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**HAZARDS AND HAZARDOUS WASTE****Mitigation Measure:**

- HAZ-1 Handling, storage, and removal of hazardous waste at the facility site must be conducted in compliance with all applicable state laws and regulations. Therefore, prior to acceptance of any additional feedstock or increase in the amount of feedstock accepted at the site, the operator shall update the site's environmental plans and programs including but not limited to: (1) Hazardous Waste Load Checking Program; (2) Solid Waste Facility Permit; (3) Report of Composting Site Information; (4) Spill Prevention and Counter Measure Plan; (5) Emergency Response Plan; and others, to the satisfaction of the Riverside County Department of Water Resources, Riverside County Department of Environmental Health Hazardous Materials Division, and the Riverside County Fire Code Official.
- HAZ-2 Load checked hazardous waste storage containers housed in the daily greenwaste tipping areas on the active composting pad will be moved to the designated hazardous waste storage area at the end of an operation day for secured overnight storage. HHW temporarily stored at load check points throughout the facility must also be moved to a secure hazardous waste storage area at the end of each business day.
- HAZ-3 Prior to the expansion of the facility or increase in the amount of feedstock or vehicles entering the site, the Emergency Response Plan shall be updated to include the additional activities in the expansion areas, the location of all fire hydrants and standpipes, and any other pertinent information. The Emergency Response Plan shall be submitted to the Riverside County Department of Waste Resources, the Riverside County Department of Environmental Health Hazardous Materials Division, and the Riverside County Fire Code Official, for review and approval.

**Agency/Individual Responsible for Implementation:** Burrtec

**Timing:** HAZ-1: Prior to Construction Building Permit Final

HAZ-2: During ongoing operation of the CVC.

HAZ-3: Prior to Building Permit Issuance.

**Monitoring:** Burrtec, LEA, B&S, RCDWR and Riverside County Fire Code Official

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**HYDROLOGY AND WATER****Mitigation Measure:**

HWQ-1 During construction of the (1) entrance and drainage improvements; (2) low water crossing; and (3) new development in the composting/processing area, the operator shall implement and comply with the following BMPs, or similar BMPs designed to accomplish the same purpose:

- Good housekeeping: measures to maintain clean and pollution free work areas include designated vehicle parking away from the construction area, trash bins provided in the construction area; designated worker policing of the construction area at the end of each work day, etc.
- Preventive maintenance: measures taken to minimize, or eliminate, environmental exposure to pollutants during routing equipment and facilities maintenance. A dedicated location for the maintenance of equipment and vehicle maintenance shall be identified for each construction area and construction workers shall be informed of the location.
- Storm water management practices: in advance of any construction activities where stormwater erosion/sediment control is necessary, identify potential storm water issues and provide BMPs such as hay bales, temporary diversion dams, or sediment control wattles to filter sediment and control erosion.
- Training: the operator shall identify employees who will be trained to identify stormwater issues and be responsible for stormwater pollution management and monitoring.
- Inspections: measurement taken by qualified employees to maximize effectiveness of stormwater BMPs include daily inspection of the construction site.

HWQ-2 The operator shall update the CVC Storm Water Pollution Prevention Plans to include construction and operation of activities in the lease boundary expansion area, the new composting/processing expansion area, and the improvements to the site entrance at Landfill Road and the low water crossing, and shall describe the potential sources of pollutants and the means to manage any identified sources to reduce stormwater pollution. The SWPPP shall identify a suite of minimum BMPs, including but not limited to, good housekeeping practices, employee training, etc. The operator shall file a Notice of Intent with the State Water Quality Control Board and have a copy of the Storm Water Prevention Plans and Water Discharge Identification (WDID) issued by the State Water Quality Control Board on file at the scalehouse/office.

**Agency/Individual Responsible for Implementation:** Burrtec

**Timing:** HWQ-1: During Grading and Construction activities

HWQ-2: Prior to Grading Permit Issuance

**Monitoring:** Burrtec, B&S and RCDWR

**LAND USE AND PLANNING**

**Mitigation Measure:**

LU-1 Prior to the issuance of grading permits, the operator shall pay appropriate fees for the area of disturbance. The acreage subject to fees shall be based on the increase in leased land (approximately 4.53 acres). The area subject to the fee is in the northwest section of the composting/processing area as shown in Chapter 4, Project Description, Exhibit 4-2, *Preliminary Site Plan – Lease Agreement Amendment Area*. Fees associated with the project are TUMF and MSHCP fees.

**Agency/Individual Responsible for Implementation:** Burrtec

**Timing:** Prior to the issuance of grading permits.

**Monitoring:** Burrtec, CVCC, B&S and RCDWR

**NOISE**

**Mitigation Measure:**

NOI-1 As part of the revised SWFP and RCSI to be approved by the LEA, the hours of site operation shall clearly state that no C&D sorting that involves crushing shall take place between the hours of 10:00 PM and 7:00 AM.

**Agency/Individual Responsible for Implementation:** Burrtec

**Timing:** During ongoing operation of the CVC.

**Monitoring:** Burrtec, LEA and RCDWR

**PUBLIC SERVICES**

**Mitigation Measure:**

PS-1 Prior to the expansion of the facility or increase in the amount of feedstock or vehicles entering the site, the Emergency Response Plan shall be updated to include the additional activities in the expansion areas, the location of all fire hydrants and standpipes, and other relevant, and any other pertinent information. The Emergency Response Plan shall be submitted to the Riverside County Department of Waste Resources, Riverside County Department of Environmental Health Hazardous Materials Division, and the Riverside County Fire Code Official and Local Enforcement Agency (LEA) for review and approval.

**Agency/Individual Responsible for Implementation:**

**Timing:** During ongoing operation of the CVC.

**Monitoring:** Burrtec, LEA, B&S, RCDWR and Riverside County Fire Code Official

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**TRANSPORTATION / CIRCULATION****Mitigation Measure:**

**TRANS-1** During construction of the on-site improvements, the operator shall construct the following off- site improvements:

- (1) Install a southbound left turn lane on Dillon Road for transition to eastbound Landfill Road;
- (2) Lengthen the existing northbound right turn lane taper from Dillon Road to Landfill Road to allow for a greater deceleration length prior to storage length of the right turn lane for Dillon Road which has a posted speed limit of 55 miles per hour; and
- (3) A southbound bypass lane for through vehicles shall be constructed with the warranted southbound left turn lane to accommodate a southbound left turn deceleration and storage lane and westbound left turn (from Landfill Road) acceleration lane on Dillon Road. North of the intersection, the southbound bypass lane shall be a minimum of 1,180 feet including a minimum approach-taper of 660 foot (speed x lane width), a minimum storage of 150 feet and a minimum deceleration lane of 370 feet. South of the intersection, the bypass lane should be a minimum of 1,350 feet including an acceleration lane of 750 feet, and a minimum merge taper of 600 feet (50:1). A side road ahead warning sign (W2-2) shall be placed on the north and south approaches.

**TRANS-2** Prior to issuance of occupancy permits for the new buildings on-site, the operator shall pay applicable TUMF fees to the County of Riverside Department of Waste Resources (DWR), in accordance with the latest fee schedule in effect, pursuant to Ordinance No. 673. DWR shall be responsible for transmitting the fees to CVAG to be placed in the Coachella Valley Transportation Mitigation Trust Fund.

**TRANS-3** Sight distance at the project access roadway to Landfill Road shall be reviewed with respect to standard California Department of Transportation/County of Riverside sight distance standards at the time of preparation of final grading, landscaping, and street improvement plans.

**TRANS-4** The following measures shall be implemented as part of the proposed improvements in order to provide a safe working environment at the CVC site:

- The operator shall provide sufficient parking spaces to meet County of Riverside parking code requirements in order to service on-site parking demand;

- Circulation within the project site shall allow relatively free flow of vehicular traffic with no constrictions;
- Adequate transfer truck turning radii shall be provided on-site; and
- On-site traffic signing/stripping shall be implemented in conjunction with detailed construction plans for the project site.

**TRANS-5** The operator of CVC shall coordinate with the County of Riverside and cities of Coachella and Indio, and pay a fair share of the maintenance cost, in order to ensure that Dillon Road is improved and maintained as the CVC project and other cumulative projects that would take access from Dillon Road, are developed.

**Agency/Individual Responsible for Implementation:** Burrtec

**Timing:** TRANS-1: Prior to issuance of final grading and street improvement plans.

TRANS-2: Prior to occupancy of the relocated scalehouse.

TRANS-3: On-going during operation.

TRANS-4: Prior to occupancy of the relocated scalehouse.

TRANS-5: Within one year of certification of the EIR, the operator shall establish a mechanism providing a fair share for road maintenance as approved by the County of Riverside and the cities of Coachella and Indio.

**Monitoring:** Burrtec, RCDWR, City of Indio, City of Coachella



**UTILITY AND SERVICE SYSTEMS****Mitigation Measure:**

- USS-1 The operator shall coordinate with the LEA to identify additional acceptable alternative liquid supplies to supplement the use of potable water at the site.
- USS-2 Prior to the issuance of building permits for the on-site employee break facility, the project proponent shall submit a Land Use Application that includes an Onsite Wastewater Treatment System (OWTS) Report outlining the testing conducted at the site and the design of the system, for review and approval by the Riverside County Department of Environmental Health.
- USS-3 Prior to the issuance of building permits for the on-site employee break facility, the project proponent shall submit for review and approval a Report of Waste Discharge (ROWD) and an Engineering Report in support of the ROWD, detailing the proposed discharge of wastes and method of treatment and disposal for the proposed project to the Regional Water Quality Control Board, Colorado River Basin.
- USS-4 The CVC operator shall ensure proper maintenance of the drainage facilities such as periodically cleaning out debris that may be carried into the basin at the entrance to the facility to avoid runoff impacts to Landfill Road. Maintenance of the drainage facilities will be in accordance with the Best Management Practices set forth in the approved SWPPP.

**Agency/Individual Responsible for Implementation:** Burrtec

- Timing:** USS-1: Prior to development of the on-site employee break facility.  
USS-2: Prior to development of the on-site employee break facility.  
USS-3: During on-going operation of the CVC.

**Monitoring:** Burrtec, LEA, and RCDWR

## AMENDED AND RESTATED MASTER LEASE

This AMENDED AND RESTATED MASTER LEASE AGREEMENT ("MASTER LEASE") is entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources, as Lessor ("COUNTY") and Burrtec Waste Industries, Inc., a California corporation, as Lessee ("LESSEE") concerning the letting of real property described below upon the following terms and conditions set forth herein.

### RECITALS

WHEREAS, the County is the owner of certain real property located in an unincorporated area of Riverside County, with Assessor's Parcel Numbers 697-280-013, 697-280-014, and 697-280-015, whereby a portion of which contains the closed Coachella landfill; a portion contains a transfer station and a portion is subject of this MASTER LEASE; and

WHEREAS, the COUNTY and Agri Service, Inc, predecessor-in-interest to Burrtec Waste Industries, Inc, as LESSEE, entered into that certain MASTER LEASE dated December 1, 2009 ("Original Master Lease") whereby the LESSEE leased approximately 35.27 acres of COUNTY owned real property described below in Section 1 for the purposes provided therein the Original Master Lease; and

WHEREAS, on November 9, 2010, the County consented to the Assignment dated October 27, 2010 by Agri Service, Inc., as Assignor, to Burrtec Waste Industries, Inc., as Assignee, of this MASTER LEASE; and

WHEREAS, the compost facility addressed in this MASTER LEASE provides an integral public service by providing an outlet for organic material thereby assisting local jurisdictions with compliance with multiple State and local organic diversion mandates, goals and policies, including but not limited to Assembly Bill (AB) 939 California Integrated Waste Management Act, AB 341 Mandatory Commercial Recycling, and AB 32 Global Warming Solutions Act; and

WHEREAS, an Environmental Impact Report for the Solid Waste Facility Permit Revision for Coachella Valley Compost (SCH#2013081021) ("EIR") has been prepared to evaluate any potential significant impacts of the uses associated and subject to this MASTER LEASE in compliance with the California Environmental Quality Act; and

WHEREAS, COUNTY and LESSEE desire to amend and restate this MASTER LEASE to provide for revised operations at the Facility, among other things, to increase the acreage of real property leased and to provide for terms consistent with LESSEE's pursuit of a revision to its Solid Waste Facility Permit No. 33-AA-0292 to increase organic material processing, to introduce a construction and demolition processing operation, and to provide a cost-effective facility for the production of beneficial organic products.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

### AGREEMENT

**1. Description.** The premises leased hereby consisting of approximately 39.8 acres of land located in an unincorporated area of Riverside County, California at the closed Coachella Landfill property, which is also a part of the Riverside County Recycling Market Development Zone, referred to herein as the "Premises", as more particularly described on Exhibit A (and drawn on Exhibit A-1) attached hereto and by this reference made a part of this MASTER LEASE.

2. Use.

(a) The Premises are leased hereby for the exclusive purpose of providing the financing, permitting, design, construction and operation of a compost, wood chip, and Construction/Demolition (C&D) facility (The "Facility") consistent with activities permitted under the LESSEE's Solid Waste Facility Permit and this MASTER LEASE. The Facility to be constructed on the Premises is described on Exhibit B (and drawn on Exhibit B-1), attached hereto and by this reference made a part of this MASTER LEASE. The LESSEE shall be subject to and comply with the following conditions:

(1) LESSEE shall incorporate and comply with all applicable Best Management Practices (BMPs) as provided in Attachment A, attached hereto and by this reference, for operation of the Facility. The terms and conditions of the MASTER LEASE shall govern over the standards provided in the BMPs in the event that the BMPs may conflict with or if the BMPs are less stringent than the terms and conditions of the MASTER LEASE.

(2) LESSEE shall incorporate and implement any compliance or mitigation measures identified in the EIR for use of the Premises and construction and operation of the Facility.

(3) Associated with any new constructions or prior to issuance of any building or grading permit, LESSEE shall be subject to comply with and satisfy any current County of Riverside impact fee ordinances for the area in which the Premises is located.

(b) LESSEE will operate the fee booth, provide and maintain, up to, two seventy foot electronically operated scales and set prices for all services. At no time shall a hauler from the unincorporated portion of Riverside County be charged a higher rate than any like customer for comparable services.

(c) The Facility may be open to the public for receipt of green, wood, and C&D waste and other approved feedstocks in accordance with the Solid Waste Facility Permit (SWFP), seven (7) days per week. At a minimum, the Facility shall be open for public use between the hours of 6:30 a.m. and 4:30 p.m. Monday through Friday and between the hours of 7:00 a.m. and 3:00 p.m. on Saturday. Station personnel may staff the Facility as needed seven (7) days a week for efficient station operations, it being stipulated that the Facility will typically not accept green, wood, and C&D waste except during daylight hours.

(d) Green, Wood, and C&D waste and other approved feedstocks (Food and Grease Trap Waste - See Exhibit B) from sources within Riverside County and its cities shall be given first priority to use this composting facility over other sources; so long as the green, wood, and C&D waste and other approved feedstocks meet quality standards required for the Facility. Access to the use of this facility by Riverside County and its Cities shall be confirmed monthly by the applicant's submittal of the tonnage tracking information described in Section 2 (e). Non-county material shall not exceed 25% of the daily permitted tonnage. Non-county material includes all feedstock (green waste, food waste, woody waste, digestate, etc.) or amendments generated or collected outside of the geographic boundaries of Riverside County including both incorporated and unincorporated territory. Any out-of-county material received at the facility shall only be used in composting operations, and shall achieve full pathogen reduction. No other processing methods (chip & grind, mulch, soil amendments, etc.) are permitted for out-of-county material. COUNTY reserves the ability to apply a fee, at some future date, on out-of-County material received at the facility on a per-ton basis in the event COUNTY implements a similar fee structure or fee program on out-of-County material, on a County-wide basis, by ordinance, resolution, policy, or individual agreement throughout the County.

(e) LESSEE shall operate a tonnage tracking system that will determine on a daily basis the amount and origin of generation for the feedstocks delivered to the Facility. The tonnage

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tracking system shall be fully compatible with the COUNTY'S current system. LESSEE shall provide COUNTY with monthly reports broken down by origin of generation and material type for the feedstocks delivered to the Facility within fifteen (15) days of the end of the calendar month, and a year-end report that displays all data broken down by month along with a year total for the calendar year. The format of said reports shall be approved by the COUNTY.

(f) LESSEE agrees to provide COUNTY with the "overs" that result from its composting process and palm mulch which generally meet the specifications attached in Exhibit C, attached hereto and by this reference made a part of this MASTER LEASE, free of charge for use as erosion control on the slopes of the closed Coachella Landfill if the use of such "overs" and palm mulch is approved by the appropriate regulating agencies and the County elects to use them. If approved, LESSEE'S provision of the "overs" and palm mulch shall include delivery to the top of the designated slopes. COUNTY shall place the "overs" and palm mulch on the slopes once it is delivered by LESSEE. If the COUNTY and LESSEE agree, LESSEE may spread the overs/palm mulch material on the slopes free of charge. COUNTY and LESSEE agree to coordinate this activity with one another. If COUNTY does not have an outstanding request for "overs" with LESSEE, LESSEE is free to locate other uses for them.

(g) **Loadcheck.** LESSEE shall not accept any hazardous waste. Proper procedures shall be developed and implemented to identify and address any hazardous waste brought to the Facility. LESSEE shall transfer and legally dispose any hazardous waste received and generated at this Facility and identified through its load check program with no charge to COUNTY. The LESSEE is responsible for providing staff at the scale house and tipping floor for load checking, and shall be receptive to periodic unannounced Facility inspections by COUNTY personnel to confirm compliance.

(h) LESSEE shall include a penalty charge at the gate for delivery of uncovered loads, which charge shall equal the comparable charges at COUNTY landfills.

(i) LESSEE has installed a liner beneath Phase I of the Facility where application of water on a frequent basis is required to promote active composting. Areas in Phase I Facility where storage of compost material does not require the application of water, and access roadways where water is only applied for dust control are not required to be lined. LESSEE shall develop Phase II of the Facility such that all composting activities are within one or more distinct compost management unit(s) and are in accordance with all applicable local, regional, state, and federal laws and regulations.

(j) LESSEE shall maintain and suppress dust on access roads and the Facility at levels which meets all regulatory requirements, including compliance with Riverside County Ordinance No. 742, and which is compatible with the surrounding land uses.

(k) If during the term of this MASTER LEASE, LESSEE elects to bring utilities to the working windrow area of the Facility (See Exhibit A-1); LESSEE and COUNTY agree to cooperate with one another regarding this activity according to the provisions of this MASTER LEASE.

(l) LESSEE will be responsible for staffing the entire Facility, maintaining the spare parts inventory, supplying consumables, providing mobile operations equipment, attracting green and wood waste tonnage to the Facility, transferring residue, and providing all other accommodations. Furthermore, with the exception of COUNTY reviews for contract compliance, the LESSEE shall secure, pay for and maintain all certificates, permits, government fees, licenses, and Local Enforcement Agency charges and any other inspections necessary for the operation of the Facility. The LESSEE will be responsible for all costs associated with the operations including but not limited to accounting, purchasing, payroll, personnel, and material marketing functions and general and administrative overhead costs. In addition, the LESSEE will be responsible for all costs of electricity,

water, and other utilities required for operations. The LESSEE will also pay for all taxes relating to use of the leased Premises and Lessee's Facility.

**(m)** The applicable zoning, building and development regulations of any city, county, state or federal jurisdiction affecting the land shall be complied with except as described in Section 14(b) of this MASTER LEASE.

COUNTY hereby warrants that the uses contemplated by this MASTER LEASE are currently in compliance with all environmental clearance requirements, zoning and land use regulations applicable to the Site as of the commencement of the MASTER LEASE.

**(n)** LESSEE may identify within the Premises an area that may be suitable for a sort line for residential green waste processing. The sort line is intended to remove contaminants from the incoming residential green waste prior to composting. Approximately 5,000 square feet is available for dumping and staging incoming green waste. At an average of eight (8) feet in height, this area will provide staging for approximately 350 to 400 tons of incoming permitted material. Upon receipt, the green waste is inspected for unacceptable materials (such as hazardous wastes) and smaller sized materials (< 2") are removed through the use of a trommel screen. The remaining materials pass onto a conveyor belt where laborers remove any remaining contaminants (e.g. municipal solid waste and various recyclables). Monthly records shall be maintained of all residual wastes/recyclables transferred from the facility and provided to the Local Enforcement Agency and Riverside County Department of Waste Resources as part of the standardized reporting program.

**(o)** LESSEE may utilize the unlined lease area immediately east of the active compost pad for the storage of finished compost products. The area is approximately 100 feet wide (east/west) and 700 feet long (north/south) or approximately 1.6 acres. Average pile height will be approximately 12 feet. Finished products may be further screened in this area. Processing equipment, such as trommel screens and grinders that may not be in operation, may also be stored in this area. If temporarily staged in this area, all equipment either parked or undergoing emergency repairs will be provided with spill containment such as drip pans to contain any leaks. Other than emergency repairs, no equipment maintenance work will be allowed in this area. Active composting can occur in this area subject to LESSEE compliance with any Water Board requirements.

**(p)** LESSEE may install and monitor groundwater wells, at its sole expense, as part of Phase II in order to comply with Water Board requirements. Any proposed well locations and designs shall be approved by the COUNTY prior to installation.

**(q)** At no time shall LESSEE utilize grease ponds or similar arrangements on the Premises for the processing of grease waste. At no time shall grease trap liquids be stored onsite in tanks or ponds. All grease trap liquids will be delivered to the facility in sealed tank trucks and applied immediately to active windrows that have not achieved pathogen reduction levels. Once grease trap liquids have been applied to a windrow, the windrow will be turned immediately to incorporate the liquid into the windrow feedstock. Grease trap liquids will not be applied to windrows in a manner that results in ponding around the windrow. Within 48 hours of receiving an odor complaint, LESSEE shall notify COUNTY in writing regarding the potential source and actions taken in compliance with the BMPs provided in Attachment A. In the event of any one of the following, at the sole written discretion of COUNTY, LESSEE shall both immediately cease deliveries and application of grease trap liquids and manures, and cover food waste with ground greenwaste, or unscreened or screened compost immediately upon receipt and incorporate the material into an active pile within eight (8) hours, unless and until COUNTY provides written approval to resume normal deliveries, application, and processing:

(1) Upon receipt of any "Notice of Violation" issued by the Environmental Health Department relating to odors;

(2) Upon receipt of two "Areas of Concern" in consecutive inspections issued by the Environmental Health Department relating to odors;

(3) Failure to comply with grease trap liquid handling procedures identified in Section 2(q), as determined by COUNTY or the Environmental Health Department.

(r) If more than six discrete off-site odor complaints (as confirmed by the LEA at the off-site location) are received in any 30-day period, then LESSEE shall, in coordination with COUNTY, conduct sufficient air sampling from discrete locations at the facility property-line (or other appropriate locations) by a qualified and independent consultant in order to (1) verify the source(s) of odor and (2) provide specific chemical analytical results to assist in identifying the cause of the odor. The facility operator shall fund the cost of all sampling activities. It is anticipated that the odor sampling will include hydrogen sulfide (H<sub>2</sub>S), ammonia (NH<sub>3</sub>), amines, and carboxylic acids. Additional odor compounds may be identified once samples are collected and appropriate speciation occurs. After each sampling, LESSEE will prepare a written report (1) specifying the results of the sampling (2) documenting the source of the odor, and (3) proposing to implement mitigation measures which may include, but are not limited to, the installation of wind barriers (such as contiguous tall vegetation), misting systems, mandatory decrease in waste processing, application of chemical stabilizers, or removal of the odiferous material offsite for disposal in accordance with all applicable local, State, and Federal laws, ordinances, and regulations. All such written reports shall be available for public review, accessible at the Department of Waste Resources headquarters. If any of the aforementioned mitigation measures are proven to be ineffective in addressing ongoing odor concerns, then the malodorous material must be processed using an alternative method such as aerated static pile, negative pressure, or enclosed within a building specifically designed to limit exfiltration of malodorous compounds, as solely determined by COUNTY.

(s) Should the LESSEE contemplate, or consider, a future increase in the amount of daily composted tonnage from the current 450 tpd, appropriate analysis would be conducted at that time and the County would provide a courtesy notification to the Cities of Indio and Coachella.

### 3. Title.

(a) A Preliminary Title Report (Policy and Preliminary Title Report 92035781) was prepared for the Premises, issued by Chicago Title Company (the "Title Company"). LESSEE's leasehold interest in the Land shall continue be insured, at LESSEE'S sole cost, by a CLTA Policy of Leasehold Title insurance (the "Policy"). The Policy of title insurance provided for pursuant to this Section shall insure LESSEE's interest in the Land free and clear of all liens, encumbrances, restrictions, and rights of way of record; subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

(1) The applicable zoning, building and development regulations of any city, county, state or federal jurisdiction affecting the land; and

(2) Exceptions to coverage: The printed exceptions and exclusions contained in the Policy and Preliminary Title Report 92035781 – K26 dated November 18, 1999.

(b) LESSEE shall have the option of purchasing an ALTA Extended coverage Policy of Leasehold Title Insurance. If LESSEE elects to purchase an ALTA Policy, LESSEE shall notify COUNTY of such fact within 5 days after the date hereof and shall cause a licensed surveyor or civil engineer to conduct a survey of the Land, to prepare from the survey a legal description satisfactory to the Title Company, and to prepare a plot plan showing the location of any streets, easement, and rights of way over or in favor of the Land, and shall then promptly obtain the initials of the parties on such survey within 30 days after receipt of the Preliminary Title Report. LESSEE shall use the survey for approving or disapproving the Preliminary Title Report and the Policy of title insurance; and

(c) The cost of LESSEE's Policy of title insurance equal to a CLTA Standard Coverage Policy shall be paid by LESSEE. The additional cost for the ALTA Extended Coverage Policy, and the cost of any survey ordered by LESSEE, if any, shall be paid by LESSEE.

4. **Term.** The Term of this MASTER LEASE shall commence on the date it is fully executed by LESSEE and the COUNTY'S Board of Supervisors ("the Commencement Date"), and shall expire and terminate at 12:00 midnight on the 15th year after the Commencement Date, unless sooner terminated as provided for herein. Upon completion of the 15 year term, this MASTER LEASE may be extended for a period of ten (10) years, upon mutual agreement of COUNTY and LESSEE. LESSEE shall submit in writing a request to extend no later than six (6) months prior to the date the MASTER LEASE shall expire.

#### 5. **Lease Payment.**

(a) **Base Rent.** LESSEE shall pay the sum equal to 5% of the total gross tip fees for incoming feedstock material per month to COUNTY as payment for the Premises for the use described in Section 2 hereof, payable, in arrears twenty (20) days after the end of each calendar month, (the "Base Rent"). The 5% of the gross tip fees do not include pass through tip fees dedicated to mitigation fees.

(b) **Additional Rent.** LESSEE covenants and agrees that if it shall at any time fail, within the time limit in Section 5, below, after any notice of any default has been given thereunder, (except in the case of maintaining the insurance policies provided in Section 17 for which such time limitation shall not apply for purposes of this Section), to pay any obligations due in this Lease, then all sums so paid by COUNTY and all necessary incidental costs and expenses paid or incurred by COUNTY in connection with the performance of any such act by COUNTY, together with interest thereon at the rate of ten percent (10%) per annum from the date of making of such expenditure by COUNTY, shall be payable to COUNTY on demand or, at the option of COUNTY, may be added to any base rent then due or thereafter becoming due under this Lease, and LESSEE covenants to pay any such sum or sums payable by LESSEE for impositions pursuant to Section 5(b), insurance premiums pursuant to Section 17 and all other charges and expenses of whatsoever nature which LESSEE assumes or agrees to pay pursuant to this Lease, shall be deemed additional rent under this Lease and payable as provided in this Lease, and COUNTY shall have (in addition to any other right or remedy of COUNTY) the same rights and remedies in the event of the non-payment of any such sums by LESSEE as in the case of default by LESSEE in the payment of basic rent.

#### 6. **Taxes/Assessments.**

(a) **Covenant to Pay Taxes.** LESSEE shall pay, before delinquency, directly to the appropriate taxing authorities all taxes ("Taxes") levied or assessed upon or against the Premises during the Term and all property taxes levied on personal property located on the Premises. All taxes shall be paid at least 15 days prior to their due date. LESSEE shall furnish to COUNTY at least 10 days prior to the date when any Taxes would become delinquent receipts or other appropriate evidence establishing their payment and before any fine, interest or penalty shall become

due or be imposed by operation of law for their non-payment, and LESSEE shall promptly furnish to COUNTY satisfactory evidence establishing such payment. LESSEE may comply with this requirement by retaining a tax service to notify COUNTY whether the taxes have been paid.

**(b) Definition of Taxes.** The term "Taxes" shall include all real property taxes (including increases in real property taxes caused by reappraisals that are the result of changes in the ownership of COUNTY's interest), possessory interest taxes, personal property taxes, charges and assessments, (including street improvement liens) which are levied, assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the Term hereof with respect to the Premises and the Land and any improvements, fixtures, and equipment and all other property of LESSEE or COUNTY, real or personal, or used in connection with the operation of the Premises and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes, and any license fees, tax measured by or imposed upon rents, or other tax or charge upon COUNTY's leasing of the land or the receipt of rent hereunder. All assessments, taxes, fees, levies and charges imposed by governmental agencies for services such as fire protection, street, sidewalk and road maintenance, refuse removal and other public services generally provided without charge to owners or occupants prior to the adoption of Proposition 13 by the voters of the State of California in the June 1978 election, also shall be deemed included within the definition of "taxes" for the purposes of this MASTER LEASE.

## 7. Improvements.

**(a)** Proposed plans and specifications for all improvements, alterations or installation of fixtures by LESSEE shall first be submitted to COUNTY in writing in order to obtain its written consent to proceed. Requests for approval will be granted or denied within twenty-one (21) days, and will not be unreasonably denied or delayed. Any denial shall be in writing and shall be accompanied by detailed reasons for the denial.

**(b)** Once the plans and specifications are approved by COUNTY, LESSEE shall with reasonable diligence prosecute to completion all construction of the improvements. LESSEE shall have the responsibility for supplying all technical information and preparing all permits relevant to the project that are required by federal, state, and local regulatory agencies.

**(c)** All work shall be performed in a good and workmanlike manner, shall substantially comply with the plans and specifications submitted to COUNTY and shall comply with all applicable governmental permits, laws, ordinances and regulations. The parties acknowledge that it is common practice in the construction industry to make minor changes during the course of construction without substantially altering the plans and specifications previously approved by COUNTY; on completion of the work, LESSEE shall give COUNTY notice of all changes in plans and specifications made during the course of the work and shall, at the same time, supply COUNTY with "as built" drawings accurately reflecting all such changes.

**(d) Ownership of Improvements.** The improvements on the Premises shall be owned by LESSEE until the expiration or sooner termination of the Term. LESSEE shall not, however, remove any improvements from the Premises or waste, destroy or modify any improvements on the Premises, except as permitted by this MASTER LEASE or in the normal course of business for repair, modification for enhanced operation, or replacement as further provided in paragraph 7(a). The parties covenant and agree for themselves and all persons claiming under them that the improvements are real property. Upon expiration or sooner termination of the Term of this MASTER LEASE, all permanent improvements on the Premises shown on Exhibit E, attached hereto and by this reference made a part of this MASTER LEASE, but exclusive of unattached furnishings, rolling stock and other detachable processing and handling equipment shall, with compensation to LESSEE amounting to payment of \$1.00 as permitted in this MASTER LEASE, thereupon become COUNTY's property free and clear of all claims and encumbrances to or against



them by LESSEE or any third person, and LESSEE shall defend and indemnify COUNTY against all liability and loss arising from any competing claims of ownership. COUNTY reserves the right to negotiate or seek proposals for the continued operation of the facility at that time.

(e) Notwithstanding the foregoing language, in the event that this MASTER LEASE is terminated prior to the natural expiration of its term as a result of a breach of the COUNTY, then in addition to any other damages which LESSEE may be entitled to receive from the COUNTY, COUNTY shall be obligated to purchase all fixed improvements on the Premises at a price equal to LESSEE's then unamortized book value of such improvements including, without limitation, unamortized financing costs or any bank costs incurred as a result of the early termination.

(f) In the event that this MASTER LEASE is terminated prior to the natural expiration of its term as a result of a material breach of the LESSEE, then in addition to any other damages which COUNTY may be entitled to receive from the LESSEE, LESSEE shall be obligated to pay in full the outstanding balance, if any, for all fixed improvements on the Premises, and the ownership of the improvements shall be immediately transferred to COUNTY per this Section 7(d) herein.

**8. Signs.** LESSEE shall not erect, maintain or display any signs upon the Premises without first obtaining the written approval of COUNTY, which approval shall not be unreasonably withheld. Signs shall comply with Riverside County Ordinance No. 348 and California State Solid Waste Permit requirements.

**9. Custodial and Maintenance Responsibilities.**

(a) **Physical Condition of the Land.** To the best of COUNTY's knowledge, without having made any independent investigation or study, the Premises on which compost activities are planned are not contaminated by any hazardous or toxic materials. COUNTY makes no covenants or warranties respecting the condition of the soil or subsoil or any other physical or environmental condition of the land. LESSEE has performed soils tests of the land and hereby approves the condition of the soils for the construction and use of the Facility on the Premises. COUNTY has heretofore recommended to LESSEE that prior to commencement of the Term that LESSEE conduct an environmental site assessment on the land, to determine the suitability of the Land for construction of the Project.

(1) Within six months of the "commencement date" and if requested by County, every five years thereafter, LESSEE shall employ and pay for an independent consultant approved by COUNTY in writing, to conduct an environmental site assessment of the land to determine the condition of the land and the soils with respect to the presence of any hazardous or toxic materials introduced by the Facility or as a result of its operations.

(2) All findings and backup material for each of the environmental site assessments conducted shall be provided to COUNTY for review by the end of the designated year of completion. COUNTY shall notify LESSEE of any cleanup and/or remediation action required to be taken as a result of the assessment findings within six (6) months of receipt of the independent site assessment report provided that LESSEE shall have no responsibility for any cleanup and/or remediation arising out of any condition of the Premises in existence as of the time of this MASTER LEASE and LESSEE has not caused or contributed to the cause of such a condition. For this limited purpose, the parties may rely on the soils tests and reports in existence prior to the original execution date of this MASTER LEASE.

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

(c) LESSEE shall promptly and diligently repair, paint, restore, and replace as required to maintain, or to remedy all damage to or destruction of all or any part of the improvements. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality and use to the condition of the improvements before the event giving rise to the work, except as expressly provided to the contrary in this MASTER LEASE. At the end of operations under the MASTER LEASE, LESSEE shall also clean up all green and wood waste and all compost/mulch in various stages of processing from the Facility, while leaving all permanent improvements in place. COUNTY shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. COUNTY's election to perform any obligation of LESSEE under this provision or LESSEE's failure or refusal to do so shall not constitute a waiver of any right or remedy for LESSEE's default, and LESSEE shall promptly reimburse, defend and indemnify COUNTY against all liability, loss, cost and expense arising from such election.

(d) In determining whether LESSEE has acted promptly as required under the foregoing section, one of the criteria to be considered is the availability of any applicable insurance proceeds.

(e) LESSEE waives the provisions of California Civil Code Sections 1941 and 1942 with respect to COUNTY's obligations for leasability of the Premises and LESSEE's right to make repairs and deduct the expenses of such repairs from MASTER LEASE payments. LESSEE also waives the right to deduct the expenses from the required disposal fees due COUNTY.

(f) LESSEE, or its contract operator, shall provide a maintenance assurance, clean up/restoration bond, or other acceptable assurance, approved by COUNTY'S counsel in the amount of \$2,000,000 which sum shall be available to COUNTY to provide maintenance assurance, clean up or environmental remediation to the leased or adjoining parcels in the event LESSEE activities cause environmental damage, or necessitate COUNTY assistance with environmental remediation or clean-up of leased or adjoining parcels. This bond amount shall be maintained throughout the MASTER LEASE Term and shall be adjusted every five years. The maximum increase allowable at any time of adjustment will be equal to the percent change in the Consumer Price Index (CPI). Said computation shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles/Anaheim/Riverside Metropolitan Area, "(1982 - 84 = 100)", as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the sixty (60) month period beginning when the Term starts and ending sixty (60) months later. The first increase may be effective on the first July 1 date after the sixty month period, based upon changes in the Consumer Price Index formula for the five year period.

**10. Damage or Destruction.** No loss or damage to the Premises shall operate to terminate this MASTER LEASE or to relieve or discharge LESSEE from the payments of rent or from the performance of any of the terms and conditions of this MASTER LEASE.

(a) **Lease to govern LESSEE's Rights.** If insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, replacement or rebuilding, LESSEE covenants to pay the deficiency. LESSEE waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises, and agrees that LESSEE's rights in case of destruction shall be governed solely by the provisions of this MASTER LEASE.

(b) **Restoration by LESSEE.** LESSEE shall promptly and diligently repair, paint, restore and replace as required to maintain the Premises in first class condition and repair, or to remedy all damage to or destruction of all or any part of the improvements from any cause whatsoever required to be insured against pursuant to this MASTER LEASE. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvements before the event giving rise to the work, except as expressly

provided to the contrary in this MASTER LEASE. COUNTY shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. COUNTY's election to perform any obligation of LESSEE under this provision or LESSEE's failure or refusal to do so shall not constitute a waiver of any right or remedy for LESSEE's default, and LESSEE shall promptly reimburse, defend and indemnify COUNTY against all liability, loss, cost and expense arising from it. Any casualty or destruction shall not terminate this MASTER LEASE. In reconstructing the improvements, LESSEE shall comply with (a) the Conditions of Major Construction set forth in Exhibit D, attached hereto and by this reference made a part of this MASTER LEASE, and (b) the provisions of Section 7.

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

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

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

**14. Compliance with Government Regulations.**

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

**15. Default.**

(a) **LESSEE's Default.** The occurrence of any of the following shall constitute a default by LESSEE:

(1) Failure to pay rent, taxes as described above or any other payment required to be made by LESSEE hereunder as and when due.

(2) Failure to maintain or restore the Premises as required by this MASTER LEASE.

(3) Abandonment or surrender of the Premises or the leasehold estate by LESSEE.

(4) Failure to perform any other covenant or Provision of this MASTER LEASE, if the failure to perform is not cured within 30 days after written notice. If the failure to perform cannot reasonably be cured within 30 days, LESSEE shall not be in default of this MASTER LEASE if LESSEE commences to cure the failure to perform within the 30 day period and thereafter diligently and in good faith prosecutes the cure to completion, and such default is cured within a total of 90 days from the date of the notice.

(5) The subjection of any right or interest in and to the Premises to attachment,

execution, or other levy, or to seizure under legal process, if not released within 45 days after notice from COUNTY to LESSEE.

(6) An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law for the purpose of adjudicating LESSEE a bankrupt, or for extending time for payment, adjustment, or satisfaction of LESSEE's liabilities hereunder, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 45 days after the assignment, filing, or other initial event.

(7) The appointment of a receiver, unless such receivership is terminated within 45 days after the appointment of the receiver, to take possession of LESSEE's interest in the Premises or of LESSEE's interest in the leasehold estate or of LESSEE's operations on the Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (a) pursuant to the first leasehold encumbrance, or (b) instituted by COUNTY, the event of default being not the appointment of a receiver at COUNTY's instance but the event justifying the receivership.

**(b) Remedies.**

(1) **Cumulative Nature of Remedies.** If any default by LESSEE shall continue uncured, following written notice thereof to LESSEE from COUNTY as required by this MASTER LEASE, for the period, if any, applicable to the default under the applicable provision of this MASTER LEASE, COUNTY shall have the remedies described in this subsection (b) in addition to all other rights and remedies provided by law or equity, to which COUNTY may resort cumulatively or in the alternative.

(2) **Termination.** COUNTY may at COUNTY's election following determination of default terminate this MASTER LEASE by giving LESSEE notice of termination. In the event COUNTY terminates this MASTER LEASE, COUNTY may recover possession of the Premises (which LESSEE shall surrender and vacate upon demand) and remove all persons and unattached property therefrom, and COUNTY shall be entitled to recover any other additional remedies COUNTY may have at law or in equity and LESSEE shall promptly cooperate with COUNTY, performing any necessary administrative acts to transfer the CalRecycle operating permit, and any other operations related permits, to COUNTY.

(3) **Continuation of the Lease.** Even though LESSEE has breached this MASTER LEASE and abandoned the Premises, at COUNTY's option this MASTER LEASE shall continue in effect for so long as COUNTY does not terminate LESSEE's right to possession, and COUNTY may enforce all of its rights and remedies hereunder, including the right to recover rent as it comes due under this MASTER LEASE, and in such event COUNTY will permit LESSEE to sublet the Premises or to assign its interest in the MASTER LEASE, or both, with the consent of COUNTY, which consent will not unreasonably be withheld provided the proposed assignee or sublessee is satisfactory to COUNTY as to credit and experience and ability to perform the obligations of LESSEE, and will occupy the Premises for the same purposes specified herein. For purposes of this subsection, the following shall not constitute a termination of LESSEE's right to possession: (i) acts of maintenance or preservation or efforts to relet the Premises; or (ii) the appointment of a receiver under the initiative of COUNTY to protect COUNTY's interest under this MASTER LEASE.

(4) **Use of LESSEE's Personal Property.** COUNTY may for a period not more than one year at COUNTY's election use LESSEE's personal property located on, about or

appurtenant to the Premises or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of LESSEE. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

**(5) Assignment of Subrents.** LESSEE assigns to COUNTY all subrents and other sums falling due from sublessee, licensees, and concessionaires (herein called sublessee) during any period in which LESSEE is in default, and LESSEE shall not have any right to such sums during that period. This assignment is subject and subordinate to any and all assignments of the same subrents and other sums to the lender under the first leasehold encumbrance. COUNTY may, at COUNTY's election, reenter the Premises with or without process of law, without terminating this MASTER LEASE and either or both collect these sums or bring action for the recovery of the sums directly from such obligors. COUNTY shall receive and collect all subrents and proceeds from reletting, applying them: first, to the payment of reasonable expenses (including attorneys' fees or brokers' commissions or both) paid or incurred by or on behalf of COUNTY in recovering possession, placing the Premises in good condition, and preparing or altering the Premises for reletting; second, to the reasonable expense of securing new sublessee; third, to the fulfillment of LESSEE's covenants to the end of the Term; and fourth, to COUNTY's uses and purposes. LESSEE shall nevertheless pay to COUNTY on the due dates specified in this MASTER LEASE the equivalent of all sums required of LESSEE under this MASTER LEASE, plus COUNTY's expenses, less the proceeds of the sums assigned and actually collected under this provision.

**(c) Lender's Right to Cure Defaults.**

**(1) Notice of Default.** Concurrently with giving notice of default to LESSEE under Section 15(b)(1), above, COUNTY shall deliver (in accordance with the provisions of Section 18) a copy of such notice of default to the lender under the first leasehold encumbrance at its address as furnished to COUNTY in accordance with Section 18.

**(2) Lender's Right to Cure.** During the continuance in effect of a first leasehold encumbrance, COUNTY will not terminate this MASTER LEASE because of any default on the part of LESSEE provided that the lender, within ninety (90) days after COUNTY has sent a written notice pursuant to Section 15(b)(1):

**(i)** Cures such default, if such default can be cured by the payment of money, or, if the default is not so curable, commences or causes the trustee under the encumbrance to commence, and thereafter diligently pursue to completion proceedings to foreclose the encumbrance; and

**(ii)** Keeps and performs all of the covenants and conditions of this MASTER LEASE requiring the payment or expenditure of money by LESSEE until such time as LESSEE's leasehold interest is sold upon foreclosure pursuant to the encumbrance, or transferred by an assignment in lieu of foreclosure.

**(3) Transfer by Lender.** Notwithstanding the provisions of Section 18(a) hereof restricting assignment of this MASTER LEASE, this MASTER LEASE may be assigned to the lender by judicial or non-judicial foreclosure or by assignment in lieu of foreclosure (without, however, releasing LESSEE from any of its obligations hereunder) without further consent of COUNTY or any assumption agreement by the lender, the liability of the lender being limited to the period of its possession or ownership of this MASTER LEASE. No other or further assignment shall be made except in accordance with the provisions of Section 18(a) of this MASTER LEASE.

**(d) COUNTY's Default.** COUNTY shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed

to perform such obligation within 60 days after written notice by LESSEE to COUNTY specifying wherein COUNTY has failed to perform such obligation; provided, however, that if the nature of COUNTY's obligation is such that more than 60 days are required for its performance, then COUNTY shall not be deemed to be in default if it shall commence such performance within such 60 day period and thereafter diligently and in good faith prosecute the cure to completion.

**16. Professional Conduct.** LESSEE shall not use or allow the Improvements or any part thereof, or the Premises, to be used or occupied for any unlawful purpose.

(a) In the event any official or employee for LESSEE or its successor-in-interest or any environmental or design professional hired by LESSEE or its successor-in-interest, is indicted by a grand jury, named as a defendant in a felony complaint filed in any court in the United States, or is otherwise alleged to have participated in any criminal activity directly or indirectly associated with the solid waste management and/or the green and wood waste processing business, activities or operations of LESSEE or its successor-in-interest, LESSEE or its successor-in-interest shall provide notice thereof to the COUNTY within 7 days of such indictment, complaint or allegation. Such notice shall contain a description of the indictment, complaint or allegation, as well as a copy of such indictment or complaint or other matters of public record related thereto. In addition to the foregoing, LESSEE or its successor-in-interest shall provide the COUNTY with copies of any reports required to be prepared by LESSEE or its successor-in-interest pursuant to federal securities laws, including quarterly and annual reports.

(b) In the event any employee for LESSEE or official of the operations contractor or their successor-in-interests or any environmental or design professional hired by LESSEE or the operations contractor or their successor-in-interests, who has direct responsibility for any phase of the development or operations at the compost and wood chip facility, including but not by way of limitation, any similar personnel for LESSEE or an operations contractor or their successor-in-interests having a responsibility for transferring or delivering green and/or wood waste to the facility or market, is convicted, indicted by a Grand Jury, or named as a defendant in a felony complaint filed in the Superior Court or a complaint filed in Federal Court associated with conduct of doing business for LESSEE or an operations contractor or their successor-in-interests, this person shall upon written request from the COUNTY be immediately removed from any assignment whatsoever, directly associated with the development or operation of the compost and wood chip facility during the pendency of trial and/or following conviction.

(c) In the event any employee of LESSEE or director or official of an operations contractor is ever convicted of a felony associated with the solid waste management and/or the green and wood waste processing business, said employee, director or official will be immediately terminated from such position.

## **17. Insurance**

(a) **Insurance.** Without limiting or diminishing the LESSEE'S obligation to indemnify or hold the COUNTY harmless, LESSEE shall procure and maintain or cause to be maintained, at its sole cost and expense and keep in full force and effect from the Commencement Date of this MASTER LEASE continuing until the end of the Term of the MASTER LEASE the following insurance provisions. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds:

(1) **Workers' Compensation Insurance.** Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California. Such insurance shall provide for Employers Liability including Occupational Disease with limits not less than \$1,000,000

per occurrence. Policy shall be endorsed to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement or Additional Insured Endorsement naming COUNTY and its Directors, Officers, Board of Supervisors, employees, agents or representatives as additional insureds. Policy shall provide a Waiver of Subrogation on behalf of COUNTY.

(2) **General Liability.** LESSEE shall procure at its sole cost and expense, and keep in effect from the Commencement Date of this MASTER LEASE and at all times until the end of the Term Commercial General Liability insurance coverage that shall protect LESSEE from claims including but not limited to damages for Premises liability, contractual liability, products/completed operations, personal and advertising injury (broad form) and Fire Legal Liability in an amount not less than \$50,000 which may arise from or out of LESSEE'S operation use and management of the Premises or the performance of its obligations hereunder, whether such operations, use or performance be by LESSEE, by any sublessee, contractor, subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name COUNTY and its Directors, Officers, Board of Supervisors, employees, agents or representatives as additional insureds with respect to this MASTER LEASE and the obligations hereunder with limits not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MASTER LEASE or be no less than two (2) times the occurrence limit. All such policies shall be endorsed to add COUNTY and its members, officers, employees and agents as additional insureds, and to provide that such coverage shall be primary and that any insurance maintained by COUNTY shall be excess insurance only. This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company. Such coverage shall be endorsed to waive the insurer's rights of subrogation against COUNTY.

(3) **Automobile Liability.** LESSEE shall maintain auto liability insurance for all owned, non-owned or hired automobiles or licensed equipment in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name COUNTY and its Directors, Officers, Board of Supervisors, employees, agents or representatives as additional insureds and provide a Waiver of Subrogation in favor of COUNTY.

(4) **Property Insurance.**

(i) LESSEE shall obtain and keep in force during the Term of this MASTER LEASE a policy of insurance covering loss or damage to the Premises, and all personal property of LESSEE, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, builder's risk, vandalism, and malicious mischief. LESSEE shall, in addition, obtain and keep in force during the Term of this MASTER LEASE a policy of rental value insurance covering a period of one year, with loss payable to COUNTY. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$10,000 per occurrence, and LESSEE shall be liable for such deductible amount.

(ii) In addition to the foregoing, LESSEE shall insure its furniture, fixtures, and equipment in their full replacement value.

(iii) Not less often than every five (5) years during the Term of this MASTER LEASE, LESSEE and COUNTY shall agree in writing on the full replacement cost of the Premises and all improvements thereon. If, in the opinion of COUNTY, the amount or type of property damage insurance coverage, or another amount or type of insurance at that time is not adequate or not provided for herein, LESSEE, shall either acquire or increase the insurance coverage as reasonably required by COUNTY.

**(5) Environmental Impairment Liability.** Procure and maintain a policy of insurance to cover sudden and accidental and gradual release, arising out of the performance of this MASTER LEASE, of any and all pollutants both on and off the Premises. Policy shall provide coverage for bodily injury and property damage and clean up in an amount not less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) aggregate which shall be excess the deductible or Self Insured Retention. Policy shall name COUNTY as an additional insured and provide a waiver of subrogation in favor of COUNTY. Any policy and its certificate provided for the insurance required by this paragraph shall require an extended reporting period of one year with a minimum ninety (90) days' notice of cancellation.

**(b) General Insurance Provisions – All lines:**

**(1)** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by COUNTY Risk Management Division, and such carrier (s) shall have an A.M.BEST rating of no less than an A: VIII (8) unless such requirements are waived, in writing by the County Risk Management. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have the prior consent, in writing, from COUNTY Risk Management Division and, at the election of COUNTY, such carriers shall be notified in writing and shall either: **(i)** reduce or eliminate such deductibles or self-insured retentions relating to COUNTY and its officers, employees or agents or **(ii)** procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from COUNTY within ten (10) days of the acceptance of agreement then such deductibles or self-insured retentions shall be deemed acceptable.

**(2)** LESSEE shall cause its insurance carrier (s) to furnish COUNTY with either **(i)** properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein, or **(ii)** if requested to do so, in writing by COUNTY provide original Certified copies of policies including all endorsements and any attachments thereto, showing that such insurance is in full force and effect, and COUNTY and its Directors and Officers, Board of Supervisors, elected officers, employees, agents or representatives are named as additional insureds with respect to this MASTER LEASE and the obligations of LESSEE hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier (s) that thirty (30) days written notice shall be given to the COUNTY prior to any modification, cancellation, expiration or reduction in coverage of such insurance. LESSEE shall not take possession or otherwise use the Premises until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

**(3)** It is understood and agreed to by the parties hereto, and the insurance company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

**(4)** COUNTY's Reserved Rights - Insurance. COUNTY reserves the right to adjust the monetary limits of insurance coverage during the Term of this MASTER LEASE or any extension thereof if in COUNTY'S reasonable judgment, the amount or type of insurance typically carried by owners or LESSEE'S is inadequate, COUNTY shall have the right to require LESSEE to increase the amount and/or change the types of insurances required in this Section.



(5) COUNTY shall notify LESSEE in writing of changes in insurance requirements and company(s) and, if LESSEE does not deposit certificates evidencing acceptable insurance policies/company(s) with COUNTY incorporating such changes within sixty (60) calendar days of receipt of such notice, LESSEE shall be in default under this MASTER LEASE, and COUNTY shall be entitled to exercise all legal remedies.

(6) If LESSEE fails or refuses to maintain insurance as required hereunder, or fails to provide the proof of insurance, COUNTY shall have the right to declare this MASTER LEASE in default, and COUNTY shall be entitled to exercise all legal remedies for breach of this MASTER LEASE.

(7) The procuring of such required policies of insurance shall not be construed to limit LESSEE's liability hereunder, or to fulfill the indemnification provisions and requirements of this MASTER LEASE. Notwithstanding said insurance policies, LESSEE shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this MASTER LEASE or with the use or occupancy of the Premises.

**(c) Failure by Lessee Insurance**

(1) If LESSEE shall fail to obtain any insurance required hereunder, COUNTY may, at its election, obtain such insurance and LESSEE shall, as additional rent, reimburse COUNTY for the cost thereof plus a ten percent (10%) handling charge, within five (5) days following demand therefor. Insurance required hereunder shall be issued by companies reasonably satisfactory to COUNTY. LESSEE shall deliver to COUNTY copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this Section 17. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to COUNTY. LESSEE shall, at least thirty (30) days prior to the expiration of such policies, furnish COUNTY with renewals or "binders" thereof. LESSEE shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in this Section 17. If LESSEE does or permits to be done anything which shall increase the cost of the insurance policies referred to in Section 17(a)(4), then LESSEE shall forthwith upon COUNTY's demand reimburse COUNTY for any additional premiums attributable to any act or omission or operation of LESSEE causing such increase in the cost of insurance. All policies of insurance shall name COUNTY and, at COUNTY's option, any additional parties designated by COUNTY, as an additional insured. This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company. All insurance required to be provided hereunder is in addition to, and not in lieu of, the indemnity provisions of Sections 17(b) and 18 hereof.

(2) LESSEE shall not use the Premises in any manner, even if the use is for purposes permitted herein that will result in the cancellation of any insurance, which within five (5) calendar days cannot be renewed or replaced. LESSEE further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any fire or other insurance policy covering the Premises. LESSEE shall, at LESSEE's sole cost and expense, comply with any and all requirements, in regard to the Premises, of any insurance organization necessary for maintaining fire and extended coverage insurance.

**(d) Waiver of Subrogation.** LESSEE hereby releases and relieves COUNTY and waives its entire right of recovery against COUNTY for loss or damage arising out of or incident to the perils insured against under Section 17(a)(4), which perils occur in, on, or about the Premises, whether due to the negligence of COUNTY or its agents, employees, contractors and/or invitees. LESSEE shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this MASTER LEASE.

## 18. Indemnification and Release of Liability

(a) LESSEE represents that it has inspected the Premises, accepts the condition thereof for the construction and use of the Facility only and fully assumes any and all risks incidental to the use thereof. COUNTY shall not be liable to LESSEE, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises; except to the extent that such dangerous conditions are caused by the gross negligence of the COUNTY or its officers, agents or employees. COUNTY further agrees to indemnify, defend, and hold LESSEE harmless from any claims, losses or damages that result from any personal injury or property damage occurring on any property owned by COUNTY that is adjacent to the Premises that is not leased to LESSEE or which is to be maintained by LESSEE, unless such personal injury or property damage results from LESSEE's negligent or intentional act or omission; or acts or conditions beyond the control of the County.

(b) LESSEE shall indemnify, defend, protect, and hold harmless COUNTY and its Agencies, Districts, Departments, Board of Supervisors, elected and appointed officials, officers, agents, employees, and independent contractors from and against any and all claims, demands, losses, proceedings, damages, causes of action, liability, costs and expenses, (including attorneys' fees) arising from or in connection with, or caused by (i) any act, omission or negligence of LESSEE or any sublessee of LESSEE, or their respective officers, contractors, licensees, invitees, agents, servants or employees, wheresoever the same may occur; (ii) any use of the Premises, or any accident, injury, death or damage to any person or property occurring in, on or about the Premises, or any part thereof, or from the conduct of LESSEE's business or from any activity, work or thing done, permitted or suffered by LESSEE or its sublessee, contractors, employees, or invitees, in or about the Premises or elsewhere (other than arising as a result of gross negligence or intentional misconduct of COUNTY or any of its officers, agents, and employees); and (iii) any breach or default in the performance of any obligations on LESSEE's part to be performed under the terms of this MASTER LEASE, or arising from any negligence of LESSEE, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against COUNTY by reason of any such claim; (iv) from any claim, action, or proceeding against the County to attack, set aside, void or annul an approval of the County concerning this MASTER LEASE. LESSEE upon notice from COUNTY shall defend the same parties at LESSEE expense by counsel satisfactory to COUNTY. LESSEE, as a material part of the consideration to COUNTY, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause other than COUNTY's gross negligence or intentional acts, and LESSEE hereby waives all claims in respect thereof against COUNTY. These provisions are in addition to, and not in lieu of, the insurance required to be provided by Sections 17 (a) and (b) hereof.

(c) The obligations to indemnify and hold COUNTY free and harmless herein shall survive until any claim, action or cause of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations or have been fully adjudicated.

(d) Exemption of COUNTY from Liability. LESSEE hereby assumes all risks and liabilities of a landowner in the possession, use or operation of the Premises. LESSEE hereby agrees that COUNTY shall not be liable for injury to LESSEE's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of LESSEE, LESSEE's employees, invitees, customers, contractors, workers, or any other person in or about the Premises, including any liability arising from the physical condition of the Premises or the presence of any hazardous or toxic materials or substances on the Premises, nor shall COUNTY be liable for injury to the person of LESSEE, LESSEE's employees agents or contractors, whether such damage or injury is caused by or results from hazardous or toxic materials or substances, fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or

injury results from conditions arising upon the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to LESSEE. These provisions are in addition to, and not in lieu of, the insurance required to be provided by Sections 17 hereof. Nothing contained herein shall be construed as excusing COUNTY from liability for its gross negligence or intentional misconduct.

(e) The specified insurance limits required in Section 17 herein shall in no way limit or circumscribe LESSEE's obligations to indemnify and hold COUNTY free and harmless herein.

**19. Assignment, Subletting and Encumbering.**

(a) Except as provided in Section 19 (b) (c) and (d) hereof to the contrary, LESSEE shall not voluntarily assign or encumber its interest in this MASTER LEASE, in the Land, or in the Premises, or sublease substantially all or any part of the Land or the Premises, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any part of the Premises. For the purposes hereof, an "encumbrance" shall mean mortgage, deed of trust, land sale contract, lease or other financing device. Assignment, subleasing or encumbering the Premises is absolutely prohibited. Any attempted assignment, encumbrance, or sublease shall be voidable and, at COUNTY's election, shall constitute a default hereunder. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

(b) LESSEE shall have the right to sublet the Premises or any portion thereof, for occupancy leases with COUNTY's prior written consent, which consent shall not unreasonably be withheld.

(1) Each sublease shall contain a provision, satisfactory to COUNTY and to each lender having an interest at the time the sublease is executed, requiring the sublessee to attorn to COUNTY, or, in the event of any proceeding to foreclose any leasehold encumbrance, to the lender, or any person designated in a notice from such lender, if LESSEE defaults under this MASTER LEASE and if the sublessee is notified by COUNTY or the lender of LESSEE's default and is instructed to make such sublessee's rental payments to COUNTY or the lender or designated person.

(2) LESSEE shall, promptly after execution of each sublease, notify COUNTY of the name and mailing address of the sublessee and shall, on demand, permit COUNTY to examine and copy the sublease.

(3) All subleases shall be "triple net" leases, with the rent payable thereunder to be net of all operating costs, maintenance, taxes, insurance, and utilities (unless LESSEE has received COUNTY's prior written consent to different terms), cannot be for a term longer than the remaining term of the MASTER LEASE and cannot grant any rights to a sublessee that is greater than the rights of the LESSEE under this MASTER LEASE.

(c) **Allowable Assignment.** Prior to completion of all improvements constituting the Project and after COUNTY's issuance of a Certificate of Completion therefor, LESSEE shall not assign this MASTER LEASE to any person or entity without COUNTY's consent, which consent may be given or withheld in COUNTY's sole and absolute discretion.

(d) **Encumbrance or Assignment as Security.** Notwithstanding any other provision contained in this MASTER LEASE, LESSEE shall have the right to encumber or assign its interest in this MASTER LEASE by means of a leasehold encumbrance to any lender or COUNTY for the purpose of financing the construction of the improvements and for the purpose of providing a construction or take-out loan (in a principal amount not to exceed the actual total cost of constructing the improvements), subject to the following limitations:

(1) prior to execution of any such encumbrance (or any amendment, supplement or modification thereto) a true copy of such instrument(s) and the obligations secured thereby be delivered to COUNTY for COUNTY's review and approval, which shall not unreasonably be withheld, together with a written notice of the name and mailing address of the lender; and

(2) the encumbrance documents shall provide that any proceeds from fire or extended coverage insurance shall be used for repair or rebuilding of the improvements and not to repay part of the outstanding obligation to the lender; and

(3) the encumbrance shall contain provisions that all notices of default under the note and deed of trust must be sent to COUNTY and LESSEE and that COUNTY shall have the right to cure, but not the obligation, any default if LESSEE fails to do so. In the event that the COUNTY exercises its rights herein this section, COUNTY shall have 30 days in which to cure any default after the time for LESSEE to cure it has expired. Neither COUNTY's right to cure any default nor any exercise of such a right shall constitute an assumption of liability under the note or deed of trust. If any default is non-curable, it shall not be grounds for foreclosure of the encumbrance if COUNTY, or LESSEE in possession of the Premises, promptly performs all other provisions of the note and deed of trust.

(4) upon the recordation of any instrument in connection therewith LESSEE shall furnish to COUNTY the date and place of recording or filing of record thereof and the recorder's instrument number, book, and page reference or other recorder's index reference.

(5) during the existence of a leasehold encumbrance and following delivery thereof there shall be no cancellation, surrender, acceptance of surrender or modification of this MASTER LEASE except by a written instrument executed by COUNTY, LESSEE and the lender.

(6) no encumbrance shall cover any interest in any real property other than LESSEE's leasehold interest in the Premises. No encumbrance shall cover more than one indebtedness.

(7) on termination of this MASTER LEASE by COUNTY on LESSEE's default, or on the lender's acquisition of the leasehold by foreclosure, COUNTY shall enter into a new lease with the lender covering the Premises covered by the terminated or foreclosed lease if the lender (a) gives notice of request within 30 days after termination or foreclosure, (b) pays all costs resulting from default and termination, (c) remedies all defaults construed as though the MASTER LEASE had not been terminated, and (d) receives approval from COUNTY for the new compost and wood chip facility operator in accordance with section 19(c) hereof. The new lease shall be for the remainder of the Term of the terminated or foreclosed lease, effective at the date of termination or foreclosure, at the rent and on the covenants agreements, conditions, provisions, restrictions, and limitations contained in the terminated or foreclosed lease.

(8) except as expressly provided herein, nothing contained in the leasehold encumbrance shall be deemed or construed to relieve LESSEE from the full and faithful observance and performance of its covenants herein contained, or from any liability for the nonobservance or nonperformance thereof, or to constitute a waiver of any rights of COUNTY hereunder, or to require or provide for the subordination to the lien of the leasehold encumbrance of any estate, right, title or interest of COUNTY in or to the Land, the Premises, or this MASTER LEASE.

(9) Subject to the foregoing, COUNTY shall cooperate in the efforts of LESSEE to obtain any such financing by the prompt execution of any and all documents and the prompt granting of any and all approvals required in connection therewith.

(10) Without the consent of COUNTY, which consent shall not be unreasonably denied or delayed, LESSEE shall not enter into any such financing utilizing the leasehold estate as collateral: (i) which is of a priority lower than third priority, or (ii) in which the lender is not an institutional lender.

**20. Toxic Materials.** During the Term of this MASTER LEASE and any extensions thereof, LESSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises including, but not limited to, soil and groundwater conditions. Further, LESSEE, its successors, assigns and sublessee, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials"). For the purpose of this MASTER LEASE, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws. Notwithstanding the foregoing, LESSEE shall not be responsible for any hazardous materials relating to or released as a result of the operations of the household hazardous waste facility if COUNTY is the operator of it.

**21. Free from Liens.** LESSEE shall not suffer or permit any mechanic's, vendor's, laborer's, or material man's statutory or similar liens (collectively "mechanic's liens") to be filed against the fee interest in the property owned by the County in which the Leased Premises is situated, nor against LESSEE's leasehold interest in the Premises or the Improvement, by reason of work, labor, services or materials supplied or claimed to have been supplied to LESSEE or anyone holding any interest in the Premises and/or the Improvements or any part thereof through or under LESSEE. LESSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LESSEE, in, upon, or about the Premises, and which may be secured by a mechanics', materialmen's or other lien against the Premises or COUNTY's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LESSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, LESSEE shall forthwith pay and discharge said judgment.

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

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

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

**25. Dispute Resolution.** The intention of this section 25 is to provide a process that the parties shall follow in the event that disputes between the parties arising under and by virtue of this MASTER LEASE and shall be brought to the attention of other party at the earliest possible time in order that such matters may be promptly settled, if possible, or other appropriate action may be taken promptly. To that end, COUNTY and LESSEE agree to attempt informal resolution of disputes prior to initiating a formal dispute resolution process or thereafter pursuing any other remedies available to the parties at law or in equity.

**(a) Meet and Confer.** Whenever, during the term of this MASTER LEASE, any disagreement or dispute arises between the parties as to the interpretation of this MASTER LEASE or of any rights or obligations arising hereunder, such matter shall be resolved whenever possible by the parties first meeting in person not later than ten (10) days after receipt of written notice describing the dispute and conferring in a good faith attempt to resolve the dispute through negotiations, unless both parties agree in writing to an extension of time. Because the purpose of meeting and conferring is to try to arrive at a mutually agreeable resolution of the dispute which may include a compromise or settlement, the parties agree that statements (including but not limited to admissions) made during the meet and confer process are confidential and may not be relied upon or introduced as evidence for any purpose, including impeachment, in any arbitration or other proceeding. Nevertheless, any evidence otherwise subject to discovery or otherwise admissible shall not be protected from discovery or from use as evidence simply as a result of it having been used in connection with the meet and confer process.

**Non-Binding Mediation.** LESSEE and COUNTY agree to mediate any controversy or dispute between them involving the construction or the enforcement of any of the terms, provisions or conditions of this MASTER LEASE before resorting to litigation and after the parties were unsuccessful in resolving the dispute in the meet and confer meeting. Non-binding Mediation is a process by which the parties attempt to resolve a dispute or claim by submitting it to an impartial, mutual mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. The parties to such dispute shall agree upon a single person to mediate the resolution thereof, and the fees of such mediator, if any, shall be divided equally among the parties involved. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Evidence of anything said, any admission made, and any documents prepared in the course of the mediation, shall not be admissible in evidence, or subject to discovery in any litigation proceeding, pursuant to California Evidence Code Section 1152.5. If any party commences a litigation proceeding based upon a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such litigation proceeding. The following matters are excluded from mediation hereunder:

1. Any matter which is within the jurisdiction of a probate or small claims court; or
2. Any tort action, including actions for bodily injury or wrongful death.

**(b) Other remedies.** If no resolution has been determined after such attempts to resolve the dispute informally and after non-binding mediation, either party may pursue any such remedies as are available to that party. The parties acknowledge that the mere filing of a court action to preserve the

running of the statute of limitations, allow the recordation of a notice of pending action to perfect a mechanic's lien, or for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a violation of this section.

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

**27. Attorney's Fees.** In the event of any litigation between LESSEE and COUNTY to enforce any of the provisions of this MASTER LEASE or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all reasonable costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgement rendered in such litigation.

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

COUNTY:  
Riverside County  
Department of Waste Resources  
14310 Frederick Street  
Moreno Valley, CA 92553

LESSEE:  
Burrtec Waste Industries, Inc.  
41-575 Eclectic Street  
Palm Desert, CA 92260

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

**29. Estoppel Certificates.**

(a) In the event of a proposed sale of the Premises or refinancing of the Leasehold interest or any part thereof, at any time and from time to time, within twenty (20) days after notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement, substantially in the form of the Estoppel Certificates attached as Exhibit F and by this reference incorporated herein, certifying that this MASTER LEASE is unmodified and in full force and effect; or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement and acknowledging that there are no uncured defaults or failures to perform any covenant or Provision of this MASTER LEASE on the part of the requesting party or specifying any such defaults or failures which are claimed to exist. The statement shall also state the dates to which the Rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker, and investment banker of either party and by any prospective purchaser or the lender of the Premises or all or any part or parts of LESSEE's or COUNTY's interests under this MASTER LEASE.

(b) Either party's failure to execute, acknowledge, and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the statement that this MASTER LEASE is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the

respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults on the requesting party's part that may exist before the date of the notice.

**30. Surrender of Premises.** At the expiration or earlier termination of the Term, LESSEE shall surrender to COUNTY the possession of the Premises. Surrender or removal of improvements shall be as directed in the provisions of this MASTER LEASE on ownership of improvements at expiration or termination. LESSEE shall leave the surrendered property and any other property in good and broom clean condition. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at COUNTY's election, become COUNTY's property at expiration or the sooner termination of this MASTER LEASE. LESSEE shall also deliver to COUNTY copies of all leases, lease files, plans, records, registers and all other papers and documents (excluding proprietary or financial documents) which may be necessary or appropriate for the proper operation and management of the Premises and the Improvements.

**31. No Discrimination.** LESSEE shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this contract and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

**32. Miscellaneous.**

**(a) Governing Law.** This MASTER LEASE shall be construed and interpreted in accordance with the laws of the State of California.

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

**(c) Transfer of COUNTY's Interest.** COUNTY shall not transfer its interest in the premises except upon the assumption by the transferee of all obligations and liabilities relating to the MASTER LEASE. In no event shall any transfer of COUNTY'S interest relieve COUNTY of any liability which either arose prior to the date of transfer or which is based on facts or circumstances in existence as of the date of the transfer.

**(d) Waiver.** The waiver by COUNTY or LESSEE of any breach or default by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach or default of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by the COUNTY shall not be deemed to be a waiver of any preceding breach or default by LESSEE of any term, covenant, or condition of this MASTER LEASE, other than the failure to pay the particular rents so accepted, regardless of COUNTY's knowledge of such preceding breach or default at the time of acceptance of such rent.

**(e) No Joint Venture.** Nothing contained herein shall be construed to render the COUNTY in any way or for any purpose a partner, joint venturer, or associated in any relationship with LESSEE other than that of COUNTY and LESSEE, nor shall this MASTER LEASE be construed to authorize to act as agent for the other.

**(f) Exhibits.** All exhibits to which reference is made in this MASTER LEASE are hereby incorporated by reference. Any reference to "this MASTER LEASE" includes matters incorporated by reference.



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

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

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

**(j) Recordation of Memorandum of Master Lease.** This MASTER LEASE shall not be recorded. A memorandum of this MASTER LEASE shall be recorded. The parties shall execute the memorandum in form and substance as required by a title insurance company insuring LESSEE's leasehold estate or the interest of any leasehold or fee lender, and sufficient to give constructive notice of this MASTER LEASE to subsequent purchasers and lenders. In the event that the title insurance company does not provide specific requirements for the Memorandum of MASTER LEASE, the form substantially to the form attached as Exhibit G and by this reference incorporated herein, shall be used for recordation.

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

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

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

**35. COUNTY's Representative.** COUNTY hereby appoints the General Manager-Chief Engineer of the COUNTY Department of Waste Resources, or his designee, as its authorized representative to administer this MASTER LEASE.

**36. COUNTY Periodic Access and Joint Use.** It is expressly understood that COUNTY personnel and/or its contractors and agents will from time to time enter and cross the Premises for purposes of access, construction and maintenance of the closed landfill and use of remaining COUNTY property. LESSEE agrees that it (and its authorized operator) will cooperate with all such agents, allowing ingress and egress, as needed to accommodate these activities, and allow short term equipment and material storage in the Premises as may be mutually agreed upon which does not unreasonably interfere with LESSEE's activities. Routine periodic access for inspection and maintenance of the closed landfill, operation of the gas extraction system, and for air and ground water monitoring are anticipated without special coordination, providing however, during the compost and wood chip facility operating hours, COUNTY personnel will report in at the fee booth, to identify themselves and state their intended activity. Access for contracting agents doing construction activities for the COUNTY or lessees of some of the remaining COUNTY property will be granted following coordination meetings whereby specific uses and activities will be described and agreed to between the parties affected, prior to beginning. LESSEE shall not deny reasonably required access or short term joint uses.

LESSEE and COUNTY agree that nothing herein precludes COUNTY from entering into lease agreements with other vendors for COUNTY land that is outside the boundaries of the Premises. Except as provided for in the existing Master Lease with the Coachella/Indio Waste Transfer Authority, COUNTY shall not lease any portion or allow any other portion of the landfill property to be subleased to a green waste processing or composting operation. Green waste is defined in Title 14 of the Public Resources Code.

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

**38. Illegal Dumping Prevention Services.** LESSEE shall have the continued responsibility to collect illegally dumped green waste material attributable to operation of the Facility along the Traveled Way on primary delivery routes to the Facility easterly of Highway 10 on Dillon Road and 44<sup>th</sup> Avenue/Landfill Road as shown on Exhibit A-2. Inspection and retrieval shall be completed not less often than twice weekly.

**39. Compost Promotion Program.** LESSEE shall work with COUNTY solid waste personnel to promote recycling and compost end uses. Such work shall include, but not be limited to, providing material for events such as Earth Day, community gardens, school programs and dissemination of COUNTY or State produced recycling literature.

**40. Right of First Refusal.** In the event that COUNTY should elect to sell the Premises to a private purchaser, COUNTY shall first give notice to LESSEE of such intent, together with a true and complete copy of the proposed terms of sale, and shall give LESSEE the right to purchase the Premises upon the same terms of sale. LESSEE shall exercise its right to purchase the Premises, if at all, by delivering notice to COUNTY of its intent to purchase within forty-five (45) days following LESSEE'S receipt of COUNTY'S notice. If COUNTY elects to sell the Premises, and is required to seek bids for such sale, LESSEE shall be deemed to have submitted a revocable bid in an amount which exceeds the highest bid actually received by One Dollar (\$1.00). LESSEE shall have the right to revoke such bid by delivering notice of revocation within fifteen (15) days following LESSEE'S receipt of notice from COUNTY of the deemed amount of LESSEE'S bid, in which event COUNTY may proceed, in the sole and exclusive exercise of its discretion, to sell the Premises to the highest other bidder, or to reject all bids and retain ownership of the Premises.

**41. Cooperation with Transfer Station Lessee/Operator.** LESSEE agrees to cooperate with the operator or lessee of the Coachella Valley Transfer Station in regards to areas such as access road, water line, and other areas of mutual interest during the term of this MASTER LEASE.

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

**LESSOR:**  
COUNTY OF RIVERSIDE, ON BEHALF  
OF DEPARTMENT OF WASTE RESOURCES,  
a political subdivision of the State of California

Dated: MAY 23 2017

By:   
John Favaglione  
Chairman, Board of Supervisors

**LESSEE:**  
BURRTEC WASTE INDUSTRIES,  
INC, a California corporation

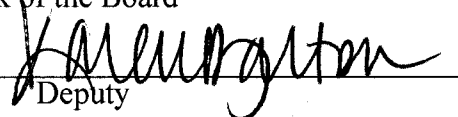
Dated: 5-8-17

By:   
Name:  
Its:

RECOMMENDED FOR APPROVAL:

By:   
Hans Kernkamp  
General Manager-Chief Engineer

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

(Seal)

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

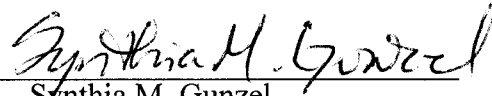
By:   
Cynthia M. Gunzel  
Supervising Deputy County Counsel

Exhibit "A"

**Coachella Valley Compost  
Lease Area**

In the Unincorporated Territory of Riverside County, State of California, being a portion of Section 22, Township 5 South, Range 8 East, San Bernardino Meridian as shown on the official plat thereof, described as follows:

Commencing at the west quarter corner of said Section 22 as shown on Record of Survey filed in Book 98, Page 9, of Records of Survey, records of said county;

Thence North  $00^{\circ} 02' 45''$  West 598.43 feet along the westerly line of said Section 22 to the Point of Beginning;

Thence continuing North  $00^{\circ} 02' 45''$  West 1674.32 feet along said westerly line;

Thence leaving said westerly line North  $24^{\circ} 19' 13''$  East 108.10 feet;

Thence North  $45^{\circ} 54' 36''$  West 20.34 feet;

Thence North  $06^{\circ} 01' 01''$  East 189.34 feet;

Thence North  $00^{\circ} 02' 51''$  West 62.89 feet;

Thence South  $64^{\circ} 28' 54''$  East 88.38 feet;

Thence South  $56^{\circ} 46' 47''$  East 67.21 feet;

Thence South  $37^{\circ} 26' 06''$  West 25.61 feet;

Thence South  $61^{\circ} 36' 39''$  West 35.57 feet;

Thence South  $18^{\circ} 36' 35''$  West 71.91 feet;

Thence South  $24^{\circ} 19' 13''$  West 208.50 feet;

Thence South  $00^{\circ} 02' 51''$  East 1539.67 feet;

Thence South  $18^{\circ} 16' 25''$  East 107.56 feet;

Thence South  $31^{\circ} 25' 09''$  East 37.34 feet;

Thence South  $51^{\circ} 37' 15''$  East 81.27 feet;

Thence South  $60^{\circ} 03' 00''$  East 46.10 feet;

Thence South 69° 56' 47" East 51.46 feet;  
Thence South 73° 12' 35" East 101.15 feet;  
Thence North 89° 57' 12" East 72.38 feet;  
Thence South 64° 03' 08" East 570.59 feet;  
Thence South 35° 43' 03" East 166.09 feet;  
Thence South 26° 52' 34" East 260.10 feet;  
Thence South 23° 16' 55" East 200.89 feet;  
Thence South 36° 24' 05" East 81.10 feet;  
Thence South 61° 40' 49" East 66.02 feet;  
Thence South 39° 30' 41" East 194.99 feet;  
Thence North 72° 22' 46" East 1070.05 feet;  
Thence North 58° 45' 28" East 158.68 feet;  
Thence North 61° 11' 45" East 151.93 feet;  
Thence North 61° 55' 29" East 149.04 feet;  
Thence North 62° 03' 02" East 131.67 feet;  
Thence North 19° 35' 13" East 150.31 feet;  
Thence North 68° 26' 14" East 127.23 feet;  
Thence North 54° 43' 39" East 121.57 feet;  
Thence North 69° 42' 59" East 175.33 feet;  
Thence South 07° 35' 06" East 117.59 feet;  
Thence South 09° 00' 00" East 139.56 feet;  
Thence South 10° 53' 25" East 133.18 feet;  
Thence South 12° 56' 17" East 148.87 feet;  
Thence South 15° 36' 14" East 104.40 feet;

Thence South 18° 10' 30" East 98.04 feet;  
Thence South 11° 11' 20" East 47.05 feet;  
Thence South 11° 11' 50" East 65.46 feet;  
Thence South 18° 04' 03" West 556.31 feet;  
Thence North 79° 08' 11" West 222.36 feet;  
Thence North 76° 33' 36" West 196.91 feet;  
Thence South 78° 54' 11" West 272.32 feet;  
Thence North 78° 09' 26" West 242.50 feet;  
Thence South 87° 05' 11" West 14.17 feet;  
Thence South 87° 03' 29" West 243.41 feet;  
Thence South 81° 10' 25" West 259.99 feet;  
Thence South 81° 10' 27" West 77.17 feet;  
Thence South 89° 59' 58" West 98.21 feet;  
Thence North 00° 00' 03" West 31.80 feet;  
Thence North 40° 40' 11" West 136.38 feet;  
Thence North 66° 19' 23" West 176.74 feet;  
Thence North 56° 21' 55" West 59.18 feet;  
Thence North 28° 41' 19" West 10.37 feet;  
Thence North 47° 57' 37" West 171.84 feet;  
Thence North 39° 30' 41" West 120.00 feet;  
Thence North 29° 03' 58" West 138.78 feet;  
Thence North 36° 24' 26" West 83.82 feet;  
Thence North 23° 16' 42" West 203.40 feet;  
Thence North 26° 52' 37" West 256.84 feet;

Thence North 35° 42' 49" West 156.20 feet;

Thence North 64° 03' 11" West 556.10 feet;

Thence South 89° 57' 12" West 205.51 feet;

Thence North 67° 23' 24" West 77.89 feet;

Thence North 63° 04' 11" West 17.28 feet;

Thence North 49° 08' 22" West 98.53 feet;

Thence North 29° 07' 18" West 61.84 feet to the Point of Beginning.

Containing 39.80 acres.

Bearings and distances are based on the California State Plane Coordinate System of 1983, Zone 6, North American Datum of 1983, epoch 2007.00. Divide grid distances by a combination factor of 0.999971710 to obtain ground distances.



  
JAMES R. McNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
Department of Waste Resources

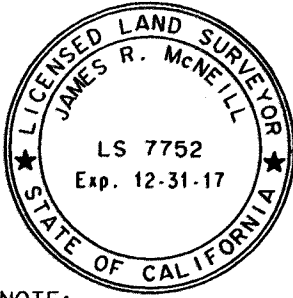
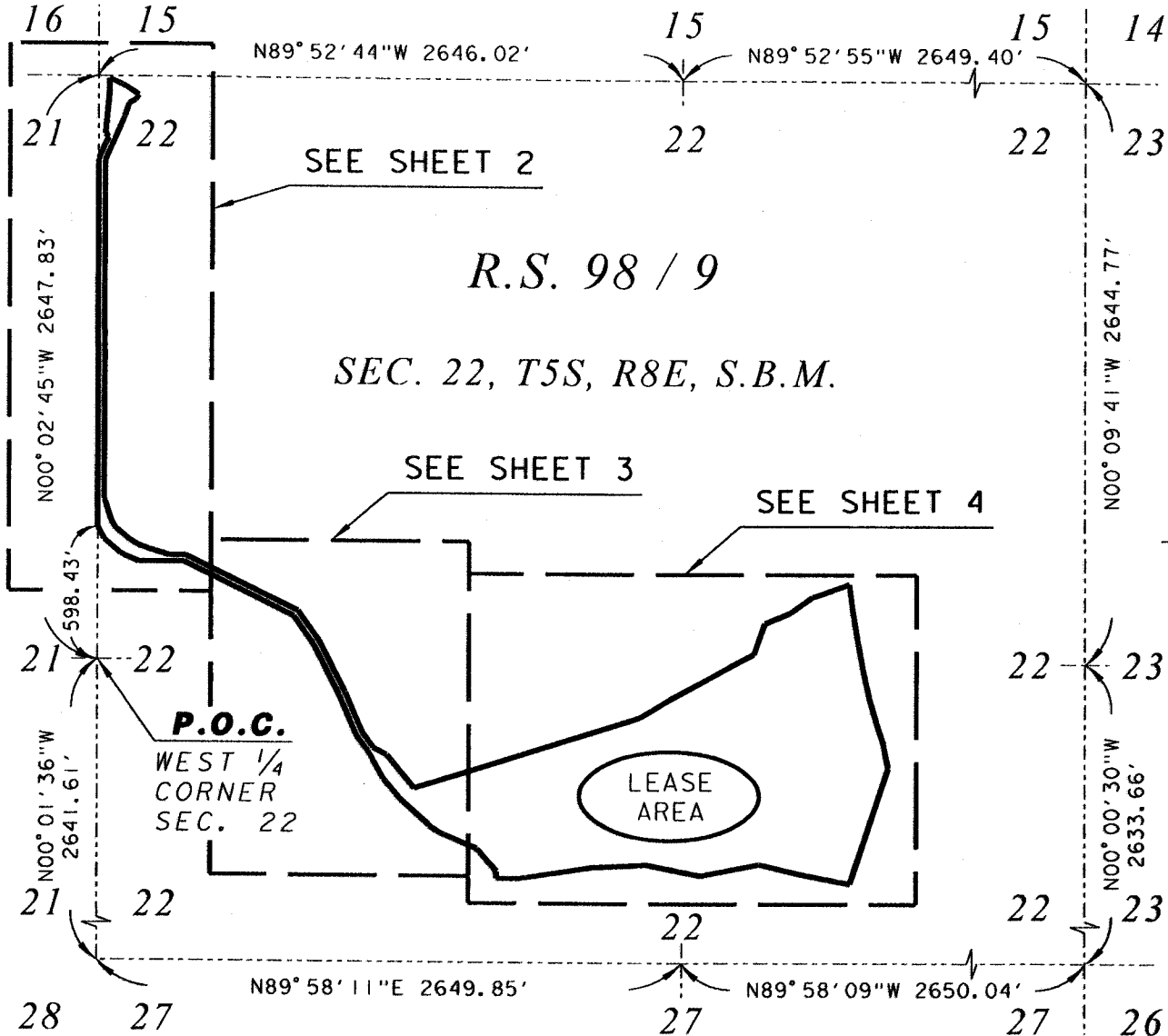
Date: 5-17-17



# EXHIBIT "B"

## LEASE AREA

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING  
A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.



*[Signature]*  
 JAMES R. McNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 DEPARTMENT OF WASTE RESOURCES  
 DATE: 5-17-17

NOTE:  
 BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 6, NORTH AMERICAN DATUM OF 1983, EPOCH 2007.00. DIVIDE GRID DISTANCES BY A COMBINATION FACTOR OF 0.999971710 TO OBTAIN GROUND DISTANCES.

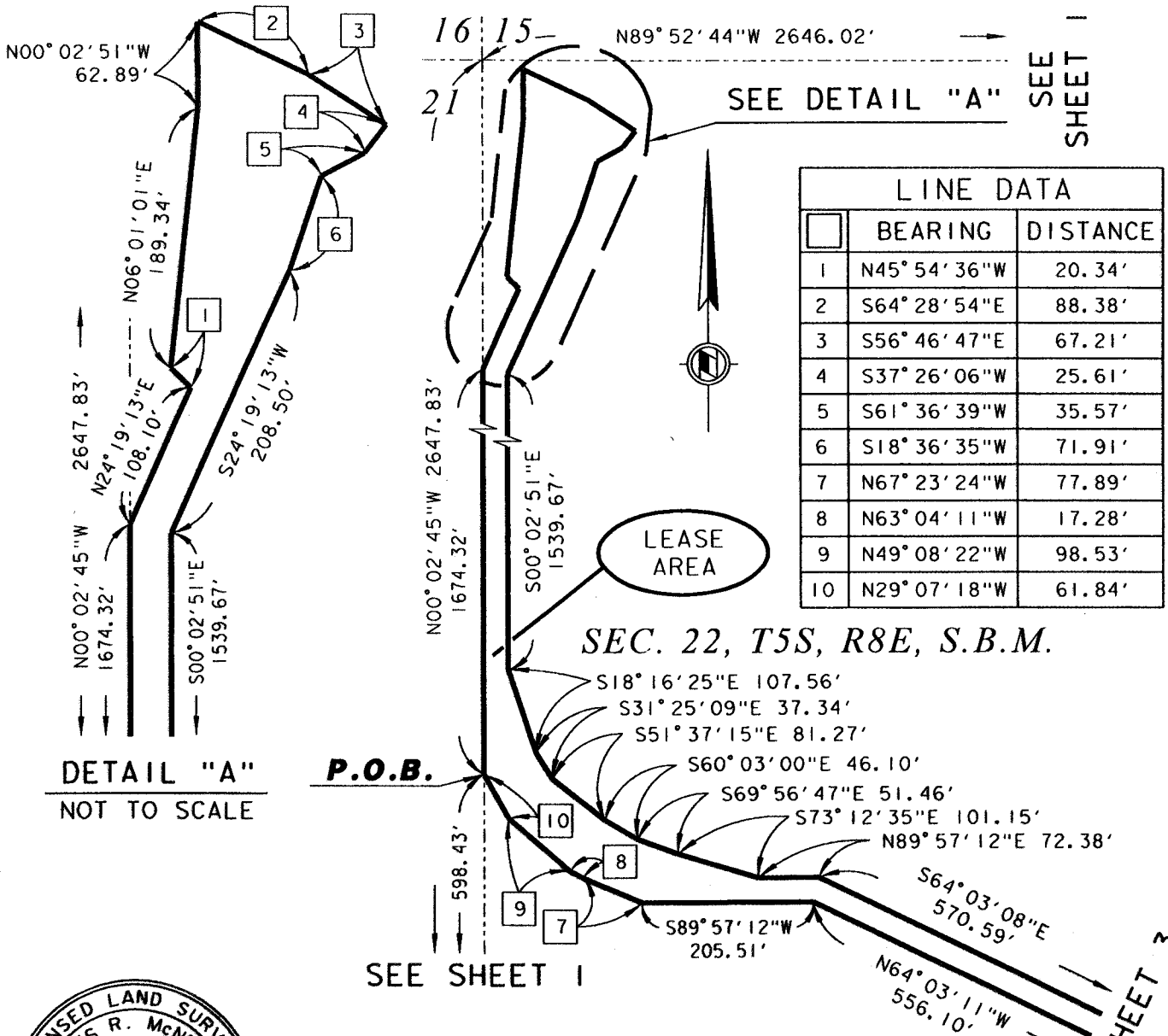
**DEPARTMENT OF WASTE RESOURCES**  
 14310 FREDERICK ST. MORENO VALLEY, CA. 92553

|   |  |                     |                            |
|---|--|---------------------|----------------------------|
| 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. | <b>LEASE AREA</b>                                    | SCALE:<br>1" = 800' | PREPARED BY:<br><b>DAB</b> |
|   | PROJECT NAME:<br>COACHELLA VALLEY COMPOST LEASE AREA | MAY-11-2017         | SHEET NO.<br>1 OF 4        |

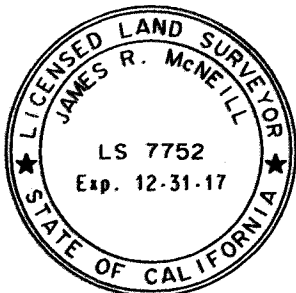
# EXHIBIT "B"

## LEASE AREA

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING  
A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.



**DETAIL "A"**  
NOT TO SCALE



*J. McNeill*  
 JAMES R. McNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 DEPARTMENT OF WASTE RESOURCES  
 DATE: 5-17-17

**NOTE:**  
 BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 6, NORTH AMERICAN DATUM OF 1983, EPOCH 2007.00. DIVIDE GRID DISTANCES BY A COMBINATION FACTOR OF 0.999971710 TO OBTAIN GROUND DISTANCES.

**DEPARTMENT OF WASTE RESOURCES**  
 14310 FREDERICK ST. MORENO VALLEY, CA. 92553

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.

**LEASE AREA**

PROJECT NAME:  
 COACHELLA VALLEY COMPOST  
 LEASE AREA

SCALE:  
 1" = 200'

MAY-11-2017

PREPARED BY:  
 DAB

SHEET NO.  
 2 OF 4

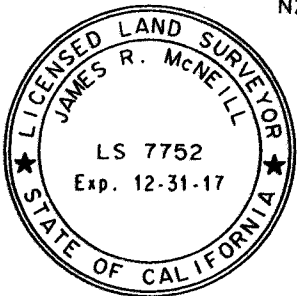
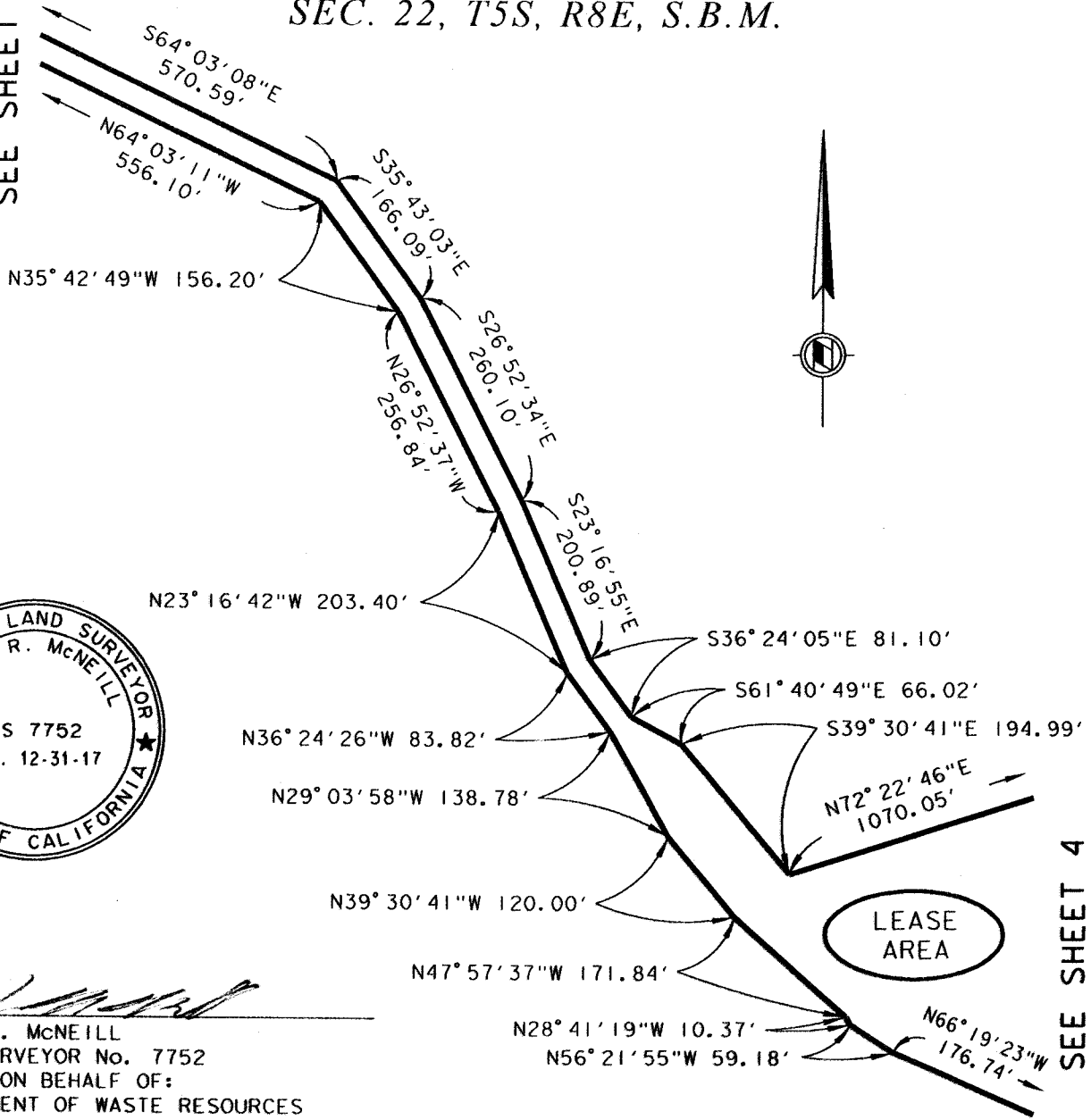
# EXHIBIT "B"

## LEASE AREA

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING  
A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.

SEC. 22, T5S, R8E, S.B.M.

SEE SHEET 2



JAMES R. McNEILL  
LAND SURVEYOR No. 7752  
SIGNED ON BEHALF OF:  
DEPARTMENT OF WASTE RESOURCES

DATE: 5-17-17

SEE SHEET 4

**NOTE:**  
BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 6, NORTH AMERICAN DATUM OF 1983, EPOCH 2007.00. DIVIDE GRID DISTANCES BY A COMBINATION FACTOR OF 0.999971710 TO OBTAIN GROUND DISTANCES.

**DEPARTMENT OF WASTE RESOURCES**  
14310 FREDERICK ST. MORENO VALLEY, CA. 92553

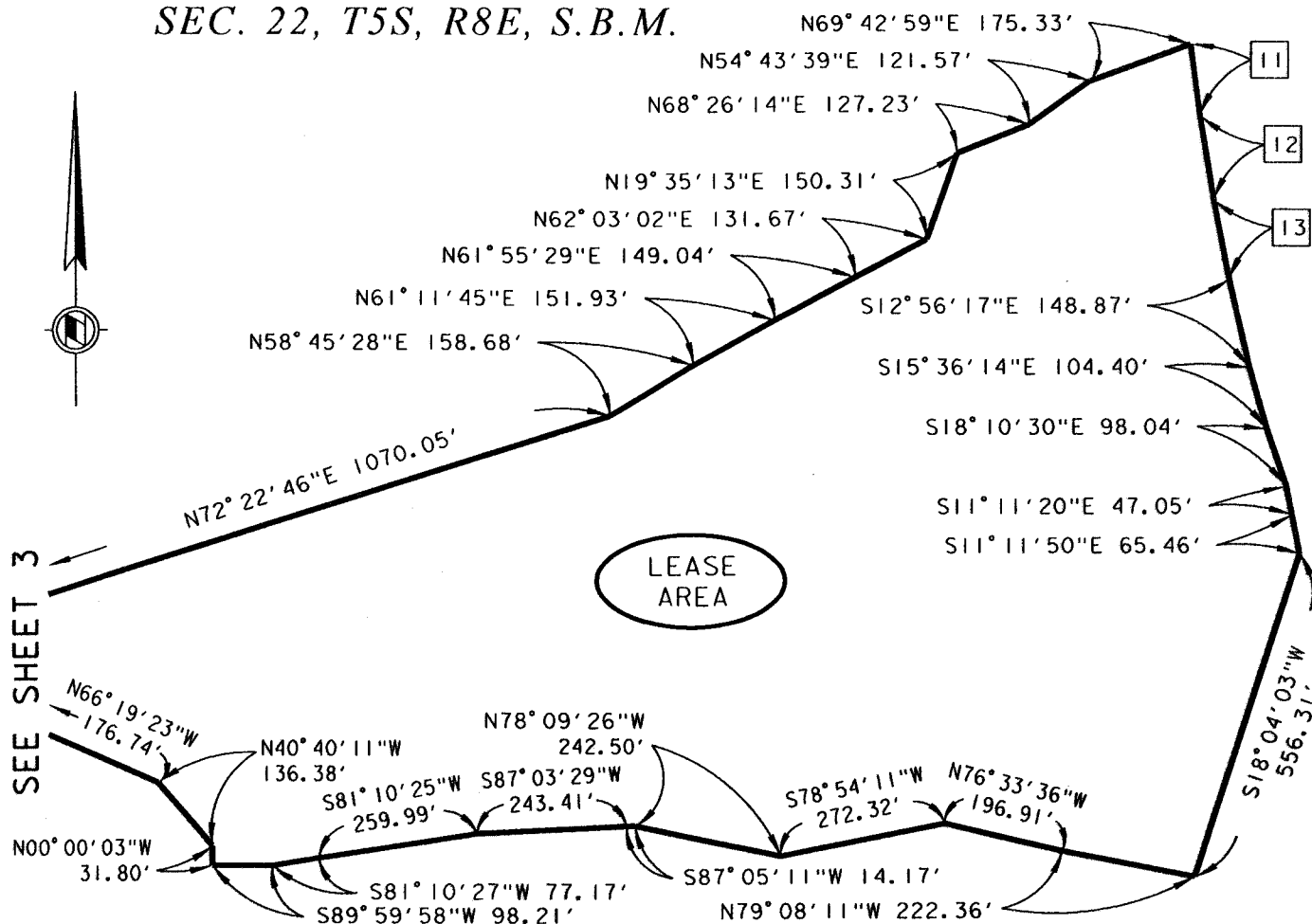
|   |  |                     |                     |
|---|--|---------------------|---------------------|
| THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. | LEASE AREA   | SCALE:<br>1" = 200' | PREPARED BY:<br>DAB |
|   | PROJECT NAME:<br>COACHELLA VALLEY COMPOST LEASE AREA | MAY-11-2017         | SHEET NO.<br>3 OF 4 |

# EXHIBIT "B"

## LEASE AREA

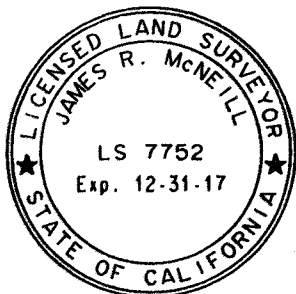
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING  
A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.

*SEC. 22, T5S, R8E, S.B.M.*



SEE SHEET 3

LEASE  
AREA



*[Signature]*  
 JAMES R. MCNEILL  
 LAND SURVEYOR No. 7752  
 SIGNED ON BEHALF OF:  
 DEPARTMENT OF WASTE RESOURCES  
 DATE: 5-12-17

| LINE DATA |               |          |
|-----------|---------------|----------|
|           | BEARING       | DISTANCE |
| 11        | S07° 35' 06"E | 117.59'  |
| 12        | S09° 00' 00"E | 139.56'  |
| 13        | S10° 53' 25"E | 133.18'  |

NOTE:  
 BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 6, NORTH AMERICAN DATUM OF 1983, EPOCH 2007.00. DIVIDE GRID DISTANCES BY A COMBINATION FACTOR OF 0.999971710 TO OBTAIN GROUND DISTANCES.

### DEPARTMENT OF WASTE RESOURCES

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

|   |  |                     |                     |
|---|--|---------------------|---------------------|
| 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. | LEASE AREA   | SCALE:<br>1" = 300' | PREPARED BY:<br>DAB |
|   | PROJECT NAME:<br>COACHELLA VALLEY COMPOST LEASE AREA | MAY-11-2017         | SHEET NO.<br>4 OF 4 |

**EXHIBIT A-1**

**Depiction of the Premises**



Department of Waste Resources Land Leased to Burrtec

Land Leased to Burrtec (39.8 ACRES)

The County (or its designated agent) reserves the right of access for ingress and egress at all times across the leased property for maintenance of its landfill and any other purpose it chooses for use of its remaining property.

Section 22 T.5S. R.8E. Exhibit A-1



Coachella Sanitary Landfill  
Coachella Valley Compost  
Lease Area

File: sites/coach/CVC/2017/RCOWR Current Lease.dgn

Date: May 1, 2017

Topo Date: May 2011

Scale: 1"=800'

**EXHIBIT A-2**

**Depiction for Collection of Illegal Dumping Materials**

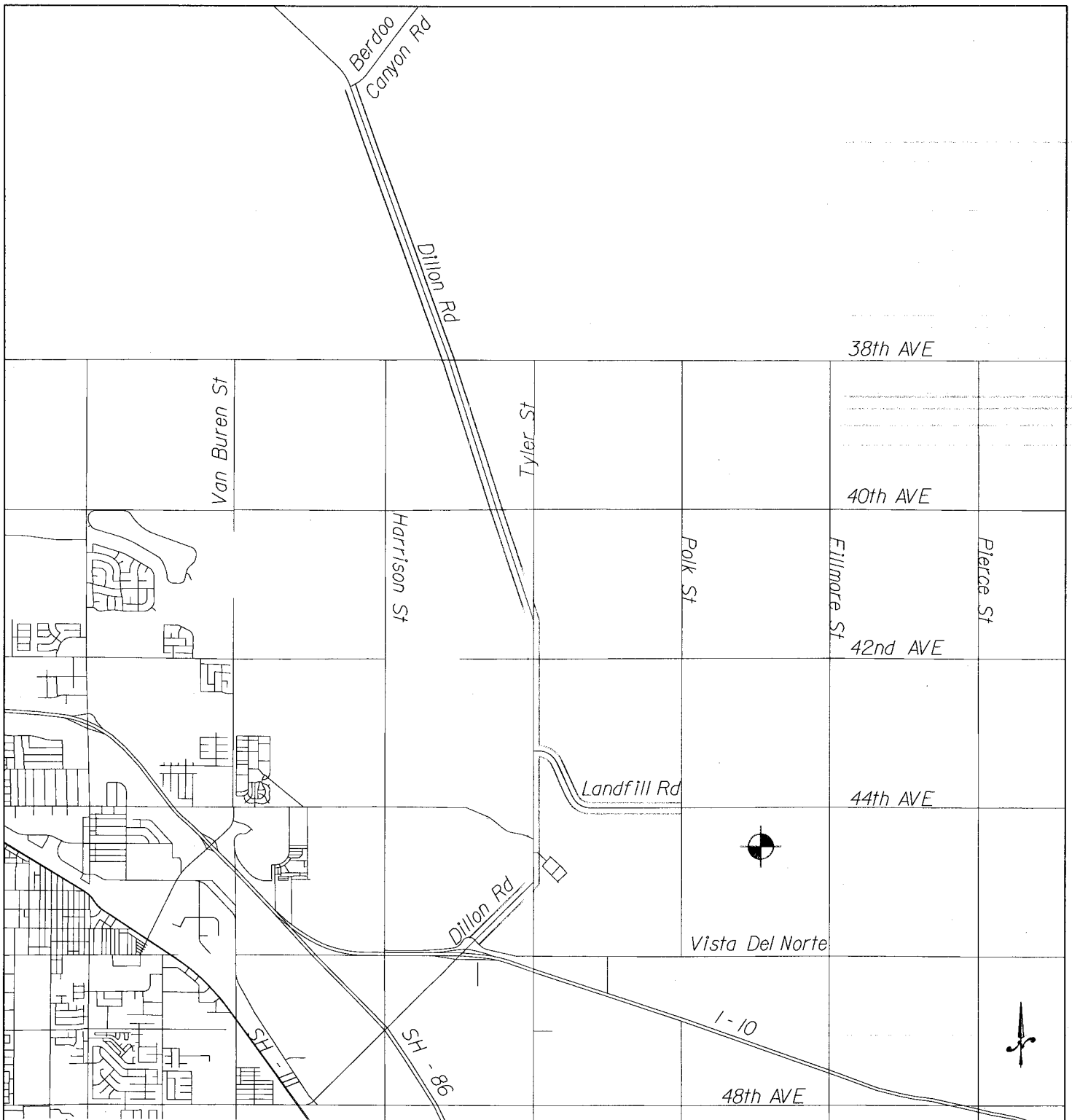


Exhibit A - 2

NOTE: LESSEE shall have the continued responsibility to collect illegally dumped greenwaste material attributable to operation of the Facility along the travelled way on primary delivery routes to the Facility easterly of Highway 10 on Dillon Rd and 44th Avenue / Landfill Road. Inspection and retrieval shall be completed not less often than twice weekly.



## CVC Illegal Dumping Inspection Route

File Directory: T:\Sites\Coachella\CVC+7\CVC17ID.dgn

Date: April, 2017

Scale: 1"=4800'



## **EXHIBIT B**

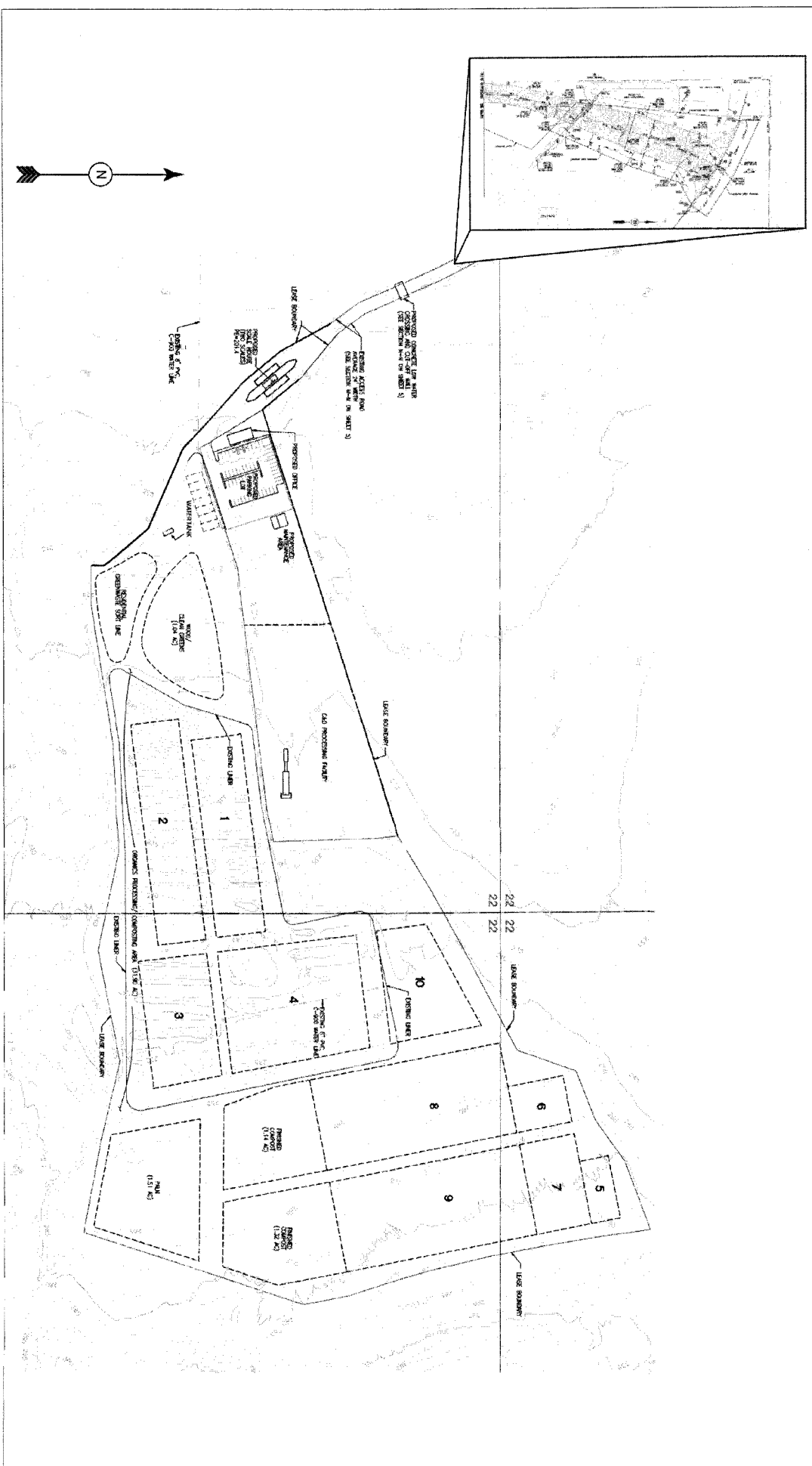
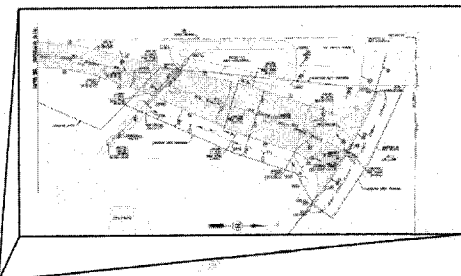
### **Facility Description**

1. The official name of the facility will be Coachella Valley Compost (CVC).
2. The maximum daily tonnage of compostable and non-compostable organic materials processed will be 785 tons per day. Compostable organic materials include, but are not limited to, green waste, animal manures, and food waste; Non-compostable organic materials include construction wood (dimensional lumber) and palm fronds. The maximum daily tonnage of compost will be 450 tons per day of organic materials.

Liquid grease trap and gray water may supplement processed water usage, up to 55,000 gallons per day.

An additional maximum of 200 tons per day of construction/demolition (C&D) waste processing is permitted on approximately 3 acres west of the expanded compost management unit (CMU), for a maximum permitted daily solid materials intake tonnage of 985 tons per day (compostable and non-compostable organics plus C&D waste).

3. The facility will have a fee booth, office and two seventy foot electronically operated scales.
4. The facility shall have a hazardous waste load check program.
5. Groundwater monitoring wells are allowed as stipulated per RWQCB Waste Discharge Requirements.
6. The facility shall have a tonnage tracking system that will determine on a daily basis the amount and origin of generation for the green, wood, C&D, and food waste delivered to the facility.
7. Features and uses to support the primary functions of the Facility as generally described in Section 2, including but not limited to fuel facilities, spare parts storage, office and maintenance facilities and all incidental storage and support facilities are permitted under the Base Lease rate described in Section 5.



Department of Waste Resources Land Leased to Burrltec

The County (or its designated agent) reserves the right of access for ingress and egress at all times across the leased property for maintenance of it's landfill and any other purpose it chooses for use of it's remaining property.



Coachella Valley Compost Site Plan

Exhibit B-1  
Date: Aug 3, 2017  
Scale: N.T.S.  
File: sites/coach/cvc/2017/Exhibit B-1.dwg  
Topic: Dwr, NA

## EXHIBIT C

### Specification: Mulch for Erosion Control

Unless otherwise specified, mulch shall consist of at least 99.9 percent by weight of urban green waste material consisting of chipped, shredded, or ground woody landscape material, clean processed recycled wood products, tree bark, or any combination thereof. The mulch shall not contain more than two percent grass by weight.

The particle size of the mulch shall be between 1/8 inch and three inches in length and not less than 1/2 inch in width and 1/8 inch in thickness. At least 85 percent, by volume, of the mulch shall conform to the sizes specified. No particle shall exceed five inches in size, in any dimension.

The mulch shall be free of deleterious materials such as clods, coarse objects, and rocks. The moisture content of the mulch shall not be excessive as determined by the County.

The mulch shall not contain paint or petroleum products; or excessive or unhealthy levels of herbicides or fungicides, as determined by the County.

The County may perform or cause to be performed, random or selected testing for contaminants at the County's sole discretion, for protection of the health and safety of personnel or the environment.

A Certificate of Compliance for mulch shall be furnished to the County when requested. This certificate shall ensure conformance to the specification herein.

As an option to this specification, the County may elect to accept ground palm tree material at its discretion.

## EXHIBIT D

### CONDITIONS OF MAJOR 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 prepare final working plans and specifications substantially conforming to preliminary plans previously reviewed and approved by COUNTY, and shall submit them concurrently to COUNTY and to the appropriate governmental agencies for approval. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans (a) if they are not substantial or 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 substantially in size, utility, or value from the improvements described in the plans and specifications heretofore submitted by LESSEE to COUNTY.

The construction plans and specifications shall be prepared by an architect or engineer licensed to practice in California, including but not limited to preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas, architecture and landscaping, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bid estimates. All improvements shall be constructed within the exterior property lines of the Premises; provided that required work beyond the Premises on utilities, access, and conditional use requirements do not violate this Provision. With the plans, LESSEE shall deliver to COUNTY the certificate of the Person who prepared the plans and specifications 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 MASTER LEASE.

COUNTY shall coordinate with the appropriate governmental agencies throughout the approval process, and shall supply any input deemed necessary by the COUNTY through such governmental agencies. LESSEE shall ensure that COUNTY receives concurrent copies of all correspondence, documents and drawings ("Papers") submitted by LESSEE to the various governmental agencies, and shall promptly deliver to COUNTY copies of all Papers received by LESSEE from such governmental agencies. COUNTY acknowledges that final approval of the plans and specifications by the appropriate governmental agencies shall constitute its approval, as well. LESSEE shall deliver to COUNTY one complete set of Plans and Specifications as approved by the governmental agencies.

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

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

COUNTY may disapprove by notice given within 15 business days following delivery of the copy of the contract. The notice shall specify the grounds for disapproval. COUNTY shall not unreasonably disapprove. If LESSEE elects to act as general contractor, the reference above to contract and evidence shall be considered to apply to the subcontractor of each subcontract in excess of \$100,000.00.

4. Deliver to COUNTY true copies of all documents to evidence the commitment of financing for any new construction. "Financing" includes both the construction (or interim) financing and the take-out (also called permanent or long-term) loan. COUNTY may require by notice that no construction commence until the take-out financing is firmly committed but may disapprove the financing only if it violates an express provision of this MASTER LEASE.

5. Within twenty (20) days of LESSEE's commencement of a work of improvement on the Premises and/or delivery of materials therewith, LESSEE shall file with COUNTY (i) a payment bond in the amount of 100% of COUNTY'S estimate of the construction cost and (ii) a performance bond in the amount of 100% of COUNTY'S estimate of the construction cost securing LESSEE's faithful performance in developing a compost and wood chip facility or newly constructed feature on the Premises in a bond form acceptable to COUNTY. These Bonds shall run concurrently for the period of construction. COUNTY shall release these bonds on the date that the facility is deemed functional on a continuous basis for the purposes of composting and chipping green/wood waste or meeting the intended use of the newly constructed feature as determined by the COUNTY's General Manager-Chief Engineer subject to LESSEE furnishing Performance Bonds, Insurance and Surety instruments required by this MASTER LEASE. In the event that LESSEE's contractor supplies bonds which otherwise satisfy the foregoing requirements, LESSEE shall not be required to supply duplicative bonds.

6. 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 a grading permit, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction.

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

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

## EXHIBIT E

### Permanent Improvements

**Permanent Improvements** - Total Cost (As agreed upon between County and Lessee)

| <b><u>Leasehold Improvement</u></b>           | <b><u>Cost</u></b> |
|---|--------------------|
| Road  | \$16,988.40        |
| Additional Road Improvements/Parking/Widening | \$231,750.00       |
| Liner Grading                                 | \$92,828.82        |
| Liner   | \$136,719.78       |
| Water Line (above tee)                        | \$127,015.14       |
| Water Line                                    | \$118,004.50       |
| Extended Water Lines/Hydrants                 | \$107,080.00       |
| Drainage Basins                               | \$37,100.00        |
| Maintenance Building                          | \$134,500.00       |
| Electrical to Buildings & Light Poles         | \$44,094.00        |

Total **\$1,046,080.64**

**Unattached furnishings, rolling stock and other detachable processing and handling equipment**

- Grinders
- Scale(s)
- Office(s)
- Loaders
- Water Trucks
- Fuel Tanks

**EXHIBIT F**

**Estoppel Certificate Forms**

**Estoppel Certificate – COUNTY**

**Estoppel Certificate – LESSEE**

ESTOPPEL CERTIFICATE - COUNTY

THIS ESTOPPEL CERTIFICATE ("Certificate") dated as of [date] is executed by COUNTY OF RIVERSIDE, ON BEHALF OF DEPARTMENT OF WASTE RESOURCES ("COUNTY") per the request of [name and capacity of other party] ("LESSEE") for the benefit of \_\_\_\_\_ as it relates to that certain MASTER LEASE dated \_\_\_\_\_ entered into between the COUNTY and LESSEE.

Section 1. LESSEE is the tenant of the Leased Premises under the MASTER LEASE.

Section 2. As of the date of this Certificate, the MASTER LEASE is in full force and effect, has not been terminated, and is enforceable in accordance with its terms.

Section 3. The MASTER LEASE, as attached to this Certificate as Exhibit A, constitutes the complete agreement between COUNTY and LESSEE for the Leased Premises, is unmodified and no amendments to the MASTER LEASE, either written or oral, currently exist, other than [if any, provide description of any existing amendments or none].

Section 4. The term of the MASTER LEASE commenced on [date] and ends on [date], subject to the following options to extend: [description of any options].

Section 5. The monthly rent currently payable under the MASTER LEASE is [amount], subject to the following adjustments: [description of any claimed adjustments]. Except as follows, no rent and any other charges have been paid in advance [\_\_\_\_\_].

Section 6. As of the date of this Certificate, to County's actual knowledge, there exist no uncured defaults under the MASTER LEASE by LESSEE, and no event which with the passage of time or the giving of notice or both would constitute a default under the MASTER LEASE by LESSEE, except as follows: [description of any existing defaults or events which with passage of time and giving of notice or both would constitute default].

Section 7. LESSEE has no option, right of first refusal, right of first offer, or other right to purchase all or any portion of the Leased Premises or all or any portion of the Property, except as follows: [Description of any purchase rights that exist].

COUNTY makes this Certification with the knowledge that it will be relied on by [name of 3<sup>rd</sup> party] in [insert the action being taken between LESSEE and 3<sup>rd</sup> Party].

IN WITNESS WHEREOF, COUNTY has executed this Certificate as of the date first written above.

COUNTY:[Name and capacity of COUNTY]

By:

Name:

Its:

[Attach exhibits]



ESTOPPEL CERTIFICATE - LESSEE

THIS ESTOPPEL CERTIFICATE-LESSEE("Certificate") dated as of [date] is executed by [name and capacity of LESSEE], ("LESSEE") per the request of the COUNTY OF RIVERSIDE, ON BEHALF OF DEPARTMENT OF WASTE RESOURCES ("COUNTY") for the benefit of \_\_\_\_\_ as it relates to that certain MASTER LEASE dated \_\_\_\_\_ entered into between the COUNTY and LESSEE.

Section 1. LESSEE is the tenant of [description of leased premises] the Property (Leased Premises), pursuant to the MASTER LEASE, a correct copy of which is attached as Exhibit A.

Section 2. As of the date of this Certification, the MASTER LEASE is in full force, has not been terminated, and is enforceable in accordance with its terms.

Section 3. The MASTER LEASE as attached to this Certification as Exhibit A constitutes the complete agreement between COUNTY and LESSEE for the Leased Premises and the Property, is unmodified and no amendments to the Master Lease, either written or oral, currently exist, other than [description of any existing amendments].

Section 4. LESSEE has accepted and is currently occupying the Leased Premises.

Section 5. The term of the MASTER LEASE commenced on [date] and ends on [date], subject to the following options to extend: [Description of any options].

Section 6. Except as expressly stated in this Certificate, LESSEE: (a) has no unilateral right to renew or extend the term of the MASTER LEASE; (b) has no option or other right to purchase all or any part of the Leased Premises or all or any part of the Property; and (c) has no right, title, or interest in the Leased Premises, other than as LESSEE under the MASTER LEASE.

Section 7. The monthly rent currently payable under the MASTER LEASE is [amount], subject to the following adjustments: [description of any adjustments] and at that time of the Certificate is current.

Section 8. As of the date of this Certificate, to LESSEE's actual knowledge, COUNTY has performed all obligations required of COUNTY under the MASTER LEASE; no offsets, counterclaims, or defenses of LESSEE under the MASTER LEASE exist against COUNTY; and no events have occurred that, with the passage of time or the giving of notice or both, would constitute a basis for offsets, counterclaims, or defenses against COUNTY, except as follows: [description of any existing obligations, offsets, counterclaims, defenses, or events].

LESSEE makes this Certification with the knowledge that it will be relied on by [name of 3<sup>rd</sup> party] in agreeing to purchase the property.

IN WITNESS WHEREOF, LESSEE has executed this Certificate as of the date first written above.

LESSEE:[Name and capacity of LESSEE] By:

Name:

Its:

By:

[Attach exhibits]

Recording Requested By and  
When Recorded Return To:  
[Name and address]

With a conformed copy to:

FREE RECORDING This instrument is for the benefit of  
The County of Riverside, and is entitled to be recoded without fee.  
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

### MEMORANDUM OF MASTER LEASE

THIS MEMORANDUM OF MASTER LEASE ("Memorandum") dated as of [date] is entered into between [name and capacity of COUNTY] ("COUNTY") and [name and capacity of LESSEE] ("LESSEE").

#### Recitals

A. On or about [date] COUNTY and LESSEE entered into [name of lease] (MASTER LEASE), pursuant to which COUNTY leased to LESSEE and LESSEE leased from COUNTY real property, more particularly described in attached Exhibit A and incorporated by reference ("Premises").

B. COUNTY and LESSEE desire to execute this Memorandum to provide constructive notice of LESSEE's rights under the MASTER LEASE to all third parties.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Term. COUNTY leases the Premises to LESSEE for a term of [years/months] commencing on [date] and ending on [date].

Section 2. MASTER LEASE Terms. This lease of the Premises to LESSEE is pursuant to the MASTER LEASE, which is incorporated in this Memorandum by reference.

Section 3. Leasehold Deed of Trust. COUNTY agrees to allow LESSEE to obtain a loan for financing the remodeling and rehabilitation of the Premises secured by a leasehold deed of trust. COUNTY has agreed to give the beneficiary under this leasehold deed of trust notice of any default by LESSEE under the MASTER LEASE and the right to cure this default within [number of days to cure] of written notice to the beneficiary. COUNTY also agrees to recognize the purchaser of the leasehold interest at the foreclosure sale as the LESSEE under the MASTER LEASE, whether this purchaser is the beneficiary under the leasehold deed of trust or a third party.

Section 4. Assignment. LESSEE's rights and obligations under the MASTER LEASE shall not be assigned without COUNTY's prior written consent, and any assignment without this consent shall be void.

Section 5. Successors and Assigns. This Memorandum and the MASTER LEASE shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the MASTER LEASE on assignment.

Section 6. Governing Law. This Memorandum and the MASTER LEASE are governed by California law.

Executed as of the date first written above.

COUNTY: County of Riverside, a political subdivision of the State of California

By: \_\_\_\_\_  
[Name], Chairman

LESSEE:[Name and capacity of LESSEE]

By:  
Name:  
Its:

ACKNOWLEDGEMENT

State of California

County of

On [month, day, year] before me personally appeared, [name and title of officer], who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) [is/are] subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] authorized capacity(ies), and that by [he/she/they] signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

[Attach Exhibit A (description of premises), other exhibits, if appropriate]

**RIVERSIDE COUNTY BOARD OF SUPERVISORS**  
**Request to Speak**

Submit request to the Clerk of Board. Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

Date: 5/23/17 Agenda #: 12-1

SPEAKER'S NAME: MIKE PIONTKOWSKI  
(Print Name)

Address: 42785 PONTE CT  
(Only required if follow-up mail response is requested)

City: INDIO Zip: 92203

Phone #: 760 289 5003 Email: CITRIXPRO@YAHOO.COM

**I AM:**

- The Applicant  A Neighbor  
 Applicant's Representative  Other Interested Party

**PLEASE INDICATE YOUR POSITION BELOW:**

- I wish to speak  I DO NOT wish to speak  
 I wish to speak with a Media Presentation  
 I YIELD my 3 minutes to the following speaker:  
(Maximum 2 Yields per Speaker)

\_\_\_\_\_  
(Name)

**Position on Agenda Item:**

- In Favor  Neutral  Opposed

## BOARD RULES

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office, 24 hours in advance of the Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in the front row to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**\*PLEASE TURN OFF ALL CELL PHONES AND PAGERS WHILE THE PUBLIC HEARING IS IN SESSION OR SWITCH THEM TO VIBRATE AND ANSWER CALLS AFTER LEAVING THE ROOM.**