

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



ITEM  
12.1  
(ID # 6271)

**MEETING DATE:**

Tuesday, July 17, 2018

**FROM :** DEPARTMENT OF WASTE RESOURCES:

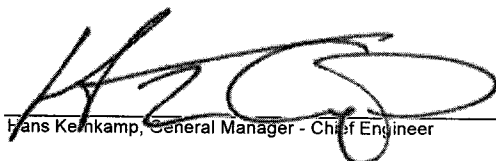
**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: First Amended and Restated Second El Sobrante Landfill Agreement between the County of Riverside and USA Waste of California, Inc. District 1. [\$0 - Department of Waste Resources Enterprise Fund] (CEQA- Adopt the Addendum to the previously certified Environmental Impact Reports for the El Sobrante Landfill Expansion Project)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt the Addendum to the previously certified Environmental Impact Reports (Expansion EIR-SCH#1990020076 & 2007081054) for the El Sobrante Landfill Expansion Project, based on the findings incorporated in the Addendum concluding that the proposed modifications to the landfill's Solid Waste Facility Permit (SWFP), as identified in the Joint Technical Document (JTD), does not cause new significant environmental impacts or increase the severity of previously identified impacts in the Expansion EIR; and
2. Adopt the revised Mitigation Monitoring Program (MMP) for the El Sobrante Landfill; and
3. Approve the First Amended and Restated Second El Sobrante Landfill Agreement (Restated Agreement) between the County of Riverside (County) and USA Waste of California, Inc. (USA Waste); and

Continued on page 2

**ACTION:** Policy

  
Hans Kemkamp, General Manager - Chief Engineer 7/5/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 17, 2018  
xc: Waste

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

4. Authorize the Chairman to execute the First Amended and Restated Second El Sobrante Landfill Agreement on behalf of the County; and
5. Direct the Department of Waste Resources (RCDWR) to file the Notice of Determination with the County Clerk within five working days of approval by this Board.

**Prev. Agn. Ref.:** M.O. 10.3 of 09/01/98  
M.O. 12.2 of 07/01/03  
M.O. 12.1 of 03/13/07  
M.O. 12.3 of 03/31/09  
M.O. 12.2 of 12/18/12  
M.O. 12.2 of 04/07/15

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: Waste Resources Enterprise Fund</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The El Sobrante Landfill is an existing Class III, non-hazardous municipal solid waste (MSW) landfill located at 10910 Dawson Canyon Road, easterly of Interstate 15 and Temescal Canyon Road, in the Temescal Valley area of unincorporated Riverside County. From 1986 to 1998, the landfill was operated pursuant to the original El Sobrante Landfill Agreement and its Amendments and one Addendum. On September 1, 1998, the Riverside County Board of Supervisors (Board) approved the El Sobrante Landfill Expansion Project, a vertical and lateral expansion of the landfill, and entered into the Second El Sobrante Landfill Agreement (Second Agreement), which became effective on September 17, 1998. The Second Agreement represents a public/private relationship between the RCDWR and USA Waste, a subsidiary of Waste Management, Inc. (WMI). The Second Agreement secures disposal capacity for the County and provides for the RCDWR to operate the landfill gate, to set the County rate for disposal at the gate with Board approval, and to operate the Hazardous Waste Inspection Program. The Second Agreement has been amended four (4) times to address various operational and administrative changes at the landfill.

In September 2014, the Local Enforcement Agency (LEA) completed a Five Year SWFP review for the landfill. The LEA identified that changes to the landfill's JTD are needed to address discrepancies with the permitted limits of grading/disturbance and other administrative items. In response, USA Waste/WMI has proposed to revise the landfill's site plan by reducing and reconfiguring the overall limit of grading from 645 acres to 618 acres. This change would

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

incorporate changes to the landfill site plan, to include the relocated/reconfigured storm water retention ponds (incorporating the existing Ponds 3 and 4 into the Site Plan), in addition to the development of new equipment maintenance shop. The proposal does not change the amount of permitted landfill vehicles or tonnage.

To account for the various aforementioned changes, the Second Agreement must be amended. The RCDWR and USA Waste/WMI propose to consolidate the Second Agreement and its four amendments into a single agreement- the Restated Agreement. Approval of the Restated Agreement and the adoption of the California Environmental Quality Act (CEQA) document (discussed under the CEQA heading below), are herein referred to as the "Project."

Additionally, upon Project approval, USA Waste/WMI is required to obtain a modification to the landfill's SWFP through the LEA and the California Department of Resources Recycling and Recovery (CalRecycle). Additional opportunities for public comment are available during these processes.

Amended and Restated Landfill Agreement (Key Features)

- Consolidates four (4) amendments; removes outdated language;
- Identifies revised landfill site plan with new grading limits and drainage improvements;
- Clarifies County import restriction language, weekly limits on out-of-county imports and acceptable truck-types for out-of-county waste deliveries into the El Sobrante landfill.

CEQA Findings

Prior to approval of the Restated Agreement and the modified SWFP, compliance with CEQA is required. RCDWR and County Counsel have determined that an Addendum to the El Sobrante Landfill Expansion Environmental Impact Report (AEIR) is the appropriate mechanism under CEQA. The AEIR was prepared by AECOM, an environmental consulting firm.

The AEIR evaluated the proposed reconfiguration of the overall limit of onsite and offsite grading (reduced acreage 645 acres to 618 acres) and the relocation/reconfiguration of storm water retention ponds (incorporated existing Ponds 3&4 into the grading limits), as well as the construction of a new maintenance shop. In evaluating the Project, the AEIR included updated biological reports, Air Quality/Greenhouse Gas analysis, line of sight analysis for aesthetics, and tribal consultation with the Pechanga Tribe. While no new significant impacts or substantially more severe impacts were identified, the MMP was revised to reflect changes to the Tribal/Cultural Resources mitigation as identified in the AEIR. The changes further strengthen and clarify, the existing measures in place to protect Tribal and Cultural Resources.

RCDWR solicited comments on the Project from the Citizens Oversight Committee (COC) on 9/28/17 and the Administrative Review Committee (ARC) on 1/31/18. In short, the COC commented that the use of the AEIR is incorrect under CEQA and using existing conditions does not adequately address impacts on aesthetics. The ARC appreciated the Tribal outreach efforts and were satisfied with the AEIR as written. The ARC/COC comments, along with County

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

responses (RCDWR/County Counsel) as well as additional visual simulations and photographs, are included as Attachment E.

**Impact on Residents and Businesses**

As demonstrated in the AEIR, the Project will not generate new significant impacts or substantially increase impacts, to residents and businesses. Notice of this Public Meeting was posted near Pond 4, and residents of Spanish Hills and Dawson Canyon were provided additional notification of the Public Meeting through the mail.

**ATTACHMENTS:**

- ATTACHMENT A. First Amended and Restated Landfill Agreement**
- ATTACHMENT B. Addendum to Expansion EIR**
- ATTACHMENT C. Mitigation Monitoring Plan**
- ATTACHMENT D. Notice of Determination**
- ATTACHMENT E. ARC & COC Comments with County Responses**



Jason Farin, Senior Management Analyst

7/10/2018



Gregory V. Priamos, Director County Counsel

7/9/2018

Recorded at Request of

Clerk, Board of Supervisors  
County of Riverside

When Recorded Return to

General Manager-Chief Engineer  
Riverside County Department of Waste Resources  
14310 Frederick Street  
Moreno Valley, CA 92553

**2018-0314986**

08/06/2018 11:30 AM Fee: \$ 0.00

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Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



782

FIRST AMENDED AND RESTATED  
SECOND EL SOBRANTE LANDFILL AGREEMENT  
A PUBLIC-PRIVATE PROJECT  
between  
COUNTY OF RIVERSIDE,  
and  
USA WASTE OF CALIFORNIA, INC.

JUL 17 2018 12.1C

FIRST AMENDED AND RESTATED  
 SECOND EL SOBRANTE LANDFILL AGREEMENT  
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## ATTACHMENT

### Attachment #1 Agreement of Guarantee

## EXHIBITS

Exhibit "A" --Legal Description of Property

Exhibit "B" --Map showing Property and its Location

Exhibit "C"—Grant Deed for Land Donated to County

Exhibit "D" --Form of Annual Monitoring Report

Exhibit "E" --Schedule of Road Improvement Shares and Statement of Transportation-Related

Conditions of Approval

Exhibit "F" --Conditions of Approval

Exhibit "G" --Gate and Waste Inspection Services

Exhibit "H" --Authorized Vehicle Types for Non-County Waste

FIRST AMENDED AND RESTATED

SECOND EL SOBRANTE LANDFILL AGREEMENT

This FIRST AMENDED AND RESTATED SECOND EL SOBRANTE LANDFILL AGREEMENT (hereinafter "AGREEMENT") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and between the COUNTY OF RIVERSIDE, CALIFORNIA (hereinafter called "COUNTY"), and USA WASTE OF CALIFORNIA, INC., a Delaware corporation, a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation, (hereinafter called "USA WASTE"):

RECITALS

A. WHEREAS, COUNTY is a party to that certain El Sobrante Landfill Agreement dated September 3, 1985, and six (6) amendments to said Agreement (collectively, the "FIRST AGREEMENT") under the terms and conditions of which WESTERN WASTE INDUSTRIES, an affiliate of USA WASTE, owned and operated the El Sobrante Landfill in the County of Riverside as a public-private partnership; and

B. WHEREAS, the Second El Sobrante Landfill Agreement was adopted by the parties on September 1, 1998 and amended in accordance with the First Amendment to the Second El Sobrante Landfill Agreement dated June 20, 2003, the Second Amendment to the Second El Sobrante Landfill Agreement dated March 13, 2007, the Third Amendment to the Second El Sobrante Landfill Agreement dated December 18, 2012, and the Fourth Amendment to the Second El Sobrante Landfill Agreement dated April 7, 2015 (collectively, the "EXISTING SECOND AGREEMENT"); and

C. WHEREAS, the development of the Project has materially proceeded in accordance

with the Project Plan and EXISTING SECOND AGREEMENT, and is currently operational; and

D. WHEREAS, the parties acknowledge and agree that the "Start Date" of the EXISTING SECOND AGREEMENT took place on or about August 1, 2001; and

E. WHEREAS, all the procedures required by the California Environmental Quality Act have been met with respect to the Project, the EXISTING SECOND AGREEMENT and the AGREEMENT; and

F. WHEREAS, this AGREEMENT and the Project (as defined below) are consistent with the Riverside County Solid Waste Management Plan, the Riverside County Comprehensive General Plan and any Specific Plan applicable thereto; and

G. WHEREAS, the Project is and will continue to be a public project exempt from the Land Use Ordinance (Ordinance 348) and will continue to provide an essential public service; and

H. WHEREAS, all actions taken and approvals given by COUNTY for the expansion have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

I. WHEREAS, COUNTY and USA WASTE desire to amend and restate THE EXISTING SECOND AGREEMENT to consolidate the multiple amendments of the EXISTING SECOND AGREEMENT, update provisions to reflect events occurring subsequent to the adoption of the EXISTING SECOND AGREEMENT, eliminate provisions that have been satisfied, and incorporate changes to the Landfill Site Plan and Property.

#### COVENANTS

NOW, THEREFORE, in consideration of the matters recited above and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS AND EXHIBITS**

1.1. Definitions. The following terms when used in this AGREEMENT shall be defined as follows:

1.1.1. "Administrative Review Committee" means the County Administrative Review Committee provided by COUNTY as set out in Section 11 of this AGREEMENT.

1.1.2. "AGREEMENT" means this Amended and Restated Second El Sobrante Landfill Agreement.

1.1.3. "Board" means the Board of Supervisors of Riverside County.

1.1.4. "Closure/Post-Closure Costs" means costs as defined in Section 4.2.1.

1.1.5. "COUNTY" means the County of Riverside, a political subdivision of the State of California.

1.1.6. "County Waste" means waste which was first collected for disposal or was generated inside the geographic boundaries of Riverside COUNTY as set forth in Government Code Section 23133 and including both incorporated and unincorporated territory within those boundaries.

1.1.7. "Consumer Price Index" or "CPI" means, with respect to adjustments effective on July 1, 2018, the Consumer Price Index, All Items, for the Los Angeles/Long Beach/Anaheim, Area, published by the United States Department of Labor, and with respect to adjustments effective July 1, 2019 and thereafter, the Consumer Price Index , All Items for the Riverside/San Bernardino Area, published by the United States Department of Labor, or if that the latter index is no longer published, by the most similar available index.

1.1.8. "Effective Date" means the date this AGREEMENT is recorded with the County Recorder.

1.1.9. "Environmental Impact Report" and "EIR" mean the Environmental Impact Report, State Clearinghouse No. 90020076 re: El Sobrante Landfill Expansion certified by the Board on August 18, 1998, and consisting, in its entirety, of the Draft Environmental Impact Report dated April 1994, the Final Environmental Impact Report dated April 1996, the Update to the Final EIR dated July 1998, the draft Supplemental Environmental Impact Report dated December 2008, the Final Supplemental Environmental Impact Report dated March 2009, as well as any subsequent CEQA documents prepared to update or amend the "EIR", including but not limited to, Notices of Exemption, Addendum, and Supplemental or Subsequent EIRs."

1.1.10. "EXISTING SECOND AGREEMENT" means the Second El Sobrante Landfill Agreement dated September 1, 1998, and amended in accordance with the First Amendment to the Second El Sobrante Landfill Agreement dated June 20, 2003, the Second Amendment to the Second El Sobrante Landfill Agreement dated March 13, 2007, the Third Amendment to the Second El Sobrante Landfill Agreement dated December 18, 2012, and the Fourth Amendment to the Second El Sobrante Landfill Agreement dated April 7, 2015.

1.1.11. "Landfill" means the El Sobrante Landfill owned and operated by USA WASTE that is constructed, operated and to be closed in accordance with this AGREEMENT as provided in the Environmental Impact Report.

1.1.12. "Landfill Site Plan" and "Site Plan" means the Site Plan for the expanded Landfill as set forth in the Environmental Impact Report.

1.1.13. "Liquid Waste" means liquid waste as defined in Title 14 of the



California Code of Regulations.

1.1.14. "MGR" means the General Manager-Chief Engineer of the Riverside County Department of Waste Resources.

1.1.15. "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16. "Non-County Waste" means all waste which is not County Waste.

1.1.17. "Non-hazardous Solid Waste" or "Waste" means solid waste as defined in Public Resources Code Section 40191 as it now exists or may be amended, other than wastes which are considered "Unacceptable Waste" in accordance with Section 9.8, or sludge and automobile shredder residue.

1.1.18. "Project" means the expansion of the Landfill and complementary improvements and facilities to be developed as contemplated by the Environmental Impact Report and subsequent amendments and addenda. "Project" also means the construction of additional facilities as contemplated by the Landfill Site Plan in the EIR. "Project" includes, but is not limited to, the following:

- (a) Additional storage facilities for recyclable materials;
- (b) Additional methane recovery facilities;
- (c) Additional administration, repair and maintenance facilities;
- (d) Such other compatible and ancillary uses as may be necessary or convenient to the operation of the Landfill;
- (e) A facility for the generation of electricity using landfill gas; and
- (f) A facility for chipping, grinding, sorting and processing of yard

trimmings such as grass, leaves, branches, brush and similar materials.

Subject to further environmental review and appropriate amendments to this AGREEMENT, "Project" may include, but is not limited to, the following:

(i) Sales facilities for recycled materials and fabricated products;

(ii) Fabricating plants or facilities;

(iii) Mining facilities and operations;

(iv) Composting or co-composting; and

(v) Recycling and processing facilities.

1.1.19. "Project Plan" means the plans for the proposed construction and utilization of the expanded Landfill as contemplated by the Landfill Site Plan as described in the EIR. "Project Plan" includes the plans for the proposed construction of the structures, improvements and facilities on the Property which are complementary and/or necessary for Landfill operations.

1.1.20. "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this AGREEMENT.

1.1.21. "RIVERSIDE COUNTY" means the County of Riverside, a political subdivision of the state of California.

1.1.22. "Regulatory Agencies" means all government agencies having jurisdiction over the construction, operation, remediation or closure of the Landfill.

1.1.23. "Site" and "Landfill Site" mean the physical location of the Landfill and other Project improvements on the Property.

1.1.24. "Solid Waste Facility" means any facility handling or processing solid

waste which requires a permit to operate under any applicable law, rule or regulation.

1.1.25. "USA WASTE" means USA Waste of California, Inc., a Delaware corporation, which is a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation.

1.2. Exhibits. The following documents are attached to, and by this reference made a part of, this AGREEMENT:

Exhibit "A" -- Legal Description of the Property.

Exhibit "B" -- Map showing Property and its Location.

Exhibit "C"—Grant Deed for Land Donated to County

Exhibit "D" -- Form of Annual Monitoring Report.

Exhibit "E" -- Schedule of Road Improvement Shares and Statement of  
Transportation-Related Conditions of Approval.

Exhibit "F" -- Conditions of Approval.

Exhibit "G" -- Gate and Waste Inspection Services

Exhibit "H" -- Authorized Vehicle Types for Non-County Waste

## 2. PRELIMINARY MATTERS

2.1. Term. The term of this AGREEMENT shall be from the Effective Date to and including January 1, 2075, and thereafter until the obligations to maintain and/or monitor the Landfill expire, unless the term is further modified or extended pursuant to the provisions of this AGREEMENT.

2.1.1. Land Use Entitlements. Termination of this AGREEMENT shall not constitute termination of any other land use entitlements approved for the Property. Upon the

termination of this AGREEMENT, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this AGREEMENT which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this AGREEMENT.

2.2. Land Subject to Agreement. The Property is subject to this AGREEMENT.

2.3. Ownership of Property. USA WASTE represents that the Property is currently owned in fee by USA WASTE.

2.4. Right to Construct and Operate. Subject to the terms of this AGREEMENT, COUNTY and USA WASTE agree that USA WASTE shall have the right to construct the Project and thereafter to operate the Landfill on the Property in accordance with, and to the extent set out in the EIR.

2.5. Site Plan. The parties acknowledge that in executing this AGREEMENT COUNTY has approved the construction, development and operation of the Landfill Site Plan, expanded Landfill and Project as defined in Section 1.1.18 hereof. Refinement and further development of the Landfill and Project may require future amendments to the Landfill Site Plan. The parties agree that any minor amendment or change to the Landfill Site Plan or Project Plan (those which are exempt under the California Environmental Quality Act or CEQA), shall be reviewed and approved by COUNTY at an administrative level to determine that such changes comply with COUNTY requirements for landfills and environmental certifications for the Project. The parties further agree that the provisions of Riverside County Ordinance No. 348 pertaining to site plan requirements shall not apply to a site plan implementing or refining the Landfill and Project

and that the decision of the Administrative Review Committee on any minor revision to the Site Plan shall be final, subject to appeal by USA WASTE under the provisions of Section 11.3.3 hereof. Changes to the Landfill Site Plan and/or Project Plan that require revisions to the Landfill's operating permits or that require additional CEQA analysis must be reviewed and approved by the Board and the appropriate regulatory agency(ies).

2.6. Project Changes.

2.6.1. Limitations, Reservations and Exceptions. Notwithstanding any other provision of this AGREEMENT and the fact that the Project is a public project, in any applications for Project Plan changes, USA WASTE agrees to advance at the time such fees are due, all processing fees and charges of every kind and nature imposed by COUNTY on a uniform county-wide basis to cover the estimated actual costs to COUNTY of processing applications for any Project Plan changes, and to comply with the following Land Use Regulations of COUNTY:

(a) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure; and

(b) Regulations governing construction standards and specifications including, without limitation, the COUNTY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

2.6.2. Modification or Suspension by State or Federal Law or by Court Judgment. In the event that State or federal laws or regulations, enacted after the Effective Date of this AGREEMENT, or the judgment of a court of competent jurisdiction would prevent or preclude compliance with one or more of the provisions of this AGREEMENT, the provisions of Section 18.4

relating to Severability shall apply.

2.7. Reservation of Police Powers. All police power and authority which cannot be legally restricted by contract under existing California law are reserved by COUNTY.

2.8. Regulation by Other Public Agencies. The parties acknowledge that other public agencies not within the control of COUNTY possess authority to regulate aspects of the Project separately from or jointly with COUNTY and this AGREEMENT does not limit the authority of such other public agencies to act separately. COUNTY agrees to use its best good faith efforts to assist USA WASTE to secure any and all permits or approvals which may be required for the development of the Project and operation of the Landfill that are within the authority or otherwise issued or granted by other governmental agencies or public utilities companies with jurisdiction over the development and operation of the Project. Any joint exercise of a regulatory authority between COUNTY and any other public agency or public utility shall be exercised by COUNTY consistent with the terms of this AGREEMENT. This AGREEMENT does not limit the authority, nor expand the duties, of the COUNTY or the Local Enforcement Agency to enforce applicable State and federal regulations.

2.9. Permits. USA WASTE obtained all necessary permits and approvals from the Regulatory Agencies having jurisdiction for operation of a Class III - Landfill, to permit a deposit in the Landfill of seventy thousand (70,000) tons of waste per week, with a daily maximum of 16,054 tons, and a total capacity of one hundred ninety-six million (196,000,000) cubic yards.

2.10. It is understood and agreed that the operation of the Property as a Class III - Landfill site shall comply with all State and federal laws, rules and regulations applicable to such establishment and operation.

2.11. Acquisition of Rights-of-Way. USA WASTE shall, at the time waste is accepted at the Landfill, have right-of-way and/or public road access to the Property and Landfill from Temescal Canyon Road. The parties have agreed that the existing access road to El Sobrante Landfill meets this requirement. USA WASTE agrees that at such time as COUNTY agrees to maintain the access road from Temescal Canyon Road to the turnaround area as described in Exhibit E, USA WASTE will dedicate that portion of the El Sobrante access road to COUNTY.

2.12. Engineering. USA WASTE shall do or cause to be done all engineering work, including without limitation, the preparation of detailed building plans and specifications for the building of the Project, including without limitation, plans and specifications acceptable to all Regulatory Agencies having jurisdiction over the Landfill or the Project.

All such plans and specifications shall be sufficiently detailed to provide for the issuance of permits for the construction of such items as are described in this AGREEMENT and where appropriate they may be subject to approval by COUNTY prior to commencement of any work. Where appropriate, all such plans and specifications shall be signed by a California Registered Civil Engineer.

2.13. Cooperation and Assistance. COUNTY shall in good faith offer every cooperation and assistance to USA WASTE in regard to USA WASTE's efforts to obtain all necessary permits and approvals, including but not limited to, providing information and testimony to the Regulatory Agencies in support of continued operation of the Site as a Class III – Landfill and the Project.

2.14. Eminent Domain. In the event USA WASTE is unable to acquire any necessary slope and grading easements or other necessary real property in order to operate the Project,

COUNTY may exercise its rights of eminent domain and immediate possession to acquire any such easements or other property. COUNTY may exercise such eminent domain and immediate possession rights prior to such time upon written notice from USA WASTE that such assistance may be necessary. In the event COUNTY exercises its rights of eminent domain, all such acquisition, and the subsequent use of such property thereafter, shall be done in accord with law. All costs in connection therewith including any condemnation awards will be paid by USA WASTE.

2.15. Approval of Plans. COUNTY may review all plans and specifications prepared by USA WASTE for construction of the Project pursuant to the provisions of this AGREEMENT.

### 3. GENERAL OPERATIONAL MATTERS.

3.1. Disposal of Solid Waste. No Non-County Waste shall be delivered to or accepted in the Landfill from any person, firm, entity or agency source determined by the California Department of Resources Recycling and Recovery ("CalRecycle") to be out of compliance with the California Integrated Waste Management Act of 1989, as amended. Solid Waste processed within Riverside County may be processed through facilities approved in accordance with the Riverside County 1989 Solid Waste Management Plan or its successor, the Riverside County Integrated Waste Management Plan (Waste Plan) if (i) the Waste Plan has been adopted, and (ii) the provisions of the Waste Plan are being applied on a uniform and consistent basis to all landfills within the COUNTY.

3.2. Changes and Amendments. The parties acknowledge that refinement and further development of the Project may require changes in the Project Plan and may demonstrate that changes are appropriate and mutually desirable. In the event USA WASTE finds that a change in the Project Plan is necessary or appropriate, USA WASTE shall apply to COUNTY for approval to effectuate such change and COUNTY shall process and act on such application in accordance with



the Existing Land Use Regulations, except as otherwise provided by this AGREEMENT. The approval shall not unreasonably be withheld. If approved, any such change in the Project Plan shall be incorporated herein as an addendum, and may be further changed from time to time as provided in this section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Project Plan may be deemed "minor" and not require an amendment to this AGREEMENT.

In connection with any change in the Project Plan, COUNTY shall approve such change if it complies with the EIR, and this AGREEMENT. COUNTY shall accept for processing, review and action all applications for changes in the Project Plan. COUNTY agrees promptly to commence and diligently to proceed to complete the review of all of USA WASTE's applications for any changes in the Project Plan during the preparation of all drawings, plans, and related documents. The staffs of COUNTY and USA WASTE shall hold regular progress meetings as needed to coordinate the preparation and review of such items. The staffs of COUNTY and USA WASTE shall communicate and consult informally as frequently as is necessary to ensure that formal submittal of any documents to COUNTY can receive prompt and speedy attention. Any disapproval by COUNTY shall state in writing and in reasonable detail the reasons for disapproval. COUNTY shall not impose conditions on the Landfill or its operation which unfairly discriminate against the Landfill as compared to other landfills. No plan, permit or approval required for the Project shall be revoked, modified or subsequently disapproved once issued by COUNTY, however, the LEA operating as an agent of the State of California is not bound by conditions with respect to future COUNTY approvals, revocations, modifications or disapprovals.

3.3. MGR Authority. Unless otherwise expressly provided for herein, the MGR is

authorized to act for and on behalf of COUNTY to administer the AGREEMENT and consent or approval of the MGR with regard to such administration shall be binding on COUNTY. The Board may at any time change the person authorized to act for COUNTY under this Section 3.3. USA WASTE may appeal decisions of the MGR to the Board.

3.4. Local Enforcement Agency Authority.

3.4.1. LEA Authority. USA WASTE and COUNTY recognize that the Local Enforcement Agency (LEA) designated by COUNTY and approved by CalRecycle shall have authority to regulate all disposal, processing and/or transferring activities at the Landfill and shall make inspections to determine compliance with all applicable laws and regulations.

3.4.2. Inspection and Monitoring. USA WASTE and COUNTY further agree that inspection and monitoring of all Solid Waste Facilities, which are involved in the flow of Waste to the Landfill, are necessary to assure themselves of compliance with the Non-hazardous Solid Waste standards for all Waste destined for the Landfill. USA WASTE and COUNTY, therefore, agree to the following:

(a) USA WASTE shall include a provision in each new contract with a supplier of Non-County Waste that:

(i) Requires the Waste supplier to have a valid permit for such operations if a permit is required;

(ii) Requires the Waste supplier to have documented procedures to determine that hazardous material and other prohibited materials are not included in the Non-hazardous Solid Waste delivered to Landfill;

(iii) Provides that the Waste supplier shall not ship

Waste from any source which has been found by a governmental agency or court having jurisdiction to be in violation of the provisions of any applicable State or federal law dealing with waste diversion to the Landfill;

(iv) Provides that USA WASTE has the right to inspect, without notice, any facility from which Waste will be delivered to the Landfill;

(v) Provides that USA WASTE may terminate or suspend any contract with any facility shipping Waste to the Landfill if USA WASTE determines that the facility is not operating in accordance with any required permit, or is not implementing its documented procedures, or that any community served by it is not meeting the provisions of any applicable State or federal law dealing with waste diversion;

(vi) Provides that Riverside County LEA and/or Department of Environmental Health personnel may inspect their facility without prior notice from time-to-time, but not more often than once in any six-month period in the absence of a substantive violation of the terms of the facility's permit; and

(vii) Requires the Waste supplier to provide a copy of the annual report to CalRecycle for AB 939 compliance to the Riverside County LEA.

(b) Prior to the initial shipment of Waste to the Landfill from a Solid Waste Facility which has not previously sent Waste to the Landfill, the LEA and/or COUNTY Department of Environmental Health shall verify that the Solid Waste Facility is (i) operating in substantial compliance with its permit, (ii) has a documented procedure to prevent hazardous materials and other prohibited materials from being shipped to the Landfill, (iii) is implementing its documented procedures, and (iv) that every community it serves is in substantial compliance in all

material respects with applicable State and federal laws dealing with waste diversion. If the LEA or the COUNTY Department of Environmental Health gives notice to USA WASTE or USA WASTE learns that a facility is not in compliance with this subsection (b) then, unless such non-compliance is cured within thirty (30) days after such notice or knowledge, no further shipments of Waste from the facility will be made to or accepted at the Landfill until the facility is in compliance.

(c) The LEA and/or COUNTY Department of Environmental Health shall have the unrestricted right to inspect at any time any and all shipments which are received at the Landfill to ensure that only Non-hazardous Solid Waste is disposed of at the Landfill.

(d) USA WASTE agrees to pay reasonable expenses incurred by LEA in inspecting and monitoring the Landfill and the Non-County Waste being deposited therein as provided in this AGREEMENT, up to the maximum amount of \$200,000.00 per year. The \$200,000.00 per year, maximum, will be adjusted each five (5) calendar years in the same proportion that the Consumer Price Index published by the United States Department of Labor changes from the same index as of the month in which the Effective Date falls. The \$200,000 per year maximum will be renegotiated in the event of extraordinary changes in the LEA oversight as result of revised regulations, natural disaster or other COUNTY emergency.

(e) USA WASTE agrees that COUNTY personnel may inspect facilities owned by USA WASTE no more than once every three months and that these inspections will include a review of the facility's load check activities, access to load check documents including load check reports, training records, and load check waste manifests. These inspections may include up to three days each of performing actual load checks at the facility using COUNTY Hazardous Waste Inspectors in an effort to judge the effectiveness of the facility's hazardous waste exclusion

efforts. These additional inspection efforts will be performed by COUNTY at no additional cost to USA WASTE.

(f) USA WASTE shall include a provision in each new and existing contract with a supplier of non-hazardous incinerator ash that includes all of the following:

(i) requires that the incinerator ash must be generated exclusively from the incineration of “Non-hazardous Solid Waste” (acknowledging that Non-hazardous Solid Waste may contain de minimis amounts of hazardous substances, which does not change its character as a Non-hazardous Solid Waste).

(ii) requires that the supplier undertake an ongoing sampling and analysis plan designed to certify that the incinerator ash is non-hazardous and non-designated to a 90 percent UCL, in accordance with applicable provisions of Title 22 of the California Code of Regulations and the sampling and analysis plan prepared by USA WASTE, as approved by the Regional Water Quality Control Board;

(iii) requires that the incinerator ash be treated or stabilized to the extent required to be classified as a “Non-hazardous Solid Waste”; and

(iv) USA WASTE agrees to work in good faith with the Regional Water Quality Control Board regarding any issues or concerns it may have with the plan.

#### **4. PAYMENTS BY COUNTY TO USA WASTE.**

##### **4.1. Payments.**

##### **4.1.1. Charge for County Waste.**

(a) Except as otherwise provided herein, COUNTY will pay USA

WASTE \$21.72 per ton for each ton of County Waste placed in the Landfill (the "Rate"). The County Waste described herein shall include County Waste delivered to the Landfill by USA WASTE for which USA WASTE paid the COUNTY's standard gate charge. The rate paid by COUNTY shall be adjusted on July 1, 2018 by a percentage equal to ninety percent (90%) of the percentage change in the CPI, All Items, for the Los Angeles/Long Beach/Anaheim Area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date, and on July 1 of each year beginning July 1, 2019, by a percentage equal to ninety percent (90%) of the percentage change in the CPI, All Items, for the Riverside/San Bernardino Area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date. COUNTY will be responsible for payment of LEA fees, gate operation cost, load check fees and State fees related to the receipt of County Waste.

(b) If there is a contract under which USA WASTE accepts more than 30,000 tons of Non-County Waste into the Landfill for disposal into the Landfill in any twelve-month period and renders no other substantial services except transportation or transfer at a disposal rate lower than that set forth in paragraph 4.1.1(a), as that rate may be adjusted from time to time, then USA WASTE shall provide COUNTY with a credit against any amounts due for acceptance of County Waste (the "billing credit") in an amount equal to the difference between the contract rate under such contract and the Rate established under paragraph 4.1.1(a), multiplied by the tons of waste received under such contract during the applicable twelve-month period. The billing credit does not apply and shall not be provided in the event that the amount received under any such contract is not more than thirty thousand (30,000) tons in any twelve-month period. The billing credit and the thirty thousand (30,000) ton threshold is specific to each such contract for Non-County

Waste, and not to all such contracts cumulatively or in the aggregate.

The rate set forth in any such contract for purposes of determining the amount of the billing credit shall be exclusive of the Import Charge paid by USA WASTE to COUNTY pursuant to Section 5.3, but is assumed to include LEA fees, gate operation cost, load check fees and State fees, and the additional Import Charge paid with respect to non-hazardous incinerator ash in accordance with Section 5.3.1.

If such a contract includes transportation in addition to disposal into the Landfill, the rate for determining the billing credit shall be the contract price from which has first been deducted an amount equal to the industry standard for the transportation involved and the Import Charge. If such a contract includes transfer in addition to transportation and/or disposal into the landfill, the rate for determining the billing credit shall be the contract price from which has also been deducted an amount for the transportation services involved, an amount for the transfer services involved (in accordance with the procedures set forth below), and the Import Charge. The deduction for transfer costs will be specific for each transfer station from which Non-County Waste is delivered to the Landfill under any contract.

1. Upon the identification of any applicable contract, the parties agree to negotiate in good faith to determine an initial rate for transfer that will be deducted from any contract, as applicable.

2. If the parties are unable to reach agreement on the amount of the initial deduction, then either party will have the right to submit the matter to arbitration by an independent waste consultant acceptable to both parties who shall examine USA WASTE's costs at transfer stations owned and operated by USA WASTE providing waste to the

Landfill.

3. Thereafter, but not more often than once every three (3) years, either party may request an adjustment to the amount of the deduction. The parties agree to negotiate in good faith on the amount of the deduction. If agreement of the amount of the deduction cannot be reached, either party will have the right to submit the matter to arbitration by an independent waste consultant acceptable to both parties who shall examine USA WASTE's costs at transfer stations owned and operated by USA WASTE providing Waste to the Landfill.

4. Contracts which require substantial services by USA WASTE other than transportation, transfer and/or disposal in the Landfill such as collection, Material Recovery Facility, etc., will not be provided any billing credit in respect of any such contract.

5. USA WASTE shall promptly supply copies of any such contract to COUNTY as provided in Section 4.1.2 hereof.

6. If the parties cannot agree on the contract rate for purposes of the billing credit under this paragraph 4.1.1(b), an independent waste consultant acceptable to both parties shall examine the contracts to determine the disposal rate of any such contract.

7. If such contract is "put or pay" or "sliding scale," the contract rate for determining the amount of the billing credit shall be determined by the price actually being paid to USA WASTE during all or a portion of the relevant twelve-month period described in subparagraph (b) above.

(c) USA WASTE shall provide COUNTY with an additional billing



credit against any amounts due to the acceptance of County Waste in the amount of one dollar (\$1.00) per ton for each ton of Non-County Waste accepted at the Landfill for disposal between the hours of 9:00 p.m. and 5:00 a.m. on Monday through Saturday, in accordance with paragraph 9.10.2. Notwithstanding the actual amount of tons delivered, but subject to the provisions of Section 9.10.3 (Unavoidable Circumstances), the additional billing credit will be in an amount not less than two thousand dollars (\$2,000.00) for each operating day between Monday and Friday (the Friday operating day expires at 5:00 am on Saturday).

(d) No Charge for Community Cleanups. Beginning on the date of execution of this AGREEMENT, COUNTY shall not be required to pay USA WASTE the rate established under Section 4 of this AGREEMENT for tons placed in the Landfill during a Community Cleanup for which the COUNTY waived the gate charge, up to an amount of eighty-three thousand seven hundred and sixty-nine dollars (\$83,769) each calendar year, which amount shall be adjusted on July 1, 2018 by a percentage equal to ninety percent (90%) of the percentage change in the CPI, All Items, for the Los Angeles/Long Beach/Anaheim Area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date, and on July 1 of each year beginning July 1, 2019, by a percentage equal to ninety percent (90%) of the percentage change in the CPI, All Items, for the Riverside/San Bernardino Area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date.

4.1.2. Notification. USA WASTE shall notify COUNTY promptly of all contracts of the kind described in Section 4.1.1 and any changes to such contracts pursuant to which Non-County Waste will be deposited in the Landfill. If the contract is a matter of public record, USA WASTE will provide COUNTY with a copy of the contract. If the contract is not a matter of

public record and USA WASTE chooses not to furnish a copy of it to COUNTY, then USA WASTE will make a copy of the contract available for review but not to be copied by COUNTY's legal counsel who will be authorized by COUNTY to verify the contract's rates and terms with the understanding that all information reviewed by the attorney is confidential and shall not be disclosed except to certify to COUNTY that the applicable rates have been correctly disclosed by USA WASTE. In all cases, USA WASTE will supply COUNTY with the price per ton which USA WASTE is charging for depositing the Non-County Waste in the Landfill under the contract as determined under Section 4.1.1 above. If the contract price per ton varies with the rate of delivery the notice will include an estimate of the rate of delivery expected under the contract. USA WASTE shall provide COUNTY with monthly summaries of tonnage of Non-County Waste received during the previous month under qualified contracts segregated by source and itemizing the amount billed under such contract for that tonnage.

In addition, COUNTY may, not more often than once each calendar year request a review of any contract that it reasonably believes may require a billing credit under paragraph 4.1.1, whether or not notification of such contract has been provided by USA WASTE.

4.1.3. Included Waste. The price for County Waste set out in this Section 4.1 will apply only to County Waste. It does not apply to Non-County Waste. USA WASTE will set the price for all Non-County Waste deposited in the Landfill.

4.1.4. No Effect on Prior Agreements. If COUNTY and USA WASTE have entered into a supplement to this AGREEMENT setting a gate rate for County Waste for a specified period of time, the price provisions of Section 4.1.1 shall not apply during such period.

4.2. Payments After Non-County Capacity is Filled. Except as otherwise provided

in Section 4.2.8, when the total of Non-County Waste in the Landfill reaches the maximum amount of Non-County Waste permitted under Section 5 before the Landfill is filled to capacity, Sections 4.1.1 to 4.1.4, inclusive, shall no longer apply and thereafter COUNTY shall bear all expenses of operating the Landfill including, but not limited to, contributions to Closure/Post-Closure funds and Closure/Post-Closure Costs. USA WASTE will operate the Landfill for COUNTY on a "cost plus a Reasonable Profit" basis, as described below in Sections 4.2.2 and 4.2.3 or other rate as may be agreed to between COUNTY and USA WASTE.

4.2.1. Closure/Post-Closure Costs Defined. Closure/Post-Closure Costs are all costs of every kind required by the EIR or for which allowance is made by regulatory agencies in computing the amount required to be contributed to a trust fund, the purpose of which is to assure the availability of funds for the proper Closure and Post-Closure maintenance and monitoring of the Landfill. In the event a similar trust fund is required by any other governmental entity the Closure/Post-Closure Costs shall also include the items used to compute the contributions to such fund. In the event no such trust fund exists or such trusts are inadequately funded, the Closure/Post-Closure Costs shall include all costs necessary or desirable to close, cover, maintain and monitor the Landfill or any portion thereof until all statutory or regulatory obligations to do so have expired.

4.2.2. Costs Defined. Costs, as used herein, means all actual costs incurred by USA WASTE related to the development, design, construction or operation of the Landfill, including reasonable administrative fees. Such costs shall not include contributions to the Closure/Post-Closure trust fund, costs or accrued liabilities which are attributable to operation of the Landfill prior to reaching the maximum allowed deposit of Non-County Waste, costs of the acquisition of WESTERN by USA WASTE not related to the development, design, construction or

operation of the Landfill (including goodwill, customer lists, or attorney and consultant fees), COUNTY capital expenditures in the existing landfill which were necessary or required expenditures pursuant to the FIRST AGREEMENT, or capital expenditures which COUNTY has not approved in advance. As provided in Section 4.2.6, COUNTY will separately contribute to the Closure/Post-Closure trust.

4.2.3. Reasonable Profit Defined. Reasonable Profit as used herein means twenty percent (20%) of cost as defined in Section 4.2.2.

4.2.4. Costs-Payment. Billing will be made monthly for services under this Section 4.2 and payment shall be made by COUNTY within thirty (30) days after billing by USA WASTE.

4.2.5. No Further Tonnage Payments by COUNTY. Upon the upper limit for Non-County Waste being reached, payments by COUNTY for County Waste will stop and be replaced by the provisions of this Section 4.2.

4.2.6. Closure/Post-Closure Costs - Payment. COUNTY will continue to contribute to the Closure/Post-Closure trust or trusts as required by law. COUNTY will make such payments in respect of County Waste as required. To the extent such funds are available, Closure/Post-Closure Costs will be paid from trust funds. In the event trust funds are not available or are insufficient, COUNTY will pay such costs to the extent they relate to County Waste deposited after the Non-County Waste limit was reached and USA WASTE will pay such costs to the extent they relate to Waste deposited in the Landfill prior to the limit for Non-County Waste being reached.

4.2.7. Cost Records. During such time as this Section 4.2 is in effect, USA WASTE shall keep full, true and correct records of all costs connected with the Landfill and its

operations and shall make such records available to COUNTY. COUNTY may request and will be furnished such substantiation of all costs and billings which COUNTY may reasonably require from time to time.

4.2.8. Increase in Non-County Capacity. At such time as the daily amount of Non-County Waste being deposited in the Landfill makes it appear that the total amount of Non-County Waste will reach the maximum total amount of Non-County Waste permitted under this AGREEMENT within fifty-four (54) months, USA WASTE will notify COUNTY in writing of the estimated date when such maximum will be reached. Within one hundred eighty (180) days after receiving such notice, COUNTY may increase the total amount of Non-County Waste which USA WASTE may deposit in the Landfill in which event Section 4.2 shall not become effective until the new Non-County Waste limit is reached.

4.3. Interest. All sums to be paid under this Section 4 shall bear interest at the rate of ten percent (10%) per annum from thirty (30) days after the end of the month in respect of which payment is due until paid.

4.4. Payments to USA WASTE. On or before the 30th day of each month COUNTY shall pay over to USA WASTE all amounts due USA WASTE in respect of County Waste for the previous month. USA WASTE will bill all haulers of Non-County Waste.

**5. NON-COUNTY WASTE DEPOSITS, LIMIT AND PAYMENT.**

USA WASTE shall have the right to deposit Non-County Waste in the Landfill subject, however, to the following limitations.

5.1. Upper Limit on Total Amount of Non-County Waste. In no event shall the total

amount of Non-County Waste deposited in the Landfill by USA WASTE exceed the permitted capacity of the expanded Landfill less 52,320,000 tons or 40% of total Landfill volume, whichever is greater.

5.2. Upper Limit on Daily Deposit of Non-County Waste. Except upon agreement of the Administrative Review Committee, USA WASTE shall not enter into a contract or contracts for the disposal of Non-County Waste into the Landfill that individually or collectively obligate USA WASTE to dispose of more than 42,000 tons of Non-County Waste into the Landfill in any week.

Notwithstanding the above, in no event shall the total amount of Non-County Waste deposited in the Landfill in any day exceed the maximum daily deposit of Waste permitted less the amount of County Waste deposited on that day as provided in Section 6. In addition, except as provided below, the total amount of Non-County Waste deposited in the Landfill in any calendar week (Monday thru Sunday) shall not exceed 52,500 tons.

(a) At such time as deposits of County Waste into the Landfill are less than 75,250 tons in any calendar month, USA WASTE may redirect County Waste to the Landfill that would otherwise be delivered to a COUNTY owned and operated landfill in accordance with Section 6.1 on a ton for ton basis during only the succeeding calendar month to make up for any shortfall. In the event that tonnage available under Section 6.1 is less than the aforementioned shortfall, no additional County Waste is required to be delivered to the Landfill. USA WASTE's obligations under Section 6.1 shall be deemed modified in accordance with the provisions of this paragraph.

(b) At such time as deposits of County Waste into the Landfill in any twelve (12) month period are less than 700,000 tons (including those tons redirected to the Landfill in accordance with

the above paragraph), USA WASTE's right to deposit Non-County Waste in the Landfill shall thereafter not be subject to the limitation provided in the second paragraph of this Section 5.2; provided, however, that in the event that thereafter deposits of County Waste into the Landfill in any twelve (12) month period reach 700,000 tons or more, USA WASTE's acceptance of Non-County Waste shall be limited to those amounts provided in the second paragraph of this Section 5. 2.

5.3. Payment for Non-County Waste. For and in consideration of the mutual undertakings of the parties hereunder, USA WASTE agrees that COUNTY share in the money to be received by USA WASTE for depositing Non-County Waste in the Landfill. Accordingly, USA WASTE will pay COUNTY an "Import Charge" in an amount no less than twelve percent (12%) and no greater than seventeen percent (17%) of the Base Disposal Fee charged by USA WASTE for the deposit of Non-County Waste into the Landfill (the "Percentage Rate"), or \$3.00 per ton of Non-County Waste delivered to the Landfill, whichever is greater. The Percentage Rate applied to each invoice or payment for delivery of waste will be determined by the level of the Base Disposal Fee as provided in the invoice in accordance with the table below, and the amount payable to COUNTY will be calculated by multiplying the Base Disposal Fee as provided in each invoice by the applicable Percentage Rate.

For each invoice, the Percentage Rate shall be based upon the level of the Base Disposal Fee, as follows:

Base Disposal Fee	Percentage Rate
\$0.01 - \$25.00	12% (\$3.00 per ton minimum applies)
\$25.01 - \$32.00	12% (\$3.00 - \$3.84 per ton)

\$32.01 - \$39.00	13% (\$4.16 - \$5.07 per ton)
\$39.01 - \$46.00	14% (\$5.46 - \$6.44 per ton)
\$46.01 - \$53.00	15% (\$6.90 - \$7.95 per ton)
\$53.01 - \$60.00	16% (\$8.48 - \$9.60 per ton)
\$60.01 and up	17% (\$10.20 and up per ton)

In addition to the above payments, USA WASTE will be responsible to pay State fees for Non-County Waste. LEA fees and charges, COUNTY gate operation costs and load check costs will be pro-rated between the parties in proportion to tonnage. Such charges will be based on COUNTY's actual and reasonable costs.

USA WASTE shall invoice each person delivering waste to the Landfill under contract at least monthly. Each invoice will contain at a minimum the following information: Base Disposal Fee, State Integrated Waste Management Fee, Other Fees (Specified), Riverside County Import Charge, and the Total Due. For customers delivering Non-County Waste to the Landfill without a contract, pursuant to Section 9.18.3 (Posted Rate), USA WASTE and the COUNTY shall cooperate to determine the Base Disposal Fee for such delivery.

For purposes of this section, "Base Disposal Fee" shall mean the rate per ton charged by USA WASTE for the deposit of Non-County Waste into the Landfill as contained in the invoice, less (i) the Import Charge and (ii) all federal, state or local taxes, fees, exactions, donations, special taxes, or any other payments assessed on a volume or tonnage basis and specifically applied to the Landfill or that apply to landfill or landfill operational criteria. The COUNTY gate operation costs and load check costs, LEA fees and charges, corporate income taxes, and property taxes shall not be



deducted. To the best knowledge and belief of USA WASTE, the federal, state or local taxes, fees or exactions applicable as of the Effective Date are: the State Integrated Waste Management Fee.

COUNTY will be authorized to have electronic access to USA WASTE's billing system to retrieve invoicing information at any time for any person delivering waste to the Landfill, including affiliates of USA WASTE.

5.3.1. Non-County Non-hazardous Incinerator Ash. The per ton Import Charge for Non-County non-hazardous incinerator ash shall be the amount otherwise provided for in this Section, established on the basis of the Base Disposal Fee, plus two dollars (\$2.00). In addition, the fee paid by the supplier of Non-County non-hazardous incinerator ash shall be considered as a fee for disposal for purposes of calculating the Import Charge, regardless of whether the incinerator ash is utilized by the Landfill in a manner that is not considered disposal, or is considered as diversion, under applicable law or regulations.

5.4. Time of Payment. USA WASTE shall pay COUNTY amounts due in respect of Non-County Waste deposited in the Landfill within thirty (30) days after the end of the month in which such Non-County Waste was deposited in the Landfill. Amounts payable shall bear interest at ten percent (10%) per annum from the due date until paid.

**6. LIMIT OF COUNTY WASTE DEPOSITS.**

Subject to compliance with the requirements of laws, regulations or permits applicable to the Landfill, and provided COUNTY pays to USA WASTE the amount set out in Section 4.1.1(a), USA WASTE shall accept County Waste in the Landfill in an amount not to exceed five thousand (5,000) tons per day (TPD) on Monday through Friday operating days (the Friday

operating day expires at 5:00 am on Saturday), three thousand (3000) TPD on Saturday operating days, and five thousand (5,000) TPD on Saturday operating days following a County landfill holiday. USA WASTE may accept additional amounts of County Waste. USA WASTE and County shall monitor and communicate as needed to manage the inflow limits to achieve compliance with both daily disposal limits contained in Landfill's permit and this AGREEMENT. Notwithstanding the provisions of Section 9.18.1, USA WASTE shall, with respect to County Waste, provide priority to County Waste originating from jurisdictions located in the Western Corridor of Riverside County. These jurisdictions include Corona, Norco, Lake Elsinore, Canyon Lake, Murrieta, Temecula and surrounding unincorporated Riverside County. Also, notwithstanding the provisions of Section 9.18.1, County shall not modify existing contracts for mandatory delivery of County Waste to the Landfill without obtaining advice on its impact to these provisions from USA WASTE.

6.1. Delivery of County Waste to COUNTY Owned or Operated Landfills. USA WASTE agrees to deliver not less than ten thousand nine hundred and sixty-six (10,966) tons of County Waste per calendar month from its Moreno Valley Transfer Station to a landfill owned or operated by COUNTY. USA Waste will notify COUNTY as soon as possible when information about tonnage being delivered to the COUNTY landfill is available that would be helpful for the landfill site staff to know as they operate the facility (for example, an inordinate amount of one waste type, unusually high daily peak, etc.). The amount of Waste delivered by USA WASTE will be reviewed by the parties at the end of each calendar quarter, with additional amounts to be delivered by USA WASTE in the succeeding calendar month to make up for any shortfalls in meeting the monthly minimum requirement during the prior calendar quarter. On July 1<sup>st</sup> of each year during the

term of this AGREEMENT, the monthly minimum requirement will be increased by two and one-half percent (2½%), until the monthly minimum requirement reaches 13,000 tons per calendar month, at which time annual increases will cease.

**7. ADDITIONAL PAYMENTS BY USA WASTE.**

7.1. Payment by USA WASTE. USA WASTE shall make the following payments:

7.1.1. State and Federal Financial Assurances/Insurance Programs. USA WASTE shall maintain all required financial assurances and/or insurance programs and pay all fees now required or which in the future may be required by State or federal law or regulatory programs for operation of a landfill including, but not limited to, those established under the provisions Title 27, California Code of Regulations (closure and post-closure maintenance, reasonably foreseeable releases, and operating liability insurance).

7.1.2. Insurance. USA WASTE shall procure and pay the premium for comprehensive general liability insurance in the minimum amount of \$10,000,000.00 for the Landfill which policy shall name COUNTY as additional insureds and shall furnish to COUNTY a certificate of such insurance.

USA WASTE certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for worker's compensation and agrees to comply with such laws during the term of this AGREEMENT.

7.1.3. Payment to County for Import Restriction. In accordance with the EXISTING SECOND AGREEMENT, USA WASTE paid \$3,650,000 to COUNTY in consideration of the COUNTY'S agreement to restrict its own imports as provided in Section 10.1.2. A portion

(\$150,000) was placed in a trust account for use by the County for local mitigation projects in areas surrounding the Landfill, as recommended by the Citizens Oversight Committee.

7.2. Limitation on Export of County Waste. USA WASTE agrees not to export County Waste to a landfill not owned or operated by COUNTY other than the Landfill without first offering to COUNTY to bring said County Waste to the Landfill or to a COUNTY owned or operated landfill on the same terms and conditions allowing for cost of transportation as USA WASTE has been offered by a landfill outside Riverside County and holding said offer open for a minimum of thirty (30) days.

7.3. Entire Economic Benefits. If the Board, while this AGREEMENT is in effect, imposes any additional fees, exactions, donations, special taxes or any other payments, which are specifically applied to this Landfill or apply only to landfills or landfill operational criteria, excluding LEA fees and charges after the Effective Date (hereafter "Additional Regulatory Costs"), and USA WASTE pays such Additional Regulatory Costs, USA WASTE shall be entitled to offset such Additional Regulatory Costs against the payments next occurring under Section 5 except \$1.00 per ton thereof designated for multi-species habitat acquisition and management under Section 8.8. Any amount not offset within one year after such additional taxes or fees have been paid may be carried forward and offset in subsequent years.

**8. FACILITIES TO BE CONSTRUCTED BY USA WASTE.**

All construction and site preparation for the Project shall be provided by USA WASTE and shall include, but will not be limited to, the specific items listed below.

8.1. Landfill Site. USA WASTE shall prepare the Site for acceptance of Class III

waste in accord with the requirements of the Regulatory Agencies. It is understood and agreed that such preparation shall be of a continuing nature and the preparation required of USA WASTE under this section may be limited to only that portion of such Site as is necessary to accept Waste.

8.2. Gate Facilities. USA WASTE shall supply and maintain a gate fee collection booth with at least two (2) fee collection stations. The booth shall, as a minimum, be constructed and furnished as in COUNTY landfills. The collection booth shall be located so as to expedite the transaction between the fee collector and the customer. The booth shall be attractively painted and the entrance area around the booth and scales attractively landscaped.

8.3. Present Gate Facilities. The parties agree that the present gate facilities at the El Sobrante Landfill meet the requirements of Section 8.2.

8.4. Scales. USA WASTE shall supply and maintain two (2) scales with electronic output compatible with COUNTY's computerized gate fee collection system. When the daily average tonnage exceeded 4,000 tons per day for any month USA WASTE installed and thereafter has maintained a third scale. A fourth scale may be added as traffic requires as determined by USA WASTE. The COUNTY shall provide and maintain the computer system and associated hardware including disk drives and ticket printers. The COUNTY shall also provide all weight tickets.

The scales shall meet all State requirements for design approval and accuracy for State certified scales. USA WASTE shall obtain the State of California certification for scale accuracy. Required checks for accuracy arranged by USA WASTE will be made by the State and/or County Department of Weights and Measures.

8.5. Electric Generating and Yard Trimmings Facilities

8.5.1. USA WASTE shall operate the electric generating facility and the yard trimmings facility in accordance with applicable law, and shall obtain all required permits.

8.5.2. The following conditions regarding the yard trimmings facility will apply:

(a) USA WASTE agrees that it will not accept yard trimmings self-hauled by residents or businesses to the facility, self-hauled by commercial landscapers, or from commercial haulers other than USA WASTE. USA WASTE agrees that it will not accept yard trimmings originating from outside of the City of Corona, the City of Norco, and surrounding unincorporated areas of Corona and Norco. However, USA WASTE may change the source areas or types of accounts from which it accepts yard trimmings, in accordance with the procedures set forth in Section 11.3 of the AGREEMENT.

(b) Operating hours for grinding activities shall be limited to 8:00 am to 5:00 pm, Monday through Saturday.

8.5.3. Future expansions of the electric generating facility may require additional amendments to the AGREEMENT, to the extent required or permitted by the AGREEMENT, which may or may not include, but not be limited to, a revenue sharing arrangement that considers the gross revenue resulting from the production and retail sales of electricity, liquefied natural gas or other products with marketable value produced from landfill gas, and the capital investment, operating cost, and potential return on investment to USA WASTE or COUNTY.

8.6. EIR Compliance. All operations and construction will at all times comply with the terms and conditions of the EIR.

8.7. Construction.

8.7.1. General. USA WASTE shall be responsible for the design, construction and maintenance of the Site including, but not limited to, on-site access roads, traffic control facilities, flood control and drainage works, buildings, fencing, onsite conveniences, and other facilities necessary and required of a solid waste disposal facility. All construction will be in accordance with applicable County and State codes.

8.7.2. Standard Specifications. USA WASTE shall use the Standard Specifications for Public Works Construction by Southern California Chapter American Public Works Association and the Southern California District Associated General Contractors of California Joint Cooperative Committee, more commonly known as "Green Book," as the specifications for the construction of those elements of the Project to which it applies. All construction work performed under this Agreement shall be performed in strict accordance with appropriate provisions of that publication, as last revised, except as modified by this Agreement or as may be superseded by local ordinance.

8.7.3. Flood Control and Drainage. The design of flood control and drainage facilities on the Site shall conform to provisions and standards of the Riverside County Flood Control and Water Conservation District.

8.7.4. Government Code - Solid Waste Management Act. In the event of any proposed changes in the Project Plan, the landfill design standards shall be governed by the provisions of the California Integrated Waste Management Act of 1989, as amended, and regulations promulgated thereunder in effect at the time of any such change.

8.7.5. Water Quality. The California Regional Water Quality Control Board - Santa Ana Region (RWQCB-SAR) is responsible for the protection of water resources in the Santa Ana Region. Site plans will be subject to their review and requirements.

8.7.6. Air Quality. The South Coast Air Quality Management District (SCAQMD) is responsible for protection of the air quality. Construction plans will be subject to their review and requirements.

USA WASTE shall maintain its Policies and Procedures Manual at the Landfill to require that all heavy construction and operating equipment at the Landfill shall not idle for longer than fifteen (15) minutes.

8.8. Donations of Land and Money for Biological Mitigation. In accordance with the EXISTING SECOND AGREEMENT, USA WASTE has donated the parcel of land described on Exhibit "C" hereto to COUNTY for use as a multi-species habitat preserve. RIVERSIDE COUNTY agrees to utilize one dollar (\$1.00) for multi-species habitat acquisition and management for each ton of Non-County Waste for which USA WASTE pays as provided in Section 5. COUNTY shall have no further obligation or liability hereunder regarding Biological and Habitat Mitigation.

**9. OPERATION OF LANDFILL.**

USA WASTE shall operate the Landfill and maintain the Site as provided in the EIR including, but not limited to, the specific items listed below.

9.1. Maintenance of Improvements. USA WASTE shall maintain all real property improvements on the Site, including signs, and shall repair or replace any fencing which is damaged.

USA WASTE may construct and maintain any additional facilities,



improvements, buildings and signs within the Site required for USA WASTE's convenience and which are consistent with the Landfill Site Plan and EIR.

9.2. Access Roads, Haul Roads and Service Roads. It shall be USA WASTE's responsibility to build and maintain all roads required on the Property for purposes of transporting refuse to the actual point of disposal, or transporting earth materials for fill within the Site, and such other roads as may be required for its convenience.

9.3. Access to Tipping Area. USA WASTE shall take reasonable measures to build and maintain the deck surface of the active Landfill area level and reasonably free from potholes or depressions so that vehicles may have clear and safe access to the tipping areas at all times. In the event a "tipper" is installed at the Landfill no distinction will be made in its use between Non-County Waste and County Waste.

9.4. Signs and Traffic. USA WASTE shall maintain all existing and future signs on the Landfill in a clean and readable condition. USA WASTE shall provide and maintain signs for the convenience of the vehicles using the Landfill and for safe and efficient traffic flow to and from the tipping area.

9.5. Drainage. USA WASTE shall maintain all drainage channels to assure their proper function during rainfall periods. Positive drainage around and over the refuse shall be maintained to avoid ponding and erosion of the fill. Drainage shall be maintained as required by the Regulatory Agencies.

9.6. Security. USA WASTE shall provide reasonable security measures for the protection of equipment, scales and gate fee booth.

9.7. Liquid Waste. USA WASTE will not accept Liquid Waste.

9.8. Unacceptable Waste. Neither USA WASTE nor the COUNTY shall permit disposal at the Site of any Waste or other materials except those permitted by a Class III landfill facility permit. It is recognized that some non-approved materials including hazardous wastes may occasionally be unloaded at the Site by users thereof. Both USA WASTE and COUNTY shall train their respective employees to recognize such unacceptable waste and to observe procedures for the identification of unacceptable waste. In the event unacceptable waste is deposited at the Site, it shall be removed by USA WASTE. COUNTY and USA WASTE shall also use all available enforcement methods to have the depositor and/or generator of such unacceptable waste remove it or pay the cost of removal and proper disposal.

9.9. Measurement of Volume. At the request of COUNTY but not more often than once in any twelve (12) month period, the volume of Waste deposited in the Landfill shall be determined by USA WASTE by appropriate methods; provided, however, that once USA WASTE has given notice under Section 4.2.8 that the amount of Non-County Waste is approaching its upper limits, COUNTY may require USA WASTE to measure the volume once each six months if USA WASTE has deposited Non-County Waste in the Landfill during that six month period. The density of the in-place Waste shall be determined based on the volume measurements and the weight of the incoming waste as determined by the scales and gate records. These methods, volume and density calculations shall be submitted to the MGR for review.

9.10. Hours of Operation; Avoidance of Peak Traffic Hours.

9.10.1. Hours of Operation. Operations may be conducted twenty-four (24)

hours per day. The gate may remain open for acceptance of material for a continuous period of twenty-four (24) hours per day Monday through Sunday, with the exception of County landfill holidays, unless mutually agreed upon by USA WASTE and the MGR. USA Waste shall provide COUNTY with 30 days' written notice prior to implementing proposed changes to the hours that the gate is open.

9.10.2. Avoidance of Peak Traffic Hours: After-Hours Waste Acceptance Commitment. In addition to other requirements related to the transportation of Non-County Waste, USA WASTE will use commercially reasonable efforts to schedule long haul transport vehicles delivering Waste so as to utilize off-peak traffic hours for transportation. In addition, USA WASTE agrees to receive at the Landfill not less than two thousand four hundred (2,400) tons of the permitted daily tonnage of Waste between 9:00 p.m. and 5:00 a.m. of each operating day falling on Monday through Friday, excluding County holidays, of which not less than two thousand (2,000) tons must be Non-County Waste. For purposes of this provision, the Friday operating day is deemed to be completed at 5:00 a.m. on Saturday.

9.10.3. Unavoidable Circumstances. In the event USA WASTE temporarily cannot meet its after-hours Waste acceptance commitment as required in Section 9.10.2 due to conditions or circumstances beyond its control, such as force majeure, documented freeway closures, adoption of statutes, ordinance, or regulations by a governmental body, or court order, it shall not thereby be deemed in default; provided, however, that USA WASTE shall, in all such events resume its after-hours Waste acceptance commitment immediately upon resolution of said circumstance.

9.10.4. Excavation and liner construction activities. Existing and future

excavation and liner construction activities in new Landfill cells shall be allowed to occur from 7:00 a.m. to 10:00 p.m. Monday through Saturday, with the following restrictions:

(a) the conveyor belt system shall not be located less than 295 feet from residences; and

(b) excavation and liner construction of new Landfill cells within ten (10) feet of the top of slopes will be limited to the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday.

9.11. Unavoidable Closure. In the event USA WASTE temporarily cannot operate the Site as required by this Agreement as a result of conditions beyond its control, such as force majeure, severe weather or landslide on the access road, it shall not thereby be deemed in default; provided, however, USA WASTE shall, in all such events, use its reasonable best efforts to resume operations as soon as reasonably possible.

9.12. Late Gate Personnel. In the event COUNTY's operators at the gate are not on duty within fifteen (15) minutes after the scheduled opening of the gate, USA WASTE may open the gate to admit waiting trucks keeping such temporary records as may be convenient under the circumstances.

9.13. Personnel. USA WASTE shall assign personnel to perform operations on the Site on such days and during such hours as refuse is being delivered and disposed as may be required to assure a smooth and efficient operation. USA WASTE shall assign adequate qualified personnel to operate equipment and direct traffic to the proper disposal area. Personnel shall be provided with operating and safety training on landfill procedures and operations.

A representative of USA WASTE shall be present at the Site at all times that any operations are being conducted thereon. USA WASTE shall file with the MGR the names, addresses, and telephone numbers of representatives who can be contacted at any time. These representatives must be fully authorized and equipped to respond to reasonable requests of the MGR.

9.14. Equipment. It is the intent hereof to ensure that adequate numbers and types of equipment suitable for heavy-duty service in connection with the daily refuse compacting and dirt covering operation are utilized by USA WASTE. The equipment utilized must be suitably designed and built for use in sanitary landfilling operations. USA WASTE shall properly protect the equipment and place it in the charge of competent operators.

9.15. Equipment Maintenance and Repair. All equipment shall be repaired and maintained by USA WASTE. USA WASTE shall have available sufficient equipment to permit prompt resumption of operations in event of equipment breakdown or increased volumes of material which needs to be landfilled. The intent of this requirement is that there will be sufficient equipment available to comply with the requirements of this Agreement.

9.16. Safety. In the event conditions arise which create a condition hazardous to the public, USA WASTE shall furnish, erect and maintain such fences, barricades, lights, signs and other devices, and take such other protective measures as are reasonably necessary to remedy such condition.

9.17. Site Accessibility and Inspection. USA WASTE shall at all reasonable times allow authorized COUNTY, State and federal officials to come upon the Site for any reasonable purpose, including inspection, or official tours. Upon arrival of any such official(s) at the gate,

COUNTY's representatives shall immediately inform USA WASTE's onsite representative of such arrival. During the inspection or other tour of the Site by such official(s), USA WASTE's representative shall be entitled to accompany such official(s). COUNTY shall give at least twenty-four (24) hours' advance notice of any official tour excluding regulatory inspections. In no event will such inspection or tour be allowed to interfere with operation of the Landfill.

Inspection of the work by COUNTY shall not relieve USA WASTE of any obligation to perform under this Agreement.

9.18. Non-Discrimination of Customers

9.18.1. Equal Service. USA WASTE and COUNTY shall not by act or omission show partiality to any haulers of County Waste to the Site, but shall provide equal service to any and all such haulers pursuant to the terms and conditions of this Agreement and applicable regulations and standards. Subject to the provisions of this Agreement, except for emergency physical conditions, COUNTY shall not restrict or restrain any hauler from disposing of County Waste at the Landfill; provided, however, that during periods in which the provision in Section 10.2 is applicable, haulers with pre-existing contracts with COUNTY which have prices lower than the price being charged by USA WASTE to COUNTY, may be directed to other landfills.

9.18.2. Non-Discriminatory Contracts for Non-County Waste. To the extent there is unused daily tonnage capacity for Non-County Waste at the Landfill, USA WASTE will make such unused daily tonnage available by contract to hauling companies and public entities wishing to bring Non-County Waste to the Landfill. All such contracts shall be on a uniform and non-discriminatory basis for the type of service provided, taking into account present and predicted

daily tonnage rates, the amount of Non-County Waste involved, the amount of the commitment to supply Waste, the term of such commitment, market rates for landfill disposal and other factors reasonably considered in the landfill industry in pricing waste disposal. All such contracts will fully comply with the terms and conditions of this Agreement.

9.18.3. Posted Rate for Non-County Waste. USA WASTE shall provide COUNTY with a posted rate for Non-County Waste which posted rate shall be charged by COUNTY in the event COUNTY allows Non-County Waste to be admitted to the Landfill without being subject to a contract with USA WASTE as provided in Section 10.1.1. Said posted rate will be set by USA WASTE based on reasonable market factors but will in no event be less than COUNTY's posted rate for County Waste.

9.19. Labor Matters.

9.19.1. Strike. In the event of a labor strike, USA WASTE shall use its best efforts to keep the Landfill open to waste haulers and the public, and to operate it in accordance with this Agreement unless a mutually acceptable disposal alternative is agreed upon between USA WASTE and the MGR.

9.19.2. Strike Assistance. In the event of any labor dispute resulting in a strike which, in spite of the reasonable efforts of USA WASTE to resolve, adversely affects the operation of the Site and its service, COUNTY shall, upon request of USA WASTE, use all reasonable means legally available to it for the purpose of keeping the Site in operation so as to protect the public health, safety and welfare.

9.20. Permits. USA WASTE shall be responsible for maintaining all permits or other

approvals required for the operation of the Site and Landfill.

9.21. Changes in Operation. USA WASTE shall not make any change in its operation of the Site which is materially different than the Project described in the EIR and this Agreement without the prior written approval of the MGR which shall not be unreasonably withheld.

9.22. Salvage Rights. At all times during the term hereof, USA WASTE shall have all rights to the salvage of materials of every kind from the Site, in accordance with the conditions included within the Solid Waste Facility Permit, and State and Federal regulations.

9.23. Riverside County Waste Processed Out of COUNTY. USA WASTE shall not transport County Waste outside COUNTY for processing without first giving notice to the MGR and the LEA representative. The residue from all such Waste shall be treated as County Waste and, except as provided in Section 7.2 above, all such Waste shall be delivered to the Landfill.

9.24. Non-County Waste Hauling. Non-County Waste shall be delivered to the Landfill only in equipment owned by USA WASTE or entities under contract with USA WASTE. Non-County Waste shall be delivered to the Landfill only in large transfer type trucks and trailers and no collection vehicles will be used to deliver Non-County Waste to the Landfill (refer to Exhibit "H" for a list of authorized vehicle types).

## 10. PERFORMANCE BY COUNTY.

10.1. Non-County Waste. COUNTY agrees to the following conditions with respect to COUNTY acceptance of Non-County Waste:

10.1.1. Acceptance of Non-County Waste from USA WASTE. COUNTY will not accept Non-County Waste into the Landfill except under one of the following conditions:



(a) USA WASTE is the hauler, or

(b) The hauler has a written contract with USA WASTE to deposit the

Non-County Waste in the Landfill, or

(c) On the day, such Non-County Waste is accepted, there is tonnage dumping capacity available under the existing permits which neither COUNTY nor USA WASTE will utilize, and

(i) The Non-County Waste meets all of the requirements of the Agreement and all applicable permits, and

(ii) Prior to the Non-County Waste being accepted into the Landfill, the hauler pays the full posted rate for Non-County Waste set by USA WASTE under Section 9.18.3, and

(iii) COUNTY keeps full, true and correct information as to the identity of the hauler, the weight of the Non-County Waste, the source of the Waste and the time it is allowed into the Landfill, and

(iv) All amounts collected from such non-contracting haulers of Non-County Waste is paid to USA WASTE by COUNTY with other amounts payable to USA WASTE under Section 4.4, above.

10.1.2. Limit on County Imports. Up to and including December 31, 2021, COUNTY will not accept more than 225,000 tons of Non-County Waste into all COUNTY owned or operated landfills combined in any calendar year, and COUNTY will limit its acceptance of Non-County Waste into COUNTY owned or operated landfills except as provided in subsection 10.1.2(a),

below. Commencing on January 1, 2022 and for the remaining term of this Agreement, COUNTY will not accept more than 195,000 tons of Non-County Waste into all COUNTY owned or operated landfills combined in any calendar year beginning on January 1, 2022 except as provided in subsection 10.1.2(a), below.

(a) At such time as USA WASTE (i) has deposited 2,000,000 tons or more of Non-County Waste in the Landfill in any twelve (12) month period or (ii) has entered into a contract or contracts for the deposit of Non-County Waste into the Landfill that individually or collectively obligate USA WASTE to deposit the equivalent of more than 5,800 tons of Non-County Waste into the Landfill in any day, either of which event shall be referred to as the "Practical Maximum Amount", COUNTY's right to deposit Non-County Waste in COUNTY owned or operated landfills shall thereafter not be subject to the limitation provided in this Section 10.1.2; provided, however, that in the event USA WASTE's deposits of Non-County Waste in the Landfill thereafter drop below the Practical Maximum Amount permitted to USA WASTE, (i) COUNTY may not then increase the amount of Non-County Waste COUNTY is accepting until and unless the amount of Non-County Waste again reaches the Practical Maximum Amount of Non-County Waste which USA WASTE can deposit in the Landfill, and (ii) COUNTY's acceptance of Non-County Waste shall be limited to those amounts provided in Sections 10.1.2, above, and Waste being received under contracts entered into while this Section 10.1.2(a) was in effect provided that acceptance of Waste under such contracts stops after five (5) years unless USA WASTE is again depositing the Practical Maximum Amount.

10.1.3. County Charge for Imports. The COUNTY charge for Non-County

Waste shall not be less than the amount per ton payable by USA WASTE in respect of Non-County Waste under Section 5.3 above plus the lowest COUNTY contract price between the COUNTY and any City or hauler for County Waste at the Landfill or COUNTY's cost per ton at the Landfill.

10.1.4. Penalty for Exceeding Import Limit. In the event COUNTY were to violate the terms of Section 10.1.2, USA WASTE would be damaged but the amount of damages would be difficult or impossible to ascertain. The parties have therefore agreed that twenty percent (20%) of the amount received for such tonnage is a reasonable estimate of the damages which USA WASTE would suffer and have agreed on said amount as liquidated damages payable by COUNTY to USA WASTE for each ton of Non-County Waste accepted by COUNTY, (i) up to and including December 31, 2021, in excess of 225,000 tons in any calendar year in violation of Section 10.1.2, or (ii) commencing on January 1, 2022, in excess of 195,000 tons in any calendar year beginning on January 1, 2022.

10.1.5. Special Conditions for Exceeding Import Limit. Notwithstanding the foregoing provisions of this Section 10.1, COUNTY may elect to accept Non-County Waste before USA WASTE reaches its practical maximum amount of Non-County Waste without regard to the foregoing limitations provided it (a) grants to USA WASTE the right to set the price which COUNTY pays to USA WASTE for County Waste without regard to the provisions of Sections 4.1.1, which section will be deleted, and (b) agrees to allow USA WASTE to contract directly with haulers of County Waste for County Waste.

10.2. Uniform COUNTY Charges. Except as provided in Section 10.1.5 above, the price which COUNTY charges for all County Waste brought into the Landfill will be set by

COUNTY in accordance with its standard practices for establishing such fees for the County solid waste disposal system. The price which COUNTY charges for County Waste at the Landfill shall not be more than the lowest price which COUNTY charges for County Waste at any gated COUNTY owned or operated landfill; provided, however, that if COUNTY can prove that the price charged at COUNTY landfills is not below COUNTY's own cost, COUNTY shall not be required to set a lower price at the Landfill than the price which USA WASTE charges COUNTY thus creating differential pricing within the County Landfill System. USA WASTE will pay COUNTY a fee at the gate for County Waste delivered to the Landfill by USA WASTE which is the same as the fee paid at the gate by any other hauler of County Waste. Any failure by USA WASTE to make such payment shall be a material breach of this Agreement and shall be enforceable by COUNTY by any remedy provided herein for any such breach including, but not limited to, injunctive relief.

10.3. Operation of Gate. COUNTY shall operate the Site gate, scales and fee booths, including, without limitation, the providing of all labor and materials in regard thereto and in accordance with Section 9.10.1 "Hours of Operation." Such operation shall be for all hours and days the Site is open for acceptance of Waste. In addition, operation of the Gate House and the allocation of costs for such operations shall be performed in accordance with Appendix A to the MEMORANDUM OF UNDERSTANDING BETWEEN RIVERSIDE COUNTY WASTE MGMT DEPT AND USA WASTE OF CALIFORNIA, INC. executed September 1, 2006 (attached as Exhibit "G").

10.4. Fee Collection. The COUNTY shall collect, count and account for all appropriate County Landfill gate fees from each user at the Site. All such fees shall be collected in

accordance with this Agreement. All vehicles that enter the Site must be accounted for, including those of visitors, USA WASTE's employees, representatives, contractors and COUNTY vehicles.

All vehicles carrying Waste into the Site must be identified by COUNTY and a determination made as to whether they carry County Waste or Non-County Waste and the amount of tonnage. Those facts must be noted on the gate fee ticket.

COUNTY will keep the gate fee tickets for a period of three (3) years or as may be required under any applicable law, rule or regulation, and make these tickets or copies thereof available to USA WASTE upon request. On or before the tenth day of each month the COUNTY will provide USA WASTE with a detailed report on all gate fee transactions made during the previous month and will provide a daily tonnage count following the close of each business day. Such reports will include the number and types of vehicles, and the tons of refuse of various types as a basis for the statement and payment to USA WASTE as provided in this Agreement. USA WASTE shall have the right, at all reasonable times, and at its expense, to examine, evaluate and copy all COUNTY gate fee records.

USA WASTE shall have the right, at USA WASTE's cost, to install any necessary equipment to transmit directly to USA WASTE's office the tonnage of Waste entries being made on COUNTY's gate computers provided such USA WASTE equipment does not unreasonably interfere with the operation of COUNTY's equipment. Such entries are subject to correction of errors and are not final until certified by COUNTY.

10.5. COUNTY Reports. COUNTY will furnish USA WASTE with all necessary billing information on haulers of both County and Non-County Waste on a daily basis on or before

5:00 p.m. of the following business day. No haulers of Non-County Waste will be admitted to the Landfill without the prior written consent of USA WASTE and confirmation that the vehicles and hauler have met the pertinent requirements of Riverside County Ordinance 657 as enforced by the Department of Environmental Health.

10.6. Restrictions on COUNTY. COUNTY shall not deposit Non-County Waste in the Landfill or permit the disposal of Non-County Waste into any COUNTY facility except as provided in Section 10.1. COUNTY shall not deposit any Waste in the Landfill which does not comply with the terms and conditions of any permit required for operation of the Landfill and this Agreement.

11. **COUNTY ADMINISTRATIVE REVIEW COMMITTEE.**

11.1. Composition of Committee. In order to assure County that the construction and operation of the Landfill complies with this Agreement, and the Project as described in the EIR, and that it also meets the public purposes contemplated herein, COUNTY will provide an Administrative Review Committee composed of a representative of the County Executive office, the Planning Director and the MGR.

11.2. Submissions and Reports. At least once in each calendar year USA WASTE shall provide the Administrative Review Committee with a copy of USA WASTE's Annual Monitoring Reports, in conformance with Exhibit "D", for the period since the last such report as required by said program. The Administrative Review Committee may require USA WASTE to submit to the Administrative Review Committee such information concerning USA WASTE's performance hereunder as the Committee may reasonably require in order to determine compliance

with the EIR and this Agreement.

11.3. Consent of Administrative Review Committee.

11.3.1. USA WASTE shall not undertake any construction or operation which materially departs from the construction or operation described in the EIR without first submitting the proposed changes or departure in writing to the Administrative Review Committee in such detail as the Committee may reasonably require and no such change shall be undertaken in the Project until USA WASTE has received the written consent of the Administrative Review Committee which consent will not be unreasonably withheld; provided, however, that unless the Administrative Review Committee specifically objects to the proposed change within sixty (60) days after it has been submitted to the Administrative Review Committee the change will be deemed consented to by COUNTY. Any consent of COUNTY to such a change may be conditioned on compliance with existing environmental and other applicable laws.

11.3.2. When this Agreement requires a matter to be submitted, reviewed or approved by COUNTY or the Administrative Review Committee such matter shall be submitted to the MGR stating the request. The matter, along with four (4) copies of pertinent documents shall be submitted to the Administrative Review Committee by the MGR, indicating such review as believed to be required.

11.3.3. USA WASTE may appeal any decision of the Administrative Review Committee to the Board in which event action by the Board shall constitute action of the COUNTY.

12. INCORPORATION AND ANNEXATION.

12.1. Intent. If all or any portion of the Property is annexed to or otherwise becomes

a part of a city or another county, it is the intent of the parties that this Agreement and its term shall survive and be binding upon such other jurisdiction and that payments from COUNTY to USA WASTE and from USA WASTE to COUNTY will continue as herein provided.

12.2. Incorporation and Annexation. USA WASTE and COUNTY shall oppose, in accordance with the procedures provided by law, any incorporation of a city or district comprising all or any portion of the Property, any annexation to any city or district of all or any portion of the Property, and any formation of another county whose territory includes all or any portion of the Property unless both USA WASTE and COUNTY give written consent to such incorporation, annexation or formation.

### **13. DEFAULT AND REMEDIES.**

13.1. Specific Performance. The parties acknowledge that money damages and remedies at law may be inadequate remedies for breach of this Agreement, and specific performance and other non-monetary relief may be particularly appropriate and preferred remedies for the enforcement of this Agreement and should be available to all parties.

13.2. Release. Except for causes of action based on breach of the terms of this AGREEMENT and causes of action for non-monetary remedies, USA WASTE, for itself, its successors and assignees, hereby releases RIVERSIDE COUNTY, their officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose



any other liability or damage, whatsoever, upon the COUNTY because it entered into this AGREEMENT or because of the terms of this AGREEMENT.

13.3. Termination of Agreement for Default of USA WASTE. Subject to the appeal provisions contained in Subsection 11.3.3 herein, COUNTY may terminate this AGREEMENT only for failure of USA WASTE to perform any material duty or obligation of USA WASTE under this AGREEMENT, or to comply in good faith with the terms of this AGREEMENT (hereinafter referred to as "default"); provided, however, COUNTY may terminate this AGREEMENT pursuant to this section only after providing written notice to USA WASTE of default setting forth the nature of the default and the actions, if any, required by USA WASTE to cure such default and, where the default can be cured, USA WASTE has failed to take such actions and cure such default within one hundred and eighty (180) days after the effective date of such notice or, in the event that such default cannot be cured within such 180 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 180 day period and to diligently proceed to complete such actions and cure such default.

In the event of a default which USA WASTE has failed to cure as provided in this section, COUNTY instead of terminating the AGREEMENT may require USA WASTE to stop accepting Waste into the Landfill three (3) years after the date the Notice of Default was given and not to accept Waste thereafter without COUNTY's written consent.

13.4. Right of Offset. In the event COUNTY defaults in any of its monetary obligations to USA WASTE under this AGREEMENT, USA WASTE may, in addition to any other remedy available to USA WASTE, offset any amounts due USA WASTE against amounts due to

COUNTY from USA WASTE under Section 5.

**14. THIRD PARTY LITIGATION, ENVIRONMENTAL IMPAIRMENT, INDEMNITY AND FINANCIAL ASSURANCES.**

14.1. General Plan Litigation. COUNTY has determined that this AGREEMENT is consistent with its Comprehensive General Plan, herein called General Plan, and that the General Plan meets all requirements of law. USA WASTE has reviewed the General Plan and concurs with COUNTY's determination.

14.2. Third Party Litigation Concerning Agreement. USA WASTE shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless RIVERSIDE COUNTY and their agents, officers and employees from any claim, action or proceeding against RIVERSIDE COUNTY, their agents, officers, or employees by any entity except USA WASTE to attack, set aside, void, or annul the approval of this AGREEMENT or the Project, certification of the EIR or the approval of any permit granted pursuant to this AGREEMENT. RIVERSIDE COUNTY shall promptly notify USA WASTE of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If RIVERSIDE COUNTY fails to promptly notify USA WASTE of any such claim, action or proceedings, or if RIVERSIDE COUNTY fails to cooperate in the defense, USA WASTE shall not thereafter be responsible to defend, indemnify, or hold harmless RIVERSIDE COUNTY.

14.3. USA WASTE Indemnity. USA WASTE shall indemnify and hold RIVERSIDE COUNTY, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of USA WASTE, its officers, agents,

employees, subcontractors and independent contractors, for property damage, bodily injury, or death (USA WASTE's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the negligence or willful misconduct of RIVERSIDE COUNTY. USA WASTE shall defend, at its expense, including attorneys' fees, RIVERSIDE COUNTY, their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of USA WASTE. If RIVERSIDE COUNTY fails to promptly notify USA WASTE of any such claim, action or proceeding, or if RIVERSIDE COUNTY fails to cooperate in the defense, USA WASTE shall not thereafter be responsible to defend, indemnify or hold harmless RIVERSIDE COUNTY. RIVERSIDE COUNTY may at its sole cost and in its discretion, participate in the defense of any such legal action.

14.4. COUNTY Indemnity. COUNTY shall indemnify and hold USA WASTE, its officers, directors, shareholders, agents, employees and independent contractors free and harmless from any liability based or asserted upon acts or omissions of COUNTY, its officers, agents, employees, subcontractors and independent contractors and elected officials, for property damage, bodily injury, or death or any other element of damage of any kind or nature arising from the negligence or willful misconduct of COUNTY. COUNTY shall defend, at its expense, including attorneys' fees, USA WASTE, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. If USA WASTE fails to promptly notify

COUNTY of any such claim, action or proceeding, or if USA WASTE fails to cooperate in the defense, COUNTY shall not thereafter be responsible to defend, indemnify or hold harmless USA WASTE. USA WASTE may at its sole cost and in its discretion, participate in the defense of any such legal action.

14.5. Additional USA WASTE Indemnity. Except for those items of cost which COUNTY agrees to reimburse USA WASTE for herein, USA WASTE shall indemnify and hold RIVERSIDE COUNTY, their officers, agents, and employees free and harmless from any liability, arising out of any act or omission of USA WASTE, its officers, agents, employees, and subcontractors which act or omission was not required by COUNTY under this AGREEMENT for any violation of any federal, State or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and USA WASTE shall defend, at its expense, including attorneys' fees, RIVERSIDE COUNTY, their officers, agents and employees in any action based or asserted upon any such alleged act or omission.

14.6. Survival of Indemnities. The indemnities provided in this Section 14 shall survive termination of this AGREEMENT as to all acts and omissions of the parties occurring prior to termination.

14.7. Environmental Impairment and Damage to Natural Resources. USA WASTE shall promptly comply with all final judgments and orders issued by a court of competent jurisdiction as well as all orders, rules or regulations issued by any County, State or Federal regulatory agency having jurisdiction over the Project which require USA WASTE or COUNTY to remedy any

environmental impairment or damage to any natural resource or to pay monetary damages to any third party as a result of any environmental impairment or damage to natural resources arising out of the Project.

14.8. Emergencies. In the event the Board determines by Resolution and in good faith, that an emergency exists:

14.8.1. which, unless responded to immediately, would likely result in serious and immediate adverse impacts upon the public health, safety or welfare; and

14.8.2. which is a direct result of an accident arising out of or connected with any aspect of the Project, including, but not limited to operations at the Project; and

14.8.3. which appears, in the good faith judgment of the Board, to be the legal responsibility of USA WASTE; it may order USA WASTE to respond immediately to such emergency to commence and complete such cleanup, remediation or such other action as the Board determines necessary to reduce or eliminate the immediate threat to the public health, safety, or welfare. In the event USA WASTE refuses or neglects to respond to the emergency, the COUNTY may undertake the cleanup, remediation or other response. In the event it is later determined, as a result of any lawsuit, negotiated settlement, arbitration or otherwise, that USA WASTE was legally responsible to pay for the cleanup, remediation or other response, USA WASTE shall immediately reimburse COUNTY for all amounts expended by COUNTY in remediating such emergency.

**15. MORTGAGEE PROTECTION.**

The parties hereto agree that this AGREEMENT shall not prevent or limit USA WASTE, in any manner, at USA WASTE's sole discretion, from encumbering the Property or any

interest therein or portion thereof or any improvement thereon, or from encumbering, selling or reserving air space associated with the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or taking any other action with regard to USA WASTE's title to or ownership of the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with USA WASTE and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

15.1. Liens Unimpaired. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

15.2. Notice to Lienholder. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by USA WASTE in the performance of USA WASTE's obligations under this AGREEMENT.

If COUNTY receives a timely request from a Mortgagee requesting a copy of any notice of default given to USA WASTE under the terms of this AGREEMENT, COUNTY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to

USA WASTE. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this AGREEMENT.

15.3. Rights After Foreclosure. Any Mortgagee or purchaser at a foreclosure sale who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this AGREEMENT. Notwithstanding any other provision of this AGREEMENT to the contrary, no Mortgagee shall have an obligation or duty under this AGREEMENT to perform any of USA WASTE's obligations or other affirmative covenants of USA WASTE hereunder, or to guarantee such performance; provided, however, that should the Mortgagee or a purchaser at a foreclosure sale or from the Mortgagee operate the Landfill then such person shall be subject to all of the provisions of this AGREEMENT and provided further that to the extent that any covenant to be performed by USA WASTE is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 16 of this AGREEMENT.

**16. ASSIGNMENT.**

16.1. Right to Assign. USA WASTE shall have the right to sell, transfer or assign its interest in and to the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et. seq., or Riverside County Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any time during the term of this AGREEMENT. Concurrent with any such sale, transfer or assignment, or within fifteen (15)

business days thereafter, USA WASTE shall notify COUNTY, in writing, of such sale, transfer or assignment and shall provide COUNTY with an executed agreement, in a form reasonably acceptable to COUNTY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of USA WASTE under this AGREEMENT; provided, however, and notwithstanding the foregoing, USA WASTE shall not sell, transfer or assign its interest in and to the Landfill without the prior written consent of the COUNTY which shall not be unreasonably conditioned or withheld.

Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement herein above, the burdens of this AGREEMENT shall be binding upon such purchaser, transferee or assignee, but the benefits of this AGREEMENT shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

16.2. Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring owner, including USA WASTE, shall continue to be obligated under this AGREEMENT unless such transferring owner is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring owner of the following conditions:

16.2.1. Such owner no longer has a legal or equitable interest in all or any part of the Property.

16.2.2. Such owner is not then in material default under this AGREEMENT.

16.2.3. Such owner has provided COUNTY with the notice and agreement executed in accordance with Subsection 16.1 above.



16.2.4. The purchaser, transferee or assignee provides COUNTY with security reasonably equivalent to the security provided by such owner at the time of the proposed transfer to secure performance of its obligations hereunder.

16.3. Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of Section 16.

16.4. Amendment or Cancellation of AGREEMENT. This AGREEMENT may be amended or canceled in whole or in part only by written consent of all parties. This provision shall not limit any remedy of COUNTY or USA WASTE as provided by this AGREEMENT.

**17. NOTICES.**

17.1. As used in this AGREEMENT, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

17.2. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) two (2) business days after deposit in the United States mail in a sealed envelope by certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery if sent by overnight mail; (iv) on the date of delivery via e-mail upon receipt of a delivery notification; or (v) upon receipt of a facsimile (FAX) transmission sent to the FAX number listed below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1st Floor  
Riverside, California 92501  
FAX No. (951) 955-1071

With copies to:

Chief Executive Officer  
County of Riverside  
4080 Lemon Street, 4th Floor  
Riverside, California 92501  
FAX No. (909) 955-1105

County Counsel  
County of Riverside  
3960 Orange Street, Suite 500  
Riverside, California 92501  
FAX No. (951) 955-6322

General Manager -Chief Engineer  
Riverside County Department of Waste Resources  
14310 Frederick Street  
Moreno Valley, California 92553  
FAX No. (951) 486-3205

Director  
Environmental Health  
Health Administration Building  
3880 Lemon St, Suite 200Riverside, California 92501  
FAX No. (951) 955-8988

If to USA WASTE:

USA Waste of California, Inc.  
Attention: District Manager  
10910 Dawson Canyon Road

P.O. Box 77908  
Corona, CA 92877-0130  
FAX No. (951) 277-1861

With copies to:

Waste Management – Southern California Market Area  
Attn: Legal Counsel 9081 Tujunga Avenue  
Sun Valley, California 91352  
FAX No. 866.556.3581

17.3. In the event notice is given by FAX or email, a copy of the notice shall also be mailed to the recipient as provided in 17.2(ii) above on the same day the notice is given.

17.4. Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

**18. MISCELLANEOUS PROVISIONS.**

18.1. Confidentiality. Any document or information submitted or provided to COUNTY hereunder by USA WASTE which is claimed by USA WASTE not to be subject to disclosure under the California Public Records Act (Government Code Sections 6250 et. seq.) shall be so designated in writing by USA WASTE at the time of its submission, together with the reasons for its exemption, and thereafter if any person request or demands the disclosure of any such document or information, COUNTY shall immediately notify USA WASTE thereof, and USA

WASTE shall, within five (5) business days of receipt of such notice, inform COUNTY whether USA WASTE desires to maintain the exempt nature of the document or information, and if it does so, of its agreement to defend and indemnify the COUNTY in any litigation over the disclosure of such documents, and in the event USA WASTE shall fail to so notify COUNTY, COUNTY may disclose such document to the requesting party without any liability whatsoever to USA WASTE for such disclosure.

18.2. Recordation of AGREEMENT. This AGREEMENT and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors.

18.3. Entire AGREEMENT. This AGREEMENT sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this AGREEMENT.

18.4. Severability. If any term, provision, covenant or condition of this AGREEMENT shall be determined invalid, void or unenforceable, the remainder of this AGREEMENT shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this AGREEMENT. Notwithstanding the foregoing, the provisions regarding Indemnity and the Financial Assurances set forth in Section 14 of this AGREEMENT are essential elements of this AGREEMENT and

COUNTY would not have entered into this AGREEMENT but for such provisions, and therefore in the event any such provision(s), is/are determined to be invalid, void or unenforceable, this entire AGREEMENT shall be null and void and of no force and effect whatsoever. Similarly, the provisions for payment to USA WASTE by COUNTY provided in Section 4 are essential to USA WASTE and if determined to be invalid, void or unenforceable shall cause this AGREEMENT to be null and void.

18.5. Interpretation and Governing Law. This AGREEMENT and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without reference to its conflicts of laws principles. This AGREEMENT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this AGREEMENT, all parties having been represented by counsel in the negotiation and preparation hereof.

18.6. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

18.7. Singular and Plural. As used herein, the singular of any word includes the plural.

18.8. Joint and Several Obligations. If at any time during the term of this AGREEMENT the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this AGREEMENT shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

18.9. Time of Essence. Time is of the essence in the performance of the provisions of this AGREEMENT as to which time is an element.

18.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this AGREEMENT thereafter.

18.11. No Third-Party Beneficiaries. This AGREEMENT is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this AGREEMENT.

18.12. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this AGREEMENT is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), referendum, substantially changed economic conditions or circumstances or other causes beyond the party's control. If any such events shall occur, the time for performance by either party of any of its obligations hereunder shall be extended for the period of time that such events prevented such performance, but in no event, shall the time be extended beyond the term of this AGREEMENT.

18.13. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefitted thereby of the covenants to be performed hereunder by such benefitted party.

18.14. Successors in Interest. The burdens of this AGREEMENT shall be binding upon, and the benefits of this AGREEMENT shall inure to, all successors in interest to the parties to this AGREEMENT. All provisions of this AGREEMENT shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

18.15. Counterparts. This AGREEMENT may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

18.16. No Partnership. It is specifically understood and agreed by and between the parties hereto that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this AGREEMENT. No partnership, joint venture or other association of any kind is formed by this AGREEMENT.

18.17. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this AGREEMENT and the satisfaction of the conditions of this AGREEMENT. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments

and writings and take any actions as may be reasonably necessary under the terms of this AGREEMENT to carry out the intent and to fulfill the provisions of this AGREEMENT or to evidence or consummate the transactions contemplated by this AGREEMENT.

18.18. Further Agreement. Either party may at any time petition the other parties hereto for modification or changes of the terms and/or conditions hereof and the parties agree in that event to meet and confer in good faith with regard to the subject matter of such petition and including, where appropriate, changes or modifications to the terms and/or conditions of this AGREEMENT.

18.19. Eminent Domain. No provision of this AGREEMENT shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain.

18.20. Authority to Execute. The person or persons executing this AGREEMENT or any Exhibit attached hereto on behalf of USA WASTE and COUNTY warrant and represent that they have the authority to execute this AGREEMENT or Exhibit on behalf of USA WASTE and COUNTY, and warrant and represent that they have the authority to bind USA WASTE and COUNTY to the performance of their obligations hereunder.

18.21. Parent Company Guarantee. The parties acknowledge that USA WASTE is a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation. In accordance with the EXISTING SECOND AGREEMENT, USA WASTE has provided COUNTY the written agreement of Waste Management, Inc., signed by duly authorized corporate officers that Waste Management, Inc., guaranteeing the performance of all of the obligations and duties of USA WASTE hereunder attached hereto as Attachment 1.



18.22. Additional Conditions. Attached hereto as Exhibit "F" are certain "Conditions of Approval" which are incorporated into this AGREEMENT as a part hereof.

18.22.1. In order to provide more focused assistance with the problem of illegal dumping on private property, USA WASTE or its successor-in-interest will provide one roll-off bin per quarter in the Spanish Hills area and one roll-off bin per quarter in the Dawson Canyon area for private property owners in those areas. Costs associated with transportation and disposal of waste deposited in the bins will be borne by USA WASTE, with the understanding that the private property owners will bear the responsibility of depositing waste in the bins.

18.22.2. USA WASTE shall provide grading services once per quarter on the dirt roads in the following areas described below:

(a) Park Canyon/Dawson Canyon Road – Beginning at the southern end of the pavement located at approximately 10600 Dawson Canyon Road and continuing along Park Canyon/Dawson Canyon Road to Spanish Hills Drive.

(b) Dawson Canyon Road - From Park Canyon Road on the west and heading east into the canyon until the end of the road at the private drive located at 12355 Dawson Canyon Road on the eastern end.

(c) Sunway Drive - From Park Canyon Road on the west, heading east to the private drive at 11021 Sunway Drive.

(d) Spanish Hills Drive – From Park Canyon Road on the west, east to a point approximately 7/10ths of a mile to the east of 11399 Spanish Hills Drive.

18.22.3. USA WASTE shall not be obligated to grade side roads or private

drives, but may do so at the request of property owners while the grading work is being performed. USA WASTE shall not be responsible for the purchase of aggregate materials or the maintenance of roadside ditches.

IN WITNESS WHEREOF, this AGREEMENT has been executed and is effective on the date it is recorded with the Riverside County Recorder.

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

USA WASTE OF CALIFORNIA, INC,  
10910 Dawson Canyon Road  
P.O. Box 77908  
Corona, CA 92877-0130

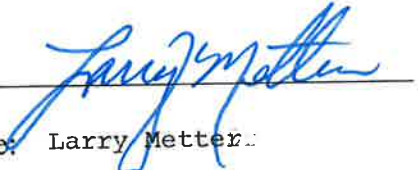
Dated: 7-17-18

Dated: 7/31/2018

By: 

Chuck Washington


Chairman, Board of Supervisors

By: 

Name: Larry Metter

Its: President - Southern California Area

Dated: 07/31/2018

By: 

Name: Doug Corcoran

Its: Vice President

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: 

Kristine Bell-Valdez, Supervising Deputy County Counsel

(EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO (2) CORPORATE OFFICERS.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

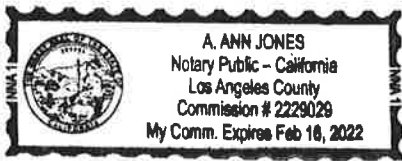
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )
On 7/31/2018 before me, A. Ann Jones, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Larry Metter and Doug Corcoran
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document First Amended and Restated Second El Sobrante
Title or Type of Document: Landfill Agreement Document Date: When Recorded (Aug 2018)
Number of Pages: 71 Signer(s) Other Than Named Above: Chuck Washington, Chairman, Board of Supervisors
Capacity(ies) Claimed by Signer(s)
Signer's Name: Larry Metter Signer's Name: Doug Corcoran
[X] Corporate Officer - Title(s): President [X] Corporate Officer - Title(s): Vice President
[ ] Partner - [ ] Limited [ ] General So Cal Area [ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact [ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator [ ] Trustee [ ] Guardian or Conservator
[ ] Other: Signer Is Representing: USA Waste of California, Inc. Signer Is Representing: USA Waste of California, Inc.

# ATTACHMENT #1

## AGREEMENT OF GUARANTY

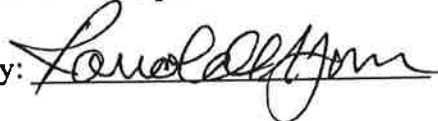
The undersigned, Waste Management, Inc., a Delaware corporation ("Guarantor"), in its capacity as the owner of all of the issued and outstanding capital shares of USA Waste of California, Inc., a Delaware corporation ("USA Waste"), does hereby guarantee the performance of any and all obligations and duties imposed and as may be imposed upon, and to be performed by, USA Waste under and pursuant to that certain Second El Sobrante Landfill Agreement, a Public-Private Project between the County of Riverside and USA Waste, dated August 18, 1998, and as the same may be added to or amended from time to time.

Guarantor does hereby stipulate and agree that no change, time extension, waiver of performance of any term, condition, obligation or duty of USA Waste, alteration or addition to the terms and requirements of the Second El Sobrante Landfill Agreement or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to any such matters.

This Guaranty inures to the benefit of only the County of Riverside, and its respective successors and assigns, and shall be fully binding upon the Guarantor and its successors and assigns.

In witness whereof, the Guarantor has caused this Agreement of Guaranty to be executed by its duly authorized representatives, having full authority so to act and to fully bind the Guarantor, effective this 18th day of August, 1998.

WASTE MANAGEMENT, INC., a  
Delaware Corporation

By: 

Ronald H. Jones, Vice President and  
Treasurer

By: 

Bryan J. Blankfield, Assistant  
Secretary

**EXHIBIT "A"**  
**EL SOBRANTE LANDFILL SITE BOUNDARY DESCRIPTION**

**APN 283-160-032:**

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST QUARTER OF SECTION 34;  
THENCE NORTH 89°21'00" WEST ALONG THE NORTH LINE OF SECTION 34, 1,640.16 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD, SAID ROAD BEING 80.00 FEET IN WIDTH; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 34°53'32" EAST, 1,023.63 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 84°31'40" EAST, A DISTANCE OF 131.24 FEET;  
THENCE NORTH 55°06'28" EAST, A DISTANCE OF 360.00 FEET;  
THENCE NORTH 16°26'53" EAST, A DISTANCE OF 128.06 FEET;  
THENCE NORTH 41°04'18" EAST, A DISTANCE OF 123.69 FEET;  
THENCE NORTH 55°06'28" EAST, A DISTANCE OF 388.33 FEET MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE 200.00 FOOT WIDE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY AS DESCRIBED BY PARCEL 7 OF DEED RECORDED JANUARY 3, 1929, BOOK 792, PAGE 579 OF DEEDS;  
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 46°7'23" EAST, 234.49 FEET;  
THENCE SOUTH 55°06'28" WEST, A DISTANCE OF 554.00 FEET;  
THENCE NORTH 34°53'32" WEST, A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 66°25'04" WEST, A DISTANCE OF 101.98 FEET;  
THENCE SOUTH 55°06'28" WEST, A DISTANCE OF 360.00 FEET;  
THENCE SOUTH 14°44'36" WEST, A DISTANCE OF 131.24 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD;  
THENCE ALONG SAID NORTHEASTERLY LINE NORTH 34°53'32" WEST, 250.00 FEET TO THE POINT OF BEGINNING.

**APN 283-190-033:**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 200.00 FEET WIDE, DESCRIBED IN DEED TO SANTA FE LAND IMPROVEMENT COMPANY, RECORDED MARCH 13, 1924 IN BOOK 600, PAGE 361 OF DEEDS.

EXCEPT FROM SAID PORTION OF SECTION 35 ALL MINERALS, MINERAL DEPOSITS, INCLUDING FIRE AND POTTERS CLAY AS GRANTED TO C.O. PERRINE BY DEED RECORDED JANUARY 3, 1887 IN BOOK 54, PAGE 119 AND BOOK 54, PAGE 120 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

**APN 283-120-004:**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE RANCHO EL SOBRANTE DE SAN JACINTO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND PARTICULARLY DESCRIBED AS FOLLOWS:

TO-WIT:- THE NORTHEAST QUARTER, SECTION 26, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY SECTIONALIZED SURVEY OF SAID RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

**APN 283-190-034**

A STRIP OF LAND 60.00 FEET IN WIDTH WITHIN SECTION 35, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE SOUTH LINE OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, SHOWN AS NORTH 89°32'30" EAST BY RECORD OF SURVEY ON FILE IN BOOK 14 PAGE 93 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35;  
THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION NORTH 89°32'30" EAST, 1,966.03 FEET TO THE POINT OF BEGINNING;  
SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID POINT OF BEGINNING BEARS SOUTH 89°01'09" EAST;  
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°01'08", AN ARC DISTANCE OF 806.54 FEET;  
THENCE TANGENT TO SAID CURVE SOUTH 78°00'00" WEST, 471.18 FEET, MORE OR LESS, TO A POINT OF TERMINATION ON THE NORTHERLY LINE OF THE 200.00 FOOT WIDE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY AS DESCRIBED BY PARCEL 6 OF A DEED RECORDED JULY 11, 1928, IN BOOK 771 PAGE 350 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; SAID NORTHWEST CORNER OF SECTION 35 LIES NORTH 57°23'32" WEST, 1,222.63 FEET FROM SAID POINT OF TERMINATION;  
THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE AT THE NORTH LINE OF SECTION 35 AND THE NORTHERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY LINE.

**APN 283-120-015**

A STRIP OF LAND 60.00 FEET IN WIDTH WITHIN SECTION 26, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, SHOWN AS NORTH 89°32'30" EAST BY RECORD OF SURVEY ON FILE IN BOOK 14 PAGE 93 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION;  
THENCE EASTERLY ALONG THE SOUTH SECTION LINE NORTH 89°32'30" EAST, 1,966.03 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID POINT OF BEGINNING BEARS SOUTH 89°01'09" EAST;  
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°13'51", AN ARC DISTANCE OF 96.66 FEET;  
THENCE TANGENT TO SAID CURVE NORTH 8°14'59" WEST, 186.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OFF 51°19'59", ARC DISTANCE OF 537.56 FEET;

THENCE TANGENT TO SAID CURVE NORTH 43°05'00" EAST, 987.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°05'00", AN ARC DISTANCE OF 322.89 FEET;  
THENCE TANGENT TO SAID CURVE NORTH 18°00'00" EAST, 345.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°00'00", AN ARC DISTANCE OF 262.67 FEET;  
THENCE TANGENT TO SAID CURVE NORTH 55°00'00" EAST, 176.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°49'16", AN ARC DISTANCE OF 281.81 FEET TO A POINT OF TERMINATION ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, SAID POINT BEING DISTANT THEREIN NORTH 89°58'26" EAST, 709.94 FEET FROM THE CENTER OF SAID SECTION 26 AND THE MOST SOUTHWESTERLY CORNER OF RANCHO EL SOBRANTE DE SAN JACINTO AS SHOWN BY MAP OF FILE IN BOOK 1 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.  
THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE AT THE SOUTH LINE OF SAID SECTION 26 AND SAID NORTH LINE OF SAID SOUTHEAST QUARTER.

**APN 283-160-033**

A STRIP OF LAND 200.00 FEET WIDE IN SECTION 34, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34;  
THENCE NORTH 89°21'00" WEST, ALONG THE NORTH LINE OF SAID SECTION, 248.11 FEET TO A POINT ON THE CENTERLINE OF SAID STRIP OF LAND, DESCRIBED BY PARCEL 7 OF A DEED RECORDED JANUARY 3, 1929 IN BOOK 792, PAGE 579, OFFICIAL RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;  
THENCE SOUTH 46°07'23" EAST, 348.56 FEET TO A POINT OF TERMINATION ON THE EASTERLY LINE OF SAID SECTION, SAID POINT BEING DISTANT THEREON 238.80 FEET FROM SAID NORTHEAST CORNER, THE SIDE LINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE AT THE NORTH AND EAST LINE OF SAID SECTION 34.

**APN 283-080-012,013,014 & 015**

IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA:

PARCELS 1 AND 2 OF PARCEL MAP 22328 RECORDED DECEMBER 14, 1987, IN BOOK 147, PAGES 49-54 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.B.M.

**APN 283-130-001**

THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTION SECTION 25, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, SAID PARCEL ALSO SHOWN ON PARCEL



MAP No. 22328 ON FILE IN BOOK 147 PAGES 49-54 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**APN 283-120-016**

THE NORTH HALF OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE RANCHO EL SOBRANTE DE SAN JACINTO, AS SHOWN BY PARCEL MAP 22328, ON FILE IN BOOK 147 PAGE 49 THROUGH 54, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**APN 283-130-018**

PARCEL 1 OF PARCEL MAP NO. 15575, AS PER PLAT RECORDED IN BOOK 84 OF PARCEL MAPS, PAGES 97 AND 98, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**APN 283-120-014**

ALL OF GOVERNMENT LOT 11 AND PORTIONS OF GOVERNMENT LOTS 6, 7, AND 10 OF FRACTIONAL SECTION 26, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND PORTION OF THAT PATENTED MINING CLAIM KNOWN AS THE ALUMINA PLACER MINING CLAIM DESCRIBED AS GOVERNMENT LOT 7 OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 26;  
THENCE NORTH 89°32'30" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1936.19 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A 60.00 FOOT WIDE PRIVATE ACCESS ROAD, CENTERLINE OF SAID ACCESS ROAD SHOWN ON RECORD SURVEY 77/35, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 570.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 88°56'35" EAST;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE AN ARC DISTANCE OF 92.59 FEET THROUGH A CENTRAL ANGLE OF 09°18'24";

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, TANGENT TO SAID CURVE, NORTH 08°14'59" WEST, 186.71 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 630.00 FEET;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE AN ARC DISTANCE OF 564.44 FEET THROUGH A CENTRAL ANGLE OF 51°19'59";

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, TANGENT TO SAID CURVE, NORTH 43°05'00" EAST, 987.96 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 570.00 FEET;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE AN ARC DISTANCE OF 249.54 FEET THROUGH A CENTRAL ANGLE OF 25°05'00"

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, TANGENT TO SAID CURVE, NORTH 18°00'00" EAST, 345.76 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 530.00 FEET;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE AN ARC DISTANCE OF 342.26 FEET THROUGH A CENTRAL ANGLE OF 37°00'00";

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, TANGENT TO SAID CURVE, NORTH 55°00'00" EAST, 176.53 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE AN ARC DISTANCE OF 252.86 FEET THROUGH A CENTRAL ANGLE OF 53°39'29" TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26 AND TO THE POINT OF TERMINATION;

SAID POINT BEING NORTH 89°58'15" EAST; ALONG SAID NORTH LINE, 680.02 FEET, FROM THE CENTER OF SAID SECTION 26;

EXCEPTING FROM GOVERNMENT LOT 7 ANY VEINS OR LODES OF QUARTZ OR OTHER ROCK, IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER, OR OTHER VALUABLE DEPOSIT, WHICH MAY HAVE BEEN DISCOVERED WITHIN SAID LIMITS SUBSEQUENT TO AND WHICH WERE NOT KNOWN TO EXIST ON OCTOBER 7, 1925 AS RESERVED BY UNITED STATES OF AMERICA BY PATENT RECORDED DECEMBER 8, 1919 IN BOOK 8, PAGE 44 OF PATENTS.

ALSO EXCEPTING THERE FROM THAT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED JANUARY 9, 1987 AS INSTRUMENT NO. 5650 OF OFFICIAL RECORDS.

**APN 283-020-014**

THE SOUTH 530 FEET OF THE EAST 1470 FEET OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE RANCHO EL SOBRANTE DE SAN JACINTO, AS PER SECTIONALIZED SURVEY OF SAID RANCHO ON FILE IN BOOK 1, PAGE 8 OF RECORDS OF SURVEY, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

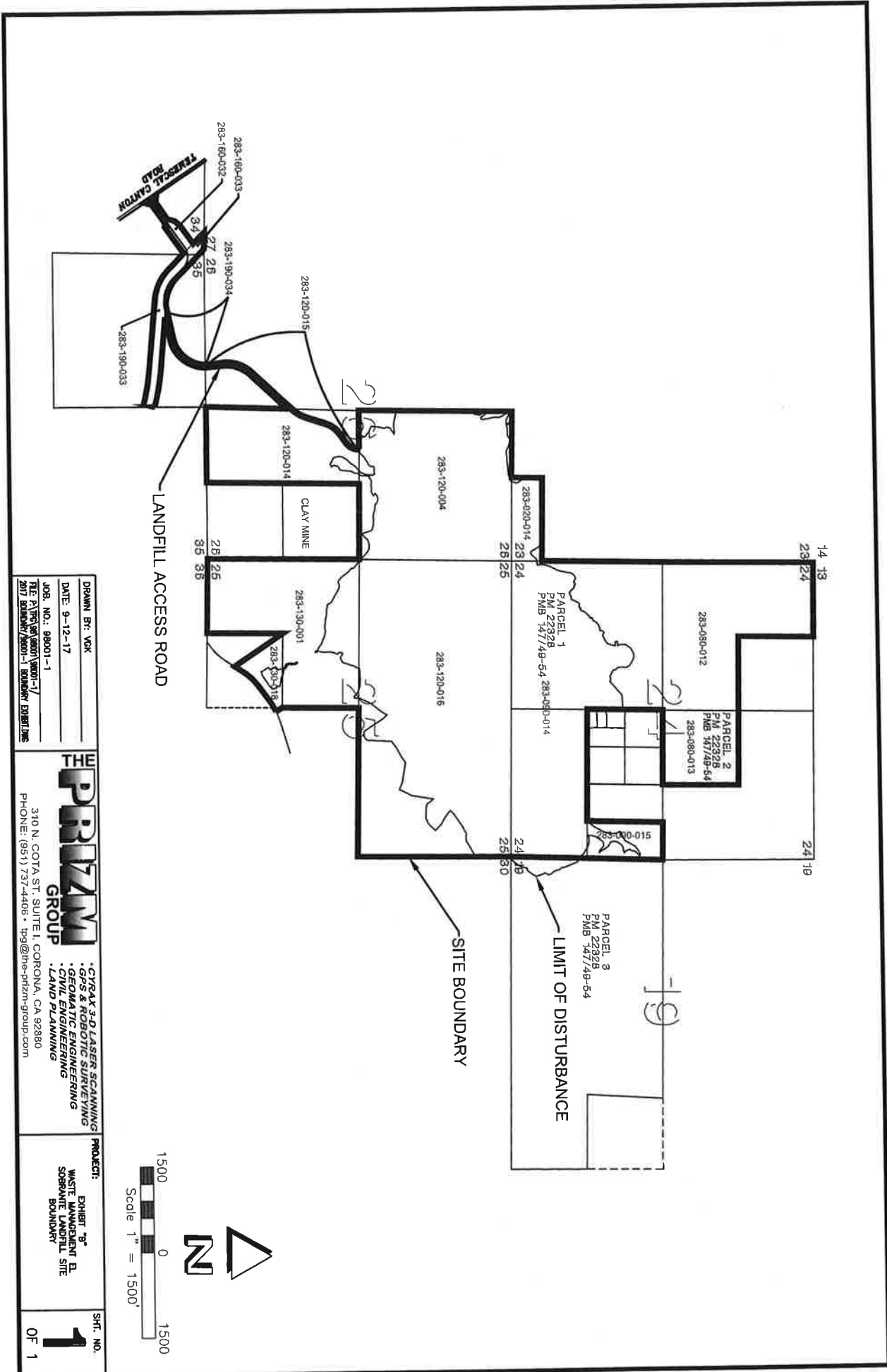
CONTAINS 1135.9 ACRES MORE OR LESS MORE OR LESS

  
VINCENT G. KLEPPE LS 7181  
EXP. 12-31-17

9-6-17  
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP  
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DRAWN BY: VAK  
DATE: 9-12-17  
JOB NO.: 99001-1  
FILE: P:\99001\99001-1\2017 BOUNDARY\99001-1 BOUNDARY EXHIBITS

**THE PRIZM GROUP**  
 • CYRAX 3-D LASER SCANNING  
 • GPS & ROBOTIC SURVEYING  
 • GEOMATIC ENGINEERING  
 • CIVIL ENGINEERING  
 • LAND PLANNING  
 310 N. COTA ST., SUITE I, CORONA, CA 92880  
 PHONE: (951) 737-4406 • tp@the-prizm-group.com

PROJECT: EXHIBIT "B" WASTE MANAGEMENT & SOBRANTE LANDFILL SITE BOUNDARY  
 SHEET NO. 1 OF 1

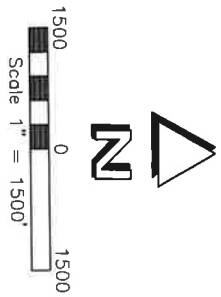


Exhibit C

First American Title Company  
CLERK OF BOARD OF SUPERVISORS

DOC # 2002-078492

02/13/2002 09:00A Fee:NC

Page 1 of 15

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder

Recorded at request of and return to:  
Department of Facilities Management  
Real Estate Division  
On behalf of Waste Management  
3133 Mission Inn Avenue  
Riverside, California 92507-4199



FREE RECORDING  
This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 8103)

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(Space above this line re:

PROJECT: EL SOBRANTE LANDFILL  
APN: 286-080-007

TRM 059-101

OTG

GRANT DEED



FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, WESTERN WASTE INDUSTRIES, a California corporation ("Grantor"), hereby grants to the COUNTY OF RIVERSIDE ("Grantee"), all that real property in the County of Riverside, State of California, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"), subject to the express reservations and conditions stated below.

12-20-2012

1. SUBJECT TO a conservation easement granted in favor of the California Department of Fish and Game ("CDFG") for the purpose of preserving the Property in its natural open-space condition pursuant to the terms and conditions set forth in the representative Conservation Easement document attached hereto in Exhibit B and by this reference incorporated herein (the "Easement"); and

2. RESERVING UNTO Grantor all access rights to the Property that may be necessary to carry out the management and other activities required on the Property pursuant to the terms of the permits affecting the Property, including the Multi-Species Habitat Conservation Plan for the El Sobrante Landfill Expansion Project ("HCP"), the Implementing Agreement for the El Sobrante Landfill Expansion Project ("IA"), the Section 10(a) Permit from the U.S. Fish and Wildlife Service for the El Sobrante Landfill Expansion Project, and the Section 2081(b) Permit from the California Department of Fish and Game for the El Sobrante Landfill Expansion Project (all four documents herein referred to collectively as the "Permits"); and

3. RESERVING UNTO Grantor, CDFG as the holder of the Easement, and the U.S. Fish and Wildlife Service ("USFWS") as a third party beneficiary of the Conservation Easement, the right to enter and enforce the terms of the Easement as set forth in the Easement in the sections entitled: (i) Grantee's Rights, (ii) Grantor's Duties, (iii) Reserved Rights, and (iv) Remedies.

4. Grantee hereby covenants and agrees, for itself and its successors and

assigns, that Grantee and such successors and assigns shall not take any action or cause an action to be taken inconsistent with the terms of the Permits or take any action or cause an action to be taken that would in any way impede Grantor's ability to carry out the terms of the Permits.

5. Grantee and Grantor represent and agree that the Property will be used for the purposes of mitigation as part of the El Sobrante Landfill Expansion Project as set forth in the Permits.

6. No voluntary or involuntary successor in interest of the Grantee shall acquire any rights or powers under this Grant Deed except as expressly set forth in this Grant Deed.

7. In the event of any breach of any covenants stated herein, the Grantor, Grantee, CDFG, and the USFWS shall have the right to exercise all of its rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, subject to Grantor's obligations to indemnify Grantee pursuant to the terms in Paragraph 4.5 of the IA.

8. This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between parties.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed in triplicate as of this December 6, 2001.

GRANTOR:

GRANTEE:

WESTERN WASTE INDUSTRIES  
a California corporation

COUNTY OF RIVERSIDE  
a political subdivision

By: *C. Wilbur Butler*

By: \_\_\_\_\_

Its Authorized Representative

Chairman  
Board of Supervisors

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

JMP:js  
11/20/01 Date \_\_\_\_\_

By: \_\_\_\_\_

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2 of 15

assigns, that Grantee and such successors and assigns shall not take any action or cause an action to be taken inconsistent with the terms of the Permits or take any action or cause an action to be taken that would in any way impede Grantor's ability to carry out the terms of the Permits.

5. Grantee and Grantor represent and agree that the Property will be used for the purposes of mitigation as part of the El Sobrante Landfill Expansion Project as set forth in the Permits.

6. No voluntary or involuntary successor in interest of the Grantee shall acquire any rights or powers under this Grant Deed except as expressly set forth in this Grant Deed.

7. In the event of any breach of any covenants stated herein, the Grantor, Grantee, CDFG, and the USFWS shall have the right to exercise all of its rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, subject to Grantor's obligations to indemnify Grantee pursuant to the terms in Paragraph 4.5 of the IA.

8. This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between parties.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed in triplicate as of this \_\_\_\_\_, 2001.

GRANTOR:

GRANTEE:

WESTERN WASTE INDUSTRIES  
a California corporation

COUNTY OF RIVERSIDE  
a political subdivision

By: \_\_\_\_\_

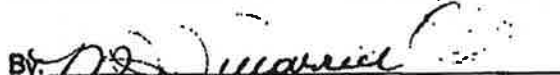
By:   
James A. Venable  
Chairman  
Board of Supervisors

Its Authorized Representative

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

JMP:js  
11/20/01 Date 12/12/01

By:   
Deputy Clerk

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3 of 15

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ~~RIVERSIDE~~ )  
                  VENTURA

On DEC. 6, 2001, before the undersigned Notary Public, personally appeared E. WILLIAM HUTTON, 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 his/her/their 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.

*Kelly G. Alblinger*  
Notary Signature



Seal

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4 of 15

ACKNOWLEDGMENT

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF RIVERSIDE    )

On Dec. 12, 2001, before the undersigned Notary Public, personally appeared James A. Venable, 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 his/her/their 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.

Maria J. Villarreal  
Notary Signature



Seal

SP:FJB\AGR\WBS\61201164 3

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5 of 15



**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

**ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, DESCRIBED AS FOLLOWS:**

**Assessor Parcel No.: 286-080-007**

**In the unincorporated area of Riverside County, California:**

**Parcel 3 of Parcel Map 22328 recorded December 14, 1987, in Book 147, Pages 49-54 of Maps, Records of Riverside County, California:**

**EXCEPTING** therefrom the East one-half of the Northeast quarter of the Southeast quarter of Section 24, Township 4 South, Range 6 West, S.B.B.M.

**RESERVING** therefrom such slope and drainage easements as may be required to maintain required slope and drainage of the El Sobrante Landfill, as approved by County of Riverside, California.

7.342

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6 of 15

EXHIBIT B  
DESCRIPTION OF LAND  
TO BE COVERED BY  
CONSERVATION EASEMENT

In the unincorporated area of Riverside County, California:

Parcel 3 of Parcel Map No. 22328 recorded December 14, 1987, in Book 147,  
Pages 49 through 54 inclusive of Maps, Records of Riverside County, California:

Excepting therefrom the East one-half of the Northeast quarter of the Southeast quarter of  
Section 24, Township 4 South, Range 6 West San Bernardino Meridian.

Also excepting those portions of said Parcel 3 more particularly described as follows:

Parcel A:

Beginning at the South West corner of said Parcel 3, said point also being the South East corner  
of said Section 24;

Thence North  $1^{\circ} 26' 07''$  East along the West line of Parcel 3, a distance of 881.19 feet;

Thence South  $89^{\circ} 50' 32''$  East, a distance of 206.95 feet;

Thence South  $1^{\circ} 26' 07''$  West, a distance of 881.19 feet to the Southerly line of said Parcel 3;

Thence South  $89^{\circ} 50' 32''$  West along the Southerly line of said Parcel 3, a distance of 206.95  
feet more or less to the point of beginning.

Contains 4.19 acres, more or less.

Parcel B:

Commencing at said South West corner of said Parcel 3;

Thence North  $1^{\circ} 26' 07''$  East along the West line of Parcel 3, a distance of 1,805.90 feet to the  
true point of beginning;

Thence continuing North  $1^{\circ} 26' 07''$  East along the West line of Parcel 3, a distance of 579.98  
feet;

Thence South  $89^{\circ} 46' 00''$  East, a distance of 443.39 feet;

Thence South  $2^{\circ} 45' 44''$  West, a distance of 580.42 feet;

Thence North  $89^{\circ} 46' 00''$  West, 429.94 feet more or less to the point of beginning.

Contains 5.82 acres, more or less.

RESERVING therefrom such slope and drainage easements as may be required to maintain  
required slope and drainage of the El Sobrante Landfill, as approved by County of Riverside,  
California.

PREPARED UNDER MY SUPERVISION

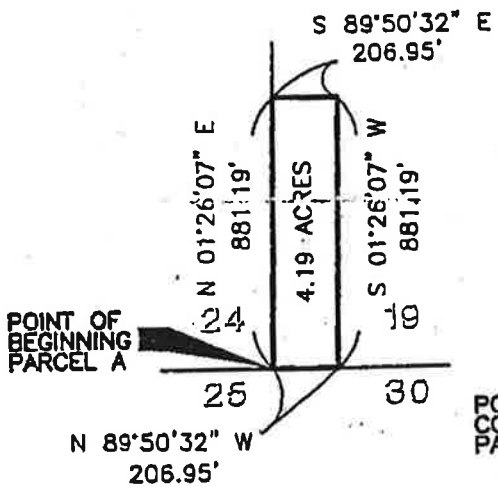
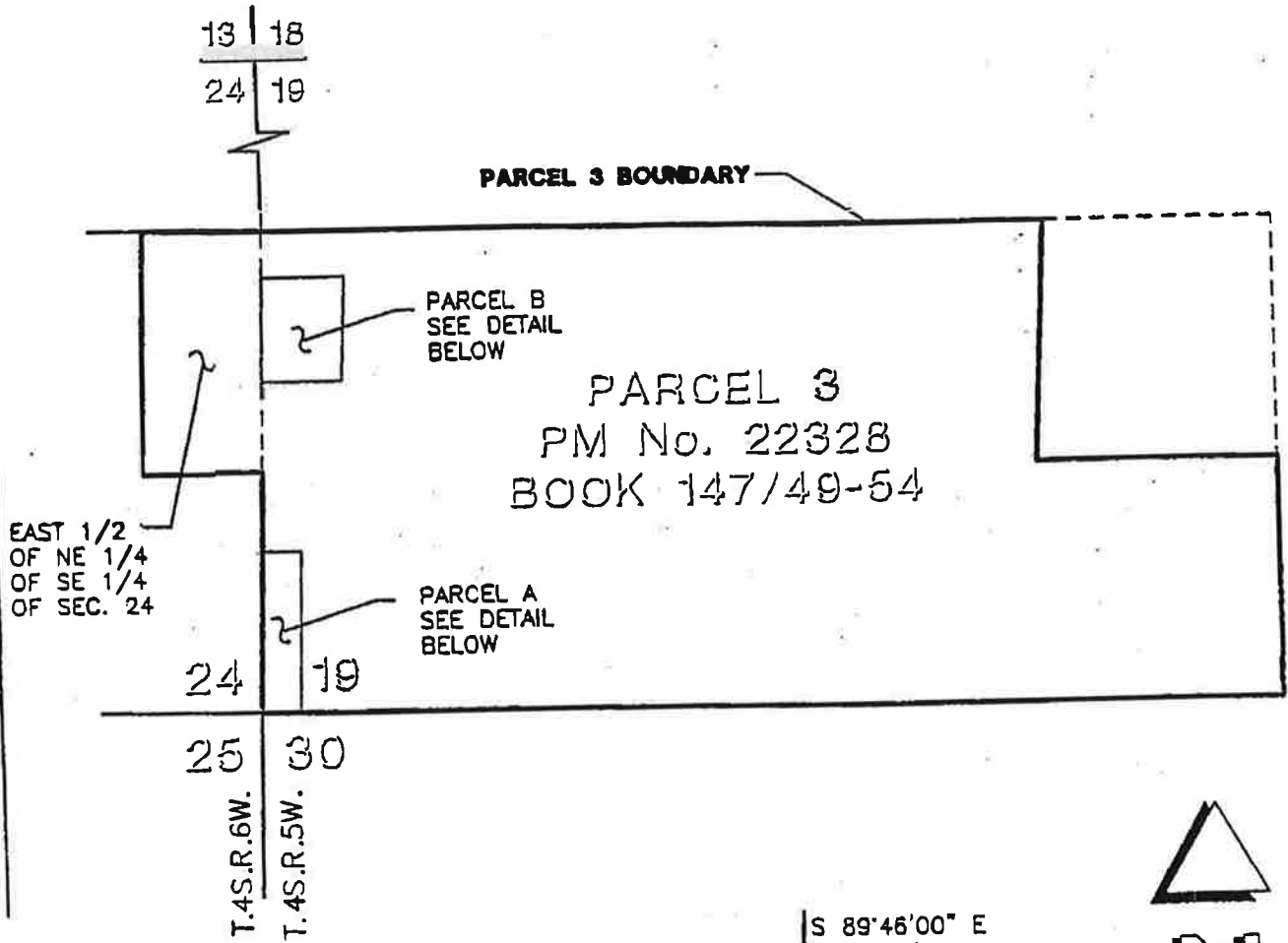
Vincent Kleppe  
Vincent Kleppe LS 7181  
My commission expires 12/31/03

Date: 11-7-01

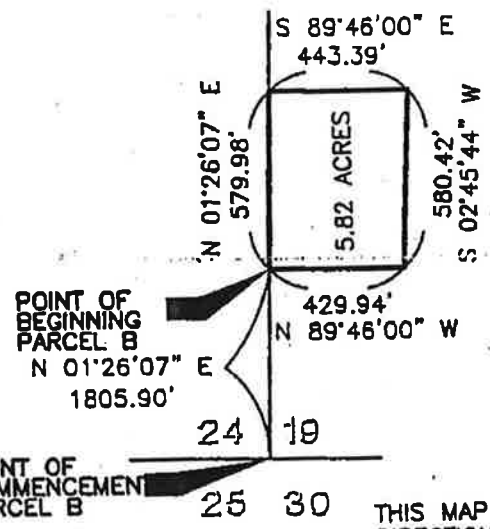


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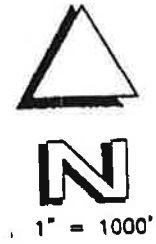
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**PARCEL A**  
 NOT TO SCALE



**PARCEL B**  
 NOT TO SCALE



THIS MAP WAS PREPARED UNDER MY DIRECTION.  
*Vincent Kleppe 11-7-01*  
 VINCENT KLEPPE, PLS 7181  
 MY LICENSE EXPIRES 12/31/03

DRAWN BY: VGK  
 DATE: 11-6-01  
 JOB # 119.001  
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**THE PRIZM GROUP**

- 3-D LASER SCANNING
- GEOMATIC ENGINEERING
- GPS & ROBOTIC SURVEYING
- CIVIL ENGINEERING
- LAND PLANNING

2575 CORONA AVE. NORCO, CA 93860  
 PHONE: (909) 737-4408 - FAX: (909) 737-4407 - lpg@mindspring.com

**EL SOBRANTE LANDFILL EXPANSION PROJECT:**  
**282-ACRE CONSERVATION PARCEL**

**EXHIBIT "D"**  
**EL SOBRANTE LANDFILL**  
**ANNUAL MONITORING REPORTS**

Note- The Annual Reports shall generally follow the reporting format consistent with the 2016 Annual Reports, as received by the Board on March 27, 2018 (Agenda Item 12.1)

**I) Annual Monitoring Report**

Provides annual updates to include:

1. Date of Report; Report Period;
2. Permits obtained, extended or modified;
3. Tons of Waste placed in Landfill during reporting period;
4. Cubic yards of material placed in Landfill during the reporting period;
5. Changes in Project Plan during reporting period;
6. Amount of County Waste received during reporting period;
7. Amount of Non-County Waste received during reporting period;
8. Average daily rate of tonnage during reporting period;
9. Current hours of operation;
10. Current State requirement for trust balance;
11. Current State requirement for contributions to Closure/Post-Closure trust;
12. Amount contributed to State Closure/Post-Closure trust during reporting period;
13. Amount withdrawn from Closure-Post-Closure trust during reporting period;
14. Sources of Non-County Waste during reporting period;
15. Projected Non-County Waste to be received during next reporting period;
16. Projected County Waste to be received during next reporting period;
17. Insurance carrier for comprehensive general liability policy (Attach certificate);
18. List any unresolved complaints from: any Regulatory Agency;
19. List any pending litigation involving the Landfill.

**II) Conditions of Approval Status Report**

Documents compliance with the Riverside County Board of Supervisors and Riverside County Transportation Department's Conditions of Approval imposed on USA Waste/WMI during the 1998 Landfill Expansion Project.

**III) Mitigation Monitoring Program Status Report**

Documents compliance with the mitigation measures adopted for the operation of the El Sobrante Landfill.



COUNTY OF RIVERSIDE  
TRANSPORTATION AND  
LAND MANAGEMENT AGENCY

Transportation Department



David E. Barnhart  
Director of Transportation

TRANSPORTATION PLANNING DIVISION

March 27, 1998

Robert A. Nelson, Director  
Waste Resources Management District  
1995 Market Street  
Riverside, CA 92501-1370

COUNTY OF RIVERSIDE  
WASTE MANAGEMENT  
98 MAR 31 PM 1:21

**RE: El Sobrante Landfill Expansion - Transportation Related Conditions of Approval**

Dear Mr. Nelson:

The Transportation Planning staff has reviewed the traffic study submitted by Albert Grover & Associates in support of the Environmental Impact Report (EIR) for the El Sobrante Landfill Expansion project. The traffic study was prepared in accordance with County approved guidelines. The Department generally concurs with the findings of the traffic study and the traffic related impacts addressed in the study and the EIR.

The traffic study indicates that it is possible to achieve a minimum Level of Service (LOS) of "C" for the following intersections that would be affected (some of the intersections require improvement to meet the LOS of "C"):

- Temescal Canyon Road/I-15 southbound ramps
- Temescal Canyon Road/I-15 northbound ramps
- Temescal Canyon Road/Landfill Access Road
- Temescal Canyon Road/Weirick Road
- Temescal Canyon Road/Cajalco Road
- Project Access Road/Park Canyon Drive

The County's Comprehensive General Plan Circulation Policies require a minimum LOS "C" for this project. As such, the proposed project is consistent with the General Plan policies.

The Transportation Department recommends that the following conditions of approval be attached to the USA Waste permit for expansion of the landfill operation.

Mr. Robert A. Nelson, Director-Waste Resources  
El Sobrante Expansion  
March 27, 1998  
Page -2-

### CONDITIONS OF APPROVAL

1. Upon permit approval, USA Waste shall immediately amend their operating plan to require all trucks hauling out of county imported waste to exclusively utilize the Temescal Canyon Road Interchange at I-15 for access to and from the landfill site.
2. Within 90 days of permit approval, the applicant shall pay a Traffic Signal Mitigation Fee in accordance with Riverside County Ordinance No. 748. Said fee shall be based upon industrial/per net acre. The project net acreage is 4.5 acres. The remaining acreage is not subject to mitigation at this time. (See Table 1 for estimated costs)
3. Within three (3) months after the Start Date, USA Waste shall commence construction of and diligently pursue the completion of the following road improvements:
  - a. An additional lane in each direction on Temescal Canyon Road from I-15 Northbound on/off-ramps to the El Sobrante Access Road. The structural section of the additional lanes shall satisfy a Traffic Index of 11.5.
  - b. Eight-foot paved shoulder on the west side of Temescal Canyon Road adjacent to the intersection of Temescal Canyon Road and the El Sobrante Access Road.
  - c. Improvements of the intersection of Temescal Canyon Road/El Sobrante Access Road to provide the following intersection geometrics and any required widening:

Westbound: One right turn lane and one left turn lane on the El Sobrante Access Road. This improvement to be accomplished in conjunction with the improvements to the lower portion of the El Sobrante Access Road as required by Condition No. 3d.

Southbound: None

Northbound: Extend existing right turn lane on Temescal Canyon Road.
  - d. Improve the lower portion of the El Sobrante Access Road (from the intersection of Temescal Canyon Road to the cul-de-sac) so that it will meet a Traffic Index of 11.5, and so that it complies with Standard 106-B for improved drainage protection from the 100-year, 24-hour storm, or as approved by the Director of the County Transportation Department. The improvement of the lower portion of the Access

**CONDITIONS OF APPROVAL (CON'T)**

Road shall be designed based on direction of the Riverside County Flood Control District, and maximum water depth of 9 inches across the Access Road, generally as depicted in the attached exhibit - "Proposed Conceptual Access Road Improvements." Coldwater Wash Channel improvements and rock slope protection shall continue southeasterly from the access road along the entire length of Temescal Canyon Road to the Hydro-Conduit driveway as approved by the Transportation Department.

- e. The applicant shall construct the following traffic signals (these signals are over and above the Traffic Signal Mitigation Fee payment made by the applicant pursuant to County Ordinance No. 748, and are not subject to credit or reimbursement):

Temescal Canyon Road (E/W) at:

- i. El Sobrante Access Road.
  - ii. I-15 Northbound on/off ramps (as approved by Caltrans).
  - iii. I-15 Southbound on/off ramps (as approved by Caltrans).
4. Within three (3) months after the Start Date, USA Waste or its successor-in-interest shall initiate construction and diligently pursue to completion the following road improvements at the intersections of Temescal Canyon Road with Southbound and Northbound I-15 on/off-ramps to provide the following intersection geometrics, including any required widening or as approved by Caltrans and the Riverside County Transportation Department.

Eastbound: An additional through lane on Temescal Canyon Road between Southbound and Northbound on/off-ramps.

Westbound: An additional through lane on Temescal Canyon Road between Southbound and Northbound on/off-ramps, and one right turn lane from Temescal Canyon Road onto Northbound on-ramp.

Southbound: One left turn lane on off-ramp.

Northbound: An additional lane on on-ramp.

Mr. Robert A. Nelson, Director-Waste Resources  
El Sobrante Expansion  
March 27, 1998  
Page -4-

**CONDITIONS OF APPROVAL (CON'T)**

5. Within 90 days following the end of calendar year in which the total tonnage of waste landfilled at El Sobrante exceeds 1,440,000 tons, USA Waste shall establish and be responsible for a Development Monitoring Program which shall include the following:
- a. Consult with and obtain clearance from Caltrans District 8 and the South Coast Air Quality Management District to assure compliance and coordination with the Regional Mobility and Air Quality Management Plans.
  - b. Develop a program to minimize in and outbound transfer trucks during peak hours.
  - c. A construction traffic control plan for offsite, public roads shall be developed to control construction-related traffic impacts during periodic construction of landfill cells to reduce construction related traffic impacts to local residents and businesses.

Estimated costs for all off-site road improvements are summarized in the attached Table 1-El Sobrante Landfill Expansion - Estimated Cost of Off-Site Improvements.

With the inclusion of the above conditions of approval, the Department finds that the roadways and intersections affected by the project will operate at a minimum LOS of "C", thus mitigating project related traffic and circulation impacts to a level of insignificance. If you have questions regarding the conditions of approval, please feel free to call us at (909) 275-6800.

Sincerely,



Edwin D. Studor,  
Transportation Planning Manager

EDS:jas

Attachments

cc: George Johnson, County Transportation Department  
Lesley Likins, Waste Management  
Les Bittenson, USA Waste  
Robert Mason, Environmental Solutions



**Table 1**  
**El Sobrante Landfill Expansion**  
**Estimated Cost of Off-Site Improvements**  
**(As Required by Conditions of Approval)**

Condition/Required Improvement	Category	Low Estimate	High Estimate	Average Cost
2. Traffic Signal Mitigation Fee (Ord. No. 748)	1	\$12,172 <sup>1</sup>	\$12,172 <sup>1</sup>	\$12,172 <sup>1</sup>
<b>Subtotal of Condition No. 2</b>		<b>\$12,172</b>	<b>\$12,172</b>	<b>\$12,172</b>
3a. Widen Temescal Cyn Rd: I-15 to Access Rd	3	\$408,000	\$685,000	\$546,500
3b. Eight foot shoulder on Temescal Cyn Rd	2	\$61,000	\$80,000	\$70,500
3c. Temescal Cyn Rd @ El Sobrante Access	2	\$14,000	\$27,000	\$21,000
3d. Improve lower portion of Access Rd	2	\$919,000	\$1,563,000	\$1,241,000
3e. Non-Ord. No. 748 Traffic Signals				
i. Temescal Cyn Rd @ Access Rd	2	\$115,000	\$115,000	\$115,000
ii. Temescal Cyn Rd @ I-15 N/Bound Ramp	3	\$161,000	\$161,000	\$161,000
iii. Temescal Cyn Rd @ I-15 S/Bound Ramp	3	\$161,000	\$161,000	\$161,000
<b>Subtotal Condition No. 3</b>		<b>\$1,839,000</b>	<b>\$2,792,000</b>	<b>\$2,316,000</b>
4. Improvements at Temescal Canyon Road/I-15 Interchange	1	\$802,000	\$2,115,000	\$1,458,500
<b>Subtotal Condition No. 4</b>		<b>\$803,000</b>	<b>\$2,115,000</b>	<b>\$1,458,500</b>
<b>TOTAL ESTIMATED COSTS</b>		<b>\$2,654,172</b>	<b>\$4,919,172</b>	<b>\$3,786,672</b>
<b>Category 1 Subtotal</b>				<b>\$1,470,672</b>
<b>Category 2 and 3 Subtotal</b>				<b>\$2,316,000</b>

April 2, 1998

<sup>1</sup>Traffic Signal Mitigation Fee is subject to Annual Adjustment.

## **EXHIBIT "F"**

### **RIVERSIDE COUNTY**

### **CONDITIONS OF APPROVAL**

#### **El Sobrante Landfill Expansion Project**

**Date: Board of Supervisors, August 18, 1998**

**Amended and Restated July 17, 2018**

The Second El Sobrante Landfill Agreement shall incorporate each of the following documents:

- Environmental Impact Report (EIR), consisting of Draft EIR, dated April 1994, Final EIR, dated April 1996, and the Update to the Final EIR, dated July, 1998.
- Mitigation Monitoring Program (MMP), dated August 18, 1998

To the extent that the following Conditions of Approval require mitigation measures in addition to those outlined in the EIR, these Conditions shall control.

1. USA WASTE OF CALIFORNIA, INC. ("USA WASTE") or its successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside, its agents, officers, and employees from any claim, action, or proceeding against the County of Riverside or its agents, officers, or employees to attack, set aside, void or annul an approval of the County of Riverside, its advisory agencies, appeal boards or legislative body concerning Environmental Impact Report for the El Sobrante Landfill Expansion Project (State Clearinghouse No. 90020076) and the Second El Sobrante Landfill Agreement. The County of Riverside will promptly notify USA WASTE or its successor-in-interest of any such claim, action, or proceeding against the County of Riverside and will cooperate fully in the defense. If the County fails to promptly notify USA WASTE or its successor-in-interest of any such claim, action, or proceeding or fails to cooperate fully in the defense, USA WASTE or its successor-in-interest shall not, thereafter, be responsible to defend, indemnify, or hold harmless the County of Riverside.
2. These Conditions and those mitigation measures outlined in the EIR shall be implemented and monitored in accordance with the MMP. USA WASTE or its successor-in-interest shall comply with the MMP. The MMP includes any changes adopted as part of a revision to the EIR
3. USA WASTE or its successor-in-interest shall comply with the conditions set forth in the County Transportation Department letter, dated March 27, 1998, a copy of which is set forth as a portion of Exhibit "E" of the Agreement.

**El Sobrante Landfill Expansion Project**  
**Conditions of Approval**  
**BOS August 18, 1998**  
**Amended and Restated July 17, 2018**  
**Page 2**

4. The development of the El Sobrante Landfill Expansion Project shall be in accordance with the mandatory requirements of all applicable Riverside County ordinances and shall conform substantially with the project description in the EIR (State Clearinghouse No. 90020076), as filed in the office of the Riverside County Waste Management Department.
5. Whenever a specified material, design, system or action is required by the project or any exhibit thereto, USA WASTE or its successor-in-interest may substitute such material, design, system or action, provided that:
  - a) Such material, design, system or action complies with all applicable Federal, State, and local regulations; and,
  - b) Any Federal, State or local regulatory agency having jurisdiction has approved the use of the material, design, system or action for similar facilities (i.e., Class III landfills); and,
  - c) The General Manager - Chief Engineer of the Riverside County Waste Management Department, with concurrence of the appropriate regulatory agency(ies), has determined that such material, design, system or action is technically equal, or superior to, those required in these conditions.
6. Transportation of out-of-County waste from areas other than Los Angeles County, Orange County, San Bernardino County, and San Diego County shall not be permitted without additional environmental review and approval.
7. Out-of-County waste from Los Angeles County, Orange County, and San Diego County shall be transported to the El Sobrante Landfill by transfer trucks, and not packer trucks.
8. Out-of-County waste from San Bernardino County may be transported to the El Sobrante Landfill by packer truck up until July 1, 2000, at which time the waste from San Bernardino County shall be transported by transfer trucks.
- 9.a. The liner system (inclusive of the bottom liner and the sideslope liner) of the landfill shall exceed the requirements of Subtitle D and California Code of Regulations (CCR) Title 27 and shall be composed of the alternative bottom liner (identified as Alternative Bottom Liner B2) and the alternative sideslope liner (identified as Sideslope Liner Alternative S2), which are both described and evaluated in *Evaluation of Liner System Alternatives, El Sobrante Landfill Expansion, Riverside County, California*, prepared by GeoSyntec Consultants and dated February 1998.

**El Sobrante Landfill Expansion Project**  
**Conditions of Approval**  
**BOS August 18, 1998**  
**Amended and Restated July 17, 2018**  
**Page 3**

- b. If it is determined that this liner system alternative will not meet the requirements of the regulatory agencies, a substitute liner system must be approved by the regulatory agencies, and evidence of such a determination shall be forwarded to the El Sobrante Landfill Administrative Review Committee of Riverside County. In this event, the substitute liner system shall be composed of a bottom liner and sideslope liner that are at least equal to Alternative Bottom Liner B2 and Sideslope Liner Alternative S2, respectively, and must be approved by the Administrative Review Committee.
10. The final cover of the landfill shall conform to Subtitle D and CCR Title 23 and shall consist of a minimum of four (4) feet of vegetative layer, in accordance with the augmented cover described in the EIR (State Clearinghouse No. 90020076). Any change from the augmented cover shall require clearance from the Riverside County Waste Management Department, the California Integrated Waste Management Board, Regional Water Quality Control Board, the U.S. Fish and Wildlife Service, and the California Department of Fish and Game.
11. Prior to any offsite grading, USA WASTE or its successor-in-interest shall obtain and record appropriate offsite easements.
12. Prior to construction and construction/operation activities, the following pre-monitoring measures shall be implemented to avoid or lessen boundary concentrations of NO<sub>2</sub>:
  - a. Normal landfill operations and cell construction/closure activities shall be preplanned to avoid potentially adverse alignments (both horizontally and vertically) during anticipated periods of meteorological conditions which could result in the greatest property boundary concentration.
  - b. During periods when both disposal and construction activities are occurring, downwind property line monitoring of NO<sub>2</sub> shall be implemented for wind and stability conditions which could result in the highest boundary concentrations.
13. During construction and construction/operation activities, the following post-monitoring measures shall be implemented to avoid or lessen boundary concentrations of NO<sub>2</sub>:
  - a. If monitoring determines that the 1-hour NO<sub>2</sub> standard (i.e., 470 µg/m<sup>3</sup>) is being approached (i.e., within 95 percent of the standard or approximately 450 µg/m<sup>3</sup>), construction or cell closure activities shall be curtailed until the appropriate tiered mitigation measures can be implemented, or until adverse meteorological conditions no longer exist.

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- b. The waste placement and/or clay preparation areas shall be moved to a preplanned alternative working location to separate emissions from clay placement construction emissions.
  - c. Construction procedures shall be configured such that operations requiring heavy equipment do not occur simultaneously (e.g., clay placement and protective soil placement by scrapers will not be done during periods with adverse meteorological conditions).
  - d. Construction scheduling will be slowed to reduce daily equipment usage.
  - e. Hours of construction with designated pieces of equipment (e.g., scrapers) shall be constrained to occur outside of peak adverse meteorological conditions.
- 14.a. A Citizen Oversight Committee shall be formed by the Board of Supervisors pursuant to Board Policy A-21 upon approval of the project. The Citizen Oversight Committee shall be composed of a total of five (5) members, whose term of service will be established upon formation of the Committee. Three (3) of the five (5) members will be appointed by the Supervisor of the district in which the landfill is located. Of these three (3), two (2) members must reside within a three (3) mile radius of the landfill property. One (1) member shall be a representative from a corporate operation within a three (3) mile radius of the landfill property. The remaining two (2) members will be appointed by the entire Board of Supervisors and shall be chosen at large to represent the affected communities of interest.
- b. The Citizen Oversight Committee shall meet at least once annually to review the Annual Status Report submitted by the Administrative Review Committee, which will include all the reports and data that will be provided by USA WASTE or its successor-in-interest, and shall submit written comments on the project to the Board of Supervisors as they deem necessary.
- 15.a. USA WASTE or its successor-in-interest shall deposit 50 cents per ton into a Third Party, Environmental Impairment Trust, which fund shall be established and maintained throughout the life of the project. Any balance in the existing fund contributed by USA WASTE or its successor-in-interest under the First El Sobrante Landfill Agreement, as amended, shall continue to accrue with deposits from all waste delivered to the site on or after the start date, including interest earnings on the funds, until the fund has reached a total of \$2,000,000, at which time deposits may be discontinued until withdrawals cause the fund to fall below the \$2,000,000 cap. The cap shall increase annually by 90% of the change in the Consumer Price Index (CPI) starting in the year 2002.

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- b. Monies may be withdrawn from the Environmental Impairment Trust only for environmental remediation purposes, with approval by USA WASTE or its successor-in-interest and the General Manager - Chief Engineer of the Riverside County Waste Management Department. The Trustee shall be required to report quarterly to the Department on all fund activity and balances.
16. Except for vehicles collecting waste in the immediate vicinity of the landfill, USA WASTE's or its successor's-in-interest collection vehicles delivering waste from in-County to be disposed at El Sobrante shall utilize only that portion of Temescal Canyon Road between its intersection with I-15 and the landfill access road for all trips (both inbound and outbound), except in the event of a closure of the on/off ramps at Temescal Canyon Road and I-15.
17. Wherever feasible, temporary earthen or landscape berms, or other structures or measures, shall be utilized to reduce potential noise and glare impacts on surrounding residents from nighttime activities at the working face of the landfill. Any measures implemented for this purpose shall be subject to annual review by the Citizen Oversight Committee.
18. USA WASTE or its successor-in-interest shall include the County in all aspects of the Section 7 Consultation and Streambed Alteration processes and shall work cooperatively with the County in developing the final agreement with the appropriate federal and state agencies that will allow a portion of the trust fund monies to be used to satisfy other County obligations or goals related to multi-species habitat acquisition and management.
- 19.a. In the event any official or employee for USA WASTE or its successor-in-interest or any environmental or design professional hired by USA WASTE 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 business, activities or operations of USA WASTE or its successor-in-interest, USA WASTE 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, USA WASTE or its successor-in-interest shall provide the County with copies of any reports required to be prepared by USA WASTE or its successor-in-interest pursuant to federal securities laws, including quarterly and annual reports.
- b. In the event any official or employee for USA WASTE or its successor-in-interest or any environmental or design professional hired by USA WASTE or its successor-in-interest,

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who has direct responsibility for any phase of the development or operations at El Sobrante Landfill, including but not by way of limitation, any similar personnel for USA WASTE or its successor-in-interest having a responsibility for transferring or delivering waste to the Project, 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 USA WASTE or its successor-in-interest, 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 El Sobrante Landfill during the pendency of trial and/or following conviction.

- c. In the event any director, official or employee of USA WASTE or its successor-in-interest ever be convicted of a felony associated with the solid waste management business, said director, official or employee will be immediately terminated.
- 20.a. Within three (3) years of the Start Date, USA WASTE or its successor-in-interest shall submit to the County of Riverside an evaluation of the technological and economical feasibility of using natural gas fuel or other alternative fuel in transfer trucks. The technological feasibility of the evaluation shall include review comments by the South Coast Air Quality Management District. The evaluation shall be subject to County approval. If the County finds that natural gas fuel or other alternative fuel in transfer trucks is technologically and economically feasible, USA WASTE or its successor-in-interest shall develop and implement a program to phase-in transfer trucks capable of using these fuels. The program shall be subject to County approval.
  - b. If the County concludes that transfer trucks capable of using alternative fuels are not technologically and economically feasible, USA WASTE or its successor-in-interest shall periodically re-evaluate the feasibility of using alternative fuels in transfer trucks. Such re-evaluations shall be at least every three (3) years. USA WASTE or its successor-in-interest shall, however, conduct such a re-evaluation anytime deemed appropriate by the County.
21. USA WASTE or its successor-in-interest shall consult with Caltrans regarding the length of the left turn lane on the southbound off ramp from I-15 to Temescal Canyon Road. The length of the left turn lane shall be sufficient to assure that trucks in the left turn lane do not interfere with vehicles in the right turn lane of the off ramp.
  22. The Administrative Review Committee (formed pursuant to Section 13 of the Second El Sobrante Landfill Agreement) shall have the following functions:
    - a. Review and approval of minor changes to the landfill site plan and/or project plan, which are exempt under the California Environmental Quality Act (CEQA). Changes to the landfill site plan and/or project plan that require revisions to the landfill's operating permits or that require additional CEQA analysis must be reviewed and approved by the Board of Supervisors and the appropriate regulatory agencies.

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- b. Review Mitigation Monitoring Reports submitted by USA WASTE or its successor-in-interest.
- c. Require USA WASTE or its successor-in-interest to submit additional information regarding performance at the landfill for review.
- d. Solicit and consider input received from the Citizens Oversight Committee.
- e. Solicit input from technical experts necessary to perform the review.
- f. Within 60 days of its annual meeting, the Administrative Review Committee will submit an annual report to the Board of Supervisors and the Citizens Oversight Committee regarding the conformance status of USA WASTE or its successor-in-interest with the conditions imposed on the project. A copy of the Annual Status Report is to be made available for public review at accessible locations.

23 .a. USA WASTE or its successor-in-interest shall be responsible for the control and cleanup of litter and debris from the landfill and/or waste-hauling vehicles along the landfill access road to its intersection with Temescal Canyon Road, and along Temescal Canyon Road from the intersection with Interstate 15 (I-15) to the intersection with Weirick Road.

- b. At a minimum, USA WASTE or its successor-in-interest shall inspect and remove litter and debris from these roadways on a weekly basis and within 48 hours upon receipt of notice or complaint.



## Exhibit G

### APPENDIX A TO MEMORANDUM OF UNDERSTANDING BETWEEN RIVERSIDE COUNTY WASTE MGMT DEPT AND USA WASTE OF CALIFORNIA, INC.

This APPENDIX A has been entered into between the RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT and USA WASTE OF CALIFORNIA, INC. in order to set forth a methodology for implementing the requirements of the Second El Sobrante Landfill Agreement related to operation of the Gate House, and the allocation of costs for such operations between COUNTY (for County Waste) and USA WASTE (for Non-County Waste).

**Sec. 2.a. Current cost of Gate Fee and Waste Inspection Services** (based on 9,000 hrs/yr for Gate Services and 2,000 hrs/yr for Waste Inspection):

At Jan. 1, 2006      Annual Cost = \$584,731.00      Monthly cost = \$48,727.58

**Sec. 2.b. Increases/Decreases Created by staffing adjustments:**

- o Increases or decreases to the Monthly Cost shall be adjusted on the billing cycle following the change caused by actual increases in hours of service at El Sobrante Landfill resulting from:
  - Increased or decreased operational hours of USA Waste
  - Increased or decreased staffing due to significant and sustained changes in customer entrance, including the addition of a second manned fee booth or system

Increases or decreases to the Monthly Cost due to changes in ~~Load Inspections~~ staffing shall be made after providing USA Waste 30-days notice of proposed changes. Such changes shall not be arbitrary and the inspection frequency ratio shall not exceed the approximate inspection frequency ratios conducted at other Riverside County solid waste facilities.

- o Waste Inspection per additional Waste Inspector:
  - o Minimum of .5 FTE at 218% of Sr. Waste Inspector base salary, Step 6
    - Estimated annual increase based on rates in effect at Jan. 1, 2006 would be \$43,331.41 or 19.1123/hr x 2.18 x 1040 hours
    - Monthly increase at Jan. 1, 2006 rates would be \$3,610.95
- o Gate Fee per additional service assistant:
  - o Minimum of .5 FTE at 177% of Sr. Gate Service Asst. base salary, Step 5
    - Estimated annual increase based on rates in effect at Jan. 1, 2006 would be \$26,726.58 or 14.5190/hr x 1.77 x 1040 hours
    - Monthly increase at Jan. 1, 2006 rates would be \$2,227.22
- o Increases or decreases for staffing will be charged at increments of .25 FTE.
- o Additional or reduced billing will become part of the regular cost as described in Section 2.a. of the MOU and subject to the next allowable CPI increase as described below in this Appendix.
- o Additional billing will be considered all inclusive – i.e. includes overtime, shift differential pay, training, equipment, supplies, and administrative support.

**A CPI increase will be applied annually**, equal to 90% of the annual change in All Urban Consumers LA, Riverside, Orange County Consumer Price Index (CPI) for period ending December 31.

- o Increase to be calculated each January for the upcoming year

Notice is hereby given of annual CPI increase and no additional notice will be required or expected

- At January 1, 2007 Annual Cost = \$584, 731.00 x change in CPI
- Monthly billing = Adjusted Annual Cost divided by 12 and rounded to the nearest whole cent.
- Adjusted monthly billing will be reflected on those invoices submitted for payment on or about February 10 of each year and onward.

SUPPORTING CALCULATION FOR SALARY MULTIPLIERS  
USED IN APPENDIX A

**Waste Inspectors at 218% of base salary:**

• Base Salary			100%
• Overtime and Shift Differential			5%
• Benefits:			
○ Employer Pd retirement		19.4%	
○ Employer Pd Social Security		7.5	
○ Health Benefit		21.1	48%
	<u>Est. Annual Cost</u>		
• Equipment:			
○ Vehicle:			
▪ Purchase \$30,000	\$10,000		
▪ Annual Mileage est.=16,640			
▪ Maintenance at .45/mile	\$7,488	\$17,488	44%
○ Uniform	\$550		
○ Physical	\$450 doc exam+hearing+gas mask		
○ Safety Equipment:			
▪ Shoes	\$175		
▪ Gloves & Mask	\$250		
○ Communication Equipment:			
▪ Radio	\$350		
▪ Cell phone	\$360		
▪ Digital Camera	\$650		
• Training:			
○ Annual Certification Training	\$1,500	\$4,285	10.8%
• Administrative Support:			<u>10%</u>
		<b>TOTAL</b>	<b>217.8%</b>

**Gate Service Assistant at 177% of base salary:**

• Base Salary			100%
• Overtime and Shift Differential			5%
• Benefits:			
○ Employer Pd retirement		19.4%	
○ Employer Pd Social Security		7.5	
○ Health Benefit		27.8	54.7%
• Supplies:			
○ Computer / Supplies	\$1,600		
○ Other Office Supplies	475		
• Training:			
○ Customer Service	<u>250</u>	\$2,325	7.7%
• Administrative Support:			<u>10%</u>
		<b>TOTAL</b>	<b>177.4%</b>

Both parties represent and warrant that they have the requisite authority to enter into this agreement, and that the persons signing below have authority to bind their respective party.

EFFECTIVE as of the latest date set forth below.

RIVERSIDE COUNTY  
WASTE MANAGEMENT DEPARTMENT  
14310 Frederick Street  
Moreno Valley, CA 92553

USA WASTE OF CALIFORNIA, INC.  
10910 Dawson Canyon Road  
P.O. Box 77908  
Corona, CA 92877-0130

Date: 9/1/06  
By: [Signature]  
Name: HANS KEANKAMP  
Title: GENERAL MANAGER - CHIEF ENGINEER

Date: 8/31/06  
By: [Signature]  
Name: DANIEL DE FORTES  
Title: DISTRICT MANAGER

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "H"

### EL SOBRANTE LANDFILL

#### AUTHORIZED VEHICLE TYPES FOR NON-COUNTY WASTE

<b>Vehicle Type</b>	<b>Description</b>	<b>Policy/Restrictions</b>
1	Car or Station Wagon	Not Allowed
2	Van, Pickup Truck or Trailer	Not Allowed
3	Truck or 2 Wheel Trailer	Not Allowed
4	Car, Van, or Truck w/2-wheel trailer (both carrying)	Not Allowed
8	10-16 Wheel Truck or Tractor Trailer	Allowed w/15 or more tons
10	18-Wheel Tractor Trailer	Allowed -no restrictions
11	Liquid Waste Tanker	Not Allowed
13	Commercial Hauler (non-compacted)	*Allowed -with restrictions
14	6-Wheel Truck (over 2 Tons Capacity)	Not Allowed
16	Commercial Hauler (Compacted Front End Loader)	Not Allowed
17	Commercial Hauler (Compacted Roll-off)	*Allowed -with restrictions
18	Commercial Hauler (Compacted Rear/Side Loader)	Not Allowed
19	Transfer Trailer	Allowed -no restrictions

\* 13/17 -Allowed if hauling 2 bins, has 18 wheels, or carrying 15 or more net tons

Note - Riverside County allows for incidental volumes of waste from any jurisdiction to be disposed of at the landfill to avoid or minimize illegal dumping (vehicle types 1-4 only).



**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Clarification of the Seal for the Riverside County Board of Supervisors  
(embossed on the document)



Date:

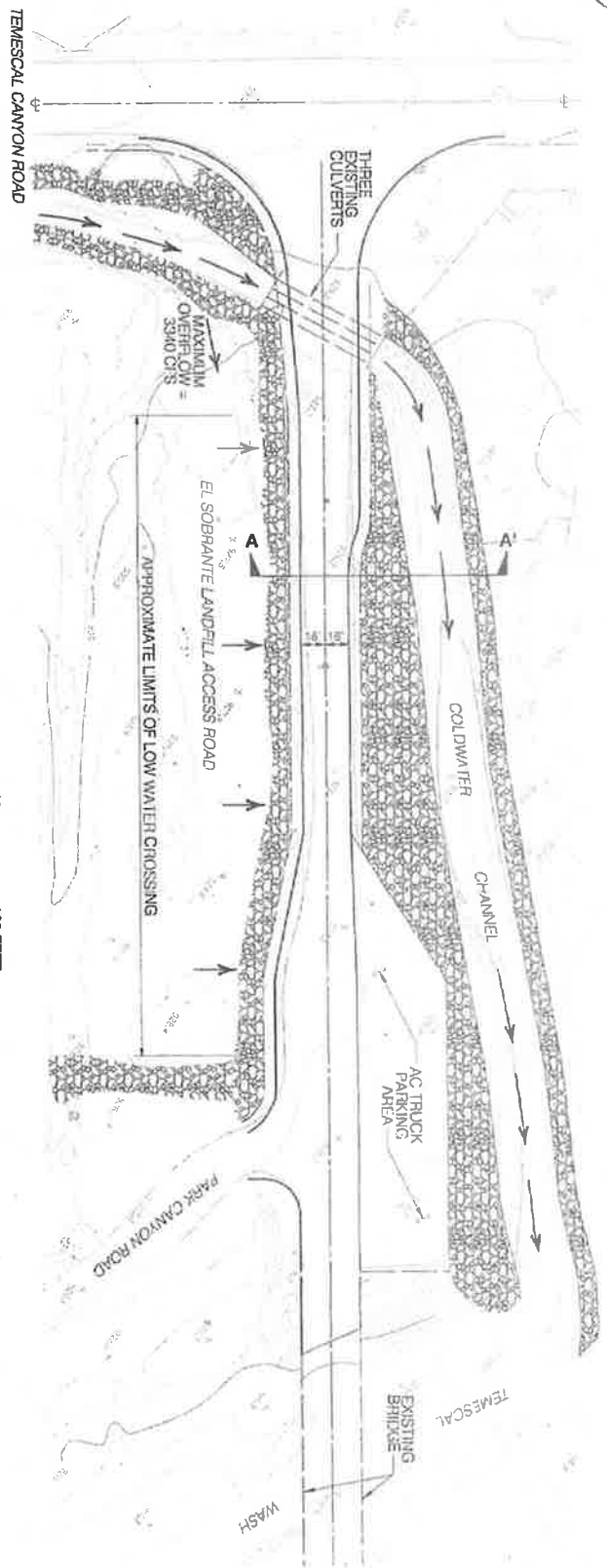
7-17-18

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant



CROSS SECTION A-A

DRAFT

**PROPOSED CONCEPTUAL  
ACCESS ROAD IMPROVEMENTS**

EL SOBRANTE LANDFILL  
WESTERN WASTE INDUSTRIES  
ENVIRONMENTAL SOLUTIONS, INC.