Security Amount and provided further that the entity providing such guaranty has
21 indebtedness with an investment grade or better rating by Moody's, Standard & Poors or a
22 comparable credit rating agency or (iv) any other security in the amount of the Security Amount
23 that is in a form reasonably acceptable to RCWMD in its reasonable discretion. This
24 Demolition/Restoration Security shall be posted prior to the start of any construction including
25 ground disturbance activities at the Leased Premises and maintained throughout the Lease
26 Term. The Security Amount is based on the current prevailing wage rates as of the date of the
27 Lease. In order to account for future prevailing wage increases. RCWMD reserves the right to
28 request, every five (5) years, an increase in the Security Amount equal to the percentage

1 increase, if any, during such five-year period in the Consumer Price Index for All Urban
2 Consumers published by the United States Bureau of Labor Statistics applicable to the
3 Riverside, California area and Stronghold will increase the amount of such
4 Demolition/Restoration Security by the amount of such increase in the Security Amount.

5 b. At the expiration or earlier termination of the Term, Stronghold shall
6 surrender to RCWMD the possession of the Leased Premises and shall dismantle and remove
7 the Solar Facility within 180 days following such expiration or termination of the Lease and
8 Stronghold and its employees, contractors and agents shall have a continuing license to enter
9 the Leased Premises for such purposes during such period. In connection with the removal of
10 the Solar Facility, Stronghold shall also restore as nearly as practicable the Leased Premises
11 to its condition immediately prior to the construction of the Solar Facility on the Leased
12 Premises, provided that Stronghold shall not be required to remove any roads constructed by
13 Stronghold at the Leased Premises in connection with the Solar Facility. Prior to removing any
14 permanent lighting or other infrastructure improvements installed at the Leased Premises at the
15 end of the Term, Stronghold and RCWMD shall meet to discuss whether RCWMD would like to
16 retain any portion of such infrastructure improvements and relieve Stronghold for its obligation
17 to remove such improvements. Any such infrastructure improvements that Stronghold agrees
18 to leave at the Leased Premises shall be deemed surrendered by Stronghold to RCWMD.
19 Stronghold shall leave any such surrendered property and any other property at the Leased
20 premises in good and clean condition. All other property of Stronghold relating to the Solar
21 Facility located at the Leased Premises that Stronghold leaves at the Leased Premises
22 following such 180-day period shall be deemed abandoned by Stronghold and shall, at
23 RCWMD's election, become RCWMD's property at the end of 180-day period.

24 **27. Non Discrimination.** Stronghold shall not discriminate in connection with the
25 construction and operation of the Solar Facility in its recruiting, hiring, promotion, demotion or
26 termination practices on the basis of race, religious creed, color, national origin, ancestry,
27 physical handicap, medical condition, marital status or sex in the performance of this contract
28 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions

1 of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor
2 code), and the Federal Civil Rights Act of 1964.

3 **28. Miscellaneous.**

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

6 b. **Venue.** Any action at law or in equity brought by either of the parties
7 hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a
8 court of competent jurisdiction in the County of Riverside, State of California, and the parties
9 hereto waive all provisions of law providing for a change of venue in such proceedings to any
10 other county.

11 c. **Covenants and Conditions.** All provisions, whether covenants or
12 conditions, on the part of Stronghold shall be deemed to be both covenants and conditions.

13 d. **Waiver.** The waiver by RCWMD or Stronghold of any breach or default
14 by the other party of any term, covenant, or condition herein contained shall not be deemed to
15 be a waiver of such term, covenant, or condition or any subsequent breach or default of the
16 same or any other term, covenant, or condition herein contained. The subsequent acceptance
17 of lease payment hereunder by RCWMD shall not be deemed to be a waiver of any preceding
18 breach or default by Stronghold of any term, covenant, or condition of this Lease, other than
19 the failure to pay the particular lease payments so accepted, regardless of RCWMDs
20 knowledge of such preceding breach or default at the time of acceptance of such lease
21 payment.

22 e. **No Joint Venture.** Nothing contained herein shall be construed to
23 create a partnership, joint venture, or any other associated relationship between Stronghold
24 and RCWMD, except as sublessor and sublessee. Nothing in this Lease be construed as
25 authorizing one party to act as an agent for the other.

26 f. **Exhibits.** All exhibits listed and attached are made part of this Lease
27 and are hereby incorporated by reference:

28 Exhibit A – Site Plan

1 Exhibit B – Cover Restoration Requirements

2 Exhibit C – Site Map

3 Exhibit D – Conditions of Construction

4 Exhibit E – Legal Description

5 Exhibit F – Monthly Gross Revenue Statement – Template

6 Exhibit G – Supplemental Maintenance Program

7 g. **Consents to Stronghold.** Neither RCWMD's execution of this Lease
8 nor any consent or approval given by RCWMD hereunder in its capacity as Sublessor shall
9 waive, abridge, impair or otherwise affect RCWMD's powers and duties as a governmental
10 body. Any requirements under this Lease that Stronghold obtain consents or approvals of
11 RCWMD are in addition to and not in lieu of any requirements of law that Stronghold obtains
12 any required approvals or permits from the applicable governmental authorities.

13 h. **Records.** RCWMD or any representative or designee thereof may
14 examine the books and records of Stronghold, or any officer, employee, agent, contractor,
15 affiliate, related person, assignee or franchise, as such books and records relate to, directly or
16 indirectly, the disposition of hazardous waste generated, stored or transported by Stronghold
17 at, to or from the Leased Premises.

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

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

25 **30. Permits, Licenses and Taxes.** Except as provided otherwise herein,
26 Stronghold shall secure, at its expense, all necessary permits and licenses as it may be
27 required to obtain, and Stronghold shall pay for all fees and taxes levied or required by any
28 authorized public entity in connection with the leasehold interest in the Leased Premises

1 granted to Stronghold under this Lease. Stronghold recognizes and understands that this
2 Lease may create a possessory interest subject to property taxation and that Stronghold shall
3 be subject to the payment of taxes levied on such interest.

4 **31. Section Headings.** The section headings herein are for the convenience of the
5 parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
6 scope, meaning or intent of the provisions or language of this Lease. Any rules of construction
7 to the effect that ambiguities are to be resolved against the drafting party do not apply in
8 interpreting this Lease.

9 **32. Authorized Representatives.** RCWMD hereby appoints the General Manager-
10 Chief Engineer of the Waste Management Department as its authorized representative to
11 administer this Lease on behalf of RCWMD. Stronghold hereby appoints Scott Bailey, Chief
12 Operations Officer, as its authorized representative to administer this Lease on behalf of
13 Stronghold.

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

20 (SIGNATURES NEXT PAGE)
21
22
23
24
25
26
27
28

1 IN WITNESS WHEREOF, this Lease has been executed and is effective on the date in
2 which the Board of Supervisors takes action and gives its consent.

3 Dated: April 8, 2015

4 **STRONGHOLD ENGINEERING INC.**

5
6 By: 
7 Scott Bailey, Chief Operations Officer

8 **RIVERSIDE COUNTY**
9 **WASTE MANAGEMENT DEPARTMENT**

10
11 By: 
12 Hans Kernkamp, General Manager

13 **CONSENT AND AGREEMENT**

14 **COUNTY OF RIVERSIDE**, a political subdivision of
15 the State of California

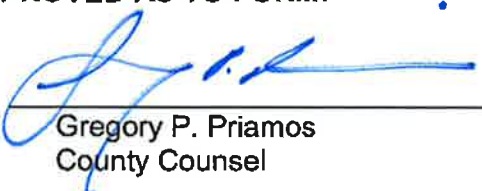
16 By: 
17 Marion Ashley, Chairman
18 Board of Supervisors

19 **ATTEST:**

20 Kecia Harper-Ihem
21 Clerk of the Board

22
23 By: 
24 Karen Barta
25 Deputy

26 **APPROVED AS TO FORM:**

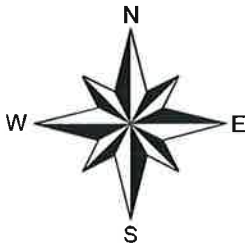
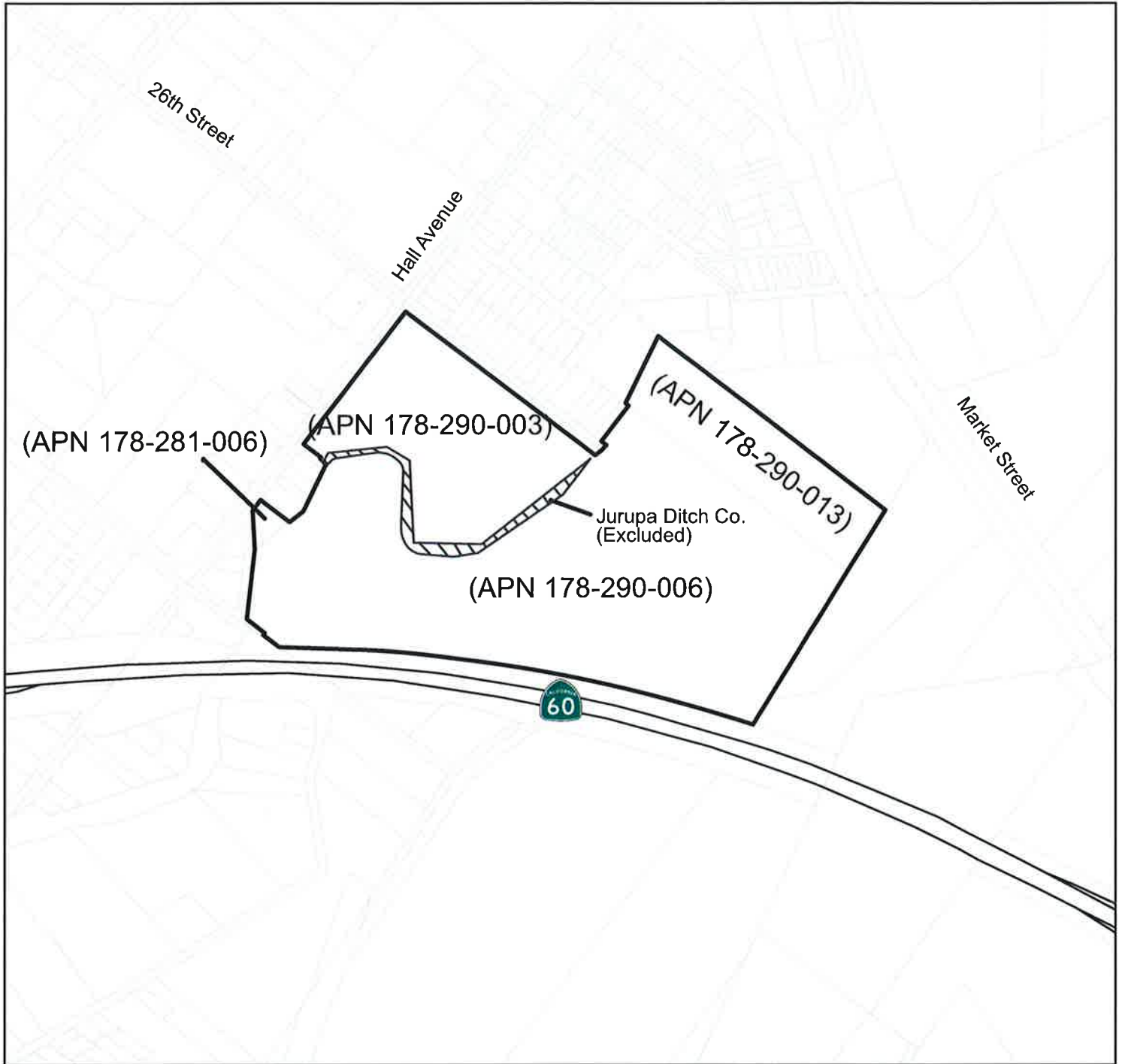
27
28 By: 
Gregory P. Priamos
County Counsel

West Riverside Landfill

Revenue Ground Sublease

Exhibit A

Leased Premises



West Riverside Sanitary Landfill (Closed)
 Leased Premises
 Exhibit "A"

West Riverside Landfill

Revenue Ground Sublease

Exhibit B

Cover Restoration Requirements

EXHIBIT "B"

COVER RESTORATION REQUIREMENTS

In order to comply with the applicable State and Federal regulation for closed landfill units and to meet the performance standards set forth by these regulations, all inactive landfill sites owned by the COUNTY are capped with one of the following cover systems: prescriptive cover (per Section 21090 in Title 27 of the California Code of Regulation), monolithic cover (as an alternative final cover design to the prescriptive), or an approximately 12-inch thick layer of compacted clean soil. The primary goal of any cover system is to prevent or minimize the infiltration of water into the buried waste, thereby minimizing the production of leachate and gas which cause contamination to ground water and pose threat to public health and safety. The cover system at each site is defined in its specific Closure and Post Closure Maintenance Plan (CPCMP), if applicable to the facility. When a CPCMP is not available, it shall be assumed that the in place cover system consists of an approximate 12-inch thick layer of compacted clean soil. Any changes or damage that is made to the final cover system including grading or drainage control shall be repaired and restored in accordance with the approved CPCMP, or as otherwise specified by the COUNTY.

The following is a brief description of the three different cover systems installed at the COUNTY's inactive landfill sites:

Prescriptive cover: comprise of a 5-foot thick section containing the following layers from bottom to top:

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

Monolithic cover: comprise of an approximately 4-foot thick soil layer section containing a good mix of gradation, including sand, silt, and clay, and has permeability no greater than 1.0×10^{-5} cm/sec throughout the cover section.

12-inch thick soil layer: consists of clean soil mix of sand, silt, and clay material placed at 90% relative compaction and graded to maintain a positive flow pattern towards the surrounding drainage control system.

For the prescriptive cover systems the Riverside COUNTY Waste Management Department (COUNTY) has been allowed to replace sections of the approved prescriptive cover section with a "monolithic" cover section. In this case, however, the replacement monolithic cover section must be at least 5-feet thick (in order to match that of the prescriptive cover) and contain a good mix of gradation, including sand, silt, and clay. Any monolithic cover section shall have a permeability of no more than 1.0×10^{-5} cm/sec throughout the cover section.

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

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

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

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

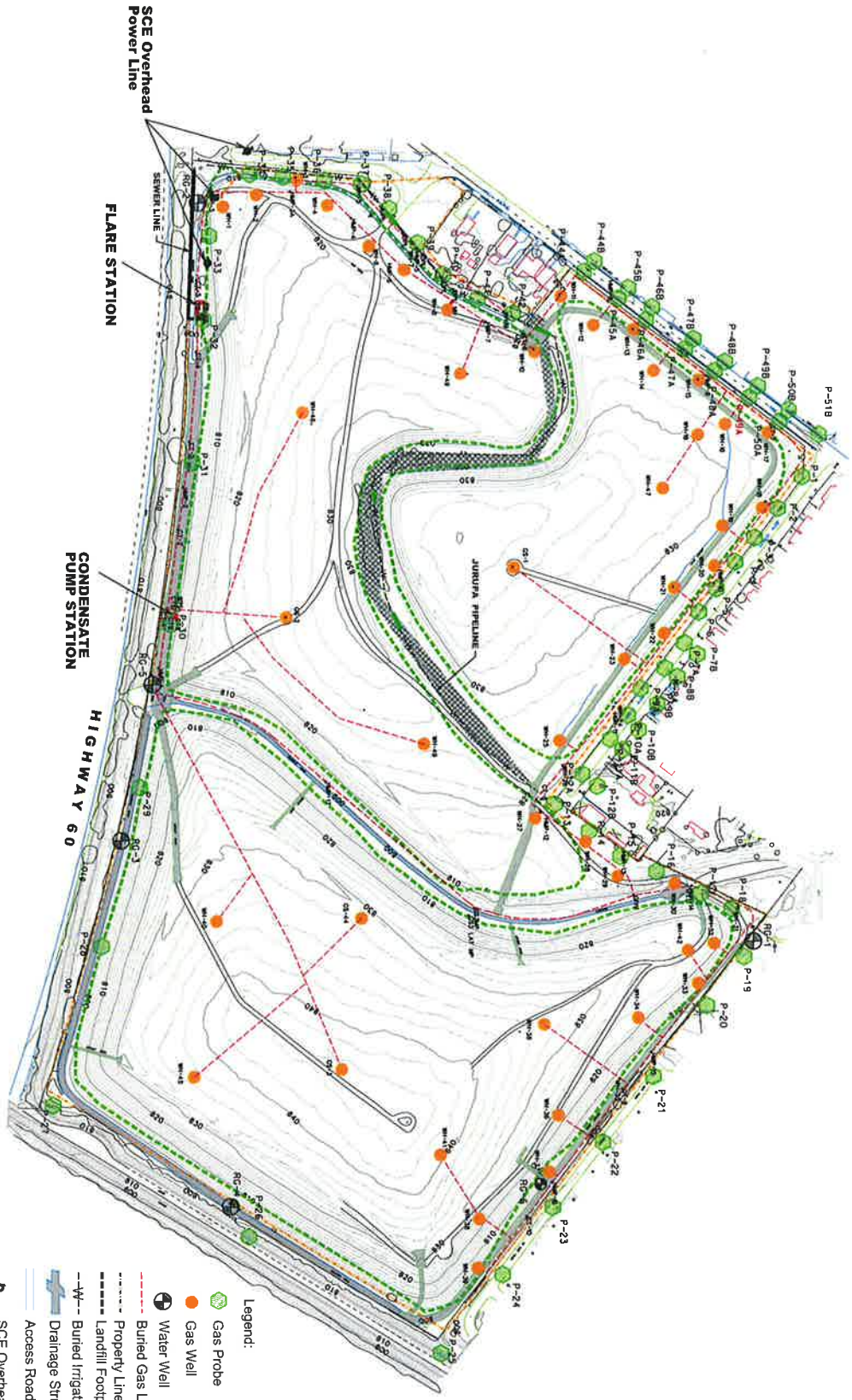
All Cover Restoration Requirements are subject to the approval of the COUNTY, California Regional Water Quality Control Board, the Local Enforcement Agency, and the California Integrated Waste Management Board.

West Riverside Landfill

Revenue Ground Sublease

Exhibit C

Site Map



Riverside County
Waste Management Department

West Riverside Sanitary Landfill

Site Map

Exhibit C

File: eng/sites/west_riverside/Stronghold_solar/wr_exh_C_sitemap.dgn
Date: June 10, 2014

Photo Date : Oct. 2010

Scale : 1"=400'

West Riverside Landfill

Revenue Ground Sublease

Exhibit D

Conditions of Construction

EXHIBIT "D"

CONDITIONS OF CONSTRUCTION

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

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

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

LESSEE shall deliver to COUNTY one complete set of Plans and Specifications as approved by the governmental agencies.

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

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

LESSEE represents and warrants that all of the improvements constructed by LESSEE shall be constructed in compliance with the current COUNTY and State of California standards and laws applicable to the construction of public improvements, and in compliance with all applicable law or regulation with respect to the payment of prevailing wages, to the extent applicable to LESSEE. The

parties agree that one of the purposes of this Lease is for the construction of the improvements on the Premises, and is not, nor is it intended to be, a public works contract. In performing this Lease, LESSEE is an independent contractor and not the agent of COUNTY. COUNTY shall not have any responsibility for payment to any contractor or supplier of LESSEE. Notwithstanding the foregoing, LESSEE understands that it may be subject to certain public contract requirements as provided by law, and to the extent that LESSEE is subject to such requirements, LESSEE shall comply with all such requirements.

West Riverside Landfill

Revenue Ground Sublease

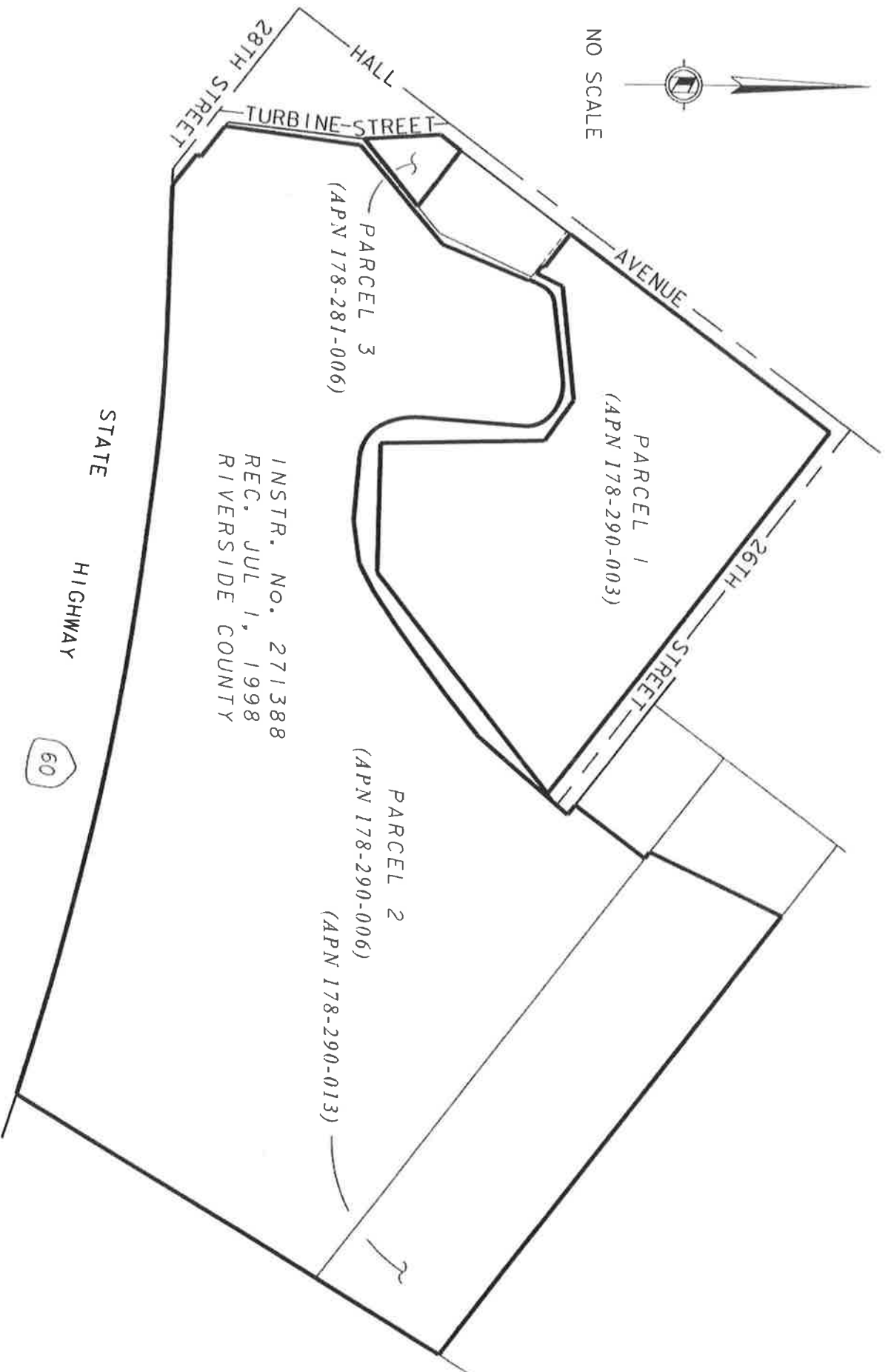
Exhibit E

Legal Description

LEGAL DESCRIPTION OF WEST RIVERSIDE LANDFILL



NO SCALE



RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
14310 FREDERICK ST. MORENO VALLEY, CA. 92553

Parcel 1
APN 178-290-003
Exhibit 1 of 2

West Riverside Sanitary Landfill

**Parcel 1
APN 178-290-003**

Being a portion of Lot 2 of the Amended Map of the West Riverside Subdivision recorded in Map Book 4, Page 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 "D", as shown on said Record of Survey;

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

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

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

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

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

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

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

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

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

Thence North 37° 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.



Anthony J. Korhely

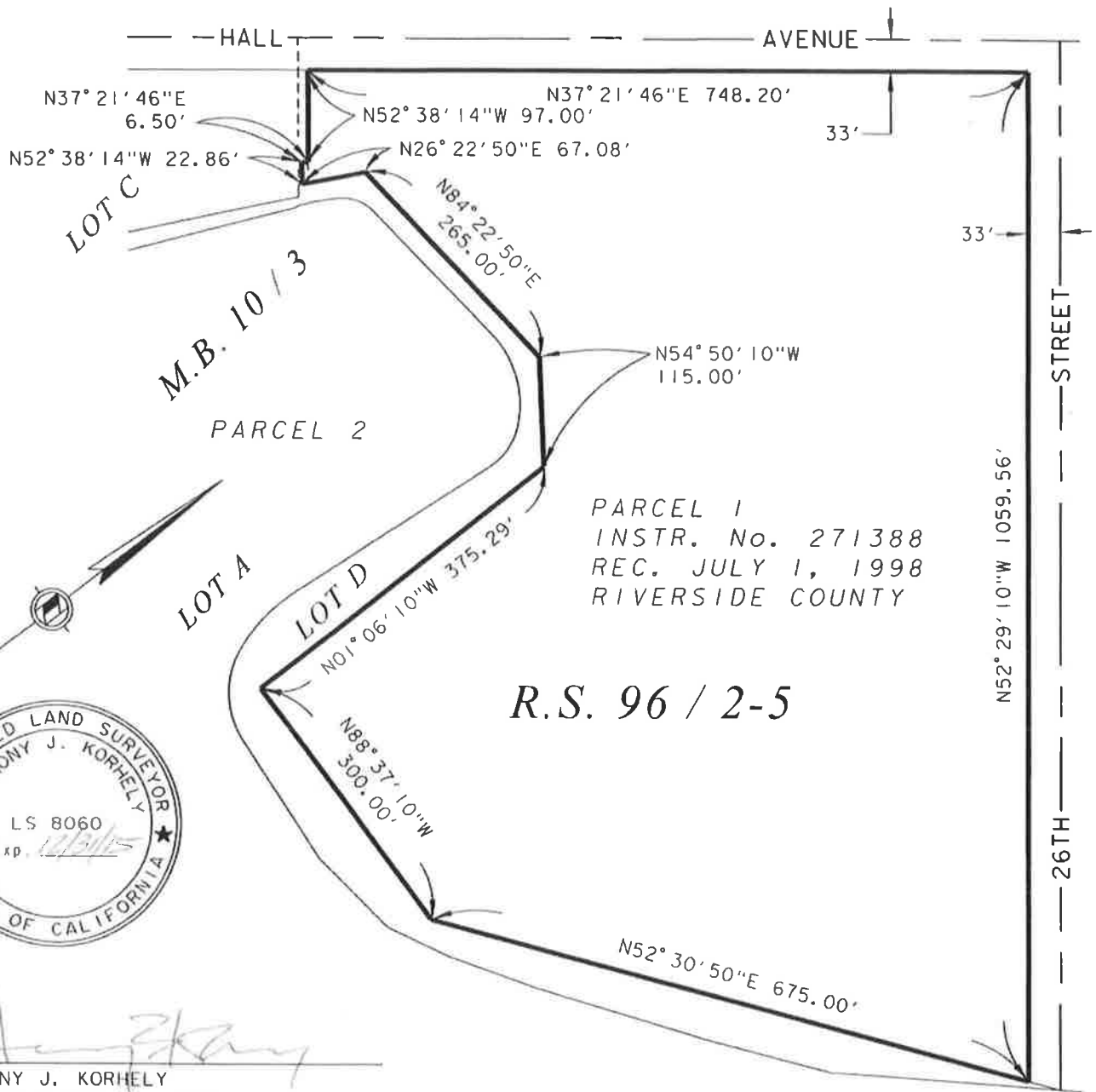
ANTHONY J. KORHELY

Land Surveyor No. 8060
Signed For: Riverside County Waste
Management Department

Date: 14 JULY 2014

PARCEL 1
APN 178-290-003
EXHIBIT 2 OF 2

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.



PARCEL 1
 INSTR. No. 271388
 REC. JULY 1, 1998
 RIVERSIDE COUNTY

R.S. 96 / 2-5



Anthony J. Korhely
 ANTHONY J. KORHELY
 LAND SURVEYOR No. 8060
 SIGNED ON BEHALF OF:
 RIVERSIDE COUNTY WASTE
 MANAGEMENT DEPARTMENT
 DATE: 14 JULY 2014

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
 14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME: WEST RIVERSIDE SANITARY LANDFILL			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	APN 178-290-003	SCALE:	PREPARED BY:
		NO SCALE	DAB
		JUL-01-2014	SHEET NO. 1 OF 1

Parcel 2
APNs 178-290-006 & 178-290-013
Exhibit 1 of 4

West Riverside Sanitary Landfill

Parcel 2
APN's 178-290-006 & 178-290-013

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 corner of Lot "D", as shown on said Record of Survey;

Thence North $41^{\circ} 34' 36''$ 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 $52^{\circ} 29' 10''$ West along said Northeasterly right of way of 26th Street, 28.91 feet;

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

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

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

Thence South $52^{\circ} 25' 26''$ East 1279.31 feet, to a point on the Northwesterly right of way of the Santa Ana River, as shown on said Record of Survey;

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

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

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

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

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

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

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

Thence North $41^{\circ} 04' 57''$ East along said Southerly boundary, 11.02 feet, to a point on the Northeasterly 33 foot right of way of 28th Street, as shown on said Record of Survey;

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

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

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

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

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

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

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

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

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

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

Thence South 04° 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 "D", 99.60 feet;

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

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

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

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

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




ANTHONY J. KORHELY

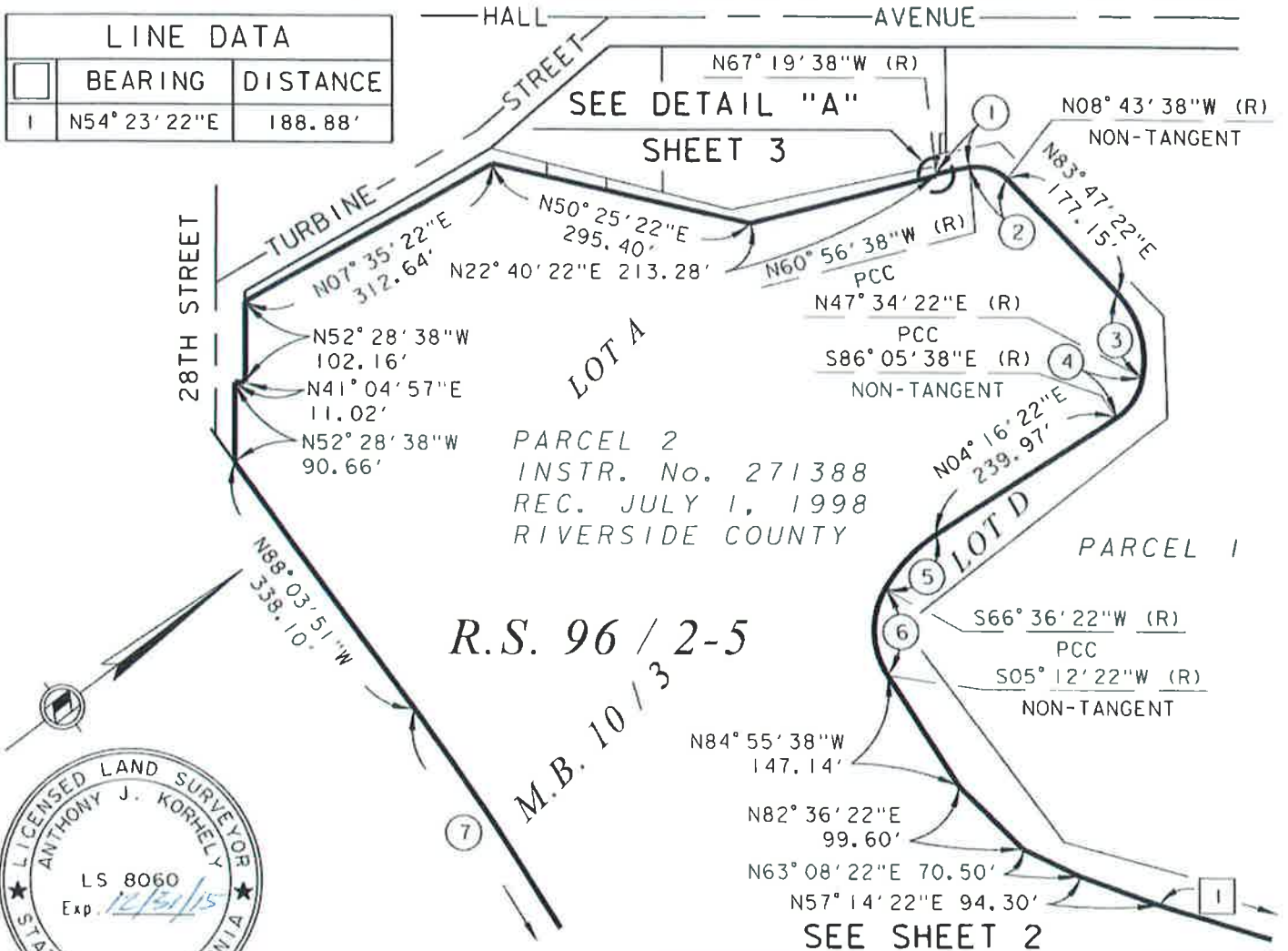
Land Surveyor No. 8060
Signed For: Riverside County Waste
Management Department

Date: 17 July 2014

PARCEL 2
APN'S 178-290-006 & 178-290-013
EXHIBIT 2 OF 4

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.

LINE DATA		
	BEARING	DISTANCE
1	N54° 23' 22"E	188.88'



Anthony J. Korhely
 ANTHONY J. KORHELÝ
 LAND SURVEYOR No. 8060
 SIGNED ON BEHALF OF:
 RIVERSIDE COUNTY WASTE
 MANAGEMENT DEPARTMENT
 DATE: *17 July 2014*

CURVE DATA				
○	△ =	R =	T =	L =
1	06° 23' 00"	347.00'	19.35'	38.66'
2	52° 13' 00"	49.00'	24.01'	44.66'
3	53° 47' 00"	109.00'	55.28'	102.32'
4	46° 20' 00"	69.00'	29.53'	55.80'
5	27° 40' 00"	174.00'	42.85'	84.02'
6	61° 24' 00"	95.00'	56.41'	101.81'
7	05° 24' 32"	3749.94'	177.14'	354.01'

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
 14310 FREDERICK ST. MORENO VALLEY, CA. 92553

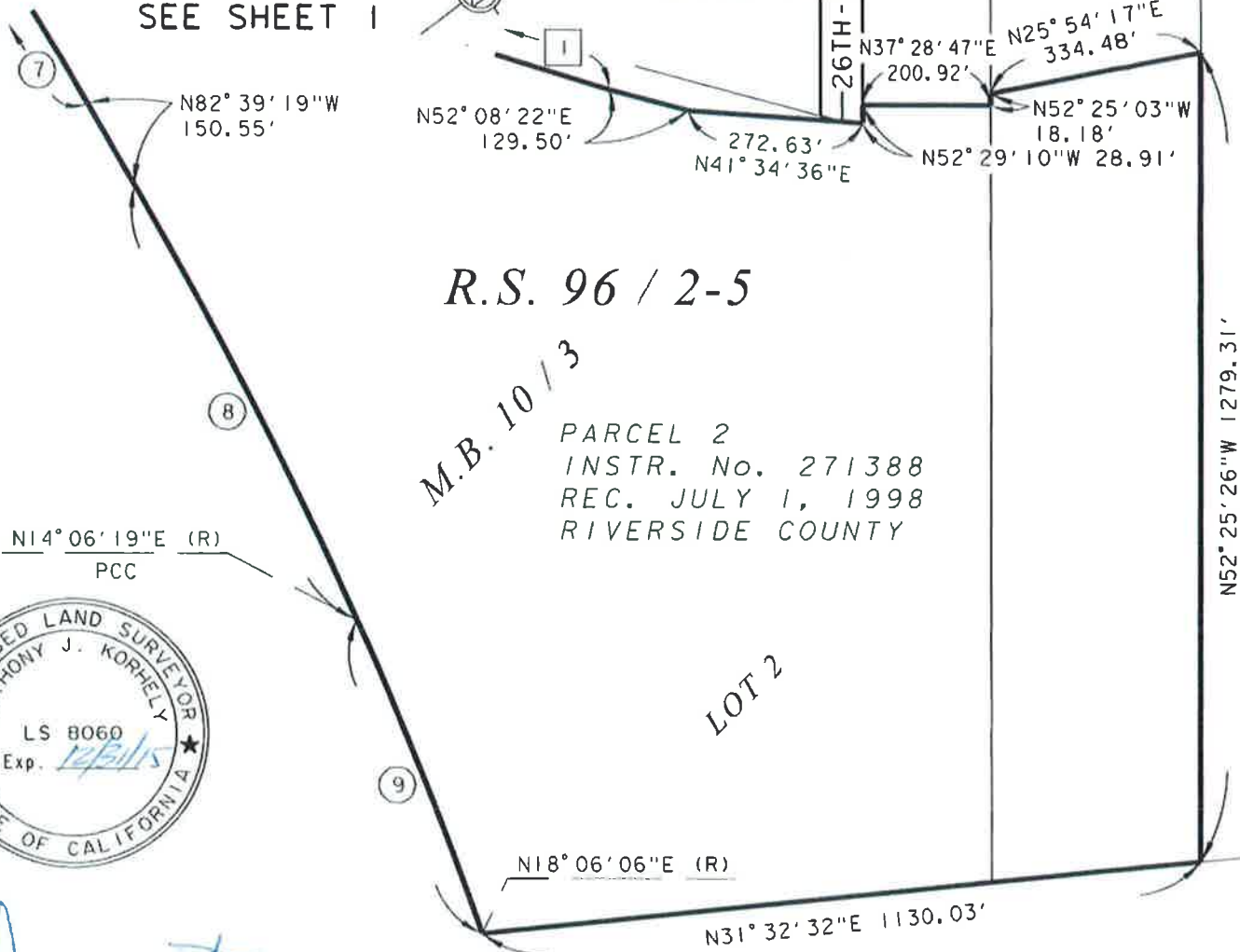
PROJECT NAME: WEST RIVERSIDE SANITARY LANDFILL			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	APN'S 178-290-006 & 178-290-013	SCALE: NO SCALE	PREPARED BY: DAB
		JUL-01-2014	SHEET NO. 1 OF 3

PARCEL 2
APN'S 178-290-006 & 178-290-013
EXHIBIT 3 OF 4

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.

LINE DATA		
	BEARING	DISTANCE
1	N54° 23' 22"E	188.88'

SEE SHEET 1



R.S. 96 / 2-5

M.B. 10 / 3

PARCEL 2
 INSTR. No. 271388
 REC. JULY 1, 1998
 RIVERSIDE COUNTY

N14° 06' 19"E (R)
 PCC



Anthony J. Korhely

ANTHONY J. KORHELTY
 LAND SURVEYOR No. 8060
 SIGNED ON BEHALF OF:
 RIVERSIDE COUNTY WASTE
 MANAGEMENT DEPARTMENT

DATE: 14 JULY 2014

CURVE DATA				
○	△ =	R =	T =	L =
7	05° 24' 32"	3749.94'	177.14'	354.01'
8	06° 45' 38"	6499.90'	383.92'	766.95'
9	03° 59' 47"	7624.88'	266.03'	531.84'

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

WEST RIVERSIDE SANITARY LANDFILL

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

APN'S 178-290-006
 & 178-290-013

SCALE:

NO SCALE

JUL-01-2014

PREPARED BY:

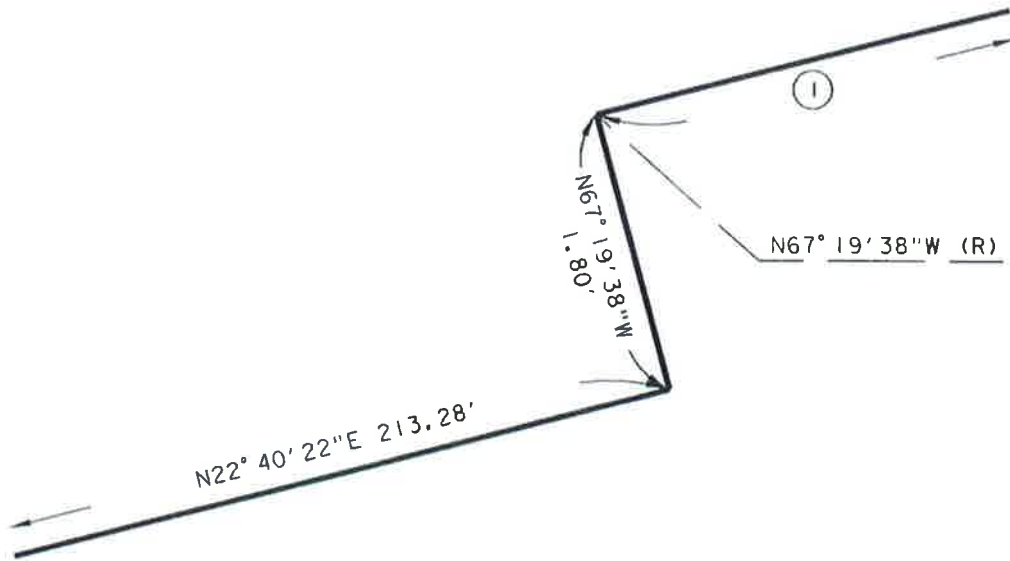
DAB

SHEET NO.

2 OF 3

PARCEL 2
APN'S 178-290-006 & 178-290-013
EXHIBIT 4 OF 4

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.



DETAIL "A"
 NOT TO SCALE

CURVE DATA				
○	△ =	R =	T =	L =
1	06° 23' 00"	347.00'	19.35'	38.66'



[Signature]
 ANTHONY J. KORHEL
 LAND SURVEYOR No. 8060
 SIGNED ON BEHALF OF:
 RIVERSIDE COUNTY WASTE
 MANAGEMENT DEPARTMENT
 DATE: 17 JULY 2014

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME: WEST RIVERSIDE SANITARY LANDFILL			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	APN'S 178-290-006 & 178-290-013	SCALE:	PREPARED BY:
		NO SCALE	DAB
		JUL-01-2014	SHEET NO. 3 OF 3

Parcel 3
APN 178-281-006
Exhibit 1 of 2

West Riverside Sanitary Landfill

**Parcel 3
APN 178-281-006**

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

Beginning at the most Southwesterly corner 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 "D", 197.68 feet, to the Point of Beginning.



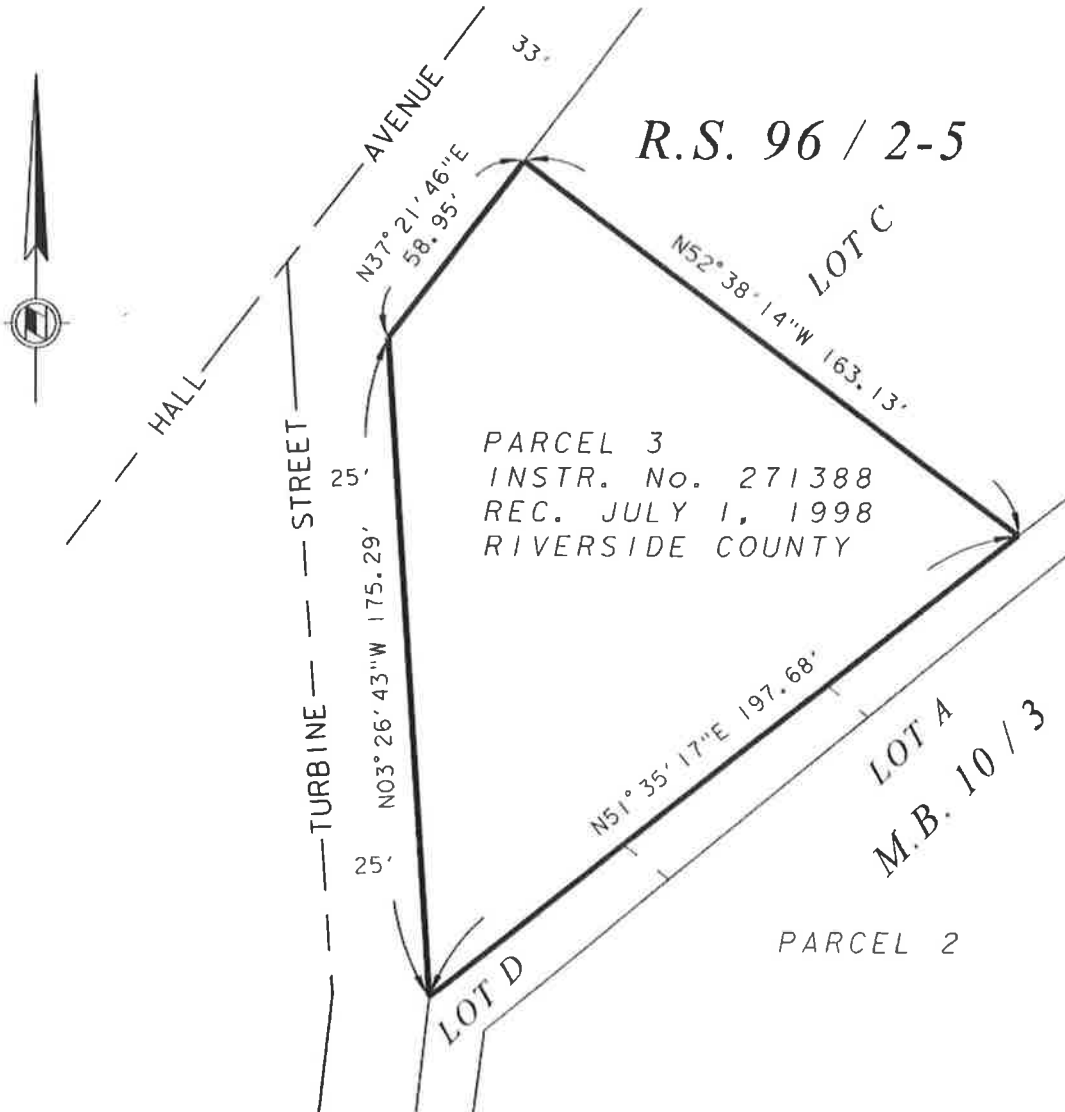

ANTHONY J. KORHELÝ

Land Surveyor No. 8060
Signed For: Riverside County Waste
Management Department

Date: 17 JULY 2017

PARCEL 3
APN 178-281-006
EXHIBIT 2 OF 2

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.



PARCEL 3
 INSTR. No. 271388
 REC. JULY 1, 1998
 RIVERSIDE COUNTY



Anthony J. Korhely
 ANTHONY J. KORHELÝ
 LAND SURVEYOR No. 8060
 SIGNED ON BEHALF OF:
 RIVERSIDE COUNTY WASTE
 MANAGEMENT DEPARTMENT
 DATE: 17 JULY 2014

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME: WEST RIVERSIDE SANITARY LANDFILL			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	APN 178-281-006	SCALE:	PREPARED BY:
		NO SCALE	DAB
		JUL-01-2014	SHEET NO. 1 OF 1

West Riverside Landfill

Revenue Ground Sublease

Exhibit F

Monthly Gross Income Statement - Template

Exhibit F

Monthly Total Gross Revenue Statement

Lessee: _____

Lease Number: _____

Month: _____

Total Gross Revenue Received \$ _____

Additional Rent Percentage _____ .02

Total Payable to County \$ _____

I hereby certify under penalty of perjury the above statements are true and correct.

Signed: _____

Date: _____

Print: _____

West Riverside Landfill

Revenue Ground Sublease

Exhibit G

Site Maintenance Plan

(8) Periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with Section 20933 of Article 6, of Subchapter 4 of Title 27.

No buildings are planned as part of the solar array improvements.

(f) The LEA may require that an additional soil layer or building pad be placed on the final cover prior to construction to protect the integrity and function of the various layers of final cover.

The proposed solar array improvements will not be in direct contact with the final cover barrier as shown on Drawing S2 in **Appendix C**, page 151 of this PDF. The arrays will be supported by concrete skids, which will have a layer of aggregate between the cover and the bottom of the skids. Care will be taken when moving solar panel skids.

(g) All onsite construction within 1,000 feet of the boundary of any disposal area shall be designed and constructed in accordance with subparagraphs (1 through 7), or in accordance with an equivalent design which will prevent gas migration into the building, unless an exemption has been issued:

No buildings are planned as part of the solar array improvements. All existing structure are monitored in accordance with the 1993 Closure and Postclosure Maintenance Plan and its Amendments, (Earth Technology Corporation, 1993).

9 SUPPLEMENTAL MAINTENANCE PROGRAM

9.1 INTRODUCTION

A supplemental maintenance program will be implemented at the West Riverside Landfill after installation of the solar arrays and will continue for the life of the solar array system, approximately 20 years. This section describes the responsibilities, resources, and inspection frequency for carrying out the maintenance plan. Specific inspection and maintenance activities are detailed in subsequent Sections 9.2 through 9.5.

9.2 INSPECTION, MONITORING, AND MAINTENANCE PROGRAM

9.2.1 Landfill Cover

27 CCR 21090

A supplemental maintenance program will be conducted by SEI, and verified by the County, at the Landfill to verify that the landfill final cover retains its integrity and effectiveness. The final

cover, including perimeter access road and surface drainage system, will be routinely evaluated and inspected monthly for any evidence of:

- Soil erosion
- Settlement and subsidence
- Exposed refuse
- Cracks
- Ponded water
- Vegetation stress
- Odor
- Slope failure
- Leachate seeps

Deficiencies such as cracks, erosion damage, or settlement in the final cover will be evaluated regarding their extent and depth. The evaluation will include determining the severity of the problem, prioritizing their repair, and determining the best method of repair. Materials and methodologies for repairs and restoration will be consistent with the final cover construction specifications by The Earth Technology Corporation, dated 19933, **Appendix E**. SEI shall request an MSHCP/ nesting bird clearance survey prior to scheduling any landfill cover repair/restoration activities. The County shall provide a calendar period when abatement activities may occur. County will also identify areas where abatement work is prohibited, if any. The timing of weed abatement activity will be coordinated with the County under the same survey period. Cause(s) for the damage will be reported in writing in the record of maintenance activities prepared by SEI and submitted to the County per Section 9.2.1.

Ballast and/or Skid Supported – If settlement or damage to the cover occurs beneath a ballast block supported solar array or inverter supported skid, the support structure and arrays will be temporarily moved out of the way until repairs are complete and then returned to their proper location.

Areas that have ponded water or have settled will be filled with clean soil imported from off-site and approved by the County, free of deleterious material. After filling and re-grading, the areas will be resurfaced.

Should a failure in the cover area occur, the area will be closed off to prevent damage to equipment or harm to humans and the environment. A licensed civil engineer retained by SEI will be notified to assess the failure and recommend appropriate corrective action. Specific corrective action will depend on the extent, nature, and location of the failure. Corrective action measures will be developed by the civil engineer and be subject to approval by the County and regulatory agencies.

A record of final cover maintenance activities will be prepared by SEI and submitted to the County. The record will include the date, location, and extent and nature of the maintenance activity. Regulatory agencies will be notified as required by the site's permit and approvals.

Grass associated with the solar arrays will be controlled by periodic mowing beneath the solar arrays. Arrays will be best maintained by using a manual weed trimming type of device that allows selective grass removal in planter areas and near the support footings of the solar arrays. Annual mowing in early summer after plants turn brown will be coordinated with the County and implemented at minimum.

9.3 DRAINAGE SYSTEM

27 CCR 21090(b)(3), 20365, and 21150

A supplemental maintenance program will be implemented by SEI, and verified by the County, to maintain the integrity and effectiveness of the final drainage system in accordance with the post-closure maintenance plan and RWQCB Order No. 98-99-02. The final drainage system will be inspected and evaluated on an ongoing basis for:

- Evidence of erosion
- Standing water
- Formation of gullies
- Settlement, blockage, and damage to drainage channels, structures, swales, and culverts

Damage to the drainage system will be promptly addressed under direction and to the satisfaction of the County. Cause(s) for the damage will be reported in writing in the record of maintenance activities prepared by SEI and submitted to the County per Section 9.2.1.

Permanent repairs and restoration will be made consistent with final closure construction specifications. Temporary repairs may be utilized until permanent repairs can be scheduled. Culverts and inlet and outlet structures will be cleaned of sediment regularly before their flow capacities are impaired. Drainage inlet grates will be kept free of debris, and drainage channels will be maintained to permit free flow. Maintenance & methodologies for repairs and restoration will be consistent with the final cover and drainage system construction specifications. Cause(s) for the damage will be reported in writing in the record of maintenance activities prepared by Stronghold and submitted to the County and regulatory agencies.

Results of the inspection and summary of maintenance performed will be compiled by SEI and included in the monthly monitoring report following the inspection.

9.4 LANDFILL GAS MONITORING AND CONTROL SYSTEMS

27 CCR 20921 et seq. and 21180 (a)(2)

The LFG migration monitoring system will be inspected on an ongoing basis, consistent with the requirements and 27 CCR 20933. System components will be repaired and replaced as required to maintain full system capabilities, as intended at initial installation.

The gas monitoring system inspection and maintenance program will be the responsibility of the County for the duration of the maintenance period, or until an operating exemption is granted by the CalRecycle and the LEA as allowed per 27 CCR 20921 (d).

9.5 EMERGENCY RESPONSE

9.5.1 Earthquakes

The West Riverside Landfill is located in an area of moderate to strong seismic activity. Ground motion resulting from faults in the region is expected to be moderate to strong. The landfill final grades and cover system have been designed based on a seismic slope stability analysis specific to site conditions and anticipated ground motion. Final cover system and solar equipment are expected to be stable under anticipated seismic conditions.

The solar arrays will be visually inspected within 12 hours after a moderate or strong earthquake event. The inspection will assess the condition of final cover on the side slopes, benches and top deck; and drainage structures. Areas where the cover layer appears compromised, or refuse has day-lighted, will be identified.

Necessary landfill repairs will be prioritized in accordance with other earthquake response needs at the landfill. Corrective landfill repairs will generally be made as described in Section 9.2 of this Maintenance Plan. If necessary, a remediation plan and/or corrective action construction plans and specifications will be prepared. Materials and application methodologies shall be subject to County and regulatory agency approval prior to implementation.

9.5.2 Floods

The closed landfill cells lie at an elevation that is not within the 100-year flood plain as depicted in the Federal Emergency Management Agency flood insurance map for the region. No flood hazard is anticipated.

9.5.3 Geotechnical and Seismic

The areas where the solar arrays are located are flat with minimum slopes. The solar project structures have been designed to withstand the anticipated seismic events at the site. A geotechnical report prepared for the solar project (GPI, 2014) is presented in **Appendix C**. A detailed cover and global seismic analysis is contained in the 1993 Closure and Post-Closure Maintenance Plan (The Earth Technology Corporation, 1993).

9.5.4 Surface Drainage Problems

The existing surface water drainage system will handle runoff from the site with only minor instances of erosion expected. The system has been designed for 100-year rainfall event, which will provide adequate protection for the landfill. Routine monthly inspections and corrective landfill repairs will be made as described in Section 9.3 of this Maintenance Program. Drainage structure improvements and/or repairs will be implemented annually prior to the start of the rainy

season on October 1st each year. Materials and application methodologies shall be subject to County and Regulatory Agency approval prior to implementation.

9.5.5 Environmental Monitoring Systems

The proposed solar arrays are located to minimize interference with existing environmental monitoring systems. Installation and operation of the solar arrays will be performed in a manner that will not impact the existing environmental monitoring systems nor limit access to the environmental monitoring systems.

9.5.6 Emergency Coordination

If an emergency situation develops at West Riverside Landfill, Stronghold will immediately notify the County and will implement any necessary measures to address the situation. The personnel listed in Table 9-1 have the authority to commit all resources of the County in the event of an emergency.

**Table 9-1. West Riverside Emergency Response Personnel
(as of May 2014)**

Name	Title	Telephone
Fouad Mina	Engineering Project Manager	(951) 315-8415
Hans Kernkamp	General Manager/Chief Engineer	(951) 288-7224
Scott Bailey	Stronghold Engineering, COO	(951) 684-9303

9.5.7 Corrective Action

Occurrences which could require corrective action and their corresponding measures are described above. If extensive damage occurs to the landfill cover or associated structures (such as drainage control features), corrective action alternatives will be assessed by a registered civil engineer, and appropriate repair measures implemented.

Any repairs to the final cover, drainage system or environmental monitoring systems will be reviewed by a civil engineer or certified engineering geologist, and certified that the integrity of the original cover has been maintained. Materials and application methodologies shall be subject to County and Regulatory Agency approval prior to implementation.

9.5.8 Emergency Equipment

A list outlining the general availability and types of emergency mitigation equipment is presented in Table 9-2. All heavy equipment operated at West Riverside Landfill is equipped with fire extinguishers.

9.5.9 Regulatory Notifications

If a failure or release occurs which requires emergency response action, the agencies listed below will be contacted:

Riverside County Environmental Health Services
3880 Lemon Street
Riverside, California 92501
(951) 782-2968

CalRecycle
1001 "I" Street
Sacramento, California 95814
(916) 255-2200

State of California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street
Riverside, California 92501
(951) 782-4130

Table 9-2. Availability of Emergency, Mitigation Equipment

Emergency	Type of Equipment Required	Available
Vandalism	Construction Equipment	A, D
Fire	Fire Fighting Operations	B A
Explosion/LFG Mitigation	LFG Containment	A, B, D
Earthquake	Construction Equipment	C
Floods	Not anticipated	
Collapse of landfill	Landfill Operation Equipment	A, D
Surface drainage problem	Landfill Operation Equipment	A
Waste release	Varies	A, D

Key: A Available Stronghold staff and equipment
 B Available from local fire response facilities
 C Inspection available in less than 12 hours
 D Availability dependent on type of mitigation measure

Table 9-3. Post-closure Inspection Schedule

Activities	Ongoing ³	Monthly ⁴	Quarterly	Semiannually ¹
Final cover areas	X	X	X	X
Drainage system	X	X	X	X
Paved cover		X	X ²	X
Landfill gas monitoring system	X	X	X	
Security	X		X	X
Emergency response events			X	X

1 - Comprehensive inspection conducted by the RPs
 2 - Quarterly during the first year
 3 - When accessible
 4 - At minimum monthly during the first year

For each inspection, any damage discovered and repairs should be documented and included in the monthly monitoring report following the inspection. Photographs should also be taken of the damage and the photographs labeled with the location of the damage and the time and date taken.

10 MAINTENANCE COST ESTIMATES

This section presents the supplemental maintenance cost estimates and associated supporting documentation for the solar arrays at West Riverside Landfill. The cost estimates were prepared consistent with 27 CCR, Sections 21780(a)(2).

10.1 MAINTENANCE COST ESTIMATE

27 CCR 21840 and 21769(b)(2)(A)

The maintenance cost estimate was prepared by SCS Engineers based on the activities described in this Maintenance Plan. The maintenance cost estimate includes the cost of materials, equipment, labor and administration.

The estimate is based on 2014 dollars and the hiring of a third party to maintain, monitor, and inspect the solar system. Table 10-1 summarizes the estimated additional annual maintenance cost. A breakdown of these costs is provided in **Appendix B**. The ground lease for the solar project requires a "Restoration Bond" to be provided by SEI.

Table 10-1. Annual Maintenance Cost

Item	Cost
County Postclosure Costs	\$94,000.00
Solar Inspections	\$2,500.00
Solar Cover Repair	\$30,300.00
Solar Landfill Gas Monitoring	\$2,000.00
TOTAL	\$128,800.00

11 SITE SECURITY

The electrical wiring will be covered or protected to the maximum extent possible. Control and power cabinets will be locked. The solar arrays are bolted to the support structures and are not easily removed.

Site security will be maintained through a combination of fencing, locked gates, and warning signs. The arrays will not be open to public access.

Security of the solar array installations will be the responsibility of SEI. Periodic reviews of the security measures in place will be made to determine if additional measures are warranted to protect the solar arrays.

12 REFERENCES

Earth Technology Corporation, 1993. Closure and Postclosure Maintenance Plan, West Riverside Landfill, Riverside, California.

Geotechnical Professionals Inc., 2014. Geotechnical Investigation, Proposed Solar Power Facility, West Riverside Landfill, California.

Sowers, G. F. 1968. Foundation Problems in Sanitary Landfills, Journal of Sanitary Engineering Division, ASCE Vol. 94, SA1.