

TRANSFER STATION LEASE AGREEMENT
[GUERNEVILLE][HEALDSBURG]
[GUERNEVILLE][HEALDSBURG], CALIFORNIA

LESSOR: THE COUNTY OF SONOMA

LESSEE: REPUBLIC SERVICES OF SONOMA COUNTY, INC.

PARCELS: [085-090-002; 085-090-00] [091-070-022; 091-070-024]

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EXHIBIT A: DESCRIPTION AND PLAT OF THE PREMISES

EXHIBIT B: INSURANCE REQUIREMENTS

TRANSFER STATION LEASE AGREEMENT

THIS TRANSFER STATION LEASE AGREEMENT (“Lease”) is made and entered into effective as of _____, 20__, by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (the “**County**”), and **REPUBLIC SERVICES OF SONOMA COUNTY, INC.**, a Delaware corporation (“**Lessee**”).

RECITALS

WHEREAS, the County and Lessee have entered into that certain Purchase and Sale Agreement dated as of September 29, 2009 (as amended, the “**PSA**”), for the acquisition by Purchaser of the Facilities (as defined in the PSA), all as further described therein;

WHEREAS, the PSA provides for a Closing (as defined in the PSA) to occur only after certain conditions have been met, all as further described in the PSA; and

WHEREAS, the PSA provides that, at Closing, Lessee and the County shall enter into a lease of that certain real property more particularly described on Exhibit A attached hereto and commonly known as the [**Healdsburg**][**Guerneville**] Transfer Station, including all structures, buildings, facilities and fixtures located thereon.

IN CONSIDERATION OF THE RENTS AND COVENANTS set forth in this Lease, the receipt and sufficiency of which are hereby confirmed, the County hereby leases to Lessee, and Lessee hereby leases from the County, the Premises described in Article 1 below, upon the following terms and conditions:

ARTICLE I SUMMARY OF BASIC LEASE PROVISIONS

1.1. Lessor.

THE COUNTY OF SONOMA, a political subdivision of the State of California

Address for notice:

County of Sonoma
Department of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, California 95403
Attn: Director

with a copy to:

County of Sonoma
Office of the County Counsel
575 Administration Drive, Room 105A
Santa Rosa, California 95403
Attn: County Counsel

1.2. Lessee.

Republic Services of Sonoma County, Inc.

Address for notice:

441 N. Buchanan Circle
Pacheco, CA 94543
Attention: Michael Caprio, Area President
Phone: (707) 565-2231
Fax: (707) 565-2620

1.3. Premises and Property. The Premises means that real property described on Exhibit A attached hereto and by this reference incorporated in this Lease. The term “**Property**”, as used herein, includes the Premises, all buildings and improvements to the Premises, the parking lots and any parking structures appurtenant to the buildings, and such other facilities, structures and improvements located thereon. The Property does not include the Closed Landfill located adjacent to the Premises, nor any Waste deposited on, under or about the Premises as of the commencement of the Term.

1.4. Term. The term of this Lease (the “**Term**”) shall commence on the Closing Date and shall end on the earliest to occur of (i) the 75th anniversary of the Closing Date, as such term may be extended pursuant to the exercise by the County of an extension option relating to its Waste commitment pursuant to Section 6.17(i) of the PSA; (ii) the date on which the Property is no longer used by Lessee for solid waste purposes (including any incidental use related thereto, such as a household hazardous program facility, recycling facility, materials recovery facility, waste collection business); and (iii) the date that Lessee elects to terminate operations on the Premises (subject to any limitations set forth in the PSA). Temporary closures of the Premises not exceeding 180 consecutive days, closures resulting from the need to perform maintenance, capital improvements, reconstruction or rehabilitation (provided that such work is being diligently undertaken) or other closures resulting from incidents beyond the reasonable control of Lessee shall not be considered the failure by Lessee to use the Property for solid waste purposes.

1.5. Closing Date. See Section 3.1.

1.6. Rent.The Base Rent for the initial Term is One Dollar (\$1) per year (the “**Prepaid Rent**”), which amount will be prepaid by Lessee to the County at Closing (as defined in the PSA (as defined below)), pursuant to the terms thereof. If the Term is extended pursuant to Section 1.4, the Base Rent shall be as determined pursuant to Section 4.3.

1.7. General Description of Lessee’s Use of Premises. Lessee shall use the Premises solely for the uses specified in this Lease, generally described as for solid waste purposes (including any incidental use related thereto, such as a compost facility, household hazardous program facility, recycling facility, materials recovery facility, waste collection business).

1.8. Definitions.Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the PSA. As used in this Lease, the following terms shall have the meanings attached to them in this Section unless otherwise apparent from their context:

1.9. Exhibits To Lease. The following drawings and special provisions are attached hereto as exhibits and made a part of this Lease:

EXHIBIT A - Description and Plat of the Premises.

EXHIBIT B - Insurance Requirements.

1.10. Construction of Lease Provisions.The foregoing provisions of this Article summarize for convenience only certain key terms of the Lease delineated more fully in the Articles and Sections referenced in this Article. In the event of a conflict between the provisions of this Article and the balance of the Lease, the latter shall control. As used herein, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

ARTICLE II LEASE OF PREMISES

2.1. Description.The County hereby leases to Lessee and Lessee hereby leases from the County, for the rent and upon the covenants and conditions set forth in this Lease, the Premises described in Section 1.3 above.

2.2. Mineral Rights.Notwithstanding any provision of this Lease to the contrary, the County hereby expressly reserves all rights, title and interest in and to any and all gas, oil, mineral and water deposits located upon or beneath the surface of the Premises. The County shall have the right to enter the Premises at any time during the Term for the purpose of operating or maintaining such drilling or other installations as may be necessary or desirable for the development of any such gas, oil, mineral or water deposits.

2.3. Reservations to the County/Easement Reservations.Lessee accepts the Premises subject to any and all existing easements and encumbrances, including, without limitation, the Permitted Encumbrances. The County reserves the right to establish, to grant or to use easements or rights-of-way over, under, along and across the Premises for access, underground sewers, utilities, thoroughfares or such other facilities as it deems necessary for public health, convenience and welfare, whether or not such facilities directly or indirectly

benefit the Premises, and to enter the Premises for any such purpose; provided, however, any such grant of rights by the County shall require that the Premises be restored to their preexisting condition; and, provided, further, however, that such grant does not materially interfere with Lessee's continued operation of the Premises.

2.4. Lessee Acknowledgements.

Lessee acknowledges and understands that the Premises and Property are adjacent to Closed Landfills and that Waste was deposited on portions of the Premises and Property. Notwithstanding the foregoing and subject to all representations, warranties, indemnities and disclaimers set forth in the PSA, including, without limitation, Article 3 and Section 4.2 thereof, Lessee acknowledges and agrees that the Premises and Property are leased hereunder on an **“AS IS, WHERE IS” BASIS AND CONDITION AND THAT LESSEE IS RELYING ON ITS OWN EXAMINATION OF THE PREMISES AND PROPERTY**, subject only to the express representations, warranties and indemnities set forth in the PSA. Lessee also acknowledges that it shall be on-site and operating the Transfer Station prior to the Term pursuant to the Operations Agreement and will be responsible for the operation, maintenance and condition of the Property and the Premises during that period, to the extent provided in the Operations Agreement. Notwithstanding the foregoing, Lessee shall not take possession of or have any interest in the Closed Landfill located near the Premises nor to any Waste located on, under or about the Premises as of the Closing. To the extent that this Lease contains any representations or warranties by the County in addition to those set forth in the PSA, such representations and warranties shall be null and void and of no force and effect.

2.5. Walk-Through of Premises.

Lessee and the County, on or before 30 days after the commencement of the Term, shall undertake a mutual walk-through of the Premises and shall mutually document in writing the general condition and components of the Premises.

2.6. Relationship to Assumed Liabilities.

Nothing contained in this Lease is intended to modify, limit, discharge or release any of the Assumed Liabilities and Lessee and its Affiliates shall remain fully obligated therefor.

ARTICLE III
TERM OF LEASE

3.1. Term; Definitions.

This Lease shall be effective as of the Closing Date and the Term of this Lease shall commence on the Closing Date and shall continue thereafter for the period specified in Article 1, unless sooner terminated as provided in this Lease.

3.2. Surrender of the Premises; Quitclaim of Lessee's Interest Upon Expiration or Termination.

a. Lessee shall surrender possession of the Premises to the County upon expiration of the Term or earlier termination of this Lease. If Lessee fails to surrender the

Premises by the expiration or sooner termination of this Lease, Lessee shall indemnify, defend and hold County harmless against all Losses directly resulting from or arising out of Lessee's failure to surrender the Premises, including, without limitation, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after said termination or expiration and any related attorneys' fees and brokerage commissions. Notwithstanding the foregoing, no expiration or termination of this Lease shall release Lessee or Lessor from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of expiration or termination, or date of surrender if it be later.

b. Upon expiration or termination of this Lease for any reason, including but not limited to termination because of default by Lessee, Lessee shall execute, acknowledge and deliver to the County, within thirty (30) days following receipt of written demand therefor, a good and sufficient deed whereby Lessee quitclaims all right, title and interest in the Premises to the County. Should Lessee fail or refuse to deliver such quitclaim deed to the County, the County may prepare and record a notice reciting the failure of Lessee to do so, and such notice shall be conclusive evidence of the termination of this Lease and of all right of Lessee or those claiming under Lessee to the Premises.

c. Should the manner or method employed by the County to re-enter or take possession of the Premises following the expiration or termination of this Lease give Lessee a cause of action for damages or in forcible entry and detainer, the total amount of damages to which Lessee shall be entitled in any such action shall be One Dollar (\$1.00). This provision may be filed in any action brought by Lessee against the County, and when so filed shall constitute a stipulation by Lessee fixing the total damages to which Lessee is entitled in such an action.

3.3. Early Termination by the County. In the event the Premises are no longer being used for solid waste purposes (including any incidental use related thereto, such as a facility, household hazardous program facility, recycling facility, materials recovery facility, waste collection business)) (collectively, the "**Permitted Uses**"), then the County shall have the right, but not the obligation, to terminate this Lease. As used herein, temporary closures of the Premises not exceeding 180 consecutive days, closures resulting from the need to perform maintenance, capital improvements, reconstruction or rehabilitation (provided that such work is being undertaken) or other closures resulting from incidents beyond the reasonable control of Lessee shall not be considered a use permitting a right of termination.

ARTICLE IV RENT

4.1. Prepaid Rent. The total prepaid Base Rent for the Term is the Prepaid Rent, which amount will be prepaid by Lessee to the County at Closing, pursuant to the terms thereof.

4.2. Additional Rent.

As further described in Articles VI, IX, X, XI and XII of this Lease, Lessee agrees to pay all operating expenses, including, without limitation, taxes, insurance, maintenance and repair, utilities, and the like, so that this Lease is a triple-net lease and the County shall have no cost

responsibilities therefor (except for certain indemnification obligations set forth in the PSA). Lessee shall pay and discharge when the same shall become due as additional rent (hereafter referred to as "**Additional Rent**"), such expenses and all other amounts and obligations which Lessee assumes or agrees to pay or discharge pursuant to this Lease (collectively, the Base Rent, Additional Rent, fees, charges, and late charges are referred to herein as the "**Rent**").

4.3. Base Rent During Extension.

If Lessee elects to extend the Term pursuant to Section 1.4 and the County has exercised an extension option relating to its Waste commitment pursuant to Section 6.17(i) of the PSA, the Base Rent for each option period shall be One Dollar (\$1) per year and shall be payable on or before January 1 of each year of the extended term. The Base Rent payable shall be made payable to the County of Sonoma in immediately available funds and shall be considered paid when delivered to the County by wire transfer or at the address set forth in Section 1.1. The County may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the rent payments.

ARTICLE V
POSSESSION AND USE

5.1. Permitted Uses. Lessee shall use the Premises solely for the Permitted Uses and for the purposes specified in Section 1.7. No one other than Lessee, its agents and employees, or any assignee of Lessee approved by the County as provided in Article 14 is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, employees and assignees, if any, on the Premises.

5.2. Duties and Prohibited Conduct. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Lessee shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods or services which, in the sole discretion of the County, are inconsistent with the permitted uses of the Premises pursuant to this Lease. Lessee shall keep the Premises, and every part thereof, in a good, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above and except for normal wear and tear to the transfer station floor, roof, exterior, and other improvements. Lessee shall deposit all trash and rubbish of Lessee only within receptacles provided by Lessee and located in the areas designated by the County. Lessee shall not allow or permit installation of any billboards or advertising signs, or aerials or antennas, upon the Premises without first obtaining, in each instance, the written consent of the County, which consent the County may give or withhold in the County's sole discretion. Any such signs or antenna installed without such written consent shall be subject to removal without notice at any time, at Lessee's expense. Nothing in this Section shall be deemed to preclude Lessee from erecting and maintaining safety, warning or directional signs, of reasonable dimensions, which are not used for advertisement of goods or services; provided, however, all such signs must conform to applicable statutes and ordinances.

5.3. Compliance with Laws.

a. Lessee, at Lessee's sole expense, shall procure, maintain and hold available for the County's inspection any Permit required for the proper and lawful conduct of

Lessee's business. Lessee shall not use the Premises for any use or purpose in violation of applicable Laws. Lessee shall, at Lessee's expense, comply with all applicable Laws in effect during the Term, regulating the use by Lessee of the Premises. The final judgment of any court of competent jurisdiction, or the admission of Lessee or any assignee or permittee in any action or proceeding against them or any of them, whether or not the County is a party to such action or proceeding, that Lessee, or any such assignee or permittee, has violated any such Law pertaining to the use of the Premises, shall be conclusive as to that fact as between the County and Lessee.

b. Notwithstanding any other provision of this Lease to the contrary, Lessee shall be responsible for payment of all costs of complying with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. §§ 12101-12213), Title 24 of the California Code of Regulations ("**Title 24**") and California Civil Code § 54.1 as they may apply to the Premises except that, until such time as Lessee modifies the Premises in a manner that requires ADA and California Civil Code § 54.1 compliance, Lessee shall not be responsible for bringing the Premises into compliance with the ADA if the Premises are not in compliance as of the Closing. Subject to the preceding sentence, Lessee's obligations under this Section shall include maintaining compliance with the requirements of Title III of the ADA ("**Title III**") (42 U.S.C. §§ 12181 - 12189) applicable during the Term to public accommodations and commercial facilities, irrespective of whether or not the particular requirements of such compliance (i) are specifically required by Lessee's intended use of the Premises, or (ii) may also be required of the County under Title II of the ADA ("**Title II**") (42 U.S.C. §§ 12131 - 12165).

c. To the extent provided in the PSA, Lessee shall, with regard to the Property, assume all obligations placed on the County pursuant to any existing or future Permits.

5.4. Insurance Requirements.

Lessee shall not knowingly and intentionally do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering Lessee's activities hereunder. If the rate of any insurance carried by County specifically related to the Premises is increased as a result of Lessee's use, other than and except as authorized, permitted and/or contemplated by this Lease, Lessee shall pay to County as Additional Rent within thirty (30) days before the date County is obligated to pay a premium on the insurance or within thirty (30) days after County delivers to Lessee a certified statement from County's insurance carrier stating that the rate increase was caused by an activity of Lessee at the Premises other than and except as authorized, permitted, and/or contemplated by this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

ARTICLE VI UTILITIES

Lessee shall provide and pay for all initial utility deposits and fees, and for all utilities and services necessary for its use and occupancy of the Premises during the Term, including but not limited to gas, water, electricity, trash, sewer/septic tank charges and telephone; the County shall have no responsibility to either provide or pay for such services. The County will not be liable for any reason for any loss or damage resulting from an interruption of any of these services. The County shall have the right, at no charge from Lessee, to connect to any water, sewer, electrical, gas and communications lines as are now or may hereafter be installed on the

Premises, and shall have all necessary rights of access to construct and service such connections; provided, however, Lessee shall have no obligation to pay any additional service fees or charges assessed by any governmental agency, or public or private utility company, for the County's use of such connections; and, provided, further, however, that such connection does not materially interfere with Lessee's continued operation of the Premises.

ARTICLE VII MECHANICS' LIENS

7.1. Mechanics' Liens. Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after it is filed. Lessee shall indemnify, defend and hold the County harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee. No reference to mechanic's liens in this Lease shall be construed to be an agreement or an acknowledgment that the California Mechanic's Lien Law (California Civil Code §3109 *et seq.*) applies to improvements constructed pursuant to this Lease, or that such improvements are, or are not, public works.

7.2. Contest of Lien. If Lessee shall desire to contest any lien filed against the Premises, it shall furnish the County, within the ten-day period following filing of the lien, security reasonably satisfactory to the County of at least one hundred fifty percent (150%) of the amount of the lien, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount, conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall immediately pay and satisfy the same.

7.3. Right to Cure.

If Lessee shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and shall not have given the County security to protect the property and the County from liability for such claim of lien, the County may (but shall not be required to) pay said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Lessee to the County, and Lessee shall pay the same to the County with interest at the rate specified in Section 15.7 from the date(s) of the County's payments.

7.4. Notice of Lien. Should any claim of lien be filed against the Premises or any action against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

7.5. Notice of Nonresponsibility. The County or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility or such other notices which the County may deem to be proper for the protection of The County's interest in the Premises. Lessee shall,

before the commencement of any work which might result in any such lien, give to the County written notice of its intention to do so in sufficient time to enable posting of such notices.

ARTICLE VIII SECURITY

Lessee shall be responsible for and shall provide for the security of the Premises, and the County shall have no responsibility therefor. Lessee shall construct and maintain fences, gates, walls and/or barriers on the Premises in a manner designed, in the County's judgment, to prevent unauthorized access to the Premises. All plans for such fences, gates, walls and/or barriers must be submitted to and approved by the County, in its reasonable discretion, prior to construction.

ARTICLE IX IMPROVEMENTS; PERSONAL PROPERTY; FIXTURES; MINOR ALTERATIONS

9.1. Improvements. Lessee may, at Lessee's own expense, from time to time make such nonstructural (whether permanent or temporary) alterations, replacements, additions, changes, or improvements (collectively referred to in this Lease as "**Improvements**") to the Premises as Lessee may find necessary or convenient for its purposes; provided, however, the value of the Premises is not thereby diminished, and further provided that, with respect to any material and permanent non-structural Improvements, no such Improvements may be made without obtaining the prior written approval of the County, which consent shall not be unreasonably withheld. In no event shall Lessee make or cause to be made any penetration into or through the roof or floor of any structure on the Premises or make any other structural changes in or on the Premises without obtaining the prior written approval therefor of the County, which approval shall not be unreasonably withheld.

9.2. Construction Requirements. All Improvements to be made to the Premises shall be made under the supervision of a competent architect or licensed structural engineer and made in with plans and specifications approved in writing by the County before commencement of any work. In connection therewith, Lessee shall provide a minimum of three (3) sets of working drawings or plans showing the planned Improvements, for the County's approval, prior to commencing work. All work with respect to any Improvements must be done in a good and workmanlike manner, commenced within ninety (90) days following receipt of approval therefor from the County, and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of such work, Lessee shall have recorded in the office of the County Recorder a Notice of Completion, as required or permitted by Law, and Lessee shall deliver to the County, within ten (10) days after completion of said work, a copy of the Notice of Occupancy and the building permit with respect thereto. Within sixty (60) days following completion of an Improvement, Lessee shall provide the County with two (2) complete sets of "as-built" plans of such Improvement. Upon the expiration or earlier termination of this Lease, such Improvements shall not be removed by Lessee but shall become a part of the Premises. Any such Improvements shall be performed and done strictly in accordance with applicable Law relating thereto.

9.3. The County's Costs; Indemnity. Lessee shall reimburse the County for all actual and documented reasonable out-of-pocket costs and expenses (including, without limitation, any

architect or engineer fees) incurred by the County in approving or disapproving Lessee's plans for Improvements. Internal staff time, unless excessive, shall not require reimbursement from Lessee. Lessee shall be liable for and shall indemnify and defend the County from any claim, demand, lien, loss, damage or expense, including reasonable attorneys' fees and costs, arising from Lessee's construction or installation of any Improvements permitted under this Article.

9.4. Personal Property. Subject to the provisions of Section 9.5, all of Lessee's trade fixtures, furniture, furnishings' signs and other personal property not permanently affixed to the Premises (collectively referred to as "**Personal Property**" in this Lease) shall remain the property of Lessee. Lessee shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any such Personal Property.

9.5. Fixtures. All Improvements constructed by Lessee, or existing on the Premises on the Closing Date, together with all other fixtures, excepting Lessee's trade fixtures, permanently attached to the Premises (collectively referred to in this Lease as "**Fixtures**") shall become the property of the County upon expiration or earlier termination of this Lease. Notwithstanding the foregoing, the County may require Lessee to remove any Fixtures installed by Lessee at Lessee's own expense upon termination of this Lease. Any damage to the Premises occasioned thereby shall be repaired by Lessee in a good and workmanlike manner and the Premises shall be left in as good order and condition as when Lessee took possession thereof, reasonable wear and tear and damage by the elements excepted. In the event Lessee does not remove such Fixtures following direction by the County, the County may remove, sell or destroy the same, and Lessee shall pay to the County the reasonable cost of such removal, sale or destruction, together with the reasonable cost of repair of damages to the County's property or improvements or to the Premises resulting therefrom.

9.6. Signs and Lighting. Lessee shall not construct nor permit the erection of any signs on the Premises without the prior written approval of the County. Lessee shall submit sketches of proposed signs to the County for approval showing size, materials, colors and location. Such signs and all exterior lighting must conform to any applicable Laws and requirements of Governmental Authorities.

9.7. Minor Alterations. Notwithstanding the foregoing provisions of this Article, Lessee may make, without obtaining the prior approval of the County, minor alterations and improvements ("**Minor Alteration**") to the Premises that do not require a building permit, or which involve only the repair, replacement, or reconfiguration of non-load bearing partition walls or Fixtures, and which do not penetrate into or through the roof or floor of any structure on the Premises, and which do not involve the construction of any new structures on the Premises. The County shall be the sole judge of whether or not any alteration or improvement is a Minor Alteration.

ARTICLE X TAXES, ASSESSMENTS AND FEES

10.1. Responsibility for Payment of Taxes and Assessments. The County shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for

payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

10.2. Definition of "Taxes". As used herein, the term "**taxes**" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, or (v) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises.

10.3. Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, nothing in this Lease shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by Law.

10.4. Proration of Taxes.

Any imposition of taxes referred to in this Article X relating to a fiscal period of a taxing authority, a part of which period is included within the term of this Lease and a part of which is included in a period of time before the Closing Date or after the termination of this Lease (whether or not such imposition shall be levied, assessed, confirmed, imposed or become a lien upon the Premises, or shall become payable, during the term of this Lease), shall be paid by Lessee as above but shall be prorated between County and Lessee.

10.5. Proof of Compliance.

Lessee shall furnish to County within seven (7) days of receipt by Lessee of the written request of County, copies of receipts or other appropriate evidence establishing payment of any applicable taxes. Lessee may comply with this requirement, but is not obligated to do so, by retaining a tax service to notify County when the taxes have been paid.

ARTICLE XI
REPAIRS; MAINTENANCE

11.1. Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Closing Date of this Lease, and that it accepts the Premises as of the Closing Date in its condition at that time. Except as set forth in the PSA, Lessee further acknowledges that the County has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.

11.2. Lessee's Repair and Maintenance Obligations. Lessee shall at all times from and after the Closing Date, at its own cost and expense, repair, maintain in good and tenantable condition (ordinary wear and tear excepted) and replace, as necessary, the Premises and every part thereof, including, without limitation, the following as applicable: the roof; the heating, ventilation and air conditioning system; mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these duties); all Fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, locking and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Lessee's obligations under this Article shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee, its agents, employees, invitees, visitors, sublessees or contractors. All replacements made by Lessee in accordance with this Section shall be of like size, kind and quality to the items replaced and shall be subject to prior written approval by the County. Upon surrender of the Premises, Lessee shall deliver the Premises to the County in good order, condition and state of repair and in a manner consistent with the performance of its Closure and Post-Closure Obligations, but shall not be responsible for damages resulting from ordinary wear and tear associated with Lessee's operation of the Premises as contemplated in this Lease. In the event of a conflict between Closure and Post-Closure Obligations and the obligation to deliver the Premises in good order, condition and state of repair, the County shall determine which obligations to follow (and, to the extent necessary, shall waive performance with the conflicting obligations). Lessee shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition. The County shall have no responsibility or liability for any of the obligations set forth in this Section.

11.3. Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises (with ordinary wear and tear excepted), or any part thereof, in a manner reasonably satisfactory to the County, the County shall have the right, upon giving Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Lessee. If the County makes or causes any such repairs to be made or performed, Lessee shall pay the cost thereof to the County promptly upon receipt of an invoice therefor with interest at the rate specified in Section 15.7 from the date(s) of the County's payments.

11.4. Right to Enter. Lessee shall permit the County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work thereon (a) that may be necessary to comply with any applicable Laws or requirements of any Governmental Authority, (b) that the County may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from the County, and (c) that the County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any the County-constructed or owned facilities on or off of the Premises. Nothing contained in this Section shall imply any duty on the

part of the County to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall the County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If the exercise by the County of any rights reserved to it by this Section is as a result of a failure by Lessee to perform its obligations under this Agreement, in no event shall entitle Lessee to any compensation, damages or abatement of Rent from the County for any injury or inconvenience occasioned thereby.

11.5. County Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code Section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from Rent due to the County under this Lease. Lessee confirms that it has agreed to undertake to improve, repair or maintain the entirety of the Premises as part of the consideration for rental, within the meaning of California Civil Code § 1942.1.

ARTICLE XII INDEMNITY AND INSURANCE

12.1. Indemnification.

Lessee shall indemnify, defend and hold each member of the County Group and the Committed Cities, and each of them, harmless from and against all Losses which arise out of, result from or relate to any of the following ("**Indemnified Claims**"):

- a. Any material breach or material default under this Agreement by Lessee;
- b. Any material breach of any of the representations or warranties made in this Lease;
- c. Any and all Assumed Liabilities, including the failure of Lessee to pay, perform, satisfy or otherwise discharge in full when due the Assumed Liabilities relating to the Premises and this Lease;
- d. Lessee's conduct related to or performance of its Due Diligence Inspections and Reviews or the exercise of any additional due diligence that Lessee undertakes between the Execution Date and the Closing Date;
- e. Lessee's efforts to cause the reissuance and transfer of the Permits, as described in Section 5.2(a) of the PSA;
- f. Any claim, action, cause of action, or suit, including any action, claim, cause of action, suit, demand, investigation, proceeding and any counterclaim or cross-claim arising therefrom, by a partner, officer, shareholder, director or other Entity deriving its rights by or through the Lessee or any member of the Lessee Group and challenging the lease of the Premises by County to Lessee;

g. The past, present and future acceptance, treatment, processing or sorting of Waste and other materials in or at the Premises;

h. The screening by Lessee or any Affiliate of any Waste and other materials in or at the Premises from and after the earlier of (1) the time in which Lessee or any Affiliate undertakes responsibility for screening pursuant to the Operations Agreement; and (2) Closing;

i. Any claim, action, cause of action, suit, proceeding or investigation initiated by Lessee with respect to an Assigned Claim relating to the Premises or any counterclaim, cross-claim or other claim that arises from or is related to the initiation by Lessee of such claim, action, cause of action, suit, proceeding or investigation; and

j. Any Third Party claim, action, suit, counterclaim, cause of action, proceeding or right of contribution arising out of, related to or resulting from the Premises or the Facilities (other than those expressly covered by the County's indemnities under Section 6.12(g) and Section 7.5 of the PSA), including any claim, counterclaim, cause of action, right of contribution, action, suit or proceeding against any member of the County Group or a Committed City as a result of, arising from or related to Lessee's actions to pursue an Entity for any Indemnified Claim.

Notwithstanding the foregoing or any other provision of this Agreement, (x) Lessee shall retain and have the right and ability (but not the obligation) to pursue any or all Third Parties for any Indemnified Claims relating to the Premises other than with respect to the matters reserved under Section 2.2(b) of the PSA; (y) this Section 12.1 shall not apply to the items covered under the County's indemnities set forth in Section 6.12(g) and Section 7.5 of the PSA or to items covered by the express exclusions to the Assumed Liabilities set forth in the PSA; and (z) Lessee shall not be responsible or liable for reimbursing the County for expenditures made by the County prior to Closing on account of any of the Assumed Liabilities relating to the Premises.

12.2. Release.

LESSEE, FOR ITSELF AND ON BEHALF OF EACH OF ITS MEMBERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE THE COUNTY, EACH MEMBER OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM ANY AND ALL LOSSES, IN EACH CASE, OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, HIDDEN OR CONCEALED, TO THE PERSON OR PROPERTY OF LESSEE, ITS SUCCESSORS AND ASSIGNS, RESULTING FROM OR ARISING OUT OF (1) ANY LOSSES COVERED BY PURCHASER'S INDEMNITIES SET FORTH IN THE CONTRACT DOCUMENTS, INCLUDING SECTION 7.1 OF THE PSA, AND LESSEE'S INDEMNITY SET FORTH IN THIS LEASE, INCLUDING SECTION 12.1; (2) THE PAST, PRESENT, CONTINUED AND FUTURE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING OF WASTE OR OTHER MATERIAL (INCLUDING COUNTY-CONTROLLED WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT OR IN THE LANDFILL OR ANY OTHER OF THE FACILITIES; (3) THE DISPOSAL OF WASTE COMING FROM THE COUNTY OF SONOMA AT FACILITIES OTHER THAN THE FACILITIES (INCLUDING FACILITIES LOCATED OUTSIDE OF

THE COUNTY OF SONOMA); (4) ANY CLOSURE AND POST-CLOSURE OBLIGATIONS; (5) ANY MATTER OR ITEM INCLUDED WITHIN THE ASSUMED LIABILITIES; OR (6) ANY ENVIRONMENTAL CONDITION OR REMEDIATION. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT), WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

IN THIS CONNECTION, LESSEE HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND IT FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THIS RELEASE HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND IT NEVERTHELESS HEREBY INTENDS TO RELEASE THE COUNTY, THE OTHER MEMBERS OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM THE LOSSES AND MATTERS DESCRIBED IN THIS SECTION 12.2.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 12.2, THIS RELEASE SHALL NOT RELEASE THE COUNTY FROM ANY OBLIGATIONS IT MAY HAVE UNDER THIS AGREEMENT OR ANY OTHER CONTRACT DOCUMENT, INCLUDING THE COUNTY'S INDEMNITY OBLIGATIONS UNDER SECTION 6.12(g) AND SECTION 7.5 OF THE PSA. THIS RELEASE SHALL ALSO NOT RELEASE THE COMMITTED CITIES FROM THEIR RESPECTIVE OBLIGATIONS UNDER THEIR RESPECTIVE CITY DISPOSAL AGREEMENTS. THIS RELEASE OF THE COUNTY, THE OTHER MEMBERS OF THE COUNTY GROUP AND THE COMMITTED CITIES BY LESSEE WILL BE DEEMED TO BE REMADE BY LESSEE AS OF THE CLOSING AND SHALL SURVIVE THE CLOSING.

Lessee's Initials_____

Notwithstanding the foregoing, the release set forth herein shall not preclude Lessee from, and Lessee hereby expressly reserves its right to, pursue all Third Parties (which expressly exclude any Entity released hereby) for any matter covered by the release set forth in this Section 12.2.

12.3. Covenant Not to Sue It is expressly intended that neither Lessee, nor any Entity claiming through Lessee or any member of the Purchaser Group, shall have any rights, claims, remedies or actions against the County, any other member of the County Group and the Committed Cities for any matter with respect to which Lessee or Purchaser has provided indemnification under the Contract Documents, including Section 12.1 of this Lease and Section 7.1 of the PSA, or a release under the Contract Documents, including Section 12.2 of this Lease or Section 7.2 of the PSA. Notwithstanding the foregoing, Lessee is not assuming any Excluded Liabilities or any liabilities or obligations for any matter covered by the County's indemnities under Section 6.12(g) and Section 7.5 of the PSA.

b. Lessee, for itself and on behalf of each other member of the Purchaser Group, does hereby covenant forever and unconditionally not to sue, make any claim or take any action against the County, any other member of the County Group and any of the Committed Cities for any Loss arising out of, relating to (i) any Assumed Liabilities; (ii) any other matter with respect to which Lessee or Purchaser has provided indemnification under the Contract Documents, including Section 12.1 of this Lease and Section 7.1 of the PSA, or a release under the Contract Documents, including Section 12.2 of this Lease or Section 7.2 of the PSA; and (iii) facilities other than the Facilities at which Lessee disposes of Waste from the County of Sonoma. The foregoing covenant not to sue shall not apply to any Excluded Liability or any matter covered by the County's indemnities under Section 6.12(g) and Section 7.5 of the PSA.

12.4. Insurance.

Without limiting Lessee's indemnification obligations to the County, Lessee shall provide and maintain, during the Term and for such other period as may be required in this Lease, at its sole expense, insurance in the amounts and form specified in Exhibit B attached hereto.

ARTICLE XIII ENVIRONMENTAL CONDITIONS

13.1. Lessee's Representations, Warranties and Covenants. Lessee represents, warrants and covenants that, during the Term or any extension thereof, or for such longer period as may be specified in this Lease, Lessee shall comply with the following provisions of this Section unless otherwise specifically approved in writing by the County:

a. Lessee shall not cause or permit any Environmental Conditions to occur in or about the Premises by Lessee, its agents, employees, sublessees, assigns, contractors or invitees, except as permitted by Environmental Laws and except as required by Lessee's permitted use of the Premises, as described in Section 5.1.

b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Substances that is to occur on the Premises following the Closing Date shall be in compliance with all applicable Environmental Laws;

c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Substances which may occur on the Premises following the Closing Date shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such

discharge shall be promptly reported in writing to the County, and to any other appropriate governmental regulatory authorities;

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises or on the Property;

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises or on the Property;

f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Environmental Conditions (other than to the extent arising out of or caused by the Closed Landfill adjacent to the Premises or any Waste or contaminants leached from such Waste located under the Premises as of the Closing) on, from, or affecting the Premises in accordance with all applicable Laws and to the satisfaction of the County;

g. Lessee shall promptly supply the County with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other Governmental Authority which requires submission of any information concerning Environmental Conditions or Hazardous Substances pursuant to applicable Environmental Laws;

h. Lessee shall promptly notify the County of any liens threatened or attached against the Premises pursuant to any Environmental Law. If such a lien is filed against the Premises, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, Lessee shall either: (a) pay the claim and remove the lien from the Premises, or (b) furnish either (i) a bond or cash deposit reasonably satisfactory to the County in an amount not less than the claim from which the lien arises, or (ii) other security satisfactory to the County in an amount not less than that which is sufficient to discharge the claim from which the lien arises;

i. At the end of this Lease, Lessee shall surrender the Premises to the County free of any and all Environmental Conditions (other than to the extent arising out of or caused by the Closed Landfill adjacent to the Premises or any Waste or contaminants leached from such Waste located under the Premises as of the Closing) and in compliance with all Environmental Laws affecting the Premises; and

j. Lessee shall be responsible for the performance and payment of all Closure and Post-Closure Obligations.

13.2. Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all obligations and liabilities Lessee may have to the County at Law on in equity, and any obligations, liabilities, remedies and the environmental indemnities provided for in this Article shall survive the expiration or termination of this Lease, the transfer of all or any portion of the Premises or of any interest in this Lease, and shall be governed by applicable Law. Lessee shall remain obligated and liable for all (i) Remediation; (ii) Environmental Conditions (other than to the extent arising out of or caused by the Closed Landfill adjacent to the Premises

or any Waste or contaminants leached from such Waste located under the Premises as of the Closing); and (iii) Closure and Post-Closure Obligations notwithstanding the expiration or termination of this Lease and notwithstanding that such matters may relate to the period prior to the commencement of the Lease or require work or payments after the expiration or termination of the Lease.

13.3. Inspection. The County and the County's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by the County, may (but without the obligation or duty so to do), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as the County and Lessee may agree. If Lessee is not in compliance, the County shall have the right, in addition to the County's other remedies available at Law and in equity, to enter upon the Premises immediately and take such action as the County in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. The County will use reasonable efforts to minimize interference with Lessee's use of Premises but will not be liable for any interference caused by the County's entry and remediation efforts. Upon completion of any sampling or testing the County will (at Lessee's expense if the County's actions are a result of Lessee's default under this Section) restore the affected area of the Premises from any damage caused by the County's sampling and testing.

ARTICLE XIV
ASSIGNMENT AND ENCUMBRANCING

14.1. Right to Transfer. Lessee may not assign, sublease, mortgage, encumber, or otherwise transfer (collectively, a “**Transfer**”) this Lease unless Lessee has assigned and transferred its obligations under the PSA after Closing pursuant to, and in accordance with, Section 11.6 of the PSA. In addition to complying with all of the obligations under Section 11.6 of the PSA, which provisions shall apply equally to a Transfer and to this Lease, the foregoing shall apply (i) any such Transfer shall in no way limit, relieve or release Lessee from the liabilities and obligations under this Lease or any other document to be delivered in connection with Closing; (ii) any transferee shall expressly assume in writing the obligations of Lessee hereunder pursuant to a form of assignment acceptable to the County, in its reasonable discretion; (iii) Lessee shall deliver an original of the fully executed assignment agreement within 3 days after the execution thereof; (iv) the guarantor(s) under the Guaranty or any other guaranty in favor of the County consents to such Transfer and agrees to be bound to the terms of its guaranty and that the terms of such guaranty remain in full force and effect notwithstanding such Transfer; and (v) such Transfer occurs only in the context of a sale, transfer or conveyance of Lessee’s interest in and to the Premises.

14.2. Encumbering the Leasehold Estate with a Mortgage. Any Transfer which consists of the grant of a deed of trust or similar encumbrance (such encumbrances are collectively referred to herein as a “**Mortgage**”) by Lessee to secure the beneficial interest of a lender (“**Beneficiary**”) in the Premises or Lessee’s interests under this Lease, shall be subject to all of the provisions of this Article pertaining to the conclusion and approval of other Transfers, and shall also be subject to the additional terms and conditions set forth below:

a. No Mortgage granted by Lessee shall encumber the fee title to the Premises at any time;

b. Immediately following the recordation of any Mortgage affecting the Premises or Lessee’s interest in this Lease, Lessee, at Lessee’s expense, shall cause to be recorded in the Office of the Recorder, the County of Sonoma, California, a written request for delivery to the County of a copy of any notice of default and of any notice of sale under such Mortgage, as provided by the statutes of the State of California pertaining thereto.

14.2.1. Curable and Noncurable Defaults Under the Lease; the County’s Covenant of Forbearance. Where the County has consented to a Mortgage encumbering Lessee’s leasehold as required pursuant to this Article, then the County, notwithstanding anything to the contrary in this Lease, shall not exercise its remedies under this Lease for Lessee’s default during the periods specified in this Section so long as the Beneficiary of such Mortgage takes the following actions (provided, however, that the foregoing shall not apply to, limit, delay or otherwise impact the exercise by the County of its rights and remedies under the PSA or any other Contract Document):

a. If a curable breach of the Lease occurs, a Beneficiary shall have the right to begin foreclosure proceedings and to obtain possession of Lessee’s interest in the Premises, so long as Beneficiary complies with the conditions set forth below:

(1) Cures Lessee's default within the same time period allotted to Lessee for cure of such default, plus an additional thirty (30) days (except that only ten (10) additional days shall be permitted in the case of a default in the payment of money from Lessee to the County).

(2) Notifies the County, within ten (10) days following receipt of the County's notice of Lessee's default, of its intention to effect this remedy;

(3) Institutes immediate steps or legal proceedings to foreclose on or recover possession of the leasehold, and thereafter prosecutes the remedy or legal proceedings to completion with due diligence and continuity; and

(4) Keeps and performs, during the period until the leasehold shall be either (i) sold upon foreclosure pursuant to the Mortgage, or (ii) released or reconveyed pursuant to the Mortgage (such period being referred to hereinafter as the "**Foreclosure Period**"), all of the covenants and conditions of this Lease, including, without limitation, payment of all Rent, taxes, assessments, utility charges, insurance premiums and other payments required by this Lease to be paid by Lessee and which become due during the Foreclosure Period and which were due and payable prior to the Foreclosure Period.

b. If a noncurable breach of the Lease occurs, a Beneficiary shall have the right to begin foreclosure proceedings and to obtain possession of Lessee's interest in the Premises, so long as Beneficiary complies with the conditions set forth below:

(1) Notifies the County, within ten (10) days after receipt of the County's notice of Lessee's default, of its intention to effect this remedy;

(2) Institutes immediate steps or legal proceedings to foreclose on or recover possession of the leasehold, and thereafter prosecutes the remedy or legal proceedings to completion with due diligence and continuity; and

(3) Keeps and performs, during the Foreclosure Period, all of the covenants and conditions of this Lease requiring the payment of money, including, without limitation, payment of all Rent, taxes, assessments, utility charges and insurance premiums required by this Lease to be paid by Lessee and which become due during the Foreclosure Period and which were due and payable prior to the Foreclosure Period.

c. If Lessee fails to cure any curable default within the time period allowed for such cure in this Lease, no cure by a Beneficiary of any such default in the manner allowed under this Section shall reinstate Lessee in good standing under this Lease. If, following expiration of the cure period, if any, applicable to Lessee, the Beneficiary shall fail or refuse to comply with any or all of the conditions of this Section applicable to Lessee's default, including failing to expeditiously obtain title to Lessee's leasehold, then the County shall be released from its covenant of forbearance hereunder, and may immediately terminate this Lease.

14.2.2. Transfer of Leasehold Estate; the County's Option to Purchase. Any Beneficiary who acquires title to the leasehold estate shall immediately provide the County with written notice of such transfer. Notwithstanding any provision of this Section to the contrary,

following transfer of the leasehold estate to a Beneficiary in any manner, the County shall have the option to purchase all right, title and interest in and to the leasehold directly from the Beneficiary. The purchase price shall be equal to the unpaid principal balance due on the note or notes formerly secured by such Mortgage, plus trustee's fees and costs of sale, if any, but excluding (i) any fees, penalties or late charges assessed by Beneficiary against Lessee, and (ii) any Rent or other payments made by Beneficiary under the terms of the Lease. The County may exercise such option to purchase by delivering written notification thereof to a Beneficiary at any time within thirty (30) days following the County's receipt of written notification of the Beneficiary's acquisition of title to the leasehold.

d. Should the County elect to not exercise its option to purchase the leasehold within the period described above, then, subject to the provisions of Sections 14.3 and 14.4 below, and so long as the Beneficiary shall have observed all of the conditions of Section 14.2.1, above, the following breaches, if any, relating to the prior lessee shall be deemed cured: (i) attachment, execution of or other judicial levy upon the leasehold estate, (ii) assignment of creditors of Lessee, (iii) judicial appointment of a receiver or similar officer to take possession of the leasehold estate or the Premises or (iv) filing any petition by, for or against Lessee under any chapter of the Federal Bankruptcy Code. Any further transfer of the leasehold estate, however (whether by a Beneficiary or by a third-party bidder acquiring the estate at a foreclosure sale), shall be subject to the following conditions:

(1) The provisions of Sections 14.1 above shall apply to such further Transfer; and

(2) By its acceptance of the leasehold estate, the Transferee of such further Transfer assumes this Lease as to the entire leasehold estate and covenants with the County to be bound hereby.

14.2.3. Article Controlling. In the event of any conflict between the provisions of this Article and any other provision of this Lease, this Article shall control.

14.2.4. Failure to Give Notice. Except as expressly set forth in this Article, the County shall have no obligation to any Beneficiary or to give any notice to any Beneficiary, and the County's failure to provide any Beneficiary with any notice of any default hereunder shall not create any right or claim against the County on behalf of Lessee or any Beneficiary.

14.3. No Release of Lessee. No permitted Transfer shall release or change Lessee's primary liability to perform all obligations of Lessee under this Lease. The County's consent to one Transfer shall not be deemed to imply the County's consent to any subsequent Transfer. If Lessee's Transferee defaults under this Lease, the County may proceed directly against Lessee or Guarantor without pursuing remedies against the Transferee. The County may consent to subsequent assignments or modifications of this Lease by Lessee's Transferee, without notifying Lessee or Guarantor or obtaining the consent of either, and such action shall not relieve the liability of Lessee or Guarantor under this Lease.

14.4. No Merger. No merger shall result from a Transfer pursuant to this Article, Lessee's surrender of this Lease, or a mutual cancellation of this Lease in any other manner. In

any such event, the County may either terminate any or all subleases or succeed to the interest of Lessee thereunder.

ARTICLE XV
DEFAULTS BY LESSEE; THE COUNTY'S REMEDIES

15.1. Events of Default. The occurrence of any of the following shall constitute a default by Lessee and a breach of this Lease:

- a. Failing or refusing to pay any amount due to the County when due in accordance with the provisions of this Lease;
- b. Failing or refusing to occupy and operate the Premises in material compliance with the provisions of this Lease;
- c. Failing or refusing to obtain and maintain the insurance required in Section 12.4 and Exhibit B in full force and effect;
- d. Any guarantor of Lessee's obligations under this Lease or any part thereof, repudiates, attempts to revoke or otherwise withdraw its guaranty;
- e. Lessee undertakes or completes a Transfer in violation of the provisions of Article XIV;
- f. Failing or refusing to perform, in all material respects, any covenant or condition of this Lease, other than those specified in subparagraphs (a)-(e) above, the breach of which Lessee is capable of curing after reasonable notice from the County;
- g. Maintaining, committing or permitting on the Premises waste, a nuisance, or use of the Premises for an unlawful purpose, or assigning or otherwise Transferring this Lease in a manner contrary to the provisions of this Lease;
- h. The occurrence of any of the events set forth in Section 17.1 below.

15.2. Notices. Following the occurrence of any of the defaults specified in the preceding section, the County shall give Lessee a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that Lessee fully cure each such default within the time period specified in the subparagraphs below:

- a. For nonpayment of any amount due to the County in accordance with the provisions of this Lease, five (5) working days;
- b. For a curable default, Lessee shall be afforded a 30 day cure period after delivery of written notice in which to cure such breach or default before the County may exercise its rights and remedies; provided, however, that, the 30 day cure period shall be extended for up to 60 additional days in the event that Lessee has commenced cure within such 30 day cure period, such breach or default is not capable of being cured within such 30 day period and Lessee continues to diligently pursue such cure to completion;

c. For a noncurable default (which shall include those defaults under Section 15.1(d)-(e) and 15.1(h) above), the County may exercise its rights and remedies immediately without further notice or delay.

To the extent permitted by applicable Law, the time periods provided in this Section for cure of Lessee's defaults under this Lease or for surrender of the Premises shall be in lieu of, and not in addition to, any similar time periods described by applicable Law as a condition precedent to the commencement of legal action against Lessee for possession of the Premises.

15.3. The County's Rights and Remedies. Should Lessee fail to cure any such defaults within the time periods specified in the immediately preceding Section, or fail to quit the Premises as required thereby, the County may exercise the following rights and remedies without further notice or demand of any kind to Lessee or any other person, except as may otherwise be required by applicable Law:

a. If the default is a default described in Section 15.1(d), Section 15.1(e) or Section 15.1(h), terminate this Lease and Lessee's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom, following which Lessee shall have no further claim on the Premises under this Lease;

b. Without terminating this Lease and Lessee's right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of Lessee and to collect any unpaid Rent, which has become payable, or which may thereafter become payable pursuant to Civil Code Section 1951.4;

c. If the default is a default described in Section 15.1(d), Section 15.1(e) or Section 15.1(h), elect, even though it may have reentered the Premises in accordance with the immediately preceding subparagraph (b) of this Section, thereafter to terminate this Lease and Lessee's right to possession of the Premises;

d. Seek specific performance of Lessee's obligations under this Lease; and

e. Recover the County's actual damages (including consultants' and attorneys' fees and costs) arising out of such default or breach, including, without limitation, any costs or expense incurred by the County in (i) enforcing the provisions of this Lease, including reasonable attorneys' fees therefor, and (ii) maintaining or preserving the Premises after such default, including repairs or alterations to the Premises.

Should the County have reentered the Premises under the provisions of subparagraph (b) of this Section, the County shall not be deemed to have terminated this Lease, the liability of Lessee to pay Rent accruing, or Lessee's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless the County shall have notified Lessee in writing that it has so elected to terminate this Lease and Lessee's right to possession. Lessee further covenants that the service by the County of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not (unless the County elects to the contrary at the time of, or at any time subsequent to, the serving of such notice and such election is evidenced by a written notice to Lessee) be deemed to be a termination of this Lease. In the

event of any reentry or taking possession of the Premises as aforesaid, the County shall have the right, but not the obligation, at Lessee's expense, to remove therefrom (i) all or any part of the buildings or structures placed on the Premises by Lessee or its agents, and (ii) any or all merchandise, Fixtures or Personal Property located therein and to place the same in storage at a public warehouse at the expense and risk of Lessee. The rights and remedies given to the County in this Section shall be additional, cumulative and supplemental to all other rights or remedies which the County may have at Law, in equity or under the Contract Documents when the default occurs. Lessee expressly acknowledges and agrees that the rights and remedies of the County under this Lease are in addition to those set forth in the Contract Documents and that the obligations and liabilities of Purchaser under the Contract Documents, including indemnification obligations, shall not be limited, modified, altered or released by the terms of this Lease or the exercise of any rights and remedies by County hereunder. Notwithstanding the foregoing, the County shall not be entitled to terminate this Lease if Purchaser is not deemed to be in default under the PSA.

15.4. The County's Damages Upon Termination. Should the County terminate this Lease and Lessee's right to possession of the Premises pursuant to the provisions of subparagraph (a) or (c) of the immediately preceding Section, the County may recover from Lessee as damages any or all of the following:

a. All amounts necessary to compensate the County for all damages suffered by the County as a result of Lessee's breach or default or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expense incurred by the County in (i) retaking possession of the Premises, including reasonable attorneys' fees and costs therefor, (ii) maintaining or preserving the Premises after such default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (iv) differences in the amount of Rent obtained from a new tenant from the Rent that would have been payable by Lessee under this Lease through the expiration of the Term; (v) leasing commissions, and (vi) any other costs necessary or appropriate to relet the Premises; and

b. At the County's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Law or in equity.

15.5. Fixtures and Personal Property. In the event of Lessee's default, all of Lessee's merchandise, Fixtures and Personal Property shall remain on the Premises and, continuing during the length of said default, the County shall have the right to take the exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Lessee to remove same forthwith.

15.6. Lessee's Waiver. Notwithstanding anything to the contrary contained in this Article, Lessee waives (to the fullest extent permitted under applicable Law) any written notice (other than such notice as this Article specifically requires) which any Law now or hereafter in force prescribes be given Lessee. Lessee further waives any and all rights of redemption under any existing or future Law in the event its eviction from, or dispossession of, the Premises for any reason, or in the event the County reenters and takes possession of the Premises in a lawful manner.

15.7. Interest. Any amounts due from Lessee under the provisions of this Lease which are not paid when due shall bear interest at the maximum rate which the County is permitted by Law to charge.

ARTICLE XVI ABANDONMENT

In addition to the provisions of Section 3.3, Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee shall abandon, vacate or surrender the Premises, or be dispossessed by process of Law, or otherwise, any Personal Property or Fixtures belonging to Lessee and left on the Premises shall, at the option of the County, be deemed abandoned. In such case, the County may dispose of said Personal Property and Fixtures in any manner provided by Law and is hereby relieved of all liability for doing so. These provisions shall not apply if the Premises should be closed and business temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Lessee.

ARTICLE XVII BANKRUPTCY

17.1. Right of Termination. Should any of the following events occur, the County may immediately terminate this Lease and any interest of Lessee therein, effective with the commencement of the event:

a. Lessee commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect, seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; becomes insolvent, or generally does not pay its debts as they become due; admits in writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing;

b. An involuntary case is commenced against Lessee seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to Lessee or Lessee's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of Lessee or any substantial part of Lessee's assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by Lessee in good faith or shall remain undismissed and unstayed for a period of 60 days; or

c. Any voluntary or involuntary case or other act or event described in Sections 17.1(a) and 17.1(b) shall occur (and in the case of an involuntary case shall not be contested in good faith or shall remain undismissed and unstayed for a period of 60 days) with respect to any guarantor of material Lessee obligations to the County under the Contract Documents, unless another guarantor of the same material Lessee obligations then exists, is solvent, is not and has not been the debtor in any such voluntary or involuntary case, has not repudiated its guaranty and is not in breach of its guaranty;

Any assignee pursuant to the provisions of any bankruptcy law shall be deemed without further act to have assumed all of the obligations of the Lessee under this Lease arising on or after the date of such assignment. Any such assignee shall upon demand execute and deliver to the County an instrument confirming such assumption.

17.2. Request for Information. Within ten (10) days after the County's request therefor, Lessee shall provide the County and any mortgagee or proposed mortgagee of the County, as the County shall specify, such financial, legal and business information concerning any of the events described in this Article as the County shall request.

ARTICLE XVIII DAMAGE OR DESTRUCTION

18.1. Casualty. Should the Fixtures or improvements be damaged by fire, flood or any other peril, Lessee shall restore such Fixtures or improvements to substantially the same condition as they were in immediately preceding such damage or destruction. Lessor shall have no obligations with respect thereto or with respect to Lessee's Personal Property. In the event of a total destruction of the Premises so that the Premises are rendered unusable, either party shall have the right to terminate this Lease.

18.2. Construction Provisions. In the event of any reconstruction of the Premises required of Lessee pursuant to this Article, Lessee shall, to the extent of available insurance proceeds, repair or rebuild such improvements to substantially the same condition they were in immediately preceding such damage or destruction.

18.3. No Abatement of Rent. Lessee shall not be entitled to any compensation or damages from the County for loss of use of the whole or any part of the Premises, Fixtures and Personal Property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement, including any abatement of Rent. Lessee hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises.

ARTICLE XIX EMINENT DOMAIN

19.1. Condemnation. If all of the Premises is taken under eminent domain proceedings by a party other than the County, or, if less than all of the Premises is taken under such proceeding and the part taken substantially impairs the ability of Lessee to use the remainder of the Premises for the purposes permitted by this Lease, then either the County or Lessee may terminate this Lease as of the date that the condemning authority takes possession by delivery of written notice of such election within twenty (20) days after such party has been notified of the taking or, in the absence thereof, within twenty (20) days after the condemning authority shall have taken possession.

19.2. Continuation of Lease After Condemnation. If this Lease is not terminated by the County or Lessee, it shall remain in full force and effect as to any portion of the Premises remaining, and:

- a. This Lease will end as of the date possession of the part is taken by the public entity as to the part of the Premises that is taken;
- b. Lessee is not entitled to the return of any prepaid rent; and
- c. At its cost, Lessee shall restore so much of the remaining portion of the Premises as is required to create a site substantially suitable for the purposes for which it was used immediately before the taking.

19.3. Lessee's Award.In connection with any taking, Lessee may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it (such as the loss of Fixtures that Lessee was entitled to remove and moving expenses) only so long as Lessee's award does not diminish or otherwise adversely affect the County's award.

19.4. Allocation of Condemnation Award for a Total Taking of the Premises.All awards for the total taking of the Premises or proceeds from the sale made under the threat of the exercise of the power of eminent domain shall be the property of the County, whether made for the taking of the fee, or as severance damage; provided, however, Lessee shall be entitled to any award for (i) diminution of value of the leasehold estate, (ii) the value of Lessee-constructed improvements minus depreciation by that percentage per year which is derived by dividing 100 years by the length of the initial Term, and (iii) loss of or damage to Lessee's trade fixtures, and removable personal property. Notwithstanding the foregoing, any amount of condemnation compensation due to Lessee pursuant hereto shall go first, to the County to satisfy (i) the County's attorneys' fees, appraisal fees, and other costs incurred in prosecuting the claim for the award, (ii) the value of the reversion as of the ending date, and (iii) any financial obligations of Lessee to the County pursuant to the provisions of this Lease, and second, to any creditors of Lessee to satisfy the remaining balance of any due to such creditor from any the County-approved loan encumbering the Premises.

ARTICLE XX SALE OR MORTGAGE BY THE COUNTY

20.1. Sale or Mortgage.From and after the Closing Date, the County may at any time, without the consent of Lessee, sell, purchase, exchange, transfer, assign, lease, encumber or convey the County's interest in whole or in part, in the Lease, the Premises, the realty underlying the Premises or any portion of or interest in the realty or improvements on the Property (collectively referred to in this Article as a "**Sale**"); provided, however, that if a Sale is a transfer, sale or conveyance of the Premises to a private Third Party, Lessee shall have a right of first refusal to agree to such Sale on the same terms and conditions as such private Third Party. In connection with the right of first refusal, the County shall notify Lessee in writing of the potential Sale and the terms and conditions thereof. On or before 15 days after delivery of such notice, Lessee shall notify the County in writing of its unconditional and irrevocable intention to exercise its right of first refusal. If Lessee exercises its right of first refusal, it must execute and deliver to the County the form of Sale agreement and all other related documents within 5 days. If the Lessee elects not to exercise its right of first refusal or does not respond within the 15 day period, the County shall be free to enter into and consummate such Sale on substantially the same terms and conditions as set forth in the notification to the Lessee..

ARTICLE XXI
SUBORDINATION; ATTORNMENT

21.1. Subordination. Without the necessity of any other document being executed and delivered by Lessee, this Lease is and shall be junior, subject and subordinate to any existing or future Permits issued by a Governmental Authority affecting the control or operation of the Premises; Lessee shall be bound by the terms and provisions of such Permits. In addition, this Lease is and shall also be subject, subordinate and junior to all ground leases, mortgages, deeds of trust and other security instruments of any kind now covering the Premises, or any portion thereof.

21.2. Attornment. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the County covering the Premises, Lessee shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as landlord under this Lease.

ARTICLE XXII
COUNTY'S RIGHT OF ACCESS

22.1. Access. The County, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or lessees, (c) determine whether Lessee is complying with its obligations in this Lease (including its obligations with respect to compliance with Environmental Laws), (d) supply any service that this Lease requires the County to provide, (e) post notices of nonresponsibility or similar notices, (f) make repairs, alterations, or improvements to any other portion of the Property, (g) access any property owned or operated by the County that is adjacent to or near the Premises, (h) test, inspect, investigate, remediate or monitor the Premises, the Closed Landfill and any real property adjacent to or near the Premises, for Environmental Conditions, Leachate or Landfill Gas, and (i) repair, maintain, install, replace, investigate, inspect and test any equipment or machinery relating to Environmental Conditions, Leachate or Landfill Gas remediation, testing or monitoring of the Premises, the Closed Landfill or any real property adjacent to or near the Premises. County shall use reasonable efforts to minimize the impact of any access on Lessee's use or operation of the Premises.

22.2. County Monitoring Equipment

Lessee shall not disturb, damage or disrupt any existing or future monitoring, maintenance or remediation facilities located at Premises or otherwise relating to the Closed Landfill adjacent to the Premises. County shall consult and reasonably cooperate with Lessee in connection with County's monitoring, maintenance, investigation and remediation activities at the Premises relating to the Closed Landfill. The County shall retain ownership, access to and, except as set forth in this Lease or the PSA, liability for all existing and future monitoring wells, remediation facilities, maintenance equipment, piezometers, methane detection probes and similar or related equipment located on, adjacent to or nearby that portion of the Premises. The County shall have access to the monitoring, maintenance or remediation facilities described in this Section 22.2 and for purposes of the County's monitoring, maintenance, investigation and remediation activities at the Premises at all times during regular hours upon no less than one

day's advance notice and, as necessary, in an emergency or in the event of imminent threat to public health, safety or the environment. The County's rights to access include the rights of ingress and egress across and through the Premises, and the County shall be entitled to repair, replace, test, inspect, investigate, use, operate and assess all of the monitoring, maintenance or remediation facilities specified in this Section 22.2. In the exercise of its rights under this Section, the County shall reasonably attempt to avoid material impact or interference on Lessee's operations at the Premises.

22.3. Lessee Waivers Regarding County Access. Except in the case of gross negligence or willful misconduct by the County, Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide the County with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). The County will have the right to use any means that the County may deem proper to open doors in the Premises and to the Premises in an emergency.

ARTICLE XXIII HOLDING OVER

If Lessee remains in possession of the Premises after the termination or expiration of this Lease without executing a new Lease with County's express written consent, in its sole discretion, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy. The Base Rent payable during any period of holding over shall be equal to 200% of the then market rent for the highest and best use of the Premises per day, or any portion thereof, as such number is adjusted for inflation, which shall be determined by the County in its reasonable discretion (the "Holdover Market Rent"). County's acceptance of rent after such holding over with County's written consent shall not result in any other tenancy or in a renewal of the original term of this Lease. Nothing in this Article XXIII shall be construed as implied consent by County to any holding over by Lessee. County expressly reserves the right to require Lessee to surrender possession of the Premises to County as provided in this Lease. The provisions of this Article XXIII shall not be considered to limit or constitute a waiver of any other rights or remedies of County provided in this Lease or at law.

ARTICLE XXIV NOTICES

24.1. Notices. Any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in Article 1.

24.2. Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices the County is required or authorized to deliver to Lessee in order to advise

Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by the County attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing employee or by the County mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE XXV NONDISCRIMINATION

Lessee hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or HIV/AIDS status in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises.

ARTICLE XXVI RECORDS, ACCOUNTS AND AUDITS

a. Lessee shall, at all times during the term of this Lease, keep or cause to be-kept, true and complete books, records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted in this Lease. Such records shall also include the source and disposition of all Waste collected and disposed of by Lessee in the operation of its business. Said records must be supported by reasonable source documents.

b. All Lessee's books or accounts and records shall be kept and made available at one location within the limits of the County of Sonoma. The County shall have the right at any reasonable time to examine and perform audits of Lessee's records pertaining to its operations on the Premises. The cost of said audits shall be borne by the County; however, Lessee shall provide to the County, at Lessee's expense, necessary data to enable the County to fully comply with all Permits and applicable Laws relating to this Lease and to Lessee's use of the Premises.

c. The recordkeeping, reporting and audit requirements set forth above are in addition to any obligations applying to Purchaser or to the Premises as set forth in the PSA.

ARTICLE XXVII
GENERAL PROVISIONS

27.1. Authority. Lessee represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized to do so.

27.2. Brokers. Lessee warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation or execution of this Lease. In the event any broker other than the brokers acknowledged in-writing by the County make claim for monies owed, Lessee shall indemnify, defend and hold the County harmless therefrom.

27.3. Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

27.4. Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease and in the Contract Documents; any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

27.5. Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

27.6. Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from the County, execute and deliver to the County a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Lessee's statement shall include other details requested by the County, such as the date to which Rent is paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to the County's obligations under this Lease and the nature of such defaults if they are claims. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statements within such time shall be conclusive upon Lessee that this Lease is in full force and effect, except to the extent any modification has been represented by the County, and that there are no uncured defaults in the County's performance.

27.7. Exhibits. All exhibits referred to in this Lease are attached hereto and incorporated by reference.

27.8. Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

27.9. Interpretation. The parties have each agreed to the use of the particular language of the provisions of this Lease, and any question of doubtful interpretation shall not be resolved

by any rule of interpretation providing for interpretation against the parties who cause an uncertainty to exist or against the draftsman.

27.10. Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee under this Lease.

27.11. Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

27.12. Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

27.13. Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee.

27.14. Successors & Assigns. Subject to Article XIV, this Lease shall be binding on an inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided in this Lease.

27.15. Time of Essence. Time is of the essence of each and every provision of this Lease.

27.16. Waiver.No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by the County of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. The County's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of the County to a forfeiture of the Lease by reason of such breach, regardless of the County's knowledge of such preceding breach at the time of the County's acceptance. The failure on the part of the County to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping the County from enforcing in full the provisions hereof. No custom or practice which may arise or grow up between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen the right of the County to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by Lessee, or construed to inhibit or prevent the rights of the County to exercise its rights with respect to any default, dereliction or breach of this Lease by Lessee.

27.17. PSA and Other Contract Documents.Nothing contained in this Lease shall limit, modify or reduce the covenants, agreements or obligations of Purchaser, or the County's rights and remedies, under the PSA and the other Contract Documents. In the event of a conflict between the terms of this Lease and the PSA, the PSA shall control.

27.18. Counterparts.This Lease may be executed in any number of counterparts, each of which is deemed an original and all of which, when taken together, constitute one and the same instrument.

IN WITNESS WHEREOF, the County and Lessee have duly executed this Lease as of the day and year first above written.

THE COUNTY:

THE COUNTY OF SONOMA,
a political subdivision of the State of California

By: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Chief Deputy County Counsel

LESSEE: REPUBLIC SERVICES OF SONOMA COUNTY, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE PREMISES

[GUERNEVILLE TRANSFER STATION]

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Parcel 1

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records. Being further described as follows:

Being a parcel of land in the south ½ of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Beginning at the southeast corner of Lot 72A of Subdivision No. 1 of Noel Heights as recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the boundary of said subdivision the following courses and distances, North 26° 18'38" West, 322.07 feet; thence North 60°06'38" West, 54.25 feet; thence North 83°51'38" West, 294.07 feet; thence South 11°46'33" East, 32.87 feet; thence South 78°46'55" West, 20.04 feet to the beginning of a curve whose radius point bears South 79°00'43" West, 15.00 feet; thence along said curve through a central angle of 100°45'50" a distance of 26.38 feet; thence South 89°39'06" West, 93.62 feet; thence North 51 °26'15" East, 18.82 feet to a curve to the left having a radius of 27.57 feet; thence along said curve through a central angle of 151 °18'39" a distance of 72.81 feet; thence leaving said subdivision boundary North 11 °28'30" East, along the westerly boundary of Eugene Dagnello as described in a deed recorded in Book 628 of Official Records, Page 263, Sonoma County Records, 455.32 feet to the northerly line of said lands of Eugene Dagnello; thence along the northerly line the following courses and distances North 72°13'07" East, 126.15 feet; thence North 84°45'23" East, 172.64 feet; thence North 45°22'24" East, 20.19 feet; thence North 88°50'31" East, 103.27 feet; thence North 81°20'20" East, 167.84 feet; thence North 73°10'08" East, 106.00 feet to a point on the west line of the Southeast 1/4 of Section 34, Township 8 North, Range 10 West, and the southeast corner of the lands of Tunstall as described in a deed recorded in Book 860 of Official Records, Page 328, Sonoma County Records, and from which a 3/4" iron pipe marking the accepted center of said Section 34, bears North 0°28'30" West, 274.22 feet; thence South 00°28'30" East, 3.70 feet to the southwest corner of the lands of Graham, Et. Al. as described in a deed recorded in Book 889 of Official Records, Page 462, Sonoma County Records; thence South 32°02'45" East, 309.29 feet; thence South 43°50'14" East, 100.00 feet; thence South 28°15'01" East, 52.73 feet; thence South 50°17'45" East, 117.28 feet; thence South 26°25'44" East, 44.79 feet; thence South 29°14'16" West, 13.71 feet; thence South 20°51'04" East, 86.05 feet; thence South 34°28'41" East, 40.54 feet to a curve to the left having a radius of 80.00 feet; thence along said curve through a central angle of 36°09'19" a distance of 50.48 feet to a reverse curve having a radius of 68.00 feet; thence along said curve through a central angle of 40°00'00" a distance of 47.47 feet; thence South 59°22'00" West radial to said curve, 8.00 feet to the beginning of a curve radial to said line, said curve having a radius

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of 60.00 feet and being concave to the west; thence along the curve through a central angle of 30°00'00" a distance of 31.42 feet; thence South 00°38'00" East, 68.68 feet; thence South 50°58'55" East, 150.49 feet; thence South 39°01'05" West, 115.89 feet; thence North 87°20'13" West, 236.57 feet; thence South 02°39'47" West, 100.00 feet to the southerly line of said lands of the County of Sonoma; thence along said southerly line North 87°20'13" West, 270.00 feet; thence North 56°10'33" West, 220.70 feet to the Point of Beginning.

Containing 18.62 ACRES, more or less

A.P.N. 085-090-002 and 085-090-00 PTN.

Parcel 2

Reserving from the above described Parcel 1.

An easement for ingress and egress through and within Parcel 1, including as necessary to access Parcels 3, 4, 5, 6 and 7, appurtenant to the lands of the County of Sonoma remaining after conveyance of Parcel 1.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records.

Being a parcel of land in the south 1/2 of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Said portion is further described as being a strip of land of which the starting width is 40 feet, 20 feet either side, of the following described centerline:

Commencing at the southeast corner of Lot 72A, as said Lot is shown on Subdivision No. I of Noel Heights, said Subdivision being recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the southwesterly line of said lands of the County of Sonoma, South 56°10'33" East, 77.14 feet to the Point of Beginning of the centerline; thence leaving said southwesterly line North 71°35'26" East, 46.14 feet to a curve to the left having a radius of 185.00 feet; thence along said curve through a central angle of 28°46'39" a distance of 92.92 feet; thence North 42°48'47" East, 76.97 feet to a curve to the left having a radius of 130.00 feet; thence along said curve through a central angle of 78°33'21" a distance of 178.24 feet to a reverse curve having a radius of 400.00 feet; thence along said curve through a central angle of 24°58'36" a distance of 174.37 feet to a reverse curve having a radius of 110.00 feet; thence along said curve through a central angle of 17°54'59" a distance of 34.40 feet; thence North 28°40'57" West, 77.88 feet to a curve to the right having a radius of 62.00 feet; thence along said curve through a central angle of 175° 15'04" a distance of 189.64 feet to a point where the width of the strip changes to 30 feet, 15 feet either side of this centerline; thence South 33°25'53" East, 117.53 feet; thence South 30°15'59" East, 122.53 feet to a curve to the left having a radius of 125.00 feet; thence along said curve through a central angle of 25°42'41" a distance of 56.09 feet to a reverse curve having a radius of 200.00 feet; thence along said curve through a central angle of 18°29'44" a distance of 64.56 feet to a reverse curve having a radius of 75.00 feet; thence along said curve through a central angle of 13°44'28" a distance of 17.99 feet; thence South 51 °13'24" East, 50.00 feet to a point where the width of the strip changes to 25 feet, 12.5 feet either side of this centerline; thence South 51°13'24" East, 90.00 feet to a point where the width of the strip changes to 30 feet, 15 feet either side of this centerline; thence South 51 °13'24" East, 90.94 feet to a curve to the left having a radius of 215.00 feet; thence along said curve through a central angle of 25°02'32" a distance of 93.97 feet to the easterly line of the above described Parcel 1.

The sidelines of this strip shall extend or contract to meet the boundaries of the above described Parcel 1.

A.P.N. 085-090-002 and 085-090-00 PTN.

Parcel 3

Reserving from the above described Parcel 1.

An easement for ingress and egress through and within Parcel 1, including as necessary to access Parcels 3, 4, 5, 6 and 7, appurtenant to the lands of the County of Sonoma remaining after conveyance of Parcel 1.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records.

Being a parcel of land in the south 1/2 of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Commencing at the southeast corner of Lot 72A, as said Lot is shown on Subdivision No. 1 of Noel Heights, said Subdivision being recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the southwesterly line of said lands of the County of Sonoma, South 56°10'33" East, 77.14 feet; thence leaving said southwesterly line North 71°35'26" East, 46.14 feet to a curve to the left having a radius of 185.00 feet; thence along said curve through a central angle of 28°46'39" a distance of 92.92 feet; thence North 42°48'47" East, 76.97 feet to a curve to the left having a radius of 130.00 feet; thence along said curve through a central angle of 78°33'21" a distance of 178.24 feet to a reverse curve having a radius of 400.00 feet; thence along said curve through a central angle of 24°58'36" a distance of 174.37 feet to a reverse curve having a radius of 110.00 feet; thence along said curve through a central angle of 17°54'59" a distance of 34.40 feet; thence North 28°40'57" West, 77.88 feet to a curve to the right having a radius of 62.00 feet; thence along said curve through a central angle of 175°15'04" a distance of 189.64 feet; thence South 33°25'53" East, 117.53 feet; thence South 30°15'59" East, 122.53 feet to a curve to the left having a radius of 125.00 feet; thence along said curve through a central angle of 25°42'41" a distance of 56.09 feet to a reverse curve having a radius of 200.00 feet; thence along said curve through a central angle of 18°29'44" a distance of 64.56 feet to a reverse curve having a radius of 75.00 feet; thence along said curve through a central angle of 13°44'28" a distance of 17.99 feet; thence South 51°13'24" East, 230.94 feet; thence South 38°46'36" West, 15.00 feet to the Point of Beginning; said Point of Beginning being on a curve concave to the west, whose radius point bears South 38°46'36" West, 25.00 feet; thence southeasterly, southerly and southwesterly along said curve through a central angle of 90°04'31" a distance of 39.30 feet; thence South 38°51'07" West, 11.66 feet to a curve to the left having a radius of 55.00 feet; thence along said curve through a central angle of 92°22'17" a distance of 88.67 feet to a reverse curve having a radius of 25.00 feet; thence along said curve through a central angle of 74°47'13" a distance of 32.63 feet to a point of cusp on the southerly line of the above described Parcel 1; thence along said southerly line South 87°20'13" East, 30.73 feet to the beginning of a curve whose radius point bears North 78°59'56" West, 55.00 feet; thence northerly and northwesterly along said curve through a central angle of 64°31'15" a distance of 61.94 feet to a reverse curve having a radius of 25.00 feet; thence along said curve through a central angle of 92°22'17" a distance of 40.30 feet; thence North 38°51'07" East, 24.65 feet to a curve to the right having a radius of 25.00 feet; thence along said curve through a central angle of 71°38'13" a distance of 31.26 feet to a point of cusp on a curve whose radius point bears North 20°29'20" East, 230.00 feet; thence westerly and northwesterly along said curve through a central angle of

18°17'16" a distance of 73.41 feet to the Point of Beginning.

Containing 4775 SQ. FT., more or less.

A.PN. 085-090-002 and 085-090-00 PTN.

Parcel 4

Reserving from the above described Parcel 1.

An easement to construct, operate and maintain a monitoring well, along with ingress and egress across Parcel 1 as may be necessary to access such monitoring well, appurtenant to the lands of the County of Sonoma remaining after conveyance of Parcel 1.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records.

Being a parcel of land in the south 1/2 of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Commencing at the southeast corner of Lot 72A, as said Lot is shown on Subdivision No. 1 of Noel Heights, said Subdivision being recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the southwesterly line of said lands of the County of Sonoma, South $56^{\circ}10'33''$ East, 77.14 feet; thence leaving said southwesterly line North $71^{\circ}35'26''$ East, 46.14 feet to a curve to the left having a radius of 185.00 feet; thence along said curve through a central angle of $28^{\circ}46'39''$ a distance of 92.92 feet; thence North $42^{\circ}48'47''$ East, 76.97 feet to a curve to the left having a radius of 130.00 feet; thence along said curve through a central angle of $78^{\circ}33'21''$ a distance of 178.24 feet to a reverse curve having a radius of 400.00 feet; thence along said curve through a central angle of $24^{\circ}58'36''$ a distance of 174.37 feet to a reverse curve having a radius of 110.00 feet; thence along said curve through a central angle of $17^{\circ}54'59''$ a distance of 34.40 feet; thence North $28^{\circ}40'57''$ West, 77.88 feet to a curve to the right having a radius of 62.00 feet; thence along said curve through a central angle of $175^{\circ}15'04''$ a distance of 189.64 feet; thence South $33^{\circ}25'53''$ East, 66.17 feet; thence North $56^{\circ}34'07''$ East, 102.35 feet to the Point of Beginning; thence North $80^{\circ}53'11''$ East, 10.00 feet; thence North $09^{\circ}06'49''$ West, 10.00 feet; thence South $80^{\circ}53'11''$ West, 10.00 feet; thence South $09^{\circ}06'49''$ East, 10.00 feet to the Point of Beginning.

Containing 100.00 SQ. FT., more or less.

A.P.N. 085-090-002 and 085-090-00 PTN.

Parcel 5

Reserving from the above described Parcel 1.

An easement to construct, operate and maintain a monitoring well, along with ingress and egress across Parcel 1 as may be necessary to access such monitoring well, appurtenant to the lands of the County of Sonoma remaining after conveyance of Parcel 1.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records.

Being a parcel of land in the south ½ of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Commencing at the southeast corner of lot 72A, as said Lot is shown on Subdivision No. 1 of Noel Heights, said Subdivision being recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the southwesterly line of said lands of the County of Sonoma, South 56°10'33" East, 77.14 feet; thence leaving said southwesterly line North 71°35'26" East, 46.14 feet to a curve to the left having a radius of 185.00 feet; thence along said curve through a central angle of 28°46'39" a distance of 92.92 feet; thence North 42°48'47" East, 76.97 feet to a curve to the left having a radius of 130.00 feet; thence along said curve through a central angle of 78°33'21" a distance of 178.24 feet to a reverse curve having a radius of 400.00 feet; thence along said curve through a central angle of 24°58'36" a distance of 174.37 feet to a reverse curve having a radius of 110.00 feet; thence along said curve through a central angle of 17°54'59" a distance of 34.40 feet; thence North 28°40'57" West, 77.88 feet to a curve to the right having a radius of 62.00 feet; thence along said curve through a central angle of 175°15'04" a distance of 189.64 feet; thence South 33°25'53" East, 92.27 feet; thence North 56°34'07" East, 106.53 feet to the Point of Beginning; thence North 61°38'34" East, 15.00 feet; thence North 28°21'26" West, 10.00 feet; thence South 61°38'34" West, 15.00 feet; thence South 28°21'26" East, 10.00 feet to the Point of beginning.

Containing 150.00 SQ FT, more or less.

A.P.N. 085-090-002 and 085-090-00 PTN.

Parcel 6

Reserving from the above described Parcel 1.

An easement to construct, operate and maintain a monitoring well, along with ingress and egress across Parcel 1 as may be necessary to access such monitoring well, appurtenant to the lands of the County of Sonoma remaining after conveyance of Parcel 1.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records.

Being a parcel of land in the south $\frac{1}{2}$ of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Commencing at the southeast corner of Lot 72A, as said Lot is shown on Subdivision No. 1 of Noel Heights, said Subdivision being recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the southwesterly line of said lands of the County of Sonoma, South $56^{\circ}10'33''$ East, 77.14 feet; thence leaving said southwesterly line North $71^{\circ}35'26''$ East, 46.14 feet to a curve to the left having a radius of 185.00 feet; thence along said curve through a central angle of $28^{\circ}46'39''$ a distance of 92.92 feet; thence North $42^{\circ}48'47''$ East, 76.97 feet to a curve to the left having a radius of 130.00 feet; thence along said curve through a central angle of $78^{\circ}33'21''$ a distance of 178.24 feet to a reverse curve having a radius of 400.00 feet; thence along said curve through a central angle of $24^{\circ}58'36''$ a distance of 174.37 feet to a reverse curve having a radius of 110.00 feet; thence along said curve through a central angle of $17^{\circ}54'59''$ a distance of 34.40 feet; thence North $28^{\circ}40'57''$ West, 77.88 feet to a curve to the right having a radius of 62.00 feet; thence along said curve through a central angle of $175^{\circ}15'04''$ a distance of 189.64 feet; thence South $33^{\circ}25'53''$ East, 106.31 feet; thence North $56^{\circ}34'07''$ East, 15.00 feet to the Point of Beginning; thence North $56^{\circ}34'07''$ East, 10.00 feet; thence North $33^{\circ}25'53''$ West, 10.00 feet; thence South $56^{\circ}34'07''$ West, 10.00 feet; thence South $33^{\circ}25'53''$ East, 10.00 feet to the Point of Beginning.

Containing 100.00 SQ. FT., more or less.

A.P.N. 085-090-002 and 085-090-00 PTN.

Parcel 7

Reserving from the above described Parcel 1.

An easement to construct, operate and maintain utility lines, including water, sewer, electricity, telephone and natural gas, along with ingress and egress across Parcel 1 as may be necessary to access such utility lines, appurtenant to the lands of the County of Sonoma remaining after conveyance of Parcel 1.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 1278 of Official Records, Page 544, Sonoma County Records.

Being a parcel of land in the south ½ of Section 34, Township 8 North, Range 10 West, MDB&M, being more particularly described as follows:

Commencing at the southeast corner of Lot 72A, as said Lot is shown on Subdivision No. 1 of Noel Heights, said Subdivision being recorded in Book 48 of Maps, Page 22 and 23, Sonoma County Records; thence along the southwesterly line of said lands of the County of Sonoma, South 56°10'33" East, 77.14 feet; thence leaving said southwesterly line North 71°35'26" East, 46.14 feet to a curve to the left having a radius of 185.00 feet; thence along said curve through a central angle of 28°46'39" a distance of 92.92 feet; thence North 42°48'47" East, 76.97 feet to a curve to the left having a radius of 130.00 feet; thence along said curve through a central angle of 78°33'21" a distance of 178.24 feet to a reverse curve having a radius of 400.00 feet; thence along said curve through a central angle of 24°58'36" a distance of 174.37 feet to a reverse curve having a radius of 110.00 feet; thence along said curve through a central angle of 17°54'59" a distance of 34.40 feet; thence North 28°40'57" West, 77.88 feet to a curve to the right having a radius of 62.00 feet; thence along said curve through a central angle of 175°15'04" a distance of 189.64 feet; thence South 33°25'53" East, 117.53 feet; thence South 30°15'59" East, 122.53 feet to a curve to the left having a radius of 125.00 feet; thence along said curve through a central angle of 25°42'41" a distance of 56.09 feet to a reverse curve having a radius of 200.00 feet; thence along said curve through a central angle of 18°29'44" a distance of 64.56 feet to a reverse curve having a radius of 75.00 feet; thence along said curve through a central angle of 13°44'28" a distance of 17.99 feet; thence South 51°13'24" East, 125.46 feet; thence North 38°46'36" East, 13.37 feet to the Point of Beginning; thence North 42°12'42" East, 16.57 feet; thence North 47°47'18" West, 4.00 feet; thence North 42°12'42" East, 21.80 feet; thence South 54°00'00" East, 74.37 feet to the easterly line of the above described Parcel 1; thence along said easterly line South 00°38'00" East, 12.46 feet; thence leaving said easterly line North 54°00'00" West, 72.84 feet; thence South 42°12'42" West, 29.39 feet; thence North 47°47' 18" West, 6.00 feet to the Point of Beginning.

Containing 1009 SQ. FT., more or less.

A.P.N. 085-090-002 and 085-090-00 PTN.

EXHIBIT A

DESCRIPTION OF THE PREMISES

[HEALDSBURG TRANSFER STATION]

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Parcel 1

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Beginning at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 feet; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 34°55'30" a distance of 53.95 feet; thence North 19°19'20" East, 126.18 feet to a curve to the left having a radius of 51.50 feet; thence along said curve through a central angle of 15°20'28" a distance of 13.79 feet; thence North 03°58'52" East, 61.78 feet to a curve to the right having a radius of 58.50 feet; thence along said curve through a central angle of 21°40'37" a distance of 22.13 feet; thence North 25°39'29" East, 43.01 feet; thence North 63°21'55" West, 21.90 feet; thence North 70°12'45" West, 431.45 feet to a ½ inch iron pipe, tagged PLS 4760, on the westerly line of the lands of the County of Sonoma; thence along said westerly line South 36°50'01" West, 392.19 feet to a 1 inch iron pipe and brass disk, stamped "Survey Monument CSSC;" thence North 58°54'16" West, 460.12 feet to a ½ inch iron pipe, tagged PLS 4760; thence South 23°50'20" West, 633.91 feet to the Point of Beginning.

Reserving unto the Grantor an easement for continued use of the existing traveled ways for access and egress.

Containing 16.32 ACRES, more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

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A.P.N. 091-070-022 PTN. and 091-070-024 PTN.

Parcel 2

Being a portion of Sotoyome Rancho, a portion of Section 4, T. 9 N., R. 9 W, M.D.B. and M. and a portion of the lands of Biajio Bertonino as recorded in Book 77, Official Records, Page 497 and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe monument found in the southwesterly line of the above said lands of Bertonino, said iron pipe monument being referred to in the above said deed as being N. $67^{\circ} 45'$ W. (3.97 chains) 262.02 feet from the most southerly corner of the said lands of Bertonino; thence from said point of beginning S. $67^{\circ} 45'$ E. along the southwesterly line of the said lands of Bertonino 262.02 feet to the most southerly corner thereof; thence N. $20^{\circ} 35'$ E. along the southeasterly line of the said lands of Bertonino 40.02 feet; thence N. $67^{\circ} 45'$ W., 186.22 feet; thence curving to the left with a radius of 169.28 feet, through an angle of $30^{\circ} 00'$ for a distance of 88.63; thence curving to the right with a radius of 129.28 feet from a tangent which bears S. $82^{\circ} 15'$ W., through and angle of $30^{\circ} 00'$ for a distance of 67.69 feet to a point in the southwesterly line of the said lands of Bertonino; thence S. $67^{\circ} 45'$ E. along said southwesterly line 74.64 feet to the point of beginning.

Reserving unto the Grantor a nonexclusive easement over and under said parcel for access and utilities.

Containing 0.24 acres, more or less.

Basis of Bearings; Southwesterly line of the above said lands of Bertonino as recorded in Book 77, Official Records, Page 497.

Parcel 3

Being a portion of Sotoyome Rancho, a portion of Section 4, T. 9 N., R. 9 W, M.D.B. and M. and a portion of the lands of Victor Maksente as recorded in Book 832, Official Records, Page 401 and Book 801, Official Records, Page 339, and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe monument found marking the common northerly corners of Parcel I and Parcel II of the above said lands of Maksente as recorded in Book 832, Official Records, Page 401; thence from said point of beginning S. 67° 45' E., along the northeasterly line of the above said Parcel I, 74.64 feet; thence leaving said northeasterly line and curving to the left with a radius of 129.28 from a tangent which bears N. 67° 45' W., through an angle of 30° 00' for a distance of 67.69 feet; thence curving to the right with a radius of 169.28 feet from a tangent which bears S. 82° 15' W., through an angle of 30° 00' for a distance of 88.63 feet; thence N. 67° 45' W., 158.95 feet to a point in the northwesterly line of the above said Parcel II; thence N. 19° 15' E. along said northwesterly line 40.05 feet to the most northerly corner of said Parcel II; thence S. 67° 45' E. along the northeasterly line of said Parcel II, 161.06 feet to the point of beginning.

Reserving unto the Grantor a nonexclusive easement over and under said parcel for access and utilities.

Containing 0.22 acres, more or less.

Parcel 4

Being a portion of Sotoyome Rancho, a portion of Section 4, T. 9 N., R. 9 W, M.D.B. and M. and a portion of the lands of Victor Maksente as recorded in Book 832, Official Records, Page 401 and Book 801, Official Records, Page 339, and being more particularly described as follows:

BEGINNING at the most westerly corner of the above said lands of Maksente as recorded in Book 801, Official Records, Page 339, Parcel II; thence from said point of beginning S. 67° 45' E. along the southwesterly line of said Parcel II 326.04 feet to the most southerly corner thereof; thence N. 22° 15' E. along the southeasterly line of said Parcel II, 40.00 feet; thence N. 67° 45' W., 327.20 feet to a point in the northwesterly line of said Parcel II; thence S. 20° 35' W. along said northwesterly line 40.02 feet to the point of beginning.

Containing 0.30 acres, more or less.

Basis of Bearings: Northeasterly line of the said lands of Maksente as recorded in Book 832, Official Records, Page 401.

Parcel 5

An easement for the maintenance of the building.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 74.29 feet to the Point of Beginning; thence North 00°29'00" East, 97.27 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 feet; thence North 73°13'16" West, 42.47 feet; thence North 76°42'50" East, 31.48 feet; thence South 74°04'54" East, 61.33 feet; thence South 88°30'13" East, 124.32 feet; thence South 00°29'00" West, 112.00 feet; thence North 89°31'00" West, 15.00 feet to the Point of Beginning.

Containing 4532 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 6

Reserving from the above described Parcel 1.

An easement for storm drainage.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 158.58 feet to the Point of Beginning; thence North 00°29'00" East, 12.98 feet; thence North 88°30'13" West, 74.35 feet; thence South 79°27'02" East, 46.78 feet; thence South 77°18'44" East, 28.93 feet to the Point of Beginning.

Containing 457 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 7

Reserving from the above described Parcel 1.

An easement for storm drainage.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 23.15 feet to the Point of Beginning; thence South 55°51'30" West, 17.71 feet; thence North 74°41'56" West, 109.08 feet; thence North 23°39'53" West, 102.64 feet; thence North 00°51'38" West, 121.62 feet; thence North 18°49'02" East, 141.89 feet; thence North 26°43'58" East, 25.28 feet to the north line of said Parcel 1; thence along said north line South 70°12'45" East, 15.11 feet; thence leaving said north line South 26°43'58" West, 26.07 feet; thence South 18°49'02" West, 138.25 feet; thence South 00°51'38" East, 115.99 feet; thence South 23°39'53" East, 26.40 feet to easterly line of said Parcel 1 and the beginning of a curve whose radius point bears South 87°17'30" East, 88.50 feet; thence southerly along the lines of said Parcel 1 and said curve through a central angle of 18°18'40" a distance of 28.28 feet to a compound curve having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet; thence South 52°23'29" East, 32.72 feet; thence South 73°13'16" East, 100.66 feet to the Point of Beginning.

Containing 7162 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 8

Reserving from the above described Parcel 1.

An easement for monitoring wells.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 28.41 feet to the Point of Beginning; thence North 88°30'13" West, 20.00 feet; thence South 01°29'47" West, 10.00 feet; thence South 88°30'13" East, 20.00 feet; thence North 01°29'47" East, 10.00 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring wells.

Containing 200.00 SQ FT, more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 9

Reserving from the above described Parcel 1.

An easement for a monitoring well.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 85.39 feet to the Point of Beginning; thence North 73°13'16" West, 10.00 feet; thence South 16°46'44" West, 10.00 feet; thence South 73°13'16" East, 10.00 feet; thence North 16°46'44" East, 10.00 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring well.

Containing 100.00 SQ FT, more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 10

Reserving from the above described Parcel 1.

An easement for a monitoring well.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence South 37°25'12" West, 20.65 feet to the Point of Beginning; thence North 73°13'16" West, 10.00 feet; thence South 16°46'44" West, 10.00 feet; thence South 73°13'16" East, 10.00 feet; thence North 16°46'44" East, 10.00 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring well.

Containing 100.00 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 11

Reserving from the above described Parcel 1.

An easement for a monitoring well.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 10°19'08" a distance of 15.94 feet to the Point of Beginning; thence continuing along said curve through a central angle of 6°29'12" a distance of 10.02 feet to a point of cusp; thence North 88°59'51" West, 8.43 feet; thence South 01°00'09" West, 10.00 feet; thence South 88°59'51" East, 8.96 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring well.

Containing 86 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 12

Reserving from the above described Parcel 1.

An easement for a monitoring well.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 23°50'10" a distance of 36.82 feet to the Point of Beginning; thence North 88°59'51" West, 10.00 feet; thence North 01°00'09" East, 10.00 feet; thence South 88°59'51" East, 10.00 feet; thence South 01°00'09" West, 10.00 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring well.

Containing 100.00 SQ FT, more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 13

Reserving from the above described Parcel 1.

An easement for a monitoring well.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 34°55'30" a distance of 53.95 feet; thence North 17°18'33" West, 58.10 feet to the Point of Beginning; thence North 88°59'51" West, 10.00 feet; thence North 01°00'09" East, 10.00 feet; thence South 88°59'51" East, 10.00 feet; thence South 01°00'09" West, 10.00 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring well.

Containing 100 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-024 PTN.

Parcel 14

Reserving from the above described Parcel 1.

An easement for a monitoring well.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 34°55'30" a distance of 53.95 feet; thence North 33°37'19" West, 109.21 feet to the Point of Beginning; thence North 88°59'51" West, 10.00 feet; thence North 01°00'09" East, 10.00 feet; thence South 88°59'51" East, 10.00 feet; thence South 01°00'09" West, 10.00 feet to the Point of Beginning.

Together with the right to cross the lands of the Grantee to access said monitoring well.

Containing 100 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-024 PTN.

Parcel 15

Reserving from the above described Parcel 1.

An easement for overhead utilities.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 34°55'30" a distance of 53.95 feet; thence North 19°19'20" East, 126.18 feet to a curve to the left having a radius of 51.50 feet; thence along said curve through a central angle of 15°20'28" a distance of 13.79 feet; thence North 03°58'52" East, 61.78 feet to a curve to the right having a radius of 58.50 feet; thence along said curve through a central angle of 21°40'37" a distance of 22.13 feet; thence North 25°39'29" East, 43.01 feet; thence North 63°21'55" West, 21.90 feet; thence North 70°12'45" West, 43.85 feet to the Point of Beginning; thence South 34°12'45" West, 445.42 feet; thence North 89°25'46" West, 12.01 feet; thence North 34°12'45" East, 449.50 feet; thence South 70°12'45" East, 10.33 feet to the Point of Beginning.

Containing 4475 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN. and 091-070-024 PTN.

Parcel 16

Reserving from the above described Parcel 1.

An easement for overhead utilities.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 34°55'30" a distance of 53.95 feet; thence North 19°19'20" East, 126.18 feet to a curve to the left having a radius of 51.50 feet; thence along said curve through a central angle of 15°20'28" a distance of 13.79 feet; thence North 03°58'52" East, 61.78 feet to a curve to the right having a radius of 58.50 feet; thence along said curve through a central angle of 21°40'37" a distance of 22.13 feet; thence North 25°39'29" East, 43.01 feet; thence North 63°21'55" West, 21.90 feet; thence North 70°12'45" West, 43.85 feet to the Point of Beginning; thence South 34°12'45" West, 114.50 feet; thence South 29°12'07" West, 61.87 feet; thence South 30°53'11" West, 160.21 feet; thence South 40°57'23" West, 108.82 feet; thence South 89°25'46" East, 13.13 feet; thence North 40°57'23" East, 101.20 feet; thence North 30°53'11" East, 161.24 feet; thence North 29°12'07" East, 176.08 feet to the Point of Beginning.

Containing 3847 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN. and 091-070-024 PTN.

Parcel 17

Reserving from the above described Parcel 1.

An easement for overhead and underground utilities.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1514.83 feet; thence leaving said southerly line North 00°29'00" East, 171.56 feet; thence North 88°30'13" West, 111.48 feet; thence North 74°04'54" West, 48.23 feet; thence South 16°46'44" West, 1.00 foot; thence North 73°13'16" West, 123.81 feet; thence North 52°23'29" West, 32.72 feet to a curve to the right having a radius of 28.50 feet; thence along said curve through a central angle of 36°47'19" a distance of 18.30 feet to a compound curve having a radius of 88.50 feet; thence along said curve through a central angle of 34°55'30" a distance of 53.95 feet; thence North 19°19'20" East, 126.18 feet to a curve to the left having a radius of 51.50 feet; thence along said curve through a central angle of 15°20'28" a distance of 13.79 feet; thence North 03°58'52" East, 61.78 feet to a curve to the right having a radius of 58.50 feet; thence along said curve through a central angle of 21°40'37" a distance of 22.13 feet; thence North 25°39'29" East, 43.01 feet; thence North 63°21'55" West, 21.90 feet; thence North 70°12'45" West, 43.85 feet; thence South 34°12'45" West, 445.42 feet to the Point of Beginning; thence North 89°25'46" West, 23.39 feet; thence South 00°34'14" West, 10.00 feet; thence South 89°25'46" East, 61.87 feet; thence North 00°34'14" East, 10.00 feet; thence North 89°25'46" West, 38.47 feet to the Point of Beginning.

Containing 619 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

Parcel 18

Reserving from the above described Parcel 1.

An easement for radio equipment.

Being a portion of the lands of the County of Sonoma as described in a deed recorded in Book 2369 of Official Records, Page 823, Sonoma County Records and a deed recorded in Book 2371 of Official Records, Page 665, Sonoma County Records. Being further described as follows:

Commencing at a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193," marking the most westerly corner of the above said lands of the County of Sonoma, and as shown on that Record of Survey, recorded in Book 123 of Maps, at Page 50, Sonoma County Records as being the most westerly corner of the lands of Passalacqua; thence along the southwesterly and southerly lines of said lands of the County of Sonoma, South 40°43'33" East, 50.06 feet to a 1 inch iron pipe and brass disk, stamped "Curtis LS 3216 and Stephan LS 3193,"; thence South 88°59'51" East, 1118.13 feet; thence leaving said southerly line North 01°00'09" East, 50.92 feet; thence North 01°00'09" East, 10.00 feet; thence North 88°59'51" West, 10.00 feet; thence South 01°00'09" West, 10.00 feet; thence South 88°59'51" East, 10.00 feet to the Point of Beginning.

Containing 100.00 SQ. FT., more or less.

Basis of bearings: A Record of Survey prepared by Carlenzoli Associates, dated June 2008.

A.P.N. 091-070-022 PTN.

EXHIBIT B

INSURANCE REQUIREMENTS

Lessee shall obtain insurance from an insurance company or companies acceptable to the County's Risk Manager. The required documentation of insurance shall be furnished to County prior to commencement of any construction or grading work or other physical work preparatory to construction upon the Premises. Lessee shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required has been obtained, submitted and approved. Lessee (or, as specified below, the general contractor(s), architect(s) and engineer(s)) shall take out and maintain at all times while such work is in progress the following policies of insurance:

(a) **Workers' Compensation.** Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. Lessee shall require the general contractor and all subcontractors similarly to provide Workers' Compensation Insurance for all of their employees. All policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days' notice to County by certified mail."

(b) **General Liability.** \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be \$10,000,000. Such insurance shall include but not be limited to: premises and operations liability, contractual liability and personal injury liability. County and Lessee shall be named as additional insureds. Insurance coverage shall be at least this broad and in a form reasonably acceptable to the County: Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable. All Commercial General Liability policies shall be endorsed with the following specific language:

(i) "The County of Sonoma, its officers and employees, shall be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement."

(ii) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

(iii) "The insurance provided herein is primary coverage to the County of Sonoma with respect to any policy of insurance or self-insurance programs maintained by the County. No insurance held or owned by the County shall be called upon to contribute to a loss."

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(iv) "This policy shall not be canceled or materially changed without first giving the County of Sonoma thirty (30) days' written notice by certified mail."

(v) "The insurer waives the right of subrogation against the County of Sonoma and against its agents and representatives."

(c) **Automobile Liability.** \$5,000,000 combined single limit per accident for bodily injury and property damage. Said insurance shall include coverage for owned, hired and non-owned vehicles. All policies shall be endorsed with the endorsements set forth in clauses (i)-(v) of paragraph (b) above. Insurance coverage shall be at least this broad and in a form reasonably acceptable to the County: Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9 "non-owned autos."

(d) **Environmental Impairment Liability.** Environmental Impairment Liability Insurance in an amount not less than \$10,000,000 per claim and aggregate limit shall be \$30,000,000. All policies shall be endorsed with the endorsements set forth in clauses (i)-(v) of paragraph (b) above and shall be in a form reasonably acceptable to the County.

(e) **Documentation.** The following documentation shall be submitted to County at the time specified above:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above.

(ii) Copies of the specified endorsements for each policy.

(iii) Upon County's written request for certified copies of insurance policies, said policy copies shall be submitted within ninety (90) days of County's request.

(f) **Policy Obligations.** Lessee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(g) **Material Breach.** If Lessee, for any reason, fails to maintain insurance coverage which is required by this Lease, the same shall be deemed a material breach of this Lease. Furthermore, County may purchase the required insurance coverage, and the cost of same shall be payable by Lessee to County within thirty (30) days' of County's notice of its action to Lessee.

(h) **Coverage Amounts.** Policy limits on insurance policies regarding coverage shall be periodically increased in a commercially reasonable manner and the scope of coverage shall be periodically reviewed and modified as reasonably satisfactory to County's Risk Manager.

(i) **Verification of Coverage** Prior to the Execution Date, Lessee shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this Lease. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Lessee shall furnish County

with a new certificate of insurance and endorsements within ten (10) Work Days of each renewal of coverage or change of insurers. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by County's Risk Manager:

Risk Manager
County of Sonoma
575 Administration Drive, Room 116A
Sonoma, CA 95403

(j) **Subcontractors.** Lessee shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsement for each subcontractor.

(k) **Modification of Insurance Requirements.** The insurance requirements provided in this Lease may be modified or waived by County's Risk Manager, in writing, upon the request of Lessee if the County's Risk Manager determines such modification or waiver is in the best interest of County considering all relevant factors, including exposure to County.

(l) **Rights of Subrogation.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against County with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Lessee shall ensure that any companies issuing insurance to cover the requirements contained in this Lease agree that they shall have no recourse against County for payment or assessments in any form on any policy of insurance unless damages or losses have been caused solely or partially by the negligence or misconduct of County. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which County is named as an additional insured shall not apply to County.