

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



ITEM: 15.2
(ID # 26843)

MEETING DATE:
Tuesday, January 28, 2025

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the First Amended and Restated Master Lease, Memorandum of the Master Lease, and First Amended and Restated Waste Disposal Agreement, between the County of Riverside and Burrtec Recovery and Transfer, LLC. District 4. [\$0 - Department of Waste Resources Enterprise Funds] (CEQA Exempt per Sections 15061(b)(3), 15273, and 15301)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), Section 15273 (Rates, Tolls, Fares, and Charges), and Section 15301 (Existing Facilities);
2. Approve the First Amended and Restated Master Lease (Master Lease), and Memorandum of Master Lease, between the County of Riverside and Burrtec Recovery and Transfer, LLC, a California limited liability company, for the continued operation of the Edom Hill Transfer Station (EHTS);

Continued on Page 2


ACTION: Policy


Andrew Cortez 12/30/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 28, 2025
xc: Waste, Recorder

Kimberly A. Rector
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:

3. Approve the First Amended and Restated Agreement for Disposal of Solid Waste (Waste Delivery Agreement) between the County of Riverside and Burrtec Recovery and Transfer, LLC, for the disposal of residual waste from the EHTS;
4. Authorize the Chair to execute the Master Lease, Memorandum of Master Lease, and Waste Delivery Agreement on behalf of the County;
5. Authorize the Riverside County Department of Waste Resources (RCDWR) General Manager-Chief Engineer to execute other documents necessary to complete this transaction, subject to approval as to form by County Counsel;
6. Direct the RCDWR to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by this Board; and
7. Direct the Clerk of the Board to record the Memorandum of Master Lease with the County Recorder and return the Memorandum of Master Lease to the RCDWR upon recordation.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Waste Resources Enterprise Fund			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

EHTS, an existing facility in operation for over 20 years, is located on approximately 21.9 acres, primarily situated within the property limits of the closed Edom Hill Landfill, which is located at 70-100A Edom Hill Road, immediately east of Cathedral City limits in an unincorporated area of the western Coachella Valley. As described further below, Burrtec Recovery & Transfer, LLC, a California limited liability company (Burrtec), owns and operates the EHTS through a lease agreement with the RCDWR (Lease).

EHTS operates under Solid Waste Facility Permit (SWFP) No. 33-AA-0296 and is permitted to process up to 3,500 tons per day (tpd) of municipal solid waste. EHTS processes mixed municipal, commercial and industrial solid waste, separated recyclable materials, green and woody waste, and construction and demolition (C&D) debris, etc.

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To address various administrative and operational changes at EHTS, the Lease has been amended five (5) times since it was originally executed in November 2002. RCDWR and Burrtec wish to amend and restate this Lease for the purposes of updating administrative items, consolidating the five (5) amendments to the Lease into this Master Lease, extending the term, and providing for revised operations at EHTS.

Additionally, changes to the Waste Disposal Agreement include adjusting the disposal rate by \$1 per ton for four (4) consecutive years, beginning in FY 25/26. This change keeps pace with increasing costs and liabilities beyond CPI adjustments and is consistent with the County's prior approvals for the same increase for other transfer station operators (CR&R, Waste Management, and Burrtec-Robert Nelson Transfer Station). EHTS is the last transfer station requiring this adjustment and implementing this agreement will address the disposal rate differential between the haulers/transfer stations.

Master Lease and Waste Disposal Agreement (Key Features)

- Consolidates five (5) Lease Amendments into a single Master Lease.
- Extends the Term of the Master Lease from 2032 to 2047.
- Includes scheduled disposal fee increases (beginning in FY 25/26, the contract rate will increase by \$1 per ton for four (4) years, ending in FY 28/29).
- Identifies new accessory structures (maintenance facility), enhanced C&D processing, and reduced/elimination of organics processing (transitioned to a separate facility- Edom Hill Compost Facility).

California Environmental Quality Act (CEQA) Findings

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), statutorily exempt from CEQA pursuant to Section 15273 (Rates, Tolls, Fares, and Charges), and categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities).

The Project contemplated involves extending the lease term, adjusting the disposal rate, adding new accessory structures, and improving operational and administrative efficiencies with the Master Lease and Waste Disposal Agreement.

The Project involves a continuation of approved uses and would not have a direct, indirect, or cumulatively significant effect on the environment. A NOE to this effect will be filed by the Department with the County Clerk and the State Clearinghouse upon Project approval.

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Impact on Residents and Businesses

Approval of the Master Lease and Waste Disposal Agreement will improve operational and administrative efficiencies. The increased disposal fee is spread over four (4) years and in doing so will minimize the financial impact on residents and businesses. The proposed \$1.00/ton rate increases (from FY 2025/26 to FY 2028/29) will increase the residential monthly rate by approximately \$0.10 to \$0.15, each year, above CPI. Depending on the size of a business, level of service and frequency requested, the commercial disposal rate can vary significantly.

Generally speaking, the disposal component of a trash bill comprises only 20% to 30% of the overall charge. The proposed \$1.00/ton increases represent approximately 3.5% of the current per ton rate. Thus, the increases could result in a 1.05% to 1.57% increase to the typical commercial customer for each of those four (4) years, above CPI.

ATTACHMENTS

- ATTACHMENT A: First Amended and Restated Master Lease**
- ATTACHMENT B: First Amended and Restated Waste Disposal Agreement**
- ATTACHMENT C: CEQA NOE 25-01**
- ATTACHMENT D: Memorandum of Master Lease**


Douglas Cordonez Jr. 1/22/2025


Aaron Gettis, Chief of Deputy County Counsel 1/14/2025

**FIRST AMENDED AND RESTATED AGREEMENT
FOR
DISPOSAL OF SOLID WASTE**

The County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources, hereinafter referred to as "COUNTY" and Burrtec Recovery & Transfer, LLC, a California limited liability company, hereinafter referred to as "VENDOR", hereby agree as follows:

RECITALS

WHEREAS, the parties hereto desire to amend and restate that certain AGREEMENT FOR DISPOSAL OF SOLID WASTE (dated November 5, 2002 and as amended on May 23, 2006, June 26, 2007, and September 18, 2007) substantially in its entirety (collectively, the "Agreement"); and

WHEREAS, this document supersedes said Agreement and the parties agree that none of the provisions of the original AGREEMENT or the amendments shall have any effect whatsoever except to the extent they are specifically restated herein; and

WHEREAS, VENDOR owns and operates the Edom Hill Transfer Station ("Facility") with which to provide processing and transfer of solid waste residual; and

WHEREAS, VENDOR desires to arrange for the continued disposal of all of the non-hazardous solid waste residual from the Facility in a Class III sanitary landfill; and

WHEREAS, COUNTY owns and operates Class III sanitary landfills and COUNTY shall continue to accept solid waste residual from the Facility delivered by VENDOR for disposal under the terms and conditions set forth herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

A. Applicable Law

Applicable law means all statutes, rules, regulations, permits, orders, or requirements of the United States, State, County and local government authorities and agencies having applicable jurisdiction that apply to or govern the duties of VENDOR hereunder.

B. Solid Waste.

Solid waste to be delivered by VENDOR to COUNTY and acceptable to COUNTY, shall all be non-hazardous residential and commercial refuse, garbage and/or rubbish and Construction/Demolition Debris which COUNTY's Landfills may receive under its permits and standard operating policies and includes or excludes any other materials that COUNTY designates in writing from time to time upon at least ninety (90) days' prior written notice to VENDOR. Notwithstanding the foregoing, Solid Waste shall not include the following:

(1) **Unpermitted landfill wastes**, including all materials that Badlands, Lamb Canyon, and El Sobrante or other site, which the COUNTY designates for disposal, are not permitted to landfill;

(2) **Asbestos**, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste, defined in item (6) below, if it contains more than one percent asbestos;

(3) **Ash** residue from the incineration of solid wastes, including municipal waste, infectious waste described in item (8) below, wood waste, sludge, and agricultural wastes;

(4) **Auto shredder "fluff"** consisting of upholstery, paint, plastics, and other non-metallic substances which remains after the shredding of automobiles;

(5) **Large dead animals**;

(6) **Hazardous Wastes**:

(a) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25100) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522; and

(b) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;

(c) materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State of

California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;

(d) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; and

(e) materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous wastes.

(7) **Industrial** solid or semi-solid wastes, which are prohibited at the landfill or are inconsistent with the operation of the facility including cement kiln dust, and ore process residues.

(8) **Infectious wastes** which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubings, bottles, drugs, patient care items, such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases;

(9) **Liquid wastes** which are not spadeable, usually containing less than fifty percent solids, including cannery and food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, and sewage sludge, which liquid wastes may be Hazardous Wastes;

(10) **Radioactive wastes** Radioactive wastes under Health and Safety Code Section 114710(g), and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation:

(11) **Sewage sludge** comprised of human and industrial residue, including grit or screenings, removed from a waste water treatment facility or septic tank, whether in a dry or semi-dry form.

(12) **Semi-solid waste, which** contains less than 50 percent solids.

(13) **White Goods** which refers to commercial and residential appliances such as washing machines, clothes dryers, water heaters, refrigerators, trash compactors, microwaves and stoves/ovens which commonly contain mercury, PCBs, freon and oil.

(14) **Tires** which refers to passenger vehicle tires, on-road/off-road heavy equipment tires and agricultural tires that are of a commercial or residential nature in any size, primarily constructed out of vulcanized rubber, polyester fibers and steel belts.

(15) **E-Waste**, which refers to electronic products nearing the end of their "useful life". Computers, televisions, VCRs, stereos, copiers, and fax machines are common electronic products. Many of these products can be reused, refurbished, or recycled.

(16) **Universal Waste** means any of the following wastes that are conditionally exempt from classification as hazardous wastes pursuant to 22 California Code of Regulations section 66261.9:

- (1) Batteries, as described in 22 CCR section 66273.2, subsection (a);
- (2) Electronic devices, as described in 22 CCR section 66273.3, subsection (a);
- (3) Mercury-containing equipment, as described in 22 CCR section 66273.4, subsection (a);
- (4) Lamps, as described in 22 CCR section 66273.5, subsection (a) (including, but not limited to, M003 wastes);
- (5) Cathode ray tubes, as described in 22 CCR section 66273.6, subsection (a);
- (6) Cathode ray tube glass, as described in 22 CCR section 66273.7, subsection (a);
- (7) Aerosol cans, as specified in Health and Safety Code section 25201.16; and
- (8) Photovoltaic modules, as described in CCR section 66273.7.1, subsection (a).

Note: The above referenced sections for Universal Waste are found in California Code of Regulations, Title 22. Social Security.
Any other wastes that become categorized as Universal Waste will also not be considered Solid Waste.

C. Solid Waste Residue

Solid Waste Residue means Solid Waste that remains after undergoing any processing, including the separation and removal of recyclables consistent with the Lease Agreement between VENDOR and COUNTY, at the transfer station and is then loaded into transfer trailers for delivery to landfills.

D. Construction/Demolition Debris

Construction/Demolition debris means building materials together with packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures. Construction refers to SIC

(Standard Industrial Code) 152 through 1794, 1796 and 1799. Demolition refers to SIC Code 1795.

SECTION 2. **COMPLIANCE WITH APPLICABLE LAW.**

VENDOR shall perform all of its respective duties hereunder, and shall cause all of its employees, contractors and agents to perform all of their respective duties hereunder, in accordance with Applicable Law and Permits.

SECTION 3. **DELIVERY OF SOLID WASTE.**

Subject to the provisions of sub item H, VENDOR shall deliver or cause to be delivered all of the Solid Waste residue from the Facility to a designated COUNTY landfill(s).

A. Designated COUNTY Landfills:

COUNTY landfill(s) designated to receive solid waste from the Facility shall be the Badlands Landfill ("Badlands") and the Lamb Canyon Landfill ("Lamb Canyon"). VENDOR can also deliver solid waste from the Facility to the El Sobrante Landfill ("El Sobrante") if COUNTY approves of deliveries to said landfill in writing. County may condition its approval of deliveries to El Sobrante as necessary, but in any event, will require solid waste to be delivered to El Sobrante during off-peak traffic times.

With respect to solid waste that is to be delivered to Badlands or Lamb Canyon, VENDOR agrees that the solid waste residue shall be delivered to the landfill site as directed by COUNTY. COUNTY shall have authority to direct the solid waste residue entirely to Badlands or Lamb Canyon, upon proper notification from the Department of Waste Resources General Manager – Chief Engineer.

COUNTY reserves the option to require VENDOR to deliver solid waste residue to El Sobrante in the event of short term unforeseen circumstances that prevent VENDOR from delivering solid waste residue at Badlands or Lamb Canyon.

B. Tonnage Notification:

VENDOR will notify COUNTY as soon as possible on any day it appears that information about the day's tonnage being forwarded to the landfill would be helpful for the landfill site staff to know as they operate the facility (i.e., an inordinate amount of one waste type, unusually high daily peak, etc.).

C. Size and Type of Delivery Equipment:

The size of tractors and trailers used to transfer solid waste from the Facility to COUNTY landfills will be appropriate to properly fulfill the task. The size will also conform to all standards of the California Highway Patrol.

- (1) Transfer trailers used to deliver solid waste to COUNTY landfills will be limited to models with "walking floors" or if an unloading lift is available at the landfill, to those vehicles, which can be serviced by the landfill operator. All transfer vehicles used to perform services pursuant to this Agreement shall be Alternative Fuel Vehicles using State Approved Alternative Fuels such as LNG, CNG, Propane or other types approved by COUNTY.

D. Hazardous Waste Load Check Program:

AUTHORITY shall operate a hazardous waste load check program at the Facility as required by California law and by COUNTY Ordinance.

E. Rejection of Solid Waste: Rights of Refusal

COUNTY shall reject receipt of any material that does not meet the definition of Solid Waste included herein. VENDOR shall remove any material that is unloaded at COUNTY'S landfills by VENDOR and does not meet the definition of Solid Waste included herein within 24 hours and dispose of it in a safe and lawful manner at VENDOR'S sole expense.

F. Tonnage Tracking Compatible with COUNTY's Current System:

VENDOR shall operate a tonnage tracking system that will determine on a daily basis the amount and origin of generation for the entire waste stream delivered to COUNTY landfills. The tonnage tracking system shall be fully compatible with the COUNTY'S current system. VENDOR shall provide COUNTY with monthly reports broken down by the origin of generation for the waste stream (including source separated and other diverted recyclables reported separately) delivered to the Facility and all disposal sites within fifteen (15) days of the end of the calendar month, and a year-end report that displays all data broken down by month along with a year total for the calendar year. The format of said reports shall be approved by the COUNTY.

VENDOR shall also provide monthly source (residential/commercial/industrial) percentage splits for the waste hauled from each jurisdiction. These reports are due within fifteen (15) days of the end of the month.

The format of all reports shall be approved by the COUNTY.

When the COUNTY implements an electronic reporting system, upon sixty (60) days notice, VENDOR shall transmit origin and source data electronically via the internet within one (1) day of receipt of the prior day's landfill transactions in lieu of monthly reports.

VENDOR will notify COUNTY of any discrepancies of more than 5% between tonnage weights reported by VENDOR and COUNTY when the discrepancy becomes apparent to VENDOR. Both parties agree to have their scales recertified within five (5) working days of said notice. COUNTY will continue using weights as reported by its certified scales.

COUNTY shall have the right to obtain copies of VENDOR'S weight tickets on ten (10) sequential transfer loads once a month upon request.

G. Unloading Safety:

VENDOR shall unload its transfer vehicles at the landfill in a safe and orderly manner. It will observe all of the posted operational rules of the landfills and take direction in regard to site management from landfill staff while on the premises. COUNTY will provide a safe and accessible unloading area at the landfill.

H. Use of Non-COUNTY Landfills

VENDOR may dispose of the solid waste residue from the Facility at landfills other than those owned and/or operated by COUNTY at any time that COUNTY is unable to provide for the disposal of said solid waste residue at Badlands, Lamb Canyon, El Sobrante or any other available COUNTY landfill.

I. VENDOR Controlled In-County Waste:

VENDOR hereby commits during the Term of this Agreement to deliver Solid Waste it has collected, or its subcontractors have collected, anywhere within the cities and unincorporated areas of the Coachella Valley, excluding the cities of Coachella, Indio, La Quinta, and unincorporated areas surrounding those cities to include Southern Coachella Valley Community Service District, Thermal, Mecca, and Oasis where VENDOR pay's a Sublease Rate to the County for said tonnages or from any agency utilizing the Facility, to COUNTY landfills or transfer stations delivering residue to said landfills.

J. Out-of-County Green Waste:

The permanent Green and Woody Waste Processing Facility (GWF) shall only service Riverside County customers. Out-of-County Green and Woody Waste may be handled at the permanent GWF, subject to the following:

- (i) Out-of-County Green and Woody Waste material does not compromise the Riverside County daily capacity needs, as determined by COUNTY.
- (ii) Out-of-County Green and Woody Waste material cannot be disposed or used as Alternative Daily Cover (ADC) at COUNTY landfills.
- (iii) Riverside County Green and Woody Waste material shall have priority over out-of-County material in any beneficial use (e.g., Riverside County material shall be used as ADC as a last resort).
- (iv) The handling of such waste shall not adversely affect the general operation of the Facility for the handling of in-county waste.

- (v) The operation of the Facility shall at all times remain in compliance with all permits and approvals pertaining to its operation.

SECTION 4. ACCEPTANCE OF SOLID WASTE.

A. COUNTY anticipates that during the Term of this Agreement, as hereinafter defined, it will have sufficient disposal capacity at Badlands, Lamb Canyon and El Sobrante to enable it to accept all of the Solid Waste Residue delivered to the landfill facilities from the Facility. Notwithstanding the foregoing, COUNTY shall have no obligation to accept or dispose of the Solid Waste Residue at Badlands, Lamb Canyon, and/or El Sobrante if:

(1) Badlands, Lamb Canyon and/or El Sobrante are closed due to weather or other operational or regulatory concerns, or because of the exhaustion of the permitted disposal capacity of Badlands, Lamb Canyon and/or El Sobrante; COUNTY will direct VENDOR to the landfill not impacted by the closure and/or if available designate a new COUNTY Class III sanitary landfill for use by VENDOR.

B. COUNTY shall not voluntarily close the Badlands landfill, Lamb Canyon landfill or the El Sobrante landfill permanently during the term of this Agreement for any reason, with the following exceptions: (i) as required by state or federal law, (ii) exhaustion of permitted disposal capacity, or (iii) force majeure.

C. In the event that Badlands, Lamb Canyon, El Sobrante and other COUNTY Landfills have all permanently closed for reasons described in paragraph 4B hereof or for any other reason, VENDOR'S obligation to deliver Solid Waste Residue to COUNTY and to pay any disposal fee required hereunder to COUNTY shall cease.

SECTION 5. LANDFILL HOURS.

A. Landfill hours will be established within the parameters of the facility operating permit.

(1) Badlands Landfill will be open between 5:00 a.m. and 4:30 p.m. Monday through Saturday to receive Solid Waste from the Facility. Due to darkness, deliveries to Badlands Landfill between November 15 and January 15 shall be completed by 4:00 p.m. It will be closed on legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

(2) Lamb Canyon Landfill will be open between 6:00 a.m. and 4:30 p.m. Monday through Saturday to receive Solid Waste from the Facility. Due to darkness, deliveries to Lamb Canyon Landfill between November 15 and January 15 shall be completed by 4:00 p.m. It will be closed legal Holidays (New Years Day, Memorial Day, Independence Day, the Sunday before Labor Day, Labor Day, Thanksgiving and Christmas)."

(3) El Sobrante Landfill is currently open between 12:00 a.m. to 12:00 a.m. (24 hours per day) Monday through Saturday. This site will be closed on legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

B. COUNTY will provide VENDOR with reasonable notice any time landfill operating hours are planned to change .

C. VENDOR agrees it has examined access routes to COUNTY landfills and shall make no claims as to deficiencies thereof.

SECTION 6. TERM.

The Term of the waste delivery and acceptance commitments included in this Restated Agreement shall commence on the date it is executed by the COUNTY's Board of Supervisors (the "Effective Date"), and shall end if the Master Lease between VENDOR (therein referred to as LESSEE) and COUNTY is terminated or when the term of said Master Lease is completed, unless extended by mutual agreement of COUNTY and VENDOR.

SECTION 7. DISPOSAL FEE, BILLING, and SECURITY.

A. Disposal Fee:

VENDOR shall be charged a per ton disposal fee on the Effective Date of this Restated and Amended Agreement of \$38.12 for delivery of solid waste residue that is transported to a County landfill in a transfer vehicle. The disposal fee shall be adjusted annually according to the provisions of SECTION 8 with an additional increase as noted below to address County-wide disposal system cost increases resulting from, but not limited to, changes in law, changes in regulatory requirements, future County-owned landfill expansions, closed landfill monitoring and maintenance, and county-wide community programs related to solid waste management.

- July 1, 2025 - \$1.00 per ton
- July 1, 2026 - \$1.00 per ton
- July 1, 2027 - \$1.00 per ton
- July 1, 2028 - \$1.00 per ton

The disposal fee may be revised by COUNTY in the event of a change in law or regulations after the Effective Date of this Agreement affecting COUNTY'S landfill costs.

All other vehicles of VENDOR will pay according to the appropriate rate schedule then in effect at COUNTY facilities.

The disposal fee for the delivery of waste to COUNTY landfills includes the incremental payments for COUNTY's closure, post closure and remediation liabilities for participating agencies using the transfer station.

B. Billing:

COUNTY shall bill VENDOR monthly, based upon certified weigh tickets, for each load of Solid Waste delivered to the landfill. Monthly payments shall be made by VENDOR to COUNTY by the thirtieth (30th) day of each calendar month for the previous month's deliveries of Solid Waste.

C. Security:

Security deposits (i.e. bonding, late fees, etc.) will be the same as the then current practice established by Riverside County Department of Waste Resources.

SECTION 8. DISPOSAL FEE ADJUSTMENT.

A. CPI Adjustment:

The disposal fee will be subject to adjustment annually every July 1st following public hearings. The maximum increase allowable any one year will be equal to the percent change in the Consumer Price Index (CPI). Computation of the change in the CPI shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Area, (December 2017=100), as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the period January through January. The first increase may be effective July 1, 2025, based upon changes in the Consumer Price Index formula for the period January 2023 through January 2024.

SECTION 9. INSURANCE.

VENDOR shall obtain, and keep in force for the term of this Agreement all insurance required in the Master Lease between VENDOR (therein referred to as LESSEE) and COUNTY.

SECTION 10 INDEMNIFICATION

A. General Indemnification

VENDOR agrees to defend, indemnify, and hold harmless, COUNTY and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, costs or expenses for any damages or injuries to any person or property, including, but not limited to, injury to VENDOR'S officers, agents, or employees which arise from or are connected with or are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of VENDOR, and its officers, agents, or employees, in operating the Facility, and all costs and expenses of investigating and defending against same; provided, however, that VENDOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of COUNTY and their agents, officers, or employees.

B. CERCLA Indemnification

COUNTY shall indemnify, defend with counsel approved by VENDOR and hold harmless VENDOR and any participating agency, or either of them, that enters into an agreement with VENDOR for the acceptance of solid waste at the Transfer Station, their respective officers, employees, agents, assigns, volunteers and any successor to the VENDOR'S and any such participating agency's interest, from and against all third party claims, actual damages, natural resources damages, , injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses, (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, VENDOR and any such participating agency or their respective officers, employees, or agents arising from or attributable to any pickup, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether or not undertaken due to governmental action) concerning any hazardous substances or hazardous wastes including the release of such substances or wastes arising out of the deposit of VENDOR'S, and any such participating agency's, Solid Waste at COUNTY'S lined landfills (Per Subtitle D – which includes Badlands and Lamb Canyon Landfills).

Notwithstanding any of the foregoing terms and provisions, COUNTY'S CERCLA indemnification shall not extend to any such claims for actual damages, natural resources damages, , injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), of any kind whatsoever paid, to the extent that such claims are, or can be shown to have been, caused by the failure of VENDOR and any such participating agency, their respective officers, employees, agents, assigns, volunteers, and any successor to VENDOR'S and any such participating agency's interest to properly operate the required hazardous waste load check program at the Facility as required by California law and COUNTY Ordinance and as set forth in this Agreement.

The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e) to insure, protect, hold harmless, and indemnify VENDOR and any such participating agency from all liability (with the exception noted above). The CERCLA indemnity provided here is separate and in addition to the general indemnification described above.

SECTION 11. FORCE MAJEURE.

Neither VENDOR or COUNTY shall be in default under this Agreement in the event that the delivery of Solid Waste or the disposal of Solid Waste are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires, strikes, lockouts, and other labor disturbances or other catastrophic events which are beyond the

reasonable control of VENDOR and COUNTY. Other catastrophic events do not include the financial inability of the VENDOR or COUNTY to perform or failure of VENDOR or COUNTY to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of VENDOR or COUNTY.

SECTION 12. **DISPUTES.**

The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to nonbinding mediation in Riverside County, California. If mediation does not arrive at a satisfactory result, litigation may be pursued.

Should any dispute arise between the parties concerning the terms, interpretation, effect or operation of this Agreement, and should such dispute result in litigation or mediation between parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to recover from the unsuccessful party(ies) any and all attorneys' fees, disbursements and costs incurred by the prevailing party in such litigation or mediation. In the event neither party prevails, but a compromise position is imposed, both parties shall bear their own legal expenses.

SECTION 13. **ASSIGNMENT:**

A. Neither this Agreement or any part thereof shall be assigned by VENDOR without the prior written consent of COUNTY.

B. If COUNTY relinquishes its ownership of a landfill used by VENDOR, VENDOR reserves the right to cancel this Agreement. VENDOR'S opportunity to approve COUNTY'S successor in interest and cancel this Agreement upon transfer of ownership of a COUNTY landfill site must be exercised within forty-five (45) days after VENDOR has received written notice from COUNTY that ownership has formally changed hands or will be lost to VENDOR.

SECTION 14. **LAW TO GOVERN.**

The laws of the State of California shall govern this Agreement.

SECTION 15. **NOTICES:**

All notices, consents or other communications which are required or permitted by this Agreement to be served on or given to any party shall be in writing and shall be deemed served or given when personally delivered or, in lieu of personal delivery, on receipt, rejection or return undelivered, when deposited in the United States mail, first-class, certified or registered, postage prepaid, return receipt requested or overnight mail delivery service, addressed to the applicable party at the address set forth below:

To COUNTY: Riverside County Department of Waste Resources
14310 Frederick St.
Moreno Valley, CA 92553

Copy: County Counsel

To VENDOR: Burrtec Recovery & Transfer, LLC
a California limited liability company
41575 Eclectic St.
Palm Desert, CA 92260

Copy To: Vendor Attorney

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section.

SECTION 16. WAIVER.

No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

SECTION 17. BINDING UPON SUCCESSORS.

All agreements, covenants, conditions, and provisions of this Agreements shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

SECTION 18. SEVERABILITY.

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

SECTION 19. NON-DISCRIMINATION.

VENDOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this contract and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

SECTION 20. **ENTIRE AGREEMENT.**

This Agreement, together with the Master Lease, embodies the entire Agreement between COUNTY and VENDOR and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Each represents that in entering this Agreement it does not rely on any previous oral or implied representations, inducement or understanding of any kind or nature. This Agreement may not be modified or amended, in whole or in part, except by writing signed by both parties hereto.

SECTION 21. **CONSTRUCTION OF AGREEMENT.**

The parties hereto have negotiated this Agreement together with the Master Lease at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against COUNTY solely because it prepared this Agreement in its executed forms.

[Rest of this page intentionally left blank.]

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

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

Dated: _____

RECOMMENDED FOR APPROVAL

By: _____
Andy Cortez
General Manager-Chief Engineer

By: _____
V. Manuel Perez
Chairman, Board of Supervisors

ATTESTED:

By: _____
Kimberly Rector, Clerk

APPROVED TO FORM:
Minh C. Tran
County Counsel

By: _____
Ryan Yabko, Deputy County Counsel

BURRTEC RECOVERY AND TRANSFER
41-575 Eclectic St.
Palm Desert, CA 92260

Dated: 12-26-08 _____

By: _____
Responsible Officer

Title: President

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

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

Dated: 12/30/2024

RECOMMENDED FOR APPROVAL

By: Andy Cortez Digitally signed by Andy Cortez
Date: 2024.12.30 08:01:51 -08'00'
Andy Cortez
General Manager-Chief Engineer

BURRTEC RECOVERY AND TRANSFER
41-575 Eclectic St.
Palm Desert, CA 92260

Dated: 12-26-24

By: [Signature]
Responsible Officer

Title: President

By: [Signature]
V. Manuel Perez
Chairman, Board of Supervisors

ATTESTED:

By: [Signature]
Kimberly Rector, Clerk

APPROVED TO FORM:
Minh C. Tran
County Counsel

By: [Signature]
Ryan Yabko, Deputy County Counsel

**First Amended and Restated
Edom Hill Transfer Station Master Lease**

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

RECITALS

WHEREAS, COUNTY entered into a certain Master Lease with Waste Management of California Inc., a California corporation DBA Waste Management of the Desert ("WMID") dated November 5, 2002 ("Lease") and said Lease was for approximately 8.4 acres of land (Parcel "A") located in an unincorporated area of Riverside County, California adjacent to the Edom Hill Landfill, referred to herein as the "Premises"; and

WHEREAS, the Premises were leased for the exclusive purpose of providing the financing, permitting, design, construction and operation of a solid waste transfer station with materials recovery capability and other related uses (the "Facility"); and

WHEREAS, the First Amendment to the Lease was executed on December 7, 2004, allowing for specific changes to the elements that comprise the gate rate as well as identifying the El Sobrante landfill as a designated disposal facility; and

WHEREAS, the Second Amendment to the Lease was executed on May 23, 2006, in which WMID assigned the Lease to LESSEE; and

WHEREAS, the Third Amendment to the Lease was executed on September 18, 2007 for which Parcel "A" was resurveyed (now approximately 9.4 acres), Parcel "B" (approximately 12 acres) and Parcel "C" (approximately 0.5 acres) were incorporated into the Premises for the processing of green and wood waste at the Facility; and

WHEREAS, the Fourth Amendment to the Lease was executed on June 25, 2013, which allowed for reduced Sunday operations; and

WHEREAS, the Fifth Amendment to the Lease was executed on June 16, 2015, in order to incorporate Best Management Practices ("BMPs") related to the previously approved organics processing operations and increase services offered by the Facility;

WHEREAS, COUNTY and LESSEE now desires to amend and restate this MASTER LEASE for the purposes of updating administrative items as needed, consolidating the five (5)

amendments to the Lease into this MASTER LEASE, extending the term, and providing for revised operations at the Facility;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties have agreed as follows:

COUNTY'S RIGHT TO FORM JOINT POWER AUTHORITY. The COUNTY expressly reserves the right to form a Joint Power Authority ("JPA"), with some or all of the user cities for the purpose of replacing COUNTY, to control and manage this project, including the right to transfer all rights and responsibilities of COUNTY in this MASTER LEASE to the JPA at any time during the term of this Agreement. If it elects to do so however, none of COUNTY'S rights or responsibilities contained in the FIRST AMENDED AND RESTATED AGREEMENT FOR DISPOSAL OF SOLID WASTE, attached hereto as Exhibit B and incorporated herein, shall be altered in any way.

In the event a JPA is formed, this Agreement shall become null and void contingent upon and simultaneously with the execution of the same document replacing the words "COUNTY" with "JPA" and "LESSEE" with "Sublessee".

COUNTY's new lease agreement with JPA shall not violate any of the terms herein.

1. Description. The premises leased hereby consist of approximately 21.9 acres located in an Unincorporated Area of Riverside County, California adjacent to the closed Edom Hill Landfill referred to herein as the "Premises", as more particularly described as Parcel "A", Parcel "B", and "Parcel C" on Exhibit "A" (and depicted on Exhibit "A-1") attached hereto and, by this reference made a part of this Lease.

2. Use.

(a) The Premises are leased hereby for the exclusive purpose of providing the financing, permitting, design, construction and operation of a solid waste transfer station with materials recovery capability and other related uses. The LESSEE shall abide by the terms and conditions of the FIRST AMENDED AND RESTATED AGREEMENT FOR DISPOSAL OF SOLID WASTE attached as Exhibit "B" (therein referred to as VENDOR). The existing Facility and proposed improvements on the Premises are described on Exhibit "C", attached hereto and incorporated herein, and shown on Exhibit A-1.

(b) LESSEE will operate the gate and maintain the two existing seventy-five foot electronically operated scales, and, install and maintain additional scales as needed. The Facility shall be open Monday through Saturday from 7:00 AM to 5:00 PM and shall not exceed operating days and hours as assessed under the California Environmental Quality Act. It will be closed on legal Holidays where a Riverside County Landfill is closed and not open to receive waste (New Year's Day, Memorial Day, Independence Day (July 4), the Sunday before Labor Day, Labor Day, Thanksgiving and Christmas). Station personnel will be onsite as needed for maintenance, repair, cleaning or other operational requirements.

(c) Hazardous Waste

(1) HHW Collection Site/Events. LESSEE will operate a household hazardous waste ("HHW") collection site on the Premises paying for operations and its disposal costs of hazardous wastes. This collection site will be the ABOP (i.e. Anti-Freeze, Batteries, Oil and Paint) variety (accepting up to 15 gallons of liquid waste or a total of 125 pounds with multiple trips allowed) and be open during all weekend operating hours. The ABOP shall be for residential waste only. In order to accept oil-based paint, LESSEE agrees to participate in the "PaintCare" program, or equivalent program as approved by County, (which will also serve to reduce costs associated with the acceptance of all paint products).

The Premises shall also serve as a site for the County Mobile program or a similar program. LESSEE shall sponsor and pay for a minimum of 4 such events annually (anticipated to be held quarterly) that accept additional hazardous waste items. LESSEE will provide an area away from the tipping floor that is acceptable to LESSEE or COUNTY for these purposes and cooperate with COUNTY regarding its operation if applicable. Prior to LESSEE's or COUNTY's periodic use of the Premises for operation of the HHW collection event, the operator of the HHW collection event shall provide a description of the scope of operation and a written assurance to not interfere with the transfer station operations. Upon request, LESSEE shall provide COUNTY with ABOP and temporary/mobile HHW collection event data such as number of participants, and, types and amount of HHW collected.

(2) Loadcheck. The LESSEE shall transfer and properly dispose any hazardous waste received and generated at this site and identified through its loadchecking program with no charge to COUNTY. The LESSEE is responsible for insuring compliance with Section 3D of the FIRST AMENDED AND RESTATED AGREEMENT FOR DISPOSAL OF SOLID WASTE (as VENDOR) and for providing staff at the scale house and tipping floor for load checking, and shall be receptive to periodic unannounced site inspections by COUNTY personnel to confirm compliance.

(d) In order to help address illegal dumping, LESSEE agrees to accept and charge all self-haul, non-hazardous, non-commercial, solid waste loads (with less than 50% of the load green and/or woody waste) weighing up to 600 pounds (the "Minimum Load Charge") not more than \$16.00 per load or as amended by the Riverside County Board of Supervisors. The Minimum Load Charge shall not apply to any other type of load delivered to the Facility. Each such small load is assumed to be 0.3 tons. In the event LESSEE's contract with another agency requires rates that are lower than stated herein, the lower rates will prevail for all such customers.

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

no longer operates landfills, the charges may be comparable to such charges at non-County landfills in the County.

(f) LESSEE may charge customers rates for special services (i.e. hard to handle, handling special wastes such as tires, etc.) that are similar to those at COUNTY landfills and the then comparable charges at COUNTY landfills. In the event the COUNTY no longer operates landfills, the charges may be comparable to such charges at non-County landfills in the County. In the event there are no comparable services or comparable charges at non-County landfills, LESSEE shall charge no fees or no minimum fees for such special services.

(g) LESSEE must receive, properly handle and dispose of White Goods, Tires, E-Waste and Universal Waste (as defined in Exhibit B) at sites permitted to receive this waste. COUNTY will not receive or accept White Goods, Tires, E-Waste or Universal Waste at its disposal sites except in incidental amounts as allowed under regulation.

(h) Truck and waste bin storage and maintenance facilities, as assessed in EA EHTS 2009-02, or subsequent environmental assessments, are allowed during the Term of the Agreement.

(i) With the exception of the household hazardous waste collection event operations if COUNTY is the operator of them, the LESSEE will be responsible for staffing the entire Facility, maintaining the spare parts inventory, supplying consumables, providing mobile operations equipment, attracting solid waste tonnage to the Facility, transferring residue, staffing the household hazardous waste collection site and providing all other accommodations. Furthermore, with the exception of COUNTY reviews for contract compliance, the LESSEE shall secure, pay for and maintain all certificates, permits, government fees, licenses, and Local Enforcement Agency charges and any other inspections necessary for the operation of the Facility. The LESSEE will be responsible for all costs associated with the operations including but not limited to accounting, purchasing, payroll, personnel, and material marketing functions and general and administrative overhead costs. In addition, the LESSEE will be responsible for all costs of electricity, water, and other utilities required for operations. The LESSEE will also pay for all taxes relating to the project.

(j) The applicable zoning, building and development regulations of any city, county, state or federal jurisdiction affecting the land shall be complied with. COUNTY hereby warrants that the uses contemplated by this Master Lease on the lands within Unincorporated Riverside County are currently in compliance with all environmental clearance requirements, zoning and land use regulations applicable to the Site as of the commencement of the Master Lease.

(k) LESSEE shall allow COUNTY to establish and maintain gas probes as needed on the leased property in order to monitor the closed Edom Hill Landfill.

(l) LESSEE shall allow COUNTY to establish and maintain a flare and/or a small Power Generation Station (and the corresponding utilities that may be installed underground on the Premises) that may be operated under contract with a COUNTY agent at the approximate location shown on Exhibit A-1.

(m) LESSEE shall cooperate with and allow COUNTY and its contractor to reasonably access the Premises as needed during closure construction and maintenance of Edom Hill Landfill.

(n) LESSEE shall use approximately 3.6 acres of Parcel "B" in order to grind green and woody waste which may be temporarily stored in piles until ready for further processing into finished mulch or for transfer to the Edom Hill Compost facility. The green and woody waste grinding operation (GWF) shall only service Riverside County customers with the understanding that out-of-county material can come to it as long as this material does not compromise the Riverside County capacity needs, as determined by COUNTY. This out-of-county material cannot be disposed or used as Alternative Daily Cover (ADC) at County landfills. The delivery of out-of-county material shall meet the requirements of Section 3(j) of Exhibit B. The term of the grinding operation will run with the term of this Master Lease unless sooner terminated as provided for herein (per Section 38, for example) or unless terminated/extended by mutual agreement of COUNTY and LESSEE.

(o) COUNTY and LESSEE have entered into a Well Sharing and Maintenance Agreement dated September 18, 2007 which gives LESSEE access to a COUNTY well and the right to share the water from it for use in the operation of the Transfer Station.

3. Title.

(a) COUNTY delivered to LESSEE a Preliminary Title Report dated September 11, 2024, issued by Lawyers Title Company (the "Title Company"). LESSEE's leasehold interest in the Premises has been insured by a CLTA Policy of Leasehold Title Insurance (the "Policy"). The Policy of title insurance provided for pursuant to this Section insures LESSEE's interest in the Land free and clear of all liens, encumbrances, restrictions, and rights of way of record; subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

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

(2) Exceptions to coverage listed in the Preliminary Title Report and the printed exceptions and exclusions contained in the Policy.

(b) LESSEE shall have the option of purchasing an ALTA Extended coverage Policy of Leasehold Title Insurance. If LESSEE elects to purchase an ALTA Policy, LESSEE shall notify COUNTY of such fact within 5 days after the date hereof and shall cause a licensed surveyor or civil engineer to conduct a survey of the Land, to prepare from the survey a legal description satisfactory to the Title Company, and to prepare a plot plan showing the location of any streets,

easement, and rights of way over or in favor of the Land, and shall then promptly obtain the initials of the parties on such survey within 30 days after receipt of the Preliminary Title Report. LESSEE shall use the survey for approving or disapproving the Preliminary Title Report and the Policy of title insurance; and

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

4. Term.

The Term of this MASTER LEASE shall commence on the date it is executed by the Board of Supervisors ("the Commencement Date"), and shall terminate upon termination of Exhibit B or November 5, 2047, whichever occurs earlier.

5. Payments.

(a) **Lease Payment.** LESSEE shall pay the sum of \$1.00 per year to COUNTY as payment for the leased premises, payable, in advance for the entire term, on the first day of the Lease (the "Base Rental").

(b) **Gate Fee.** A fee shall be charged to all users of the Facility, to be known as the Gate Fee, for each ton of waste delivered to the Facility. The Gate Fee shall be the sum total of:

1. the Service Fee applicable to each ton of waste (as described below), which shall be retained by LESSEE,
2. the Disposal Fee applicable to each ton of waste (as described in Exhibit B), which shall be paid to COUNTY to the extent provided herein, and
3. the City Mitigation Fee (as described below) applicable to each ton of waste received which shall be paid to COUNTY.

Beginning July 1, 2024, the Gate Fee shall be \$64.48 per ton.

The Gate Fee shall be adjusted, where applicable, every July 1 for the following year based on the components described above.

Per Section 2(f), LESSEE may charge customers rates at the gate, and retain monies collected, for special services (i.e. hard to handle, handling special wastes such as tires, etc.) that are similar to those at COUNTY landfills and the then comparable charges at COUNTY landfills. In the event the COUNTY no longer operates landfills, the charges may be comparable to such charges at non-County landfills in the County. In the event there are no comparable services or comparable

charges at non-County landfills, LESSEE shall charge no fees or no minimum fees for such special services.

(1) Service Fee. After commencement of operation of the Facility, LESSEE shall receive a Service Fee as compensation for performing LESSEE's obligations for the construction and operation of the Facility. The Service Fee shall be the aggregate of three elements (i.e., a Facility Element, an Operating Element and a Transport Element), plus or minus any escalation or adjustments made pursuant to Section 5 (d) below. The Service Fee as provided for herein shall be the only compensation to which the LESSEE shall be entitled for the performance of its obligations except that the LESSEE may collect revenue for the sale of recovered materials from others as otherwise provided herein.

The Service Fee shall be adjusted every July 1st, based upon the provisions of this section, the annual tonnage of solid waste delivered to and accepted at the Facility during the prior calendar year (except for the first calendar year).

Beginning July 1, 2024, the amount of the Service Fee payable to LESSEE hereunder shall be \$25.36 per ton received.

(i) Facility Element. LESSEE shall receive a Facility fee to reimburse LESSEE for the agreed development costs.

It is agreed the development cost (exclusive of transfer truck costs), for the Facility is \$ 6,123,750 (see Exhibit D for cost breakdown). A Facility fee of \$.89 per ton will be charged for each ton of solid waste delivered to and accepted at the Facility until LESSEE is reimbursed the agreed upon development cost including 4% interest for the unpaid balance. (See Exhibit E for how the development cost will be paid). Further, it is understood and agreed that the effect of increases and/or decreases in the annual tonnage delivered to and accepted at the Facility shall be to reduce and/or increase the amount of time needed to collect the funds necessary to meet the Facility development costs. LESSEE accepts the risk of the Facility waste stream requiring a longer period to pay off the development cost than its planned amortization or lease period. By February 15th of each year, LESSEE shall provide COUNTY with monthly tonnage records for the previous calendar year, to assist with COUNTY's tracking of payments, as shown in Exhibit E.

The Facility Element shall be subject to annual adjustments based on the Consumer Price Index.

(ii) Operating Element. As and for the performance of LESSEE's obligations hereunder including all of LESSEE's

costs of operation and overhead and profit (excluding construction and transportation costs), LESSEE shall receive an Operating fee that is based on a dollar amount per ton as a function of the total number of tons of solid waste delivered to and accepted at the Facility. Pricing for all tons received will be based on the tonnage received during the prior calendar year according to the following schedule:

*\$8.31 per ton up to 450,000 tons per calendar year;

*\$7.91 per ton for anything over 450,000 tons per calendar year;

If there is less than a full calendar year on which to base the rate (since there may be insufficient historical record to base the rate upon), COUNTY shall estimate the annual tonnage and determine the rate by taking the record of tonnage for the period of operation and use its judgment of seasonal effects to annualize the tonnage.

COUNTY may audit and determine the annual tonnage of waste delivered to and accepted at the Facility for purposes of determining the amount of the Operating Element payable to LESSEE hereunder. Said audit and determination shall be performed at least annually but may be more frequent if determined by COUNTY.

The dollar amounts in the above schedule shall be adjusted as provided in Section 5(d).

(iii) **Transport Element.** LESSEE shall receive a Transport fee to reimburse LESSEE for its cost to transport Solid Waste Residue from the Facility to a Designated Disposal Facility. As an incentive to promote diversion from the landfill, the Transport fee payments shall be based upon the tons received and accepted multiplied by the rate shown below.

* For transporting Solid Waste Residue to the Lamb Canyon Landfill, the Transport fee shall be \$16.16 per ton.

After July 1, 2025, the Transport Element shall be adjusted as provided in Section 5(d).

In the event that a new Designated Disposal Facility other than the Lamb Canyon Landfill is selected during the term hereof for other than short-term emergencies, COUNTY and LESSEE shall determine the Transport Element to be paid to LESSEE to transport Solid Waste Residue to such Designated Disposal Facility. The Transport Element may be determined

by any reasonable method acceptable to COUNTY and LESSEE, which produces the lowest rate to transport a ton of Solid Waste Residue to the Designated Disposal Facilities.

(2) **Disposal Fee.** LESSEE shall pay to COUNTY the disposal fee required to be paid to COUNTY under the FIRST AMENDED AND RESTATED AGREEMENT FOR DISPOSAL OF SOLID WASTE. As a source of funds for such payment of the Disposal Fee to COUNTY for disposing Solid Waste Residue at Badlands, Lamb Canyon or another COUNTY landfill, LESSEE shall retain, from collected Gate Fees, the applicable Disposal Fee for each ton of solid waste, or such greater sum as may be determined by COUNTY pursuant to Section 8 of Exhibit B, delivered to and accepted at the Facility. As an incentive to promote diversion from the landfill, the disposal fee collected at the gate shall be based upon the tons received and accepted at the Facility.

If COUNTY landfills cease to be the Designated Disposal Facilities and new Designated Disposal Facilities are selected, COUNTY and LESSEE agree that LESSEE shall be required to pay the disposal fee for disposal for each ton of solid waste residue at the rate negotiated with said new Designated Disposal Facilities. LESSEE shall be reimbursed in the Gate Fee for the amount of the disposal fees paid by LESSEE to said new Designated Disposal Facilities, including any fee which may then be required to be paid to COUNTY.

(3) **City Mitigation Fee.** LESSEE shall pay to COUNTY a City Mitigation Fee of one dollar (\$1.00) per ton for its distribution to the City of Cathedral City to perform appropriate offsite mitigation.

(c) **Equal Treatment of Customers.** All Riverside County customers using the facility shall be treated by LESSEE in an "equal" manner. "Equal" shall be defined in the following manner:

(1) All Riverside County customers shall pay the same posted Gate Fee rates for services provided by the Transfer Station and queuing shall be on a first come, first served basis.

(2) Per Appendix A of County of Riverside Ordinance No. 779, Out-of-County customers bringing incidental amounts of solid waste to the Transfer Station shall be charged an additional \$5.00 per ton which LESSEE shall pay to COUNTY. Out-of-County solid waste in other than incidental amounts shall not be received and accepted at the Transfer Station.

(d) **Adjustments.**

(1) **CPI Adjustments.** The Operations and Transport Elements of the Service Fee will be subject to adjustment annually every July 1st. The maximum increase allowable any one year will be equal the percent change in the Consumer Price Index (CPI). Computation of the change in the CPI will be made according to the following methodology. Said computation shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Metropolitan Area, (December 2017=100), as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the period January through January. The first increase may be effective July 1, 2025, based upon changes in the Consumer Price Index formula for the period January 2024 through January 2025.

(2) **Extraordinary Adjustments.** The Operations and Transport Elements may be revised after the effective date of this Master Lease in the event of a change in law or regulations, any imposition or increase in surcharges, fees, assessments and taxes levied by governmental authorities, or any other event beyond the reasonable control of LESSEE, in each case which materially affect LESSEE's costs of operating the facility following public hearings.

(e) All rent payable hereunder shall be paid without deduction or offset and in legal currency of the United States as at the time of payment shall be legal tender for the payment of private debts.

6. Taxes/Assessments.

(a) **Covenant to Pay Taxes.** LESSEE shall pay directly to the appropriate taxing authorities all taxes ("Taxes") levied or assessed upon or against the Premises during the Term and all property taxes levied on personal property located on the Premises. All taxes shall be paid at least 15 days prior to their due date. LESSEE shall furnish to COUNTY at least 10 days prior to the date when any Taxes would become delinquent receipts or other appropriate evidence establishing their payment, and before any fine, interest or penalty shall become due or be imposed by operation of law for their non-payment, and LESSEE shall promptly furnish to COUNTY satisfactory evidence establishing such payment. LESSEE may comply with this requirement by retaining a tax service to notify COUNTY whether the taxes have been paid.

(b) **Definition of Taxes.** The term "Taxes" shall include all real property taxes (including increases in real property taxes caused by reappraisals that are the result of changes in the ownership of COUNTY's interest), possessory interest taxes, personal property taxes, charges and assessments, (including street improvement liens) which are levied, assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the Term hereof with respect to the Premises and the Land and any improvements, fixtures, and equipment and all other property of LESSEE or COUNTY, real or personal, or used in connection

with the operation of the Premises and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes, and any license fees, tax measured by or imposed upon rents, or other tax or charge upon COUNTY's leasing of the land or the receipt of rent hereunder. All assessments, taxes, fees, levies and charges imposed by governmental agencies for services such as fire protection, street, sidewalk and road maintenance, refuse removal and other public services generally provided without charge to owners or occupants prior to the adoption of Proposition 13 by the voters of the State of California in the June 1978 election, also shall be deemed included within the definition of "taxes" for the purposes of this Lease.

(c) Notwithstanding the foregoing, LESSEE shall not be required to pay any taxes for which it is otherwise exempt under the laws of the State of California, any Federal statute, or the United States Constitution.

7. Improvements.

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

If the proposed plans and specifications are approved by the Department, LESSEE shall then submit the proposed plans to other COUNTY Departments for permit approval. In constructing the improvements LESSEE shall comply with the Conditions of Major Construction set forth in Exhibit F and the provisions of this Section 7.

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

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

(d) The COUNTY's Board of Supervisors shall have the right to approve the name of the Facility recommended by LESSEE.

(e) **Ownership of Improvements.** The improvements on the Premises shall be owned by LESSEE until the expiration or sooner termination of the Term. LESSEE shall not, however, remove any improvements from the Premises nor waste, destroy or modify any improvements on the Premises, except as permitted by this Lease or in the normal course of business for repair, modification for enhanced operation, or replacement as further provided in Section 7(a). The parties covenant and agree for themselves and all persons claiming under them that the improvements are real property. Upon expiration or sooner termination of the Term of this Lease, all improvements on the Premises including all additional uses installed on it (i.e. buildings, infrastructure, scales, scale house computer systems, scale house, drop-off/buy-back facilities, household hazardous waste facility, fuel facilities, fences etc., but exclusive of unattached furnishings, rolling stock and other detachable processing and handling equipment) shall, with compensation to LESSEE amounting to payment of \$1.00 as permitted in this Lease, thereupon become COUNTY's property free and clear of all claims and encumbrances to or against them by LESSEE or any third person, and LESSEE shall defend and indemnify COUNTY against all liability and loss arising from any competing claims of ownership. COUNTY reserves the right to negotiate or seek proposals for the continued operation of the facility at that time.

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

(f) LESSEE, or its contract operator, shall provide a maintenance assurance, clean up/restoration bond (or other acceptable assurance approved by COUNTY'S counsel) in the amount of \$626,600 which sum shall be available to COUNTY to provide maintenance assurance, or environmental remediation to the leased or adjoining parcels in the event LESSEE activities cause environmental damage. This bond amount shall be maintained throughout the Lease Term and be adjusted every five years, with the next adjustment effective July 1, 2025. The maximum increase allowable at any time of adjustment will be equal to the percent change in the Consumer Price Index (CPI). Computation of the change in the CPI will be made according to the following methodology:

(1) Said computation shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Metropolitan Area, (December 2017=100), as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the sixty (60) month period beginning with the execution of this Amendment No. 5 and ending sixty (60) months later. The first increase may be effective on the first July 1 date after the sixty-month period, based upon changes in the Consumer Price Index formula for the five-year period. The adjustment methodology will be repeated every five years during the Term.

(g) In the event that LESSEE desires to utilize the Premises for a use other than described in Sections 2 and 38 hereof, LESSEE shall make a proposal to COUNTY for such additional uses in writing in order to obtain its written consent to the use. If COUNTY consents to the use, LESSEE and COUNTY shall enter into negotiations on another lease, or an amendment to this lease, for that purpose on mutually agreeable terms and conditions. If COUNTY and LESSEE are unable to enter into an agreement after good faith negotiations, the proposed additional use will not be allowed on the Premises.

8. **Signs.** LESSEE shall not erect, maintain or display any signs upon the leased premises without first obtaining the written approval of COUNTY, which approval shall not be unreasonably withheld. Signs shall comply with Riverside County Ordinance 348 and California State Solid Waste Permit requirements.

9. **Custodial/Maintenance.**

(a) **Physical Condition of the Land.** To the best of COUNTY's knowledge, without having made any independent investigation or study, the Premises are not contaminated by any hazardous or toxic materials. Except as specifically otherwise set forth in Section 2(i) hereof, COUNTY makes no covenants or warranties respecting the condition of the soil or subsoil or any other physical or environmental condition of the land. LESSEE has performed soils tests of the land and hereby approves the condition of the soils for the construction and use of the Facility on the Premises. COUNTY has heretofore recommended to LESSEE that prior to commencement of the Term that LESSEE conduct an environmental site assessment on the land, to determine the suitability of the Land for construction of the Project.

(1) Every six (6) years, beginning in the sixth year of the Term, LESSEE shall employ and pay for an independent consultant approved by COUNTY in writing, to conduct an environmental site assessment of the land to determine the condition of the land and the soils with respect to the presence of any hazardous or toxic materials. The last such environmental site assessment shall take place during the last year of the Term. All findings and backup material for the environmental site assessments shall be provided to COUNTY for review by the end of the designated year of completion. COUNTY shall notify LESSEE of any cleanup and/or remediation action required to be taken as a result of the assessment findings within six (6) months of receipt of the independent site assessment report provided that LESSEE shall have no responsibility for any cleanup and/or remediation arising out of any condition of the Premises in existence as of the time of this Lease. For this purpose, the parties may rely on the soils tests and reports in existence prior to the execution of this Lease.

(b) LESSEE, at its expense shall provide for its own custodial/maintenance services in connection with the entire leased premises, including without limitation, keeping the building, the grounds in a neat and attractive condition including weed abatement and litter control. LESSEE shall also provide litter control on adjacent COUNTY lands of litter attributable to operation of

the Facility. Edom Hill Landfill Road shall be maintained by LESSEE in a manner acceptable to COUNTY and the City of Cathedral City.

(c) LESSEE shall promptly and diligently repair, paint, restore, and replace as required to maintain, or to remedy all damage to or destruction of all or any part of the improvements. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality and use to the condition of the improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease. COUNTY shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. COUNTY's election to perform any obligation of LESSEE under this provision or LESSEE's failure or refusal to do so shall not constitute a waiver of any right or remedy for LESSEE's default, and LESSEE shall promptly reimburse, defend and indemnify COUNTY against all liability, loss, cost and expense arising from such election. Notwithstanding the foregoing, the operator of the HHW collection event (if other than LESSEE) will be responsible for any repairs relating to the Facility, which arise out of the operation of the HHW collection event.

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

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

10. Destruction.

(a) **Lease to govern LESSEE's Rights.** LESSEE waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises, and agrees that LESSEE's rights in case of destruction shall be governed solely by the provisions of this Lease.

(b) **Restoration by LESSEE.** LESSEE shall promptly and diligently repair, paint, restore and replace as required to maintain the Premises in first class condition and repair, or to remedy all damage to or destruction of all or any part of the improvements from any cause whatsoever required to be insured against pursuant to this Lease. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease. COUNTY shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. COUNTY's election to perform any obligation of LESSEE under this provision or LESSEE's failure or refusal to do so shall not constitute a waiver of any right or remedy for LESSEE's default, and LESSEE shall promptly reimburse, defend and indemnify COUNTY against all liability, loss, cost and expense arising from it. Any casualty or destruction shall not terminate this Lease. In

reconstructing the improvements, LESSEE shall comply with (a) the Conditions of Major Construction set forth in Exhibit F, attached hereto and incorporated herein, and (b) the provisions of Section 7.

(c) Uninsured Damage or Destruction.

(1) In the event that the Premises should be damaged by an event against which LESSEE is not required to carry insurance pursuant to Section 17, and the cost to repair or restore the Premises does not exceed One Hundred Thousand Dollars (\$100,000), LESSEE shall promptly repair or restore the Premises as set forth above in Section 10(b).

(2) In the event that the Premises should be damaged by an event against which LESSEE is not required to carry insurance pursuant to Section 17, and the cost to repair or restore the Premises exceeds One Hundred Thousand Dollars (\$100,000), LESSEE shall not be required to repair or restore the Premises, but shall, instead, be entitled to terminate this Lease, without penalty, by delivering notice of such termination to COUNTY within sixty (60) days following the date of such damage or destruction.

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

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

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

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

15. Default.

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

(1) Failure to construct a transfer station on the Premises within the time frame as stated in Section 7(b) or not in compliance with the terms set forth in Section 7 hereof.

(2) Failure to pay rent, taxes as described above or the disposal fees outlined in Exhibit "B" or any other payment required to be made by LESSEE hereunder as and when due.

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

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

(5) The subjection of any right or interest in and to the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within 45 days after notice from COUNTY to LESSEE.

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

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

appointment of a receiver at COUNTY's instance but the event justifying the receivership.

(b) Remedies.

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

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

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

(4) Use of LESSEE's Personal Property. COUNTY may for a period not more than one year at COUNTY's election use LESSEE's personal property located on, about or appurtenant to the Premises or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of LESSEE. The election of one remedy for any one item

shall not foreclose an election of any other remedy for another item or for the same item at a later time.

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

(c) Lender's Right to Cure Defaults.

(1) Notice of Default. Concurrently with giving notice of default to LESSEE under Section 15(b)(1), above, COUNTY shall deliver (in accordance with the provisions of Section 26) a copy of such notice of default to the lender under the first leasehold encumbrance at its address as furnished to COUNTY in accordance with Section 26.

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

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

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

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

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

16. Professional Conduct

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

(b) In the event any employee for LESSEE or official of the operations contractor or their successor-in-interests or any environmental or design professional hired by LESSEE or the operations contractor or their successor-in-interests, who has direct responsibility for any phase of the development or operations at the transfer station, including but not by way of limitation, any

similar personnel for LESSEE or the operations contractor or their successor-in-interests having a responsibility for transferring or delivering waste to the transfer station or landfill, is convicted, indicted by a Grand Jury, or named as a defendant in a felony complaint filed in the Superior Court or a complaint filed in Federal Court associated with conduct of doing business for LESSEE or the operations contractor or their successor-in-interests, this person shall upon written request from the COUNTY be immediately removed from any assignment whatsoever, directly associated with the development or operation of the transfer station during the pendency of trial and/or following conviction.

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

17. Insurance and Indemnity.

(a) Insurance.

Without limiting or diminishing the LESSEE'S obligation to indemnify or hold the COUNTY harmless, LESSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) **Workers' Compensation Insurance** Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California. Such insurance shall provide for Employers Liability including Occupational Disease with limits not less than \$1,000,000 per occurrence. Policy shall be endorsed to waive of subrogation in favor of the County of Riverside.

(2) **General Liability** LESSEE shall procure at its sole cost and expense, and keep in effect from the Commencement Date of this Lease and at all times until the end of the Term Comprehensive Broad Form General Liability insurance coverage that shall protect LESSEE from claims including but not limited to damages for Premises liability, unmodified contractual liability, products/completed operations, personal and advertising injury (broad form), cross liability coverage and Fire Legal Liability in an amount not less than \$50,000 which may arise from or out of LESSEE'S operation use and management of the leased Premises or the performance of its obligations hereunder, whether such operations, use or performance be by LESSEE, by any sublessee, contractor, subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name COUNTY as additional insureds with respect to this lease and the obligations hereunder with limits not less than

\$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company. Such coverage shall be endorsed to waive the insurer's rights of subrogation against COUNTY.

(3) Automobile Liability LESSEE shall maintain auto liability insurance for all owned, non-owned or hired automobiles or licensed equipment in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insureds and provide a Waiver of Subrogation in favor of COUNTY.

(4) Property Insurance.

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

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

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

(5) Environmental Impairment Liability Procure and maintain a policy of insurance to cover sudden and accidental and gradual release, arising out of the performance of this Agreement, of any and all pollutants both on and off the

Premises. Policy shall provide coverage for bodily injury and property damage and clean up in an amount not less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) aggregate which shall be excess the deductible or Self Insured Retention. Policy shall name COUNTY as additional insureds and provide a waiver of subrogation in favor of COUNTY. Any policy and its certificate provided for the insurance required by this paragraph shall require an extended reporting period of one year with a minimum ninety (90) days notice of cancellation.

(b) Insurance Requirements

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by COUNTY, and such carrier (s) shall have an A.M.BEST rating of no less than an VIII – A8. In addition, any deductibles or self-insured retentions must be declared by such carrier (s) and such deductibles and retentions shall have the prior consent, in writing, from COUNTY and, at the election of COUNTY, such carriers shall be notified in writing and shall either: (1) reduce or eliminate such deductibles or self-insured retentions relating to COUNTY and their respective officers, employees or agents or (2) procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from COUNTY within ten (10) days of the acceptance of agreement then such deductibles or self-insured retentions shall be deemed acceptable.

(2) Cause its insurance carrier (s) to furnish COUNTY with either (1) properly executed original Certificate (s) of Insurance and certified original copies of endorsements effecting coverage as required herein, or (2) if requested to do so, in writing by COUNTY provide original Certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and COUNTY and their respective Directors and Officers, Board of Supervisors, elected officers, employees, agents or representatives are named as additional insureds with respect to this Lease and the obligations of LESSEE hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier (s) that thirty (30) days written notice shall be given to the COUNTY and prior to any modification, cancellation, expiration or reduction in coverage of such insurance. LESSEE shall not take possession or otherwise use the leased Premises until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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

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

(5) COUNTY shall notify LESSEE in writing of changes in insurance requirements and company(s) and, if LESSEE does not deposit certificates evidencing acceptable insurance policies/company(s) with COUNTY incorporating such changes within sixty (60) calendar days of receipt of such notice, LESSEE shall be in default under this Lease without the requirement of further notice to LESSEE, and COUNTY shall be entitled to exercise all legal remedies.

(6) If LESSEE fails or refuses to maintain insurance as required hereunder, or fails to provide the proof of insurance, COUNTY shall have the right to declare this Lease in default without further notice to LESSEE, and COUNTY shall be entitled to exercise all legal remedies for breach of this Lease.

(7) The procuring of such required policies of insurance shall not be construed to limit LESSEE's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said insurance policies, LESSEE shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease or with the use or occupancy of the Premises.

(c) Insurance Policies.

(1) If LESSEE shall fail to obtain any insurance required hereunder, COUNTY may, at its election, obtain such insurance and LESSEE shall, as additional rent, reimburse COUNTY for the cost thereof plus a ten percent (10%) handling charge, within five (5) days following demand therefor. Insurance required hereunder shall be issued by companies reasonably satisfactory to COUNTY. LESSEE shall deliver to COUNTY copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this Section 17. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to COUNTY. LESSEE shall, at least thirty (30) days prior to the expiration of such policies, furnish COUNTY with renewals or

"binders" thereof. LESSEE shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in this Section 17. If LESSEE does or permits to be done anything which shall increase the cost of the insurance policies referred to in Section 17(a)(4), then LESSEE shall forthwith upon COUNTY's demand reimburse COUNTY for any additional premiums attributable to any act or omission or operation of LESSEE causing such increase in the cost of insurance. All policies of insurance shall name COUNTY and, at COUNTY's option, any additional parties designated by COUNTY, as an additional insured. This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company. All insurance required to be provided hereunder is in addition to, and not in lieu of, the indemnity provisions of Sections 17(b) and (f) hereof.

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

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

- (e) **Performance Bond, Insurance and Surety Instruments.**

- (1) On and after the day the Facility is deemed functional on a continuous basis for the purposes of transferring waste as determined by the COUNTY Department of Waste Resources' General Manager-Chief Engineer, and throughout the Term, LESSEE shall furnish a bond, insurance policy (in a form reasonably acceptable to COUNTY), and/or comparable instrument(s) approved by COUNTY, or any combination thereof, (the "Surety Instruments") guaranteeing the continuous performance of obligations assumed under this Lease. The principal sum of the Surety Instruments shall be two hundred fifty thousand dollars (\$250,000). The Term of each Surety Instrument shall be

issued for a three (3) year period on an "evergreen" basis, but not less than one (1) year or the remaining period in the Term hereof, whichever is less. Not less than ninety (90) days before the expiration of each such Surety Instrument, LESSEE shall either extend such Surety Instrument as evidenced by a continuation certificate in a form reasonably acceptable to COUNTY, or furnish a replacement Surety Instrument in the principal sum equal to two hundred fifty thousand dollars (\$250,000).

(f) Indemnity.

LESSEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of LESSEE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LESSEE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. LESSEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. Nothing in this subsection shall be construed to require LESSEE to indemnify the Indemnitees from their own acts or omission.

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

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

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

(4) If COUNTY periodically uses the Premises for the operation of the HHW Collection Event, the COUNTY shall provide a written assurance to indemnify, defend and hold LESSEE harmless from and against any and all damage, liability, cost or expense arising out of the operation of the HHW Collection Event other than arising as a result of negligence or intentional misconduct of LESSEE or any of its officers, agents, and employees.

(g) **Exemption of COUNTY from Liability** LESSEE hereby assumes all risks and liabilities of a landowner in the possession, use or operation of the Premises. LESSEE hereby agrees that COUNTY shall not be liable for injury to LESSEE's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of LESSEE, LESSEE's employees, invitees, customers, contractors, workers, or any other person in or about the Premises, including any liability arising from the physical condition of the Premises or the presence of any

hazardous or toxic materials or substances on the Premises arising out of the Transfer Station project, nor shall COUNTY be liable for injury to the person of LESSEE, LESSEE's employees agents or contractors, whether such damage or injury is caused by or results from hazardous or toxic materials or substances, fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to LESSEE. These provisions are in addition to, and not in lieu of, the insurance required to be provided by Sections 17(a) and (b) hereof. Nothing contained herein shall be construed as excusing COUNTY from liability for their respective gross negligence or intentional misconduct.

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

18. Assignment, Subletting and Encumbering.

(a) Except as provided in Sections 18(b), (c), and (d) hereof to the contrary, LESSEE shall not voluntarily assign or encumber its interest in this Lease, in the Land, or in the Premises, or sublease substantially all or any part of the Land or the Premises, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any part of the Premises. For the purposes hereof, an "encumbrance" shall mean mortgage, deed of trust, land sale contract, lease or other financing device. Assignment, subleasing or encumbering the Premises is absolutely prohibited. Any attempted assignment, encumbrance, or sublease shall be voidable and, at COUNTY's election, shall constitute a default hereunder. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

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

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

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

(3) All subleases shall be "triple net" leases, with the rent payable thereunder to be net of all operating costs, maintenance, taxes, insurance, and utilities (unless LESSEE has received COUNTY's prior written consent to different terms).

(4) Notwithstanding any other provision contained in this Lease, COUNTY shall consent to a sublease between LESSEE and an operator selected by LESSEE to construct and operate the Facility required under this Lease. Such an operator can include any person, entity, or joint powers authority between two or more public entities.

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

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

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

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

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

(4) upon the recordation of any instrument in connection therewith, LESSEE shall furnish to COUNTY the date and place of recording or filing of

record thereof and the recorder's instrument number, book, and page reference or other recorder's index reference.

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

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

(7) on termination of this Lease by COUNTY on LESSEE's default, or on the lender's acquisition of the leasehold by foreclosure, COUNTY shall enter into a new lease with the lender covering the Premises covered by the terminated or foreclosed lease if the lender (a) gives notice of request within 30 days after termination or foreclosure, (b) pays all costs resulting from default and termination, (c) remedies all defaults construed as though the Lease had not been terminated, and (d) receives approval from COUNTY for the new transfer station operator in accordance with section 18(c) hereof. The new lease shall be for the remainder of the Term of the terminated or foreclosed lease, effective at the date of termination or foreclosure, at the rent and on the covenants agreements, conditions, provisions, restrictions, and limitations contained in the terminated or foreclosed lease.

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

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

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

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

20. Free from Liens. LESSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LESSEE, in, upon, or about the leased premises, and which may be secured by a mechanics', materialmen's or other lien against the leased premises or COUNTY's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LESSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, LESSEE shall forthwith pay and discharge said judgment.

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

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

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

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

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

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

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

LESSEE:
Burrtec Recovery & Transfer, LLC.
a California limited liability company
41575 Eclectic St.
Palm Desert, CA 92260

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

27. Estoppel Certificates.

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

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

28. Surrender of Premises. At the expiration or earlier termination of the Term, LESSEE shall surrender to COUNTY the possession of the Premises. Surrender or removal of improvements shall be as directed in the provisions of this Lease on ownership of improvements at expiration or termination. LESSEE shall leave the surrendered property and any other property in good and broom clean condition. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at COUNTY's election, become COUNTY's property at expiration or the sooner termination of this Lease.

29. No Discrimination.

(a) LESSEE shall not discriminate upon the basis of race, color, creed, religion, sex, marital status, age, national origin, ancestry, physical handicap, or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, or any part thereof, nor shall LESSEE or any person claiming under or through LESSEE establish or permit any such practice or practices of discrimination or segregation with respect to the selection, location, number, use or occupancy of LESSEES, LESSEES, sublessee, sublessee or vendees of the Premises. The foregoing covenant shall run with the land. LESSEE shall insert into and make a part of any lease, rental agreement, occupancy permit, use or sales agreement or any other document pertaining to the Premises a provision that there shall be no restrictions imposed thereon because of race, color, creed, religion, sex, marital status, age, national origin, ancestry, physical handicap, or medical condition.

(b) LESSEE agrees, for itself, its successors and assigns, to refrain from restricting the rental, sale or lease of the Premises on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin, age of any person, physical handicap, or medical condition. All deeds, leases or contracts entered into with respect to the Premises shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, sex, marital status, age, ancestry, physical handicap, or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection,

location, number, use or occupancy of LESSEEs, LESSEEs, sublessee, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(2) **In leases:** "The LESSEE herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this Lease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, religion, sex, marital status, national origin, ancestry, physical handicap, or medical condition in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the LESSEE himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of LESSEEs, LESSEEs, sublessee, sublessee or vendees in the land herein leased."

(3) **In contracts:** "There shall be no discrimination against or segregation of, any person, or group persons on account of race, color, creed, religion, age, national origin, sex, marital status, ancestry, physical handicap, or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of LESSEEs, LESSEEs, sublessee, sublessee or vendees of the land."

30. Miscellaneous.

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

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

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

(d) **Waiver.** The waiver by COUNTY or LESSEE of any breach or default by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach or default of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by the COUNTY shall not be deemed to be a waiver of any preceding breach or default by LESSEE

of any term, covenant, or condition of this Lease, other than the failure to pay the particular rents so accepted, regardless of COUNTY's knowledge of such preceding breach or default at the time of acceptance of such rent.

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

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

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

(h) Consents to LESSEE. Neither COUNTY's execution of this Lease nor any consent or approval given by COUNTY hereunder in its capacity as COUNTY shall waiver, abridge, impair or otherwise affect COUNTY's powers and duties as a governmental body. Any requirements under this Lease that LESSEE obtain consents or approvals of COUNTY are in addition to and not in lieu of any requirements of law that LESSEE obtain approvals or permits. COUNTY hereby certifies, however, that as of the date hereof, there are no consents or approvals required to be given by COUNTY in connection with the execution and performance by LESSEE of the Master Lease in accordance with its terms and provisions, which have not been granted by COUNTY.

(i) Records. COUNTY or any representative or designee thereof may examine the books and records of LESSEE, or any officer, employee, agent, contractor, affiliate, related person, assignee or franchise, as such books and records related to, directly or indirectly, solid waste (as defined in Exhibit "B") tonnage and the disposition of hazardous waste by LESSEE.

(j) Recordation of Memorandum of Lease. This Lease shall not be recorded. A memorandum of this Lease shall be recorded. The parties shall execute the memorandum in form and substance as required by a title insurance company insuring LESSEE's leasehold estate or the

interest of any leasehold or fee lender, and sufficient to give constructive notice of this Lease to subsequent purchasers and lenders.

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

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

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

33. COUNTY's Representative. COUNTY hereby appoints the General Manager-Chief Engineer of the COUNTY Department of Waste Resources as its authorized representative to administer this Lease.

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

LESSEE and COUNTY agree that nothing herein precludes COUNTY from entering into lease agreements with other vendors for COUNTY land that is outside the boundaries of the Premises.

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

36. Guarantor/Parent Company Guarantee. Prior to the execution of this Agreement, LESSEE has provided COUNTY the written Agreement of Burrtec, signed by a duly authorized corporate officer that Burrtec together with LESSEE guarantees the performance of all of the obligations and duties of LESSEE hereunder attached as Exhibit G.

37. Illegal Dumping Prevention Services.

(a) Opportunities shall be provided for free service during two community cleanups each year for each participating agency served by the Facility. LESSEE is not obligated to pay disposal fees with respect to materials accepted without charge at the transfer station for participating agencies on their two community cleanup days. COUNTY will provide free disposal with respect to materials accepted without charge on the two community cleanup days, but it is not obligated to pay the transfer station service fee and LESSEE shall not collect said fee. In addition, LESSEE shall sponsor and pay for at least 4 tire events (maximum of 6 bins each) and at least 4 shredding events (maximum of 4 legal sized boxes per resident) on an annual basis. LESSEE shall advertise each event through billing inserts or other methodology as directed by COUNTY. COUNTY shall have the option to direct LESSEE to place any of the 24 bins for tires in locations determined by COUNTY to be advantageous for use in COUNTY's illegal dumping system.

(b) Notwithstanding the above, LESSEE shall have the continued responsibility to collect illegally dumped material attributable to operation of the Facility along the Traveled Way on primary delivery routes to the Facility north of Highway 10 on Palm Dr, Date Palm Dr., Varner Road and Edom Hill Road as shown on Exhibit A-2. Inspection and retrieval shall be completed not less often than twice weekly.

38. Solid Waste Conversion Project/Recycling-Diversion Project. LESSEE and COUNTY in cooperation with any one or more agencies utilizing the transfer station have investigated a Conversion project as an additional use on the same premises as the Facility or on other undefined property, to help process a portion of the Coachella Valley waste stream. No project resulted from the investigation, but the LESSEE and COUNTY remain committed to the pursuit of a Conversion Technology component to the facility if, and when, such a project becomes economically viable. When pursued, such Conversion Project will be designed, built and operated by a qualified party. The size, type and specific location of the facility is undefined at the time of execution of this transfer station agreement. If the County determines the prospects for a conversion project are promising, the selection process will follow the proposal requirements outlined in subitems (a) and (b) below:

(a) **Proposal Requirements.** Utilizing a competitive selection process, LESSEE shall present within 120 days of a request to do so by COUNTY, proposals to provide a Conversion project and such proposals shall be obtained in the following manner and at a minimum, include the information as described herein.

(1) LESSEE will retain a qualified consultant to prepare a Request for Information (RFI) to solicit a Statement of Qualifications (SOQ) from conversion technology firms. RFI will be sent to known companies and published in various solid waste and energy trade publications and websites. The consultant will

evaluate the SOQs and prepare an analysis for the LESSEE and COUNTY.

(2) An analysis of various available technologies including, but not limited to, biomass, anaerobic digestion, ethanol production, gasification and MSW power production will be provided.

(3) Equipment to be utilized

(4) Labor requirements (number of employees by job classification).

(5) Provision for program publicity/education/marketing.

(6) Concepts of how the project would be designed so that it could expand to meet the anticipated future needs of the user agencies.

(7) Estimate the tonnage to be diverted and the methodology for determining the diverted tonnage.

(8) Five-year projection of the financial results of the program's operations including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

(b) Other Selection Considerations. COUNTY and LESSEE, will offer to Coachella Valley Association of Governments to participate in the review of proposals.

(1) The selected project shall endeavor to align with the then existing regulatory requirements of the State of California for diversion credit. At a minimum, 60% of the throughput material that cannot be diverted from the landfill through standard recycling methods must qualify for diversion credit.

(2) The site on which the project is to be constructed will be based on LESSEE's recommendation, but the COUNTY shall offer any unused part of Parcel A or B shown on Exhibit A-1, needed for this project, without additional lease compensation. An appropriate lease modification to reflect the project will be executed by the parties hereto, when presented by the COUNTY.

(3) LESSEE shall separately process and obtain at LESSEE's own expense, all necessary land use and environmental approvals; and all necessary County, State or Federal construction and operating permits.

(4) During the first three years of operation, LESSEE shall provide COUNTY monthly environmental data collected with semiannual summary reports of the plant performance. After the first three years, the data and reporting requirements will be reduced as then defined by COUNTY.

(5) LESSEE agrees to expand the Conversion Technology project when any one or more user agencies contractually requests it to do so after satisfactory performance has been demonstrated, and appropriate permitting has been obtained. New terms and rates will be defined at that time.

(c) **Notice to Vacate.** LESSEE may be using part of the land that could be used for a Conversion Technology project (e.g. approximately 3.6 acres of Parcel "B") for green and woody waste processing. LESSEE may continue to use this land for green and woody waste processing until COUNTY gives LESSEE six months notice to vacate it so that a Conversion Technology or a Recycling/Diversion Project (see subitem (d) below) may be pursued. COUNTY shall act in good faith when considering such six month notice. If COUNTY gives this six month notice after the fixed improvements of the GWF are completely paid for by LESSEE, COUNTY will not be obligated to pay any additional compensation to LESSEE since it is assumed such improvements would have eventually transferred to COUNTY when it pays LESSEE the \$1 at the end of the Term for all of the fixed improvements on the premises.

COUNTY reserves the right to also give LESSEE a six month notice to halt any such Conversion Technology or Recycling/Diversion Project it is involved with at the time. Such notice will be considered at times appropriate for determining if the development of the Conversion or Recycling/Diversion Project should continue (i.e. there has been no work completed on the project or proposals received for the project do not indicate a successful project is possible, etc).

(d) **Recycling/Diversion Project.** LESSEE may propose to COUNTY a Recycling/Diversion Project on Parcel "B". LESSEE must provide enough information in its proposal that COUNTY (and other interested/impacted jurisdictions) can reach a decision on whether to approve the construction of such a project. If COUNTY is unwilling to approve the Recycling/Diversion project as presented by LESSEE and is still interested in investigating such a facility, it shall require LESSEE to conduct a competitive selection process similar to the one outlined above in subitems (a) and (b) for the Conversion Technology project. The one difference being that COUNTY will consider what percentage diversion is appropriate to use in the equivalent section to 38 (b) (1) above.

(1) Any proposal that utilizes organics processing (chip and grind, composting, etc.) shall follow the Best Management Practices (BMPs) and Financial Assurance (FA) bonding calculation included as Exhibit "H", with the following exception:

(2) The currently approved static pile processing will be allowed for a period of 12 (twelve) months, after which time LESSEE will comply fully with the BMPs.

(3) Failure to follow the BMPs and FA bonding calculation as outline above shall constitute a default under Section 15(a)(4) of the Master Lease.

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

COUNTY:

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

Dated: _____

By: _____
V. Manuel Perez
Chairman, Board of Supervisors

LESSEE:

BURRTEC RECOVERY & TRANSFER, LLC,
a California Limited Liability Company

Dated: _____

By: _____
Name: _____
Its: _____

RECOMMENDED FOR APPROVAL:

By: _____
Andy Cortez
General Manager-Chief Engineer

ATTEST:

Kimberly Rector
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: _____
Ryan Yabko
Deputy County Counsel

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

COUNTY:

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

Dated: 1/28/2025

By: V. Manuel Perez

V. Manuel Perez
Chairman, Board of Supervisors

LESSEE:

BURRTEC RECOVERY & TRANSFER, LLC,
a California Limited Liability Company

Dated: 12-26-04

By: [Signature]

Name:
Its:

RECOMMENDED FOR APPROVAL:

By: Andy Cortez
Andy Cortez
General Manager-Chief Engineer

ATTEST:

Kimberly Rector
Clerk of the Board

By: [Signature]

Deputy

(Seal)

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: [Signature]

Ryan Yabko
Deputy County Counsel

11.01.83



Exhibit A

PARCEL A

Being a portion of Section 26, Township 3 South, Range 5 East, San Bernardino Base and Meridian, lying within the unincorporated area of Riverside County, State of California, being further described as follows:

Commencing at the Northwest Corner of Said Section 26,
Thence South 00°02'34" West along the West Line of said Section 26, a distance of 847.62 feet, to the True Point of Beginning;

Thence North 69°45'20" East,	52.79 feet;
Thence North 79°32'02" East,	77.28 feet;
Thence South 78°50'32" East,	155.09 feet;
Thence South 71°51'17" East,	315.23 feet;
Thence South 61°28'22" East,	118.18 feet;
Thence South 14°39'11" West,	213.91 feet;
Thence South 51°26'58" West,	580.59 feet;
Thence South 03°27'17" East,	105.63 feet;
Thence South 25°02'03" East,	141.14 feet;
Thence North 89°57'27" West,	239.71 feet more or less,

to a point being on the Westerly line of said Section 26;

Thence North 00°02'34" East, along said Westerly line a distance of 954.23 feet,
to the True Point of Beginning.

The above described Parcel of land contains 9.4 acres, more or less.

PARCEL B

Being a portion of Section 27, Township 3 South, Range 5 East San Bernardino Base and Meridian, lying within the incorporated area of The City of Cathedral City, County of Riverside, State of California, being further described as follows:

Commencing at the Northeast Corner of said Section 27,
Thence South 00°02'34" West, along the East Line of said Section 27, a distance of 898.38 feet, to the True Point of Beginning:

Thence South 72°45'12" West,	32.72 feet,
Thence South 67°33'02" West,	42.71 feet,
Thence South 60°33'52" West,	38.43 feet,
Thence South 50°02'00" West,	82.86 feet,
Thence South 38°50'16" West,	328.42 feet,
Thence South 47°34'12" West,	67.44 feet;
Thence South 56°50'01" West,	76.89 feet,
Thence South 64°06'20" West,	64.87 feet,

Thence South 73°42'03" West, 58.12 feet,
Thence South 80°12'52" West, 50.51 feet,
Thence South 88°41'52" West, 42.11 feet,
Thence South 00°00'00" East, 543.29 feet,
Thence North 90°00'00" East, 693.02 Feet more or less,
to a point being on the Easterly line of said Section 27;

Thence North 00°02'34" East along said Easterly line a distance of 1038.97 feet,
to the True Point of Beginning.

The above Described Parcel of land contains 12.0 acres, more or less.

PARCEL C

Being a portion of Section 27, Township 3 South, Range 5 East San Bernardino Base and Meridian, lying within the incorporated area of The City of Cathedral City, County of Riverside, State of California, being further described as follows:

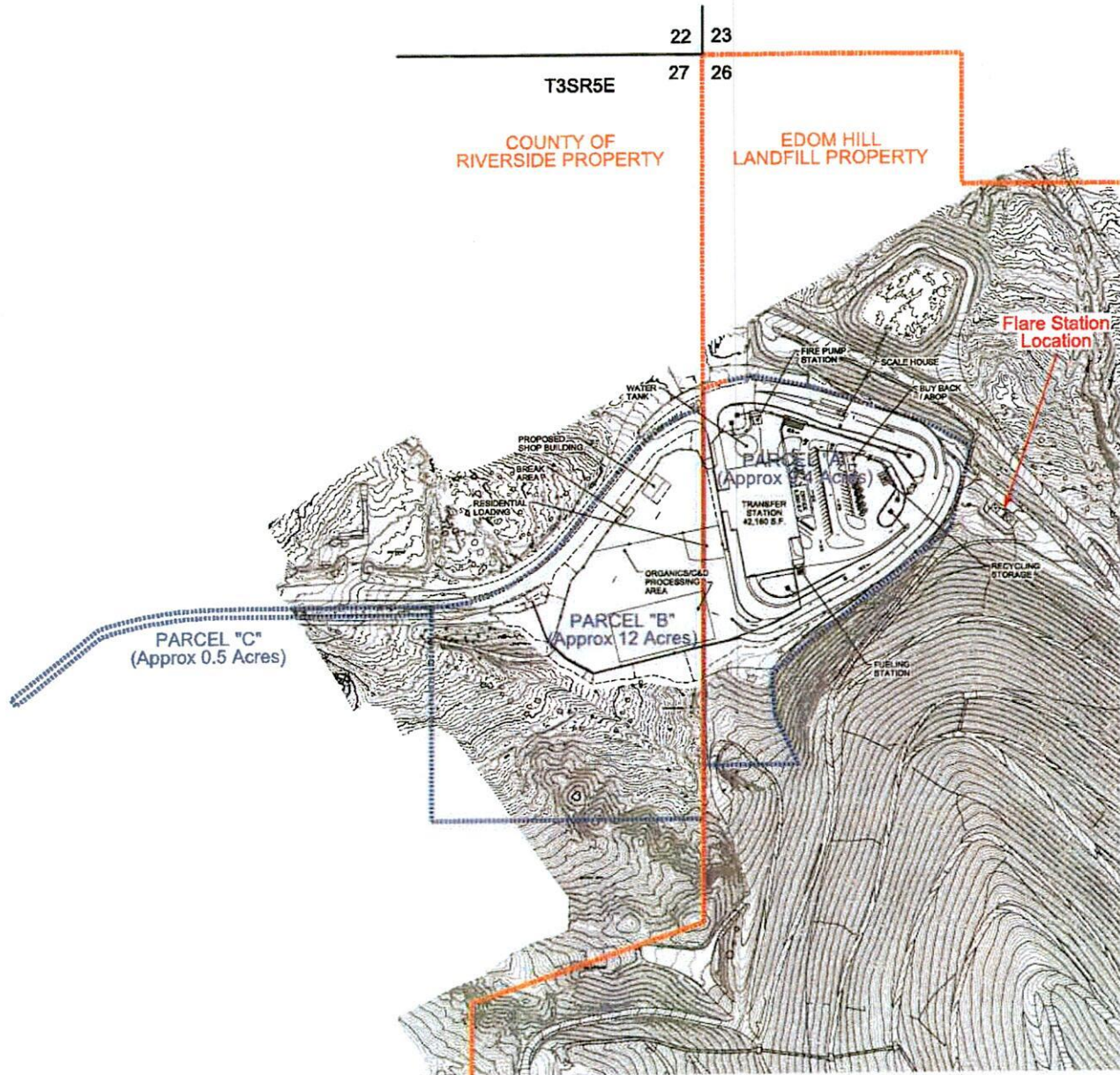
Commencing at the Northeast Corner of said Section 27,
Thence South 00°02'34" West, along the East Line of said Section 27, a distance of 898.38 feet, thence South 72°45'12" West, 32.72 feet, thence South 67°33'02" West, 42.71 feet, thence South 60°33'52" West, 38.43 feet, thence South 50°02'00" West, 82.86 feet, thence South 38°50'16" West, 328.42 feet, thence South 47°34'12" West, 67.44 feet, thence South 56°50'01" West, 76.89 feet, thence South 64°06'20" West, 64.87 feet, thence South 73°42'03" West, 58.12 feet, thence South 80°12'52" West, 50.51 feet, thence South 88°41'52" West, 42.11 feet, to the True Point of Beginning:

Thence South 89°48'41" West, 568.24 feet,
Thence South 86°10'57" West, 80.00 feet,
Thence South 81°22'45" West, 83.77 feet,
Thence South 76°33'37" West, 79.96 feet,
Thence South 71°57'46" West, 37.29 feet,
Thence South 52°28'53" West, 282.93 feet,
Thence South 37°38'10" East, 20.00 feet,
Thence North 52°14'38" East, 276.22 feet,
Thence North 71°57'46" East, 36.49 feet,
Thence North 76°33'37" East, 78.32 feet,
Thence North 81°22'45" East, 82.09 feet,
Thence North 86°10'57" East, 78.52 feet,
Thence North 89°48'42" East, 567.54 feet, more or less,
Thence North 00°00'00" East a distance of 20.00 feet, to the True Point of Beginning.

The above Described Parcel of land contains 0.5 acres, more or less.

Prepared by Riverside County Waste Management Department
September 2007

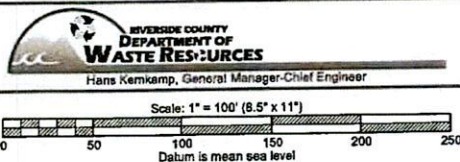
County of Riverside Land Leased to Burrtec Waste Industries, Inc. for Edom Hill Transfer Station



Legend:

- - - - - Property Line
- - - - - Lease Areas

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

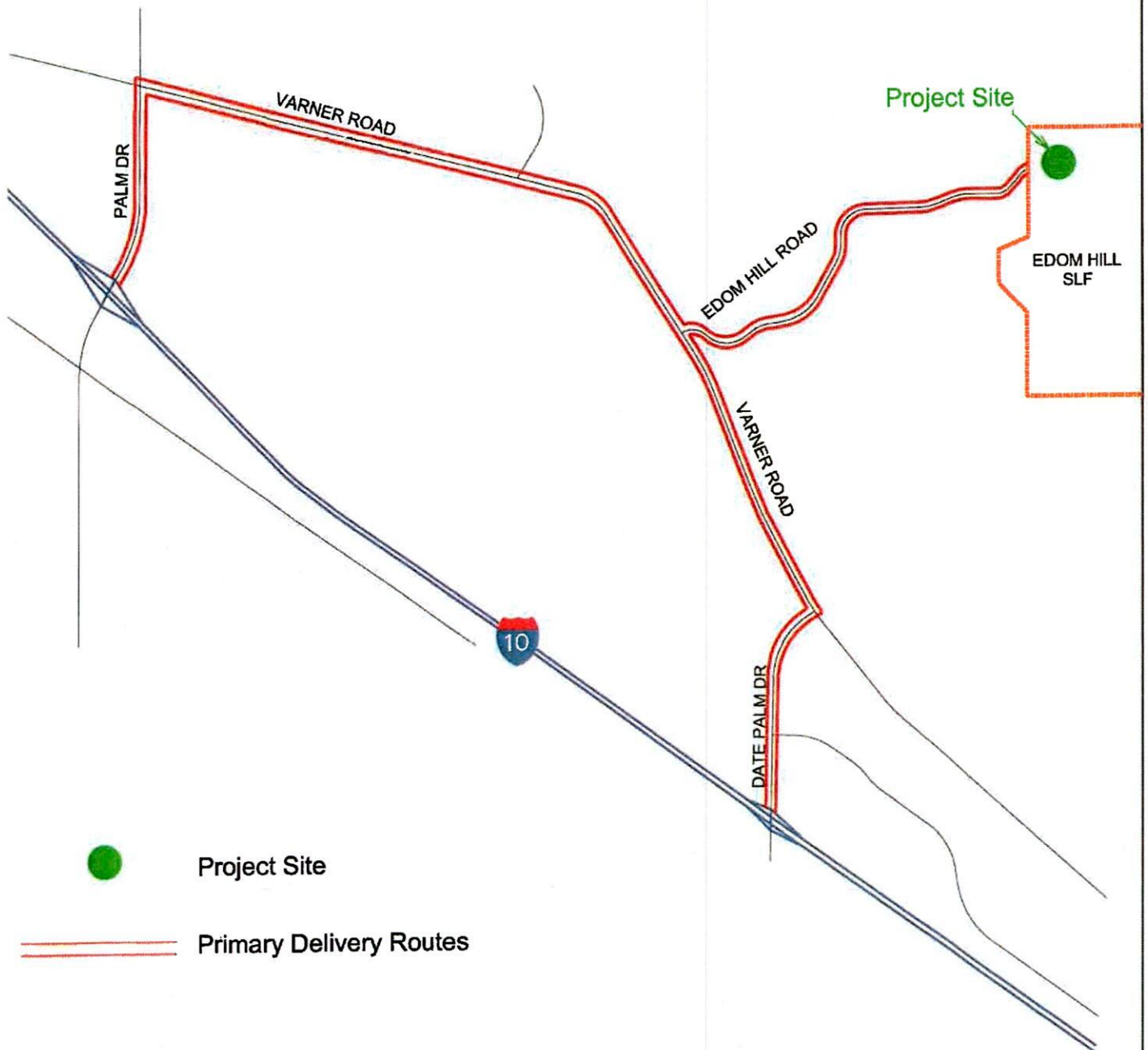


DESIGNED BY:	SM
DRAWN BY:	SM
CHECKED BY:	EC
DRAWING DATE:	April 2024
TOPO DATE:	June 2019 Aerial
SCALE:	1" = 400' (8.5" x 11")
PATH:	T:\Site\edom\24eh
PATH:	\Transfer Station
FILE:	EH2024AprilExhibitA.dgn

Edom Hill Transfer Station

Lease Areas

EXHIBIT A-1
SHEET: 1 OF 1



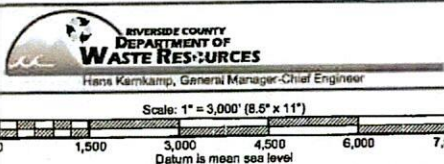
NOTE: LESSEE shall have the continued responsibility to collect illegally dumped material attributable to operation of the Facility along the travelled way on primary delivery routes to the Facility North of Highway 10 on Palm Dr, Date Palm Dr., Varner Road and Edom Hill Rd. Inspection and retrieval shall be completed not less often than twice weekly.

Exhibit A-2

Edom Hill Transfer Station

Collection of Illegally Dumped Material

SHEET: 1 OF 1



DESIGNED BY:	--
DRAWN BY:	SM
CHECKED BY:	--
DRAWING DATE:	August 20, 2002
TOPO DATE:	--
SCALE:	Scale: 1" = 3,000' (8.5" x 11")
PATH:	T:\Site\edom\02ehlspec
PATH:	transfer station
FILE:	eh0208exhibitA-1.dgn

PLACEHOLDER FOR:
(Will be inserted upon Board approval)

Exhibit B
First Amended and Restated Agreement for Disposal of Solid Waste

Exhibit "C"
Facility Description

1. The Transfer Station will have a design capacity of 3,500 tpd.
2. The Transfer Station shall have a separate self-haul receiving area; office; existing scale house, scale house computer system, the existing 75' scales, and install, maintain additional 75' electronically-operated scales, as needed; and parking for transfer trucks, visitors, and employees.
3. LESSEE shall perform floor sorting through incoming loads, and in good faith, shall attempt by focusing reasonable efforts to recover five percent (5%), by weight, of all loads delivered to the Transfer Station such that this material is not delivered to a disposal site.
4. LESSEE shall be permitted to accept loads of mixed and source separated recyclable material for residential and commercial recycling routes for direct transfer to a Materials Recovery Facility for processing.
5. The facility shall include a drop-off/buy back center. Additional recovery equipment and systems are permissible within the Facility, but LESSEE is responsible for attracting prospective users. The LESSEE shall include a white goods, tires, e-waste and universal waste reception area.
6. The site will accommodate a household hazardous waste drop-off site for operation by the LESSEE. LESSEE will operate the site as an ABOP (antifreeze, batteries, oil, and paint) facility while periodically the County Mobile HHW or similar program sponsored by the LESSEE that accepts additional HHW items may use the Premises. LESSEE will provide an area that is acceptable to LESSEE or COUNTY for these purposes and cooperate with COUNTY regarding its operation, if applicable.
7. LESSEE may operate a Construction/Demolition (C&D) processing facility on the site provided that all necessary permits from responsible agencies are acquired. C&D processing may include manual or mechanical sorting methods as well as grinding of inert materials. Prior to commencement of any C&D processing activities (construction or operation) at the Transfer Station, LESSEE shall obtain written approval from COUNTY Department of Waste Resources' General Manager-Chief Engineer, which shall not be unreasonably withheld. LESSEE will coordinate with the Local Enforcement Agency (LEA) for proper approval and TPR-RCSI required amendments.
8. In the event that the adjacent Edom Hill Compost facility must close due to a catastrophic event, green and woody waste may be accepted at the Transfer Station for temporary processing or transfer to another organics processing facility.

9. LESSEE shall construct a maintenance shop on Parcel "B" to provide for the onsite maintenance of the facility's rolling stock (front-end loaders, forklift, etc.) and transfer trucks and trailers.
10. As mutually agreed and understood from the date the Master Lease is executed by the Riverside County Board of Supervisors, LESSEE shall comply with requirements of installing a vapor barrier under occupied portions of the transfer station.
11. Features and uses to support the primary functions of the facility as generally described in Section 2, including but not limited to fuel facilities, sparer parts storage, office facilities, and maintenance facilities and all incidental storage and support facilities are permitted under the Base Lease rate of \$1.00 per year.

Total Facility Development Costs

Transfer Station Building & Office	\$5,023,850
Site Improvements	\$572,900
Equipment (Heavy Equipment, Bins, etc., excluding Transfer Trucks & Trailers)	\$527,000
Total Development Costs	\$6,123,750

Exhibit E. Edom Hill Transfer Station Development Cost - Facility Element
Sample Payment Schedule with 3% Annual Tonnage Increase and 4% Interest Rate

Total Facility Development Cost of \$6,123,750 with \$4,871,788 Remaining as of Nov.1 2024

Month #	Month	Tons per Month	Monthly Payment @ \$0.89/ton	Remaining Principal Balance	Monthly Interest @ 4%	
1	December-04	32,455	\$28,885	\$6,115,278	20,413	Year 1 (Dec. 2004)
2	January-05	33,796	\$30,079	\$6,105,583	20,384	
3	February-05	33,241	\$29,584	\$6,096,351	20,352	
4	March-05	40,375	\$35,934	\$6,080,739	20,321	
5	April-05	37,599	\$33,463	\$6,067,545	20,269	
6	May-05	34,979	\$31,131	\$6,056,638	20,225	
7	June-05	36,994	\$32,925	\$6,043,902	20,189	
8	July-05	31,707	\$28,220	\$6,035,829	20,146	
9	August-05	34,133	\$30,378	\$6,025,571	20,119	
10	September-05	33,145	\$29,499	\$6,016,157	20,085	
11	October-05	35,564	\$31,652	\$6,004,559	20,054	
12	November-05	36,632	\$32,603	\$5,991,971	20,015	
13	December-05	33,953	\$30,219	\$5,981,726	19,973	Year 2
14	January-06	34,492	\$30,698	\$5,970,967	19,939	
15	February-06	32,072	\$28,544	\$5,962,326	19,903	
16	March-06	37,856	\$33,692	\$5,948,509	19,874	
17	April-06	33,099	\$29,458	\$5,938,879	19,828	
18	May-06	34,126	\$30,372	\$5,928,303	19,796	
19	June-06	33,239	\$29,583	\$5,918,481	19,761	
20	July-06	29,036	\$25,842	\$5,912,368	19,728	
21	August-06	33,715	\$30,007	\$5,902,069	19,708	
22	September-06	30,453	\$27,104	\$5,894,639	19,674	
23	October-06	34,108	\$30,357	\$5,883,931	19,649	
24	November-06	33,505	\$29,820	\$5,873,725	19,613	
25	December-06	29,729	\$26,459	\$5,866,845	19,579	Year 3
26	January-07	34,500	\$30,705	\$5,855,696	19,556	
27	February-07	31,420	\$27,964	\$5,847,251	19,519	
28	March-07	35,612	\$31,695	\$5,835,047	19,491	
29	April-07	36,270	\$32,280	\$5,822,217	19,450	
30	May-07	33,044	\$29,409	\$5,812,215	19,407	
31	June-07	30,500	\$27,145	\$5,804,444	19,374	
32	July-07	29,319	\$26,094	\$5,797,699	19,348	
33	August-07	30,146	\$26,830	\$5,790,194	19,326	
34	September-07	27,762	\$24,708	\$5,784,787	19,301	
35	October-07	33,066	\$29,429	\$5,774,641	19,283	
36	November-07	30,208	\$26,885	\$5,767,004	19,249	
37	December-07	30,168	\$26,850	\$5,759,378	19,223	Year 4
38	January-08	32,473	\$28,901	\$5,749,675	19,198	
39	February-08	29,410	\$26,174	\$5,742,666	19,166	
40	March-08	30,165	\$26,847	\$5,734,962	19,142	
41	April-08	31,851	\$28,348	\$5,725,730	19,117	
42	May-08	29,930	\$26,637	\$5,718,179	19,086	
43	June-08	26,789	\$23,842	\$5,713,397	19,061	
44	July-08	26,909	\$23,949	\$5,708,493	19,045	
45	August-08	24,186	\$21,526	\$5,705,995	19,028	
46	September-08	26,342	\$23,444	\$5,701,571	19,020	
47	October-08	30,089	\$26,779	\$5,693,797	19,005	
48	November-08	25,321	\$22,536	\$5,690,240	18,979	
49	December-08	26,399	\$23,495	\$5,685,713	18,967	Year 5
50	January-09	26,010	\$23,149	\$5,681,516	18,952	

51	February-09	22,981	\$20,453	\$5,680,001	18,938	
52	March-09	26,315	\$23,420	\$5,675,514	18,933	
53	April-09	27,118	\$24,135	\$5,670,297	18,918	
54	May-09	24,170	\$21,511	\$5,667,687	18,901	
55	June-09	23,750	\$21,137	\$5,665,442	18,892	
56	July-09	22,067	\$19,639	\$5,664,688	18,885	
57	August-09	20,455	\$18,205	\$5,665,365	18,882	
58	September-09	22,583	\$20,099	\$5,664,150	18,885	
59	October-09	25,544	\$22,734	\$5,660,297	18,881	
60	November-09	23,061	\$20,524	\$5,658,641	18,868	
61	December-09	23,289	\$20,727	\$5,656,776	18,862	Year 6
62	January-10	22,182	\$19,742	\$5,655,890	18,856	
63	February-10	21,633	\$19,253	\$5,655,489	18,853	
64	March-10	25,524	\$22,717	\$5,651,624	18,852	
65	April-10	25,072	\$22,314	\$5,648,149	18,839	
66	May-10	21,563	\$19,191	\$5,647,786	18,827	
67	June-10	23,797	\$21,179	\$5,645,432	18,826	
68	July-10	21,043	\$18,728	\$5,645,522	18,818	
69	August-10	20,575	\$18,312	\$5,646,029	18,818	
70	September-10	21,131	\$18,807	\$5,646,042	18,820	
71	October-10	24,976	\$22,228	\$5,642,634	18,820	
72	November-10	24,097	\$21,446	\$5,639,997	18,809	
73	December-10	23,596	\$21,001	\$5,637,796	18,800	Year 7
74	January-11	22,575	\$20,091	\$5,636,498	18,793	
75	February-11	20,145	\$17,929	\$5,637,357	18,788	
76	March-11	25,112	\$22,350	\$5,633,798	18,791	
77	April-11	23,626	\$21,027	\$5,631,551	18,779	
78	May-11	22,747	\$20,245	\$5,630,078	18,772	
79	June-11	22,156	\$19,719	\$5,629,125	18,767	
80	July-11	20,037	\$17,833	\$5,630,056	18,764	
81	August-11	21,051	\$18,735	\$5,630,088	18,767	
82	September-11	20,809	\$18,520	\$5,630,335	18,767	
83	October-11	22,145	\$19,709	\$5,629,394	18,768	
84	November-11	22,941	\$20,418	\$5,627,741	18,765	
85	December-11	21,776	\$19,381	\$5,627,119	18,759	Year 8
86	January-12	23,385	\$20,812	\$5,625,064	18,757	
87	February-12	22,567	\$20,085	\$5,623,729	18,750	
88	March-12	23,852	\$21,228	\$5,621,247	18,746	
89	April-12	22,828	\$20,317	\$5,619,667	18,737	
90	May-12	23,382	\$20,810	\$5,617,589	18,732	
91	June-12	20,602	\$18,335	\$5,617,979	18,725	
92	July-12	20,565	\$18,303	\$5,618,402	18,727	
93	August-12	21,476	\$19,114	\$5,618,016	18,728	
94	September-12	19,875	\$17,689	\$5,619,054	18,727	
95	October-12	23,097	\$20,557	\$5,617,228	18,730	
96	November-12	22,403	\$19,938	\$5,616,013	18,724	
97	December-12	20,928	\$18,626	\$5,616,107	18,720	Year 9
98	January-13	23,072	\$20,534	\$5,614,293	18,720	
99	February-13	21,034	\$18,720	\$5,614,287	18,714	
100	March-13	22,988	\$20,459	\$5,612,542	18,714	
101	April-13	24,552	\$21,852	\$5,609,399	18,708	
102	May-13	23,218	\$20,664	\$5,607,433	18,698	
103	June-13	21,245	\$18,908	\$5,607,217	18,691	
104	July-13	23,232	\$20,676	\$5,605,231	18,691	
105	August-13	21,676	\$19,292	\$5,604,624	18,684	
106	September-13	22,104	\$19,673	\$5,603,633	18,682	
107	October-13	25,239	\$22,463	\$5,599,849	18,679	
108	November-13	23,314	\$20,749	\$5,597,766	18,666	

109	December-13	23,302	\$20,739	\$5,595,687	18,659	Year 10
110	January-14	24,166	\$21,508	\$5,592,831	18,652	
111	February-14	21,412	\$19,057	\$5,592,417	18,643	
112	March-14	23,907	\$21,278	\$5,589,780	18,641	
113	April-14	24,494	\$21,800	\$5,586,613	18,633	
114	May-14	24,503	\$21,807	\$5,583,428	18,622	
115	June-14	21,853	\$19,449	\$5,582,590	18,611	
116	July-14	22,545	\$20,065	\$5,581,134	18,609	
117	August-14	21,251	\$18,913	\$5,580,825	18,604	
118	September-14	21,344	\$18,996	\$5,580,431	18,603	
119	October-14	24,675	\$21,961	\$5,577,071	18,601	
120	November-14	23,512	\$20,926	\$5,574,736	18,590	
121	December-14	24,248	\$21,581	\$5,571,737	18,582	Year 11
122	January-15	23,784	\$21,167	\$5,569,142	18,572	
123	February-15	23,517	\$20,930	\$5,566,776	18,564	
124	March-15	25,718	\$22,889	\$5,562,443	18,556	
125	April-15	25,899	\$23,050	\$5,557,934	18,541	
126	May-15	24,420	\$21,734	\$5,554,727	18,526	
127	June-15	24,239	\$21,572	\$5,551,670	18,516	
128	July-15	24,721	\$22,002	\$5,548,174	18,506	
129	August-15	22,197	\$19,755	\$5,546,912	18,494	
130	September-15	23,958	\$21,323	\$5,544,079	18,490	
131	October-15	24,877	\$22,140	\$5,540,419	18,480	
132	November-15	24,993	\$22,244	\$5,536,644	18,468	
133	December-15	25,604	\$22,788	\$5,532,312	18,455	Year 12
134	January-16	25,353	\$22,565	\$5,528,188	18,441	
135	February-16	24,652	\$21,941	\$5,524,675	18,427	
136	March-16	27,203	\$24,211	\$5,518,880	18,416	
137	April-16	25,579	\$22,765	\$5,514,511	18,396	
138	May-16	24,734	\$22,014	\$5,510,879	18,382	
139	June-16	24,294	\$21,622	\$5,507,627	18,370	
140	July-16	21,610	\$19,233	\$5,506,753	18,359	
141	August-16	23,590	\$20,996	\$5,504,113	18,356	
142	September-16	23,538	\$20,949	\$5,501,511	18,347	
143	October-16	24,798	\$22,071	\$5,497,779	18,338	
144	November-16	25,651	\$22,829	\$5,493,275	18,326	
145	December-16	25,608	\$22,791	\$5,488,795	18,311	Year 13
146	January-17	26,555	\$23,634	\$5,483,457	18,296	
147	February-17	24,449	\$21,760	\$5,479,975	18,278	
148	March-17	29,713	\$26,444	\$5,471,798	18,267	
149	April-17	26,245	\$23,358	\$5,466,679	18,239	
150	May-17	26,690	\$23,754	\$5,461,147	18,222	
151	June-17	24,952	\$22,208	\$5,457,144	18,204	
152	July-17	23,366	\$20,796	\$5,454,538	18,190	
153	August-17	26,292	\$23,400	\$5,449,320	18,182	
154	September-17	24,782	\$22,056	\$5,445,429	18,164	
155	October-17	26,718	\$23,779	\$5,439,801	18,151	
156	November-17	27,001	\$24,030	\$5,433,904	18,133	
157	December-17	25,024	\$22,272	\$5,429,745	18,113	Year 14
158	January-18	28,596	\$25,451	\$5,422,393	18,099	
159	February-18	24,659	\$21,946	\$5,418,522	18,075	
160	March-18	27,630	\$24,591	\$5,411,992	18,062	
161	April-18	27,060	\$24,084	\$5,405,949	18,040	
162	May-18	27,269	\$24,269	\$5,399,700	18,020	
163	June-18	25,106	\$22,345	\$5,395,354	17,999	
164	July-18	24,004	\$21,364	\$5,391,975	17,985	
165	August-18	25,228	\$22,453	\$5,387,496	17,973	
166	September-18	22,917	\$20,396	\$5,385,058	17,958	

167	October-18	28,314	\$25,200	\$5,377,808	17,950	
168	November-18	27,172	\$24,183	\$5,371,551	17,926	
169	December-18	25,054	\$22,298	\$5,367,158	17,905	Year 15
170	January-19	28,132	\$25,037	\$5,360,011	17,891	
171	February-19	25,384	\$22,591	\$5,355,286	17,867	
172	March-19	27,858	\$24,793	\$5,348,344	17,851	
173	April-19	29,137	\$25,932	\$5,340,240	17,828	
174	May-19	29,877	\$26,590	\$5,331,450	17,801	
175	June-19	26,597	\$23,671	\$5,325,551	17,772	
176	July-19	26,285	\$23,394	\$5,319,909	17,752	
177	August-19	24,989	\$22,240	\$5,315,402	17,733	
178	September-19	25,247	\$22,470	\$5,310,650	17,718	
179	October-19	28,066	\$24,979	\$5,303,373	17,702	
180	November-19	25,821	\$22,981	\$5,298,070	17,678	
181	December-19	25,583	\$22,768	\$5,292,962	17,660	Year 16
182	January-20	27,962	\$24,886	\$5,285,719	17,643	
183	February-20	25,267	\$22,487	\$5,280,850	17,619	
184	March-20	26,631	\$23,702	\$5,274,752	17,603	
185	April-20	22,628	\$20,139	\$5,272,195	17,583	
186	May-20	23,068	\$20,531	\$5,269,238	17,574	
187	June-20	23,290	\$20,728	\$5,266,074	17,564	
188	July-20	23,655	\$21,053	\$5,262,574	17,554	
189	August-20	22,743	\$20,242	\$5,259,875	17,542	
190	September-20	23,965	\$21,329	\$5,256,078	17,533	
191	October-20	25,636	\$22,816	\$5,250,783	17,520	
192	November-20	24,857	\$22,123	\$5,246,163	17,503	
193	December-20	24,670	\$21,957	\$5,241,694	17,487	Year 17
194	January-21	23,875	\$21,249	\$5,237,917	17,472	
195	February-21	24,589	\$21,884	\$5,233,493	17,460	
196	March-21	29,017	\$25,825	\$5,225,113	17,445	
197	April-21	29,479	\$26,237	\$5,216,293	17,417	
198	May-21	26,360	\$23,460	\$5,210,221	17,388	
199	June-21	28,484	\$25,351	\$5,202,237	17,367	
200	July-21	26,436	\$23,528	\$5,196,050	17,341	
201	August-21	26,916	\$23,955	\$5,189,416	17,320	
202	September-21	27,583	\$24,549	\$5,182,165	17,298	
203	October-21	28,083	\$24,994	\$5,174,445	17,274	
204	November-21	29,522	\$26,274	\$5,165,418	17,248	
205	December-21	29,037	\$25,843	\$5,156,793	17,218	Year 18
206	January-22	27,953	\$24,878	\$5,149,104	17,189	
207	February-22	27,071	\$24,093	\$5,142,175	17,164	
208	March-22	31,337	\$27,890	\$5,131,426	17,141	
209	April-22	28,932	\$25,749	\$5,122,781	17,105	
210	May-22	30,239	\$26,912	\$5,112,944	17,076	
211	June-22	31,297	\$27,855	\$5,102,133	17,043	
212	July-22	26,287	\$23,396	\$5,095,744	17,007	
213	August-22	28,903	\$25,724	\$5,087,006	16,986	
214	September-22	28,543	\$25,403	\$5,078,560	16,957	
215	October-22	29,413	\$26,178	\$5,069,311	16,929	
216	November-22	30,114	\$26,801	\$5,059,407	16,898	
217	December-22	28,888	\$25,711	\$5,050,561	16,865	Year 19
218	January-23	30,109	\$26,797	\$5,040,600	16,835	
219	February-23	26,590	\$23,665	\$5,033,737	16,802	
220	March-23	32,980	\$29,352	\$5,021,164	16,779	
221	April-23	29,752	\$26,480	\$5,011,421	16,737	
222	May-23	30,220	\$26,896	\$5,001,230	16,705	
223	June-23	29,266	\$26,046	\$4,991,855	16,671	
224	July-23	26,195	\$23,314	\$4,985,181	16,640	

225	August-23	27,430	\$24,412	\$4,977,385	16,617	
226	September-23	27,840	\$24,778	\$4,969,199	16,591	
227	October-23	29,160	\$25,952	\$4,959,811	16,564	
228	November-23	30,031	\$26,728	\$4,949,615	16,533	
229	December-23	28,106	\$25,014	\$4,941,100	16,499	Year 20
230	January-24	30,077	\$26,768	\$4,930,802	16,470	
231	February-24	28,421	\$25,295	\$4,921,943	16,436	
232	March-24	30,160	\$26,842	\$4,911,507	16,406	
233	April-24	30,340	\$27,002	\$4,900,876	16,372	
234	May-24	31,332	\$27,886	\$4,889,327	16,336	
235	June-24	25,743	\$22,911	\$4,882,714	16,298	
236	July-24	25,717	\$22,888	\$4,876,101	16,276	
237	August-24	25,717	\$22,888	\$4,869,466	16,254	
238	September-24	24,226	\$21,562	\$4,864,136	16,232	
239	October-24	27,850	\$24,786	\$4,855,564	16,214	
240		27,958	\$24,883	\$4,846,866	16,185	
241		27,958	\$24,883	\$4,838,140	16,156	Amended Agreement Year 1
242		28,797	\$25,629	\$4,828,638	16,127	
243		28,797	\$25,629	\$4,819,104	16,095	
244		28,797	\$25,629	\$4,809,538	16,064	
245		28,797	\$25,629	\$4,799,941	16,032	
246		28,797	\$25,629	\$4,790,311	16,000	
247		28,797	\$25,629	\$4,780,650	15,968	
248		28,797	\$25,629	\$4,770,956	15,935	
249		28,797	\$25,629	\$4,761,230	15,903	
250		28,797	\$25,629	\$4,751,471	15,871	
251		28,797	\$25,629	\$4,741,680	15,838	
252		28,797	\$25,629	\$4,731,856	15,806	
253		28,797	\$25,629	\$4,722,000	15,773	Year 2
254		29,661	\$26,398	\$4,711,341	15,740	
255		29,661	\$26,398	\$4,700,648	15,704	
256		29,661	\$26,398	\$4,689,918	15,669	
257		29,661	\$26,398	\$4,679,153	15,633	
258		29,661	\$26,398	\$4,668,352	15,597	
259		29,661	\$26,398	\$4,657,515	15,561	
260		29,661	\$26,398	\$4,646,642	15,525	
261		29,661	\$26,398	\$4,635,732	15,489	
262		29,661	\$26,398	\$4,624,786	15,452	
263		29,661	\$26,398	\$4,613,804	15,416	
264		29,661	\$26,398	\$4,602,785	15,379	
265		29,661	\$26,398	\$4,591,729	15,343	Year 3
266		30,550	\$27,190	\$4,579,845	15,306	
267		30,550	\$27,190	\$4,567,922	15,266	
268		30,550	\$27,190	\$4,555,959	15,226	
269		30,550	\$27,190	\$4,543,956	15,187	
270		30,550	\$27,190	\$4,531,913	15,147	
271		30,550	\$27,190	\$4,519,830	15,106	
272		30,550	\$27,190	\$4,507,707	15,066	
273		30,550	\$27,190	\$4,495,543	15,026	
274		30,550	\$27,190	\$4,483,338	14,985	
275		30,550	\$27,190	\$4,471,093	14,944	
276		30,550	\$27,190	\$4,458,808	14,904	
277		30,550	\$27,190	\$4,446,481	14,863	Year 4
278		31,467	\$28,006	\$4,433,297	14,822	
279		31,467	\$28,006	\$4,420,069	14,778	
280		31,467	\$28,006	\$4,406,797	14,734	
281		31,467	\$28,006	\$4,393,480	14,689	
282		31,467	\$28,006	\$4,380,120	14,645	

283		31,467	\$28,006	\$4,366,714	14,600	
284		31,467	\$28,006	\$4,353,264	14,556	
285		31,467	\$28,006	\$4,339,770	14,511	
286		31,467	\$28,006	\$4,326,230	14,466	
287		31,467	\$28,006	\$4,312,645	14,421	
288		31,467	\$28,006	\$4,299,015	14,375	
289		31,467	\$28,006	\$4,285,339	14,330	Year 5
290		32,411	\$28,846	\$4,270,778	14,284	
291		32,411	\$28,846	\$4,256,168	14,236	
292		32,411	\$28,846	\$4,241,510	14,187	
293		32,411	\$28,846	\$4,226,802	14,138	
294		32,411	\$28,846	\$4,212,046	14,089	
295		32,411	\$28,846	\$4,197,240	14,040	
296		32,411	\$28,846	\$4,182,385	13,991	
297		32,411	\$28,846	\$4,167,481	13,941	
298		32,411	\$28,846	\$4,152,526	13,892	
299		32,411	\$28,846	\$4,137,522	13,842	
300		32,411	\$28,846	\$4,122,468	13,792	
301		32,411	\$28,846	\$4,107,364	13,742	Year 6
302		33,383	\$29,711	\$4,091,344	13,691	
303		33,383	\$29,711	\$4,075,271	13,638	
304		33,383	\$29,711	\$4,059,145	13,584	
305		33,383	\$29,711	\$4,042,964	13,530	
306		33,383	\$29,711	\$4,026,730	13,477	
307		33,383	\$29,711	\$4,010,442	13,422	
308		33,383	\$29,711	\$3,994,099	13,368	
309		33,383	\$29,711	\$3,977,702	13,314	
310		33,383	\$29,711	\$3,961,250	13,259	
311		33,383	\$29,711	\$3,944,743	13,204	
312		33,383	\$29,711	\$3,928,181	13,149	
313		33,383	\$29,711	\$3,911,565	13,094	Year 7
314		34,385	\$30,603	\$3,894,000	13,039	
315		34,385	\$30,603	\$3,876,378	12,980	
316		34,385	\$30,603	\$3,858,696	12,921	
317		34,385	\$30,603	\$3,840,956	12,862	
318		34,385	\$30,603	\$3,823,157	12,803	
319		34,385	\$30,603	\$3,805,298	12,744	
320		34,385	\$30,603	\$3,787,379	12,684	
321		34,385	\$30,603	\$3,769,401	12,625	
322		34,385	\$30,603	\$3,751,363	12,565	
323		34,385	\$30,603	\$3,733,265	12,505	
324		34,385	\$30,603	\$3,715,107	12,444	
325		34,385	\$30,603	\$3,696,888	12,384	Year 8
326		35,416	\$31,520	\$3,677,691	12,323	
327		35,416	\$31,520	\$3,658,429	12,259	
328		35,416	\$31,520	\$3,639,104	12,195	
329		35,416	\$31,520	\$3,619,714	12,130	
330		35,416	\$31,520	\$3,600,259	12,066	
331		35,416	\$31,520	\$3,580,740	12,001	
332		35,416	\$31,520	\$3,561,156	11,936	
333		35,416	\$31,520	\$3,541,506	11,871	
334		35,416	\$31,520	\$3,521,791	11,805	
335		35,416	\$31,520	\$3,502,010	11,739	
336		35,416	\$31,520	\$3,482,163	11,673	
337		35,416	\$31,520	\$3,462,250	11,607	Year 9
338		36,479	\$32,466	\$3,441,324	11,541	
339		36,479	\$32,466	\$3,420,329	11,471	
340		36,479	\$32,466	\$3,399,264	11,401	

341		36,479	\$32,466	\$3,378,129	11,331	
342		36,479	\$32,466	\$3,356,923	11,260	
343		36,479	\$32,466	\$3,335,646	11,190	
344		36,479	\$32,466	\$3,314,299	11,119	
345		36,479	\$32,466	\$3,292,880	11,048	
346		36,479	\$32,466	\$3,271,390	10,976	
347		36,479	\$32,466	\$3,249,828	10,905	
348		36,479	\$32,466	\$3,228,195	10,833	
349		36,479	\$32,466	\$3,206,489	10,761	Year 10
350		37,573	\$33,440	\$3,183,737	10,688	
351		37,573	\$33,440	\$3,160,910	10,612	
352		37,573	\$33,440	\$3,138,006	10,536	
353		37,573	\$33,440	\$3,115,026	10,460	
354		37,573	\$33,440	\$3,091,970	10,383	
355		37,573	\$33,440	\$3,068,836	10,307	
356		37,573	\$33,440	\$3,045,626	10,229	
357		37,573	\$33,440	\$3,022,338	10,152	
358		37,573	\$33,440	\$2,998,972	10,074	
359		37,573	\$33,440	\$2,975,529	9,997	
360		37,573	\$33,440	\$2,952,007	9,918	
361		37,573	\$33,440	\$2,928,408	9,840	Year 11
362		38,700	\$34,443	\$2,903,726	9,761	
363		38,700	\$34,443	\$2,878,962	9,679	
364		38,700	\$34,443	\$2,854,116	9,597	
365		38,700	\$34,443	\$2,829,186	9,514	
366		38,700	\$34,443	\$2,804,174	9,431	
367		38,700	\$34,443	\$2,779,078	9,347	
368		38,700	\$34,443	\$2,753,899	9,264	
369		38,700	\$34,443	\$2,728,635	9,180	
370		38,700	\$34,443	\$2,703,288	9,095	
371		38,700	\$34,443	\$2,677,856	9,011	
372		38,700	\$34,443	\$2,652,339	8,926	
373		38,700	\$34,443	\$2,626,737	8,841	Year 12
374		39,861	\$35,476	\$2,600,017	8,756	
375		39,861	\$35,476	\$2,573,207	8,667	
376		39,861	\$35,476	\$2,546,308	8,577	
377		39,861	\$35,476	\$2,519,319	8,488	
378		39,861	\$35,476	\$2,492,241	8,398	
379		39,861	\$35,476	\$2,465,072	8,307	
380		39,861	\$35,476	\$2,437,813	8,217	
381		39,861	\$35,476	\$2,410,462	8,126	
382		39,861	\$35,476	\$2,383,021	8,035	
383		39,861	\$35,476	\$2,355,488	7,943	
384		39,861	\$35,476	\$2,327,864	7,852	
385		39,861	\$35,476	\$2,300,147	7,760	Year 13
386		41,057	\$36,541	\$2,271,273	7,667	
387		41,057	\$36,541	\$2,242,303	7,571	
388		41,057	\$36,541	\$2,213,237	7,474	
389		41,057	\$36,541	\$2,184,074	7,377	
390		41,057	\$36,541	\$2,154,813	7,280	
391		41,057	\$36,541	\$2,125,455	7,183	
392		41,057	\$36,541	\$2,095,999	7,085	
393		41,057	\$36,541	\$2,066,445	6,987	
394		41,057	\$36,541	\$2,036,793	6,888	
395		41,057	\$36,541	\$2,007,041	6,789	
396		41,057	\$36,541	\$1,977,191	6,690	
397		41,057	\$36,541	\$1,947,241	6,591	Year 14
398		42,289	\$37,637	\$1,916,094	6,491	

399		42,289	\$37,637	\$1,884,844	6,387	
400		42,289	\$37,637	\$1,853,490	6,283	
401		42,289	\$37,637	\$1,822,031	6,178	
402		42,289	\$37,637	\$1,790,467	6,073	
403		42,289	\$37,637	\$1,758,798	5,968	
404		42,289	\$37,637	\$1,727,023	5,863	
405		42,289	\$37,637	\$1,695,143	5,757	
406		42,289	\$37,637	\$1,663,156	5,650	
407		42,289	\$37,637	\$1,631,063	5,544	
408		42,289	\$37,637	\$1,598,862	5,437	
409		42,289	\$37,637	\$1,566,555	5,330	Year 15
410		43,557	\$38,766	\$1,533,011	5,222	
411		43,557	\$38,766	\$1,499,355	5,110	
412		43,557	\$38,766	\$1,465,587	4,998	
413		43,557	\$38,766	\$1,431,707	4,885	
414		43,557	\$38,766	\$1,397,713	4,772	
415		43,557	\$38,766	\$1,363,607	4,659	
416		43,557	\$38,766	\$1,329,386	4,545	
417		43,557	\$38,766	\$1,295,052	4,431	
418		43,557	\$38,766	\$1,260,603	4,317	
419		43,557	\$38,766	\$1,226,039	4,202	
420		43,557	\$38,766	\$1,191,360	4,087	
421		43,557	\$38,766	\$1,156,566	3,971	Year 16
422		44,864	\$39,929	\$1,120,492	3,855	
423		44,864	\$39,929	\$1,084,298	3,735	
424		44,864	\$39,929	\$1,047,984	3,614	
425		44,864	\$39,929	\$1,011,548	3,493	
426		44,864	\$39,929	\$974,991	3,372	
427		44,864	\$39,929	\$938,312	3,250	
428		44,864	\$39,929	\$901,511	3,128	
429		44,864	\$39,929	\$864,587	3,005	
430		44,864	\$39,929	\$827,540	2,882	
431		44,864	\$39,929	\$790,369	2,758	
432		44,864	\$39,929	\$753,075	2,635	
433		44,864	\$39,929	\$715,656	2,510	Year 17
434		46,210	\$41,127	\$676,915	2,386	
435		46,210	\$41,127	\$638,044	2,256	
436		46,210	\$41,127	\$599,044	2,127	
437		46,210	\$41,127	\$559,914	1,997	
438		46,210	\$41,127	\$520,653	1,866	
439		46,210	\$41,127	\$481,262	1,736	
440		46,210	\$41,127	\$441,739	1,604	
441		46,210	\$41,127	\$402,085	1,472	
442		46,210	\$33,429	\$369,996	1,340	
443		44,864	\$39,929	\$331,301	1,233	
444		44,864	\$39,929	\$292,476	1,104	
445		44,864	\$39,929	\$253,522	975	Year 18
446		46,210	\$41,127	\$213,240	845	
447		46,210	\$41,127	\$172,824	711	
448		46,210	\$41,127	\$132,273	576	
449		46,210	\$41,127	\$91,587	441	
450		46,210	\$41,127	\$50,765	305	
451		46,210	\$41,127	\$9,808	169	
452		46,210	\$41,127	-\$31,286	33	
453		46,210	\$41,127	-\$72,518	(104)	
454		46,210	\$33,429	-\$106,188	(242)	

EXHIBIT "F"

CONDITIONS OF CONSTRUCTION

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

1. For all construction, LESSEE shall prepare final working plans and specifications substantially conforming to preliminary plans previously reviewed by the Department, and shall submit them concurrently to the Department and to the appropriate governmental agencies for approval. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans (a) if they are not substantial or if they are made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval, and (b) if they do not depart substantially in size, utility, or value from the improvements described in the plans and specifications heretofore submitted by LESSEE to the Department.

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

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

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

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

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

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

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

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

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

LESSEE represents and warrants that all of the improvements constructed by LESSEE shall be constructed in compliance with the current County and State of California standards and laws applicable to the construction of public improvements, and in compliance with all applicable law or regulation with respect to the payment of prevailing wages, to the extent applicable to LESSEE. The parties agree that one of the purposes of this Lease is for the construction of the improvements on the Premises, and is not, nor is it intended to be, a public works contract. In performing this Lease, LESSEE is an independent contractor and not the

agent of COUNTY. COUNTY shall not have any responsibility for payment to any contractor or supplier of LESSEE. Notwithstanding the foregoing, LESSEE understands that it may be subject to certain public contract requirements as provided by law, and to the extent that LESSEE is subject to such requirements, LESSEE shall comply with all such requirements.


Exhibit G

FORM A GUARANTOR/PARENT COMPANY GUARANTEE

The (Guarantor) has read and fully understands all recitals set forth on Form (A) Attachment Guarantor/Parent Company Guarantee, attached hereto, and the guarantor does hereby accept and agree to all of said recitals. The (Guarantor) is willing to accept the recitals.

GUARANTOR:

Burgess Recovery & Transfer, LLC
Company Name

Signature: 

Name: Cole Byers

Title: President

Date: 12-26-04

FORM A ATTACHMENT
GUARANTOR/PARENT COMPANY GUARANTEE
RECITALS

WHEREAS, Burrtec Recovery & Transfer, LLC, a California limited liability company, ("Obligor"), having its principal offices at 41575 Eclectic Street, Palm Desert, CA 92260, has entered into the First Amended and Restated Edom Hill Transfer Station Master Lease (Agreement) with the County; and

WHEREAS, the County was unwilling to enter into the Agreement with the Obligor unless the County received a Guaranty from the undersign ("Guarantor") covering the obligations of the Obligor; and

WHEREAS, in consideration of and as a condition to execution and delivery of the Agreement, the County required the execution and delivery of the Guaranty by the Guarantor; and

WHEREAS, the Guarantor will directly or indirectly benefit from the transactions contemplated in the Agreement;

NOW, THEREFORE, for good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Guarantor by its duly authorized representatives, hereby agrees as follows:

1. Guaranty of Obligations. The Guarantor hereby irrevocably and unconditionally guarantees full performance by Obligor of all terms and conditions and promises under the Agreements, and payment of all sums which may hereafter become due from the Obligor to the County. The obligations specified above as to which performance is guaranteed pursuant to this Guaranty are hereinafter referred to as the "Guaranteed Obligation". Guarantor consents to all terms, covenants, and conditions set forth in the Agreement and hereby agrees that they may be modified or amended without notice to Guarantor, and Guarantor shall remain bound under their Guaranty Agreement.

2. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of Obligor. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Obligor is joined therein or a separate action or actions are brought against Obligor. County may also maintain successive actions for other defaults. County rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any member or successive actions unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

3. Modification in Writing. No modification consent, amendment or waiver of any provision of this Guaranty, and/or consent to any departure by the Guarantor therefrom, shall

be effective unless the same shall be in writing and signed by a duly authorized officer of County and then shall be effective only in the specific instance and for the specific purpose for which given.

4. Notices. All notices, requests and other communications to the Guarantor and County shall be in writing and shall be given to such person at its address set forth below or such other address as such person may hereafter specify for the purpose of notice hereunder. Each such notice, request or other communication shall be effective: (a) if given by mail, seventy-two (72) hours after such communication is deposited in the mails with first class postage prepaid, addressed as specified below; or (b) if given by any other means, when delivered at the street address specified below.

If the County:

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

If to the Guarantor:

Cole Burr
Agua Mansa MRF, LLC/Burrtec Waste
Industries, Inc./Burrtec Waste Group, Inc.
C/O 9890 Cherry Avenue
Fontana, CA 92335

Ex. H

Riverside County Best Management Practices	
Applicability	The County BMPs shall be applied to all composting and chip and grind operations undergoing the entitlement process for a Conditional Use Permit (CUP), Plot Plan, or other land-use entitlements.
Feedstock (F)	<ol style="list-style-type: none"> Acceptable feedstock materials include: <ul style="list-style-type: none"> Greenwaste as defined in Title 14 CCR Agricultural materials as defined in Title 14 CCR Food Material that meets the definitions in Title 14 CCR Manure as defined in Title 14 CCR Paper products Restaurant grease and oils Digestate (if permissible under Title 14 CCR)
Additives (Ad)	<p>If applicable:</p> <ol style="list-style-type: none"> Mix additives with feedstock or active compost to create favorable composting conditions. The amount of additives added shall be consistent with applicable regulatory requirements or prevailing industry standards Additives do not include septage, biosolid, or compost feedstock. Additives shall undergo random load-checking for physical contaminants and refuse.
Amendments (Am)	<p>If applicable:</p> <ol style="list-style-type: none"> Add amendments to cured or stabilized compost to provide attributes for the products. The amount of amendments added shall be consistent with applicable regulatory requirements or prevailing industry standards. Amendments do not include septage, biosolids, or compost feedstock. Amendments shall undergo random load-checking for physical contaminants and refuse.
Feedstock Preparation (FP)	<ol style="list-style-type: none"> Feedstock load-checking operations shall be conducted in accordance with the standards set forth in Title 14 CCR. Removal of physical contaminants and refuse (overs/trash) shall be removed from the facility in accordance with Title 14 CCR, or within seven (7) days of screening, whichever date is sooner. Greenwaste shall be processed/ground within the timeframes provided in Title 14 CCR. Foodwaste and manure shall be covered with ground greenwaste, or unscreened or screened compost within 3 hours of receipt and incorporated into an active pile within 48 hours of receipt to minimize odor generation and attraction to vectors. Incorporate wet or odiferous feedstock loads directly into actively composting windrows or aerated static piles, where practical. Mix odiferous feedstock materials with appropriate amount of bulking agent, high carbon amendments, or finished compost and then moisture conditioned to reduce odor releases. Manure shall not exceed 20% by volume. Restaurant grease and oils shall not exceed 5% by volume. Application of restaurant grease and oils shall comply with the following standards: <ol style="list-style-type: none"> Apply to processed feedstock or an active windrow/pile at the time of receipt. Mix with processed feedstock prior to or during pile formation. Once grease trap liquids have been applied to a windrow, the windrow will be

	<p>turned immediately to incorporate the liquid into the windrow feedstock.</p> <p>d. At no time shall grease trap liquids will be stored onsite in tanks or ponds.</p> <p>e. Grease trap liquids will not be applied in a manner that results in ponding around the windrow/pile.</p> <p>f. No direct application to an active windrow that still has a compost cover for emissions control, as required by SCAQMD Rule 1133.3.</p> <p>g. Directly apply to an active windrow that no longer requires a compost cover, or to an active static pile that is aerated under negative pressure and uses an emissions control device, as required by SCAQMD Rule 1133.3.</p> <p>10. Grinding of odiferous feedstock materials should be accompanied with the application of misting water or other odor control measures approved by the DEH/LEA.</p> <p>11. Feedstock composition must be adjusted to achieve a high carbon to nitrogen ratio (30:1), proper moisture contents, and good porosity, all of which are conducive to aerobic decomposition and odor minimization.</p> <p>12. Reduce material mixing activities in unfavorable weather conditions (stagnant air or windy) to minimize odor generation.</p>
Active Composting (AC)	<p>1. Static pile composting method is prohibited for facilities that will contain more than 5,000 cubic yards of material (including feedstock, additives, amendments, chipped/ground material, and compost) at any one time.</p> <p>2. Active composting shall be by means of either the windrow method, aerated static pile, extended aerated static pile, or an alternative technology approved by the LEA/DEH.</p> <p>3. Where feasible, the active composting pad location and windrow/pile configuration and orientation should be such that wind-driven off-site exposures of receptors to composting odors can be minimized.</p> <p>4. Daily monitoring of windrow moisture content and temperature shall be conducted to ensure continuous aerobic composting and detect overheating so as to avoid spontaneous combustion.</p> <p>5. All windrows and piles aerated with positive or negative pressures shall be covered with a layer of finished compost, or other covering methods as approved by LEA/DEH, immediately after windrow and/or pile formation.</p> <p>6. Moisture conditioning of active windrows and piles during the rainy season should be coordinated with weather forecasts. The composter should use his best judgment on the degree of watering to be carried out when rainfall is forecasted. As a good practice, no moisture conditioning should be carried out during rainfall or when there is a 60% or greater chance of rainfall in the next day or two.</p> <p>7. When heavy or extended rainfalls are forecasted, the composter should take the appropriate measures to protect active windrows and piles from saturation with water, including but are not limited to: cover windrows and piles with tarps; add dry feedstock or compost on top of windrows and piles; and increase positive drainage on side slopes of windrows and piles by making the slopes steeper or covering them with tarps.</p> <p>8. The active composting pad shall be graded and maintained to prevent ponding and transmit any free liquid laterally to containment structures on-site. The composting pad and containment structures shall be designed and constructed in compliance with all applicable water quality control regulations.</p> <p>9. All windrows shall be turned regularly to ensure continuous aerobic composting, or according to applicable regulatory requirements pertaining to achieving pathogen reduction and odor minimization standards.</p> <p>10. Avoid windrow turning in unfavorable weather conditions.</p>

	11. Where applicable, construct smaller windrows to increase the surface to volume ratio, thus aeration efficiency.
Compost Curing (CC)	<ol style="list-style-type: none"> 1. Curing of compost shall be conducted away from the active composting area to avoid cross-contamination and facilitate separate odor monitoring. 2. Curing compost that have temperature exceeding 122°F, or are seeping leachate, and/or emitting odors on a consistent basis shall be re-composted in the active composting area. 3. Long-term storage of finished compost shall be limited to no greater than one year to avoid it becoming a fire hazard. 4. Screen compost to facilitate aeration and expedite the curing process. 5. Avoid screening of compost in unfavorable weather conditions, or apply misting water or other odor reducing measures, as approved by the LEA/DEH during screening to lessen odor emissions.
OIMP Implementation (OI)	<ol style="list-style-type: none"> 1. The facility shall have a designated full-time staff in charging of implementation of the facility's Odor Impact Minimization Plan (OIMP) and handling of odor complaints and investigations. This person shall also be responsible for regular reviewing and updating of the OIMP in pace with changes in composting operation or procedures. 2. The composting staff shall be well acquainted with and adequately trained to implement the OIMP. 3. If the facility receives an infraction (Area of Concern and/or Notice of Violation) during monthly inspections from the LEA/DEH involving odors, in addition to addressing the LEA/DEH, the operator shall submit a Report to the Riverside County Department of Waste Resources and the TLMA Planning Department, documenting the source of the odor and both propose and implement mitigation measures which may include installation of wind barriers, such as contiguous tall vegetation, misting systems, or other odor reducing measures, to the County's satisfaction. 4. If after 15 days of implementing mitigation measures, as stated in the Report submitted to the Department of Waste Resources and Planning Department, the odor issues have not been resolved, as verified by the LEA, the operator shall immediately remove the odiferous material offsite for disposal in accordance with all applicable local, State, and Federal laws, ordinances, and regulations.
Facility Maintenance (FM)	<ol style="list-style-type: none"> 1. On-site dust control shall use domestic water, non-potable reclaimed water, or dust suppressants, as identified in SCAQMD Rule 403. 2. Site drainage design shall prevent run-on onto the active composting area, feedstock storage area, compost curing area, and finished compost storage area. 3. Surface run-off from all compostable materials processing, treatment, and storage areas shall be contained on-site, in compliance with applicable water quality control regulations. 4. All wastewater conveyance and containment facilities shall be periodically inspected to ensure performance and assess their capacity to attract vectors and generate odors and to effectively collect and contain wastewater. 5. Use compost filter berms to filter stormwater entering the containment structure. The compost filters can be reintroduced back to the composting process. 6. Re-circulate retained wastewater into the composting process.

Characteristics	Tier 1	Tier 2
Total Facility Capacity at Any One Time	<25,000 cy (all allowable materials received, processed, and stored: feedstock, amendments, active and curing composting, and finished products)	≥25,000 cy (all allowable materials received, processed, and stored: feedstock, amendments, active and curing composting, and finished products)
Allowable Feedstock ¹	Agricultural material, green material, paper material, vegetative food material, or a combination of this feedstock, including anaerobic digestate derived from the acceptable feedstock.	Tier 1 feedstock plus biosolids, or food materials, or manure, or grease waste, or a combination of these feedstocks.
Bond Amount Calculation Methodology		
Base Bond Amount (BBA)	\$250,000 or Apply Formula	APPLY FORMULA
Cleanup Activities Covered	Material Loading + Transportation + Disposal + Testing + Administration (assuming 7.5%)	
Material Loading Cost ²	\$8 per ton	
Transportation Cost ²	0.0041 cent per ton per vehicle-mile-traveled (VMT), assuming 22 tons/truck load	
Total Disposal VMT (TVMT)	Total onsite Storage Capacity (TSC) ÷ 22 tons/load x roundtrip VMT to landfill	
Disposal in Riverside County	At current fees: Unprocessed Greenwaste (GW) @ Greenwaste Rate (GR) (e.g., \$45.80 in 2014) Active compost, biosolid, and grease waste @ Hard-to-Handle Rate (H2H) (e.g., \$47.73/ton in 2014) Finished compost and ground clean greenwaste @ Beneficial Refuse Rate (BR) (e.g., \$10/ton in 2014)	
Administration Fee (AF)	7.5% of the sum of material loading and transportation costs	
Material Testing (MT)	\$5,000	\$10,000
Maximum Total On-site Storage Capacity (ton or cy) ³	Feedstock Receiving Area: Maximum Greenwaste (GW) capacity Active Composting Area: Maximum Active Compost (AC) capacity Curing & Product Storage Areas: Maximum Finished Compost (FC) capacity TSC = GW + AC + FC	
Conversion Factors	GW: 0.5 ton/cy AC: 0.65 ton/cy FC: 0.4 ton/cy	
Formula	$\{[(TSC \times \$8/\text{ton}) + (TSC \times TVMT \times 0.0041 \text{ cent/ton/mile} \times 1 \text{ dollar}/100 \text{ cent})] \times (1 + 7.5\%)\} + (GW \times GR + AC \times H2H + FC \times BR) + MT;$ or BBA, whichever is greater.	
Annual Bond Adjustment	Due to the long CUP life of composting facilities, the bond value need be adjusted according to the CPI during its annual update. Adjustable values include: BBA, material loading cost (\$8/ton), transportation cost (0.0041 cent), MT, and AF. In addition, disposal fee needs be updated, as warranted.	

¹ A composting facility is a Tier 2 facility regardless of its total facility capacity, as long as it composts food materials, or manure, or grease waste.

² Material loading and transportation unit costs are derived from the Department of Waste Resources unit costs for CalBioMass cleanup.

³ Materials are assumed to be stored in windrows (trapezoids) 12' wide at the base and 8' tall with 8-foot aisles space between windrows

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

KIMBERLY R. RECTOR, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

2025-0035516

02/05/2025 09:11 AM Fee: \$ 0.00

Page 1 of 7

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



THIS SPACE FOR RECORDERS USE ONLY

3036

MEMORANDUM OF LEASE

(Fourth Supervisorial District)

(DEPARTMENT OF WASTE RESOURCES ~ Item 15.2 of 01/28/2025)

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is dated as of the 14th day of January, 2025, by and between the County of Riverside, a political subdivision of the State of California ("COUNTY") and Burrtec Recovery & Transfer, LLC, a California limited liability company, as Lessee ("LESSEE"), with reference to the following facts:

WHEREAS, COUNTY entered into a certain lease with Waste Management of California Inc., a California corporation DBA Waste Management of the Desert ("WMID") dated November 5, 2002 for the exclusive purpose of providing the financing, permitting, design, construction and operation of a the Edom Hill Transfer Station; and

WHEREAS, said lease was amended on December 7, 2004, on May 23, 2006 (for which WMID assigned the lease to LESSEE), on September 18, 2007, on June 25, 2013, and on June 16, 2015 (the amendments and Lease are collectively referred to as the "Lease"); and

WHEREAS, COUNTY and LESSEE entered into that certain First Amended and Restated Edom Hill Transfer Station Master Lease ("Master Lease") dated January 14, 2025 to supersede the above-referenced Lease for the premises described below.

The premises being leased to Lessee (the "Premises") consists of approximately 21.9 acres of real property located within the Unincorporated Area, County of Riverside, State of California, together with the rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Premises. The Premises are legally described as:

PARCEL A

Being a portion of Section 26, Township 3 South, Range 5 East, San Bernardino Base and Meridian, lying within the unincorporated area of Riverside County, State of California, being further described as follows:

Commencing at the Northwest Corner of Said Section 26,
Thence South 00°02'34" West along the West Line of said Section 26, a distance of 847.62 feet,
to the True Point of Beginning;

Thence North 69°45'20" East,	52.79 feet;
Thence North 79°32'02" East,	77.28 feet;
Thence South 78°50'32" East,	155.09 feet;
Thence South 71°51'17" East,	315.23 feet;
Thence South 61°28'22" East,	118.18 feet;
Thence South 14°39'11" West,	213.91 feet;
Thence South 51°26'58" West,	580.59 feet;
Thence South 03°27'17" East,	105.63 feet;
Thence South 25°02'03" East,	141.14 feet;
Thence North 89°57'27" West,	239.71 feet more or less,

to a point being on the Westerly line of said Section 26;

Thence North 00°02'34" East, along said Westerly line a distance of 954.23 feet, to the True Point of Beginning.

The above described Parcel of land contains 9.4 acres, more or less.

PARCEL B

Being a portion of Section 27, Township 3 South, Range 5 East San Bernardino Base and Meridian, lying within the incorporated area of The City of Cathedral City, County of Riverside, State of California, being further described as follows:

Commencing at the Northeast Corner of said Section 27,

Thence South 00°02'34" West, along the East Line of said Section 27, a distance of 898.38 feet, to the True Point of Beginning:

Thence South 72°45'12" West,	32.72 feet,	
Thence South 67°33'02" West,	42.71 feet,	
Thence South 60°33'52" West,	38.43 feet,	
Thence South 50°02'00" West,	82.86 feet,	
Thence South 38°50'16" West,	328.42 feet,	
Thence South 47°34'12" West,	67.44 feet;	
Thence South 56°50'01" West,	76.89 feet,	
Thence South 64°06'20" West,	64.87 feet,	
Thence South 73°42'03" West,	58.12 feet,	
Thence South 80°12'52" West,	50.51 feet,	
Thence South 88°41'52" West,	42.11 feet,	
Thence South 00°00'00" East,	543.29 feet,	
Thence North 90°00'00" East,	693.02 Feet	more or less,

to a point being on the Easterly line of said Section 27;

Thence North 00°02'34" East along said Easterly line a distance of 1038.97 feet, to the True Point of Beginning.

The above Described Parcel of land contains 12.0 acres, more or less.

PARCEL C

Being a portion of Section 27, Township 3 South, Range 5 East San Bernardino Base and Meridian, lying within the incorporated area of The City of Cathedral City, County of Riverside, State of California, being further described as follows:

Commencing at the Northeast Corner of said Section 27,

Thence South 00°02'34" West, along the East Line of said Section 27, a distance of 898.38 feet, thence South 72°45'12" West, 32.72 feet, thence South 67°33'02" West, 42.71 feet, thence South 60°33'52" West, 38.43 feet, thence South 50°02'00" West, 82.86 feet, thence South 38°50'16" West, 328.42 feet, thence South 47°34'12" West, 67.44 feet, thence South 56°50'01" West, 76.89 feet, thence South 64°06'20" West, 64.87 feet, thence South 73°42'03" West, 58.12 feet, thence South

80°12'52" West, 50.51 feet, thence South 88°41'52" West, 42.11 feet, to the True Point of Beginning:

Thence South 89°48'41" West,	568.24 feet,	
Thence South 86°10'57" West,	80.00 feet,	
Thence South 81°22'45" West,	83.77 feet,	
Thence South 76°33'37" West,	79.96 feet,	
Thence South 71°57'46" West,	37.29 feet,	
Thence South 52°28'53" West,	282.93 feet,	
Thence South 37°38'10" East,	20.00 feet,	
Thence North 52°14'38" East,	276.22 feet,	
Thence North 71°57'46" East,	36.49 feet,	
Thence North 76°33'37" East,	78.32 feet,	
Thence North 81°22'45" East,	82.09 feet,	
Thence North 86°10'57" East,	78.52 feet,	
Thence North 89°48'42" East,	567.54 feet,	more or less,
Thence North 00°00'00" East a distance of 20.00 feet, to the True Point of Beginning.		

The above Described Parcel of land contains 0.5 acres, more or less.

NOW, THEREFORE, for and in consideration of the forgoing, COUNTY and LESSEE hereby agree as follows:

1. Agreement to Master Lease. COUNTY hereby leases to LESSEE, and LESSEE hereby leases from COUNTY, the Premises at the rental and upon all of the terms and conditions set forth in the Master Lease, which Master Lease is incorporated herein by this reference. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Master Lease, the terms and conditions of the Master Lease shall govern and control.
2. Term. Subject to the terms and conditions contained in the Master Lease, the Master Lease shall terminate upon the termination of the First Amended and Restated Agreement for the Disposal of Solid Waste between LESSEE (therein referred to as "VENDOR) and COUNTY (attached to the Master Lease as Exhibit B) or November 5, 2047, whichever occurs earliest.
3. Counterparts. This Memorandum may be executed in identical counterparts, and all counterparts together shall be construed as one document.

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

COUNTY

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

By: _____

V. Manuel Perez, Chairman

LESSEE

Burtec Recovery & Transfer, LLC
a California limited liability company

By: 

Its: President

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

COUNTY

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

By: V. Manuel Perez
V. Manuel Perez, Chairman

LESSEE

Burrtex Recovery & Transfer, LLC
a California limited liability company

By: [Signature]
Its: President

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY [Signature] 1/7/24
RYAN D YABKO DATE

**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 FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 01/28/2025

Signature: 

Print Name: Naomy Sicra, Clerk of the Board Assistant

Fernandez, Cindy

From: Aquia Mail
Sent: Friday, January 24, 2025 12:32 PM
To: ba4612442@gmail.com
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20250128**. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on January 24, 2025

Submitted values are:

First Name

B

Last Name

Anderson

Address (Street, City and Zip)

Rancho Mirage, 92270

Phone

7603249637

Email

ba4612442@gmail.com

Agenda Date

01/28/2025

Agenda Item # or Public Comment

24., 15.2,

State your position below

Oppose

Do you need a Spanish translator?

No

Comments

Please see earlier email(s) in regards to agenda Item(s): 24. (Non-Agenda public comment) and Item: 15.2 (Waste collection (transfer) fee increase / service contract extension)

Fernandez, Cindy

From: Brad Anderson <ba4612442@gmail.com>
Sent: Friday, January 24, 2025 12:20 PM
To: Clerk of the Board
Cc: District 4 Supervisor V. Manuel Perez
Subject: Public Comment, Agenda Item: 15.2 of the BoS January 28, 2025 (9:30AM) scheduled Public meeting

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

January 24, 2025

Riverside County Board of Supervisors (BoS)
County Administration Center
4080 Lemon Street - First Floor Chambers
Riverside, CA. 92501
Attention: Clerk of the Board

Re: Written letter to be entered in the Public record and made available for public inspection for the January 28, 2025 (9:30AM) Regular Board of Supervisors (BoS) meeting - Agenda Item: 15.3 (proposed amendments / fee increase / lease extension of the Edom Hill landfill (EHTS) operations (Burrtec)

Dear Riverside County Board of Supervisors,

Please review my written statements listed below prior to the consideration of agenda item: 15.2 (Waste Disposal Agreement between the County of Riverside and the company of Burrtec Recovery and Transfer, LLC.)

Position: Opposed

It's highly recommended to abandon the motivation that Residents of Riverside County (Coachella Valley) are endless avenues of increased revenue for any private sector business (Burrtec) that desires to request it through Riverside County governing bodies (BoS).

It's reasonable to consider that the requested (\$1.00) dollar per ton "Increase" to disposal rates for the requested four (4) year term would be an extreme burden for all Riverside County residents that have NO other choice of waste (debris) disposal sites (services) that they can access.

Please consider that a large number of Burrtec Recovery services customers are mandated to use selected private sector companies for garbage and recycling disposal services. In most cases, County residents have absolutely No choice except to pay any imposed increased fees (tax) or risk the possibility of having Riverside County claim their private property for payment of those increased unpaid Waste and Recycling disposal fees (taxes).

It's nonsensical that claims were made that increasing disposal fees are needed because of "liabilities beyond CPI adjustments" and other transfer stations have enjoyed similar fee increases. Also it was stated that EHTS is the last transfer station to request this fee increase which would also address disposal rate differential between the haulers/transfer stations. Please consider the customer

(Riverside County Residents) over private sector companies that only profit from involvement with governmental actor's (BoS) officials.

Please be advised that any extension (amend and re-state) of the current lease agreement with Burrtec should be rejected. It's reasonable that such a radical political maneuver should be approved through a transparent and open public forum (Public Hearing).

Sincerely,

Brad Anderson | Rancho Mirage, CA. | Ba4612442@gmail.com

Cc:

Fernandez, Cindy

From: Brad Anderson <ba4612442@gmail.com>
Sent: Friday, January 24, 2025 12:20 PM
To: Clerk of the Board
Cc: District 4 Supervisor V. Manuel Perez
Subject: Public Comment, Agenda Item: 24 of the BoS - January 28, 2025 (9:30AM) scheduled Public meeting

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

January 24, 2025

Riverside County Board of Supervisors (BoS)
County Administrative Center
4080 Lemon St. First Floor Chambers
Riverside, CA. 92501
Attention: Clerk of the Board

Re: Written letter to be entered in the Public record and made available for public inspection for the January 28, 2025 (9:30AM) Regular Board of Supervisors (BoS) meeting - Agenda Item: 24 (Non-Agenda Public comment)

Dear Riverside County Board of Supervisors,

Please review my written statements listed below for consideration and potential implementation.

It's highly recommended to abandon the motivation to potentially attempt to disenfranchise Riverside County residents with actions such as realigning Board of Supervisors (BoS) written meeting agenda item "Public Comment" at different numbered selection locations on different dates. It's reasonable to consider placing "Public Comment" at the written agenda item location that verbalize public testimony is normally provided at BoS public meetings (towards the beginning of BoS meetings). With such a correction, the General Public would be ensured that the written agenda aligned with actionable BoS's proceedings.

Please consider the Public good over the willingness of this BoS desire to begin Riverside County Board of Supervisors (BoS) meetings at 9:30AM on scheduled Public meetings dates. It's reasonable to consider reinstating the once established 9:AM BoS regular scheduled public meeting start time. Having the reasonable BoS meeting start time of 9:AM would allow for the much needed time for "Public participation" (testimony) at the desirable three (3) minute public speaking time limit that's customary at governmental agencies throughout southern California.

Sincerely,

Brad Anderson | Rancho Mirage, CA. | Ba4612442@gmail.com

Cc: