

SETTLEMENT AGREEMENT AND RELEASES

THIS SETTLEMENT AGREEMENT AND RELEASES ("Settlement Agreement") is effective as of the date on which all parties have finally and fully executed this Settlement Agreement ("Effective Date"), and is entered by and among **USA WASTE OF CALIFORNIA, INC.**, a Delaware corporation, ("USA Waste"), and **CITY OF CARSON**, a municipal corporation ("City"), the **CITY COUNCIL OF THE CITY OF CARSON** ("City Council", and collectively with City, the "City Defendants"), and **WASTE RESOURCES LOS ANGELES, INC.**, a California corporation ("WRLA"), **WASTE RESOURCES, INC.**, a California corporation, ("WRI") and **WASTE RESOURCE TECHNOLOGIES, INC.**, a Delaware corporation ("WRT", and collectively with WRLA and WRI the "WRT Defendants"). USA Waste, City Defendants and WRT Defendants may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, on July 15, 2003, City granted to USA Waste a ten (10) year non-exclusive franchise for the collection, transportation and processing of solid waste from certain commercial and industrial premises in the City, titled Franchise between the City of Carson and USA Waste of California, Inc. for Integrated Commercial and Industrial Waste Management Services ("**USA Waste Commercial Franchise Agreement**"). USA Waste also held an exclusive franchise for the collection, transportation and processing of solid waste from residential premises in the City ("**USA Waste Residential Franchise Agreement**"). The USA Waste Commercial Franchise Agreement and USA Waste Residential Franchise Agreement are herein collectively referred to as the "**USA Waste Franchise Agreements**".

WHEREAS, on July 20, 2010, City and USA Waste amended the USA Waste Franchise Agreements to extend the terms of those agreements to the period ending on June 30, 2018 ("**Amended USA Waste Franchise Agreement**").

WHEREAS, USA Waste owns and operates the Carson Materials Recovery Facility /Transfer Station located at 135-401 Francisco Street, 19803-19809 Main Street, 19821 Main Street and 19831 Main Street, Carson, CA 90745 ("**Transfer Station**"), which is permitted to receive, process, and arrange for disposal and transport of municipal solid waste. The Transfer Station is legally described and depicted in Exhibit "A" hereto. USA Waste and City had an agreement in place titled "Solid Waste and Green Waste Processing, Recycling and Transportation Agreement," dated July 15, 2003, together with the First and Second Amendments thereto, for processing, recycling and transportation of solid waste and green waste at the Transfer Station. Said agreement terminated on December 27, 2013. Thereafter, City and USA Waste did not agree to an extension of this agreement.

WHEREAS, prior to the Effective Date of this Settlement Agreement, the City and USA Waste had engaged in negotiations for the upgrade and improved operation of the

Transfer Station. USA Waste implemented upgrades and operational changes at the Transfer Station, which were approved by the City. However, there remain outstanding disputes regarding the Transfer Station, which are described as follows and shall be collectively referenced herein as “Transfer Station Dispute”:

- A. City and USA Waste dispute the expiration or termination date of the Transfer Station’s conditional use permit No. 391-92 and zoning and general plan designations associated with the Transfer Station;
- B. City and USA Waste dispute whether additional permit fees are allegedly owed to the City relating to the operations of the Transfer Station under Carson Municipal Code §63153 or otherwise; and
- C. City and USA Waste dispute whether any activities at the Transfer Station have resulted in or caused any nuisance due to odors or otherwise.

WHEREAS, on or about July 18, 2017, City posted a notice that the City would be receiving proposals in response to the City’s request for proposals (RFP P171-19) from qualified solid waste companies to provide solid waste collection, transportation, recycling, and disposal services with the intent to enter into an exclusive franchise agreement for residential and commercial solid waste management services. RFP P171-19 was published on or about July 20, 2017 (“RFP”).

WHEREAS, WRI, submitted a proposal to provide solid waste collection, transportation, recycling, and disposal services to City in response to the RFP (“WRI’s RFP Proposal”).

WHEREAS, USA Waste, submitted a proposal to provide solid waste collection, transportation, recycling, and disposal services to City in response to the RFP (“USA Waste’s RFP Proposal”).

WHEREAS, following an initial review and comparison of the proposals submitted in response to the RFP, City selected four (4) proposers, including WRI and USA Waste, to participate in an oral interview with an ad-hoc committee of designated City staff and elected officials.

WHEREAS, on or about December 5, 2017, the City Council authorized the City Manager to enter into negotiations with WRI to enter into an exclusive franchise agreement for residential and commercial solid waste handling services (“Contract Award”).

WHEREAS, on March 15, 2018, City and WRT entered into that certain *EXCLUSIVE FRANCHISE AGREEMENT FOR PROVISION OF SOLID WASTE HANDLING SERVICES* (“WRT Franchise Agreement”).

WHEREAS, on March 15, 2018, USA Waste filed a Verified Petition for Writ of Mandate or Other Extraordinary Relief and Complaint for Declaratory Relief (“RFP

Action") against City and WRLA, captioned *USA WASTE OF CALIFORNIA, INC., dba Waste Management L.A. Metro Hauling, a Delaware corporation v. CITY OF CARSON, a municipal corporation; City council of the City of Carson and Does 1 through 100, inclusive and named Waste Resources of Los Angeles, Inc., a California corporation as an Real Party in interest*, Los Angeles Superior Court Case No. BS172744.

WHEREAS, on March 26, 2018 USA Waste informed the City and representatives of WRT of USA Waste's intent to exercise its statutory continuation rights pursuant to Public Resource Code Section 49520. On April 4, 2018 USA Waste gave City formal written notice that it would be exercising "its continuation rights provided under Public Resource Section 49520 to continue providing solid waste handling services to commercial and industrial premises in the City" ("**Continuation Rights Claim**").

WHEREAS, on or about May 22, 2018 USA Waste filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive relief against the City and WRT, captioned *USA WASTE OF CALIFORNIA, INC., dba Waste Management L.A. Metro Hauling, a Delaware corporation v. CITY OF CARSON, and named WRT and WRI as Real Parties in Interest*, Los Angeles Superior Court Case No. BS173645, ("**Continuation Rights Action**").

WHEREAS, on or about April 5, 2018 the City issued legislative subpoenas to USA Waste, Darrell Kato, Doug Corcoran, Bill Higginbotham, and Sandra Ruiz. The legislative subpoenas sought the appearance and production of business records from Darrell Kato, Doug Corcoran, Bill Higginbotham, and Sandra Ruiz and sought the production of business records from USA Waste ("**City Subpoenas**"). USA Waste objected to the subpoenas and produced all non-privileged documents that were not otherwise subject to USA Waste's objections.

WHEREAS, on or about November 15, 2018 the City filed a Cross-Complaint against USA Waste captioned *CITY OF CARSON, a municipal Corporation, Cross-Complainant, v. USA WASTE OF CALIFORNIA, INC., dba Waste Management, L.A. Metro Hauling, a Delaware corporation; and Does 1 to 20, Cross-Defendants*, Superior Court of the State of California County of Los Angeles, Central District, Case No. BS173645 for Declaratory and Injunctive Relief (the "**City Cross-Complaint**").

WHEREAS, pursuant to the terms and conditions set forth below, USA Waste, City Defendants and WRT Defendants, and each of them, desire to resolve the claims alleged in the RFP Action, the Continuation Rights Action, and the City Cross-Complaint (collectively the "**Litigation**") as well as any and all claims related to the City Subpoenas and the Transfer Station Dispute (collectively the "**Other Disputes**") and to release any other claims, damages, or causes of action that any Party may have against any other Party as of the Effective Date of this Settlement Agreement arising out of, connected to, or in any way related to the Litigation and/or the Other Disputes; and further acknowledge and agree that this Settlement Agreement is entered into after arms-length negotiations and is substantively and procedurally fair.

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. **SETTLEMENT PAYMENT.** WRT shall pay USA Waste a total of One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00) as follows:

- 1.1. One (1) initial payment of One Million Dollars and 00/100 (\$1,000,000.00) shall be paid so that it is received by USA Waste on or before 12: 00 p.m. PST on December 31, 2019; and
- 1.2. One (1) subsequent payment of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid so that it is received by USA Waste on or before 12:00 p.m. PST on December 31, 2020.

2. **CONTINUATION RIGHTS.** The entirety of USA Waste’s Continuation Rights Claim and the USA Waste Commercial Franchise Agreement shall expire on 11:59 p.m. PST on December 31, 2019. USA Waste shall, under its Continuation Rights Claim, and with full concurrence and agreement of all Parties, continue to provide commercial waste hauling services to its current commercial and industrial customers in the City of Carson through 11:59 p.m. PST on December 31, 2019 pursuant to the terms and conditions of the USA Waste Commercial Franchise Agreement, unless otherwise agreed to in writing by the Parties.

3. **TRANSITION OF SERVICES.** As more fully described below, USA Waste shall work in good faith to assist WRT in an orderly transition of USA Waste’s commercial and industrial customers in the City of Carson to WRT.

3.1. **Commercial Customer Data.** The obligations of USA Waste contained in this Section 3.1 are limited to information: (i) in its possession; (ii) relating to its then existing commercial and industrial customers in the City of Carson; and (iii) identified in Exhibit B to this Settlement Agreement (“**Commercial Customer Data**”). Within six (6) business days after the Effective Date of this Settlement Agreement, USA Waste shall provide WRT with an electronic Microsoft Excel file containing its Commercial Customer Data. On December 13, 2019 USA Waste shall provide WRT with an electronic Microsoft Excel file containing its then current and updated Commercial Customer Data. On December 31, 2019, USA shall provide WRT with an electronic Microsoft Excel file containing any changes to the Commercial Customer Data that occurred between the December 13, 2019 and December 30, 2019.

3.2. **Access Authorization.** USA Waste shall work in good faith to obtain any customer approvals, if required, to transfer means of access or access authorizations to WRT, and shall work in good faith to provide WRT with the name and contact

information for any commercial or industrial customer that refuses to provide such authorization.

3.3. **Container Exchange.** USA Waste shall cooperate in good faith with WRT in scheduling exchanges of USA Waste's containers with WRT's containers so as to minimize any adverse effect on commercial customers.

4. **DISPOSAL AGREEMENT.** As a condition precedent to the effectiveness of this Settlement Agreement, USA Waste and WRT must execute that certain "Disposal Agreement," in a form substantially similar to that unsigned and redacted copy, attached to this Settlement Agreement as Exhibit C, no later than five (5) business days after the Effective Date of this Settlement Agreement.

5. **AMENDMENT TO WRT FRANCHISE AGREEMENT.** As a condition precedent to the effectiveness of this Settlement Agreement, City and WRT must execute the First Amendment to Exclusive Franchise Agreement Between City of Carson and Waste Resource Technologies, Inc. for Integrated Solid Waste Management Services ("First Amendment To Franchise Agreement"), an unsigned copy of which is attached to this Settlement Agreement as Exhibit D. WRT shall execute said agreement, no later than five (5) business days after the Effective Date of this Settlement Agreement. Upon WRT's execution of the First Amendment to Franchise Agreement, the City Manager shall schedule approval of the First Amendment to Franchise Agreement as an action item for City Council approval at the next regularly-scheduled legislative body meeting, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963.

6. **TRANSFER STATION AGREEMENT.** As a condition precedent to the effectiveness of this Settlement Agreement, USA Waste and City must execute that certain agreement entitled Carson Transfer Station Improvements and Operations Agreement ("Transfer Station Agreement") an unsigned copy of which is attached to this Settlement Agreement as Exhibit E. USA Waste shall executed said agreement no later than five (5) business days after the Effective Date of this Settlement Agreement. Upon USA Waste's execution of the Transfer Station Agreement, the City Manager shall schedule approval of the Transfer Station Agreement as an action item for City Council approval at the next regularly-scheduled legislative body meeting, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963.

7. **DISMISSAL OF THE LITIGATION.** Not later than ten (10) business days after the Effective Date of this Settlement Agreement, the Disposal Agreement, the First Amendment to Franchise Agreement, and the Transfer Station Agreement, whichever is later, USA Waste and the City shall file requests for dismissal, with prejudice, of the Litigation and with each Party to this Settlement Agreement to bear its own attorneys', consultants' fees, and costs incurred in, or as a result of, the Litigation and Other Disputes (excepting to the extent specified in any agreement by and between WRT Defendants and

the City for cost-sharing and allocation of attorneys' fees related to the Litigation and Other Disputes).

8. **RELEASES.** For avoidance of doubt and without limiting the scope of the waiver of Civil Code Section 1542 in Section 9, the releases set forth below do not apply to claims, duties, obligations, acts, omissions, or causes of action that will occur, arise or mature, or which will first become legally actionable, whether known or unknown, on or after the Effective Date of this Settlement Agreement.

8.1. **Releases By USA Waste to City Defendants.** Excepting only the obligations or limitations imposed by this Settlement Agreement, and the Transfer Station Agreement, USA Waste, on behalf of itself and its directors, officers, agents, subsidiaries, affiliates, successors, shareholders, partners, investors, attorneys and assigns and all persons acting by, through, under, or in concert with it, does hereby fully and forever release and discharge City and its elected and appointed public officials, officers, employees, boards, departments, and agents, including, but not limited to, each and all of them and (as the case may be) and each of their respective associates, predecessors, successors, heirs, assignees, agents, directors, officers, employees, representatives, lawyers, and all persons acting by, through, under or in concert with them (collectively "City Releasees"), and each of them, from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, demands, assessments, damages, losses, costs or expenses (including attorneys' fees and consultant fees), of any nature whatsoever, known or unknown, fixed or contingent, and which USA Waste now owns or holds or has at any time heretofore owned or held as against the City Releasees, and each of them, arising out of, relating to, or resulting, either directly or indirectly from the USA Waste Franchise Agreements, the RFP, WRT's RFP Proposal, City's interview and evaluation process relating to the RFP, the Contract Award, the WRT Franchise Agreement, the Litigation and the Other Disputes (collectively "City Released Matters").

8.2. **Releases By USA Waste to WRT Defendants.** Excepting only the obligations or limitations imposed by this Settlement Agreement and the Disposal Agreement, USA Waste on behalf of itself and its directors, officers, agents, subsidiaries, affiliates, successors, shareholders, partners, investors, attorneys and assigns and all persons acting by, through, under, or in concert with it, does hereby fully and forever release and discharge WRT Defendants and each of their directors, officers, agents, subsidiaries, affiliates, successors, shareholders, partners, investigators, attorneys and assigns (collectively "WRT Releasees"), and each of them, from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, demands, assessments, damages, losses, costs or expenses (including attorneys' fees and consultant fees), of any nature whatsoever, known or unknown, fixed or contingent, and which USA Waste now owns or holds or has at any time heretofore owned or held as against the WRT Releasees, and each of them, arising out of, relating to, or resulting, either directly or indirectly from the USA Waste Franchise Agreements, the RFP, WRT's RFP Proposal, City's interview and

evaluation process relating to the RFP, the Contract Award, the WRT Franchise Agreement, the Litigation (collectively “WRT Defendants Released Matters”).

8.3. Releases By City Defendants to USA Waste. Excepting only the obligations or limitations imposed by this Settlement Agreement and the Transfer Station Agreement, City Defendants, and each of them, on behalf of themselves and their elected and/or appointed public officials, officers, employees, boards, departments, agents, employees, representatives, lawyers, and all persons acting by, through, under or in concert with them, hereby fully and forever release and discharge USA Waste and its directors, officers, employees, agents, subsidiaries, parent company(s), affiliates, successors, predecessors, shareholders, partners, investigators, representatives, attorneys and assigns, both past and present (collectively “USA Waste Releasees”), and each of them, from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, demands, assessments, damages, losses, costs or expenses (including attorneys’ fees and consultant fees), of any nature whatsoever, known or unknown, fixed or contingent, and which City Defendants, and each of them, now own or hold or have at any time heretofore owned or held as against the USA Waste Releasees, and each of them, arising out of, relating to, or resulting, either directly or indirectly from, the USA Waste Franchise Agreements, the RFP, WRT’s RFP Proposal, City’s interview and evaluation process relating to the RFP, the Contract Award, the WRT Franchise Agreement, the Litigation and the Other Disputes (“USA Waste Released Matters by City”).

8.4. Releases By WRT Defendants to USA Waste. Excepting only the obligations or limitations imposed by this Settlement Agreement and the Disposal Agreement, WRT Defendants, and each of them, on behalf of themselves and their directors, officers, agents, subsidiaries, affiliates, successors, shareholders, partners, investors, attorneys and assigns and all persons acting by, through, under or in concert with them, do hereby fully and forever release and discharge USA Waste and each of its directors, officers, agents, subsidiaries, affiliates, successors, shareholders, partners, investigators, attorneys and assigns (collectively “USA Waste Releasees”), and each of them, from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, demands, assessments, damages, losses, costs or expenses (including attorneys’ fees and consultant fees), of any nature whatsoever, known or unknown, fixed or contingent, and which WRT Defendants now own or hold or have at any time heretofore owned or held as against the USA Waste Releasees, and each of them, arising out of, relating to, or resulting, either directly or indirectly from the USA Waste Franchise Agreements, the RFP, WRT’s RFP Proposal, City’s interview and evaluation process relating to the RFP, the Contract Award, the WRT Franchise Agreement, and the Litigation (collectively “USA Waste Released Matters by WRT Defendants”).

9. CIVIL CODE SECTION 1542. Exclusively in furtherance of the releases set forth in Section 8 of this Settlement Agreement, the Parties expressly waive any and

all rights and benefits conferred upon them by the provisions of Section 1542 of California Civil Code or similar provisions of applicable law which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Parties acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties also expressly (i) waive their rights to rescind any of the foregoing releases and (ii) acknowledge that each of the foregoing releases and waivers is an independent covenant, the consideration for which is the giving of the other releases and waivers. The Parties expressly consent that the releases and waivers provided for in this Settlement Agreement shall be given full force and effect in accordance with each and all of the express terms and provisions of this Settlement Agreement.

10. GENERAL PROVISIONS

10.1. Time. Time is of the essence in the performance of this Settlement Agreement.

10.2. No Admission, Denial of Liability. The Parties enter into the Disposal Agreement, the Transfer Station Agreement, the First Amendment To Franchise Agreement and this Settlement Agreement to resolve the disputes between them and therefore acknowledge that the obligations assumed under these agreements are not intended to be, and shall not be construed as, an admission of liability by any Party related to the Litigation and/or the Other Disputes. No provision in any of these agreements, nor any acceptance of the benefits thereof by or on behalf of any of the Parties hereto shall be construed or deemed to be evidence of an admission of fact, matter, thing or liability of any kind to any other Party with respect to any dispute that any of them may now or in the future have with each other or with any other person or entity related to the Litigation and/or the Other Disputes. Each of the Parties denies any liability of any kind to any other Party for any purpose, and these agreements are made solely and entirely as a compromise and for the purpose of fully and finally resolving all of the disputed matters that have accrued as of the Effective Date hereof and are thus released herein. Neither the Disposal Agreement, the First Amendment to Franchise Agreement, the Transfer Station Agreement, nor this Settlement Agreement, nor any terms thereof, shall be offered or received as evidence in any proceeding in any forum as an admission of any liability or wrongdoing on the part of any of the Parties to these agreements.

10.3. Representations and Warranties. The Parties, and each of them, warrant that they have fully read and understand this Settlement Agreement and the attachments hereto, and that they have received independent legal advice from each of their respective attorney(s) as to the effect and import of its provisions. The Parties, and each of them, warrant that they understand and fully agree to the provisions of this

Settlement Agreement, and that no promise or inducement has been offered except as set forth in this Settlement Agreement. The Parties, and each of them, warrant that the designated representative executing this Settlement Agreement have full legal authority to enter into this Settlement Agreement, and to perform all other obligations as specified herein. The Parties, and each of them, acknowledge that this Settlement Agreement will have a final and binding effect and that by executing this Settlement Agreement, they may be giving up legal rights.

10.4. Beneficiaries, Successors and Assigns. This Settlement Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Parties, for themselves and their respective successors, permitted assigns and legatees, shall join in or execute any instruments and to do any other act or thing reasonably necessary or proper to carry out the intent of this Settlement Agreement.

10.5. Entire Agreement. This Settlement Agreement and the exhibits hereto contain the entire and exclusive agreements between the Parties pertaining to terms of this Settlement Agreement. The terms of this Settlement Agreement are contractual and not a mere recital. No Party has been induced to enter into this Settlement Agreement by, nor is any Party relying on, any representation, promise, agreement or warranty that is not expressly set forth in the Transfer Station Agreement, the First Amendment to the Franchise Agreement, the Disposal Agreement, and/or this Settlement Agreement. Any prior agreements, draft agreements, settlement communications, negotiation communications, and understandings, oral statements and writings, related to the matters set forth in this Settlement Agreement and the exhibits hereto are expressly nullified hereby and are of no further force or effect.

10.6. Amendments. No terms or conditions of this Settlement Agreement can be varied or modified by any prior or subsequent statement, conduct or act of either Party, except that the Parties may supplement, amend, or modify this Settlement Agreement by a subsequent written agreement executed by the Parties through their authorized representatives.

10.7. Severability. If any portion, word, clause, phrase, sentence or paragraph of this Settlement Agreement is declared void or unenforceable, then such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

10.8. Headings. Headings at the beginning of each numbered section of this Settlement Agreement are solely for the convenience of the Parties and are not a substantive part of this Settlement Agreement.

10.9. Construction of this Agreement. The terms and language of this Settlement Agreement were the result of negotiations between the Parties and, as a result, there shall be no presumption that ambiguities, if any, in this Settlement Agreement shall be resolved against any Party. Any controversy over the construction of this Settlement

Agreement shall be decided mutually and without regard to events of authorship or negotiations.

10.10. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Settlement Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Settlement Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

10.11. Counterparts. This Settlement Agreement may be executed in counterparts. Each counterpart shall be deemed to be an original. All counterparts shall constitute but a single Settlement Agreement. Facsimile signatures and signatures submitted via electronic mail shall be deemed original signatures and shall be binding on the Parties.

10.12. Venue. Any legal action, suit or proceeding arising out of or relating to this Settlement Agreement may only be brought in the Superior Court for the State of California, County of Los Angeles, or the United States District Courts for the Central District of California, and each Party submits to the jurisdiction of any such court in any such action, suit or proceeding. The Parties irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Settlement Agreement in the courts set forth above, and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

10.13. Choice of law. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to its conflict of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Effective Date set forth above.

ATTEST:

Donesia Gause,
CMC, City Clerk

DATE: _____

APPROVED AS TO FORM:

By: _____
Sunny K. Soltani, City Attorney

DATE: _____

CITY OF CARSON, a California municipal corporation

By: _____
_____, Mayor of Carson

DATE: _____

WASTE RESOURCE TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name:
Title:

DATE: _____

By: _____
Name:
Title:

DATE: _____

WASTE RESOURCES, INC., a California corporation

By: _____
Name:

Title:

DATE: _____

By: _____

Name:

Title:

DATE: _____

WASTE RESOURCES LOS ANGELES, INC.,
a California corporation

By: _____

Name:

Title:

DATE: _____

By: _____

Name:

Title:

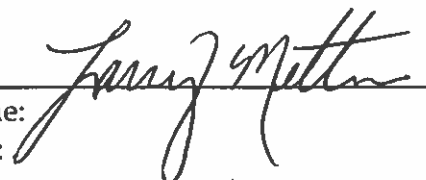
DATE: _____

USA WASTE OF CALIFORNIA, INC., a
Delaware corporation

By: _____

Name:

Title:



DATE: _____

9/12/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 9/12/19 2018 before me, Lucy Fraser personally appeared LARRY MEYER proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature:

[Handwritten signature]

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual, Corporate Officer checkboxes

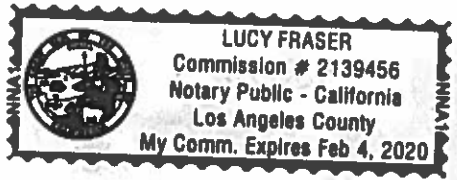
TITLE(S)

- Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other checkboxes

DESCRIPTION OF ATTACHED DOCUMENT

Title or type of document, Number of pages, Date of document, Signer(s) other than named above

SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY (IES))



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	NUMBER OF PAGES
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	DATE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
- _____

TITLE(S)

- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY (IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
- _____

TITLE(S)

- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT A

CARSON TRANSFER STATION - LEGAL DESCRIPTION



The Land referred to in the Application is described as follows:
THE LAND IS DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHEAST CORNER OF LOT 96 OF TRACT NUMBER 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY 175.17 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT DISTANT 820 FEET EASTERLY THEREON FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE PARALLEL WITH THE WEST LINE OF SAID LOT NORTHERLY 50 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT, 172.69 FEET, MORE OR LESS TO THE WEST LINE OF MAIN STREET; AND THENCE SOUTHERLY 50.06 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

PARCEL 2

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 96, DISTANT 70 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, A DISTANCE OF 245.82

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DESCRIPTION (CONT'L)

FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 250 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, A DISTANCE OF 122.91 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF LOT 96, A DISTANCE OF 122.91 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 200 FEET TO THE POINT OF BEGINNING.

PARCEL 3

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 334.55 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 410 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT, A DISTANCE OF 88.73 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEEDS RECORDED IN BOOK 9961 PAGE 62 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND THE WESTERLY PROLONGATION THEREOF; A DISTANCE OF 390 FEET FEET MORE OR LESS TO THE EASTERLY LINE OF THE WESTERLY 20 FEET OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 245.82 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PARCEL 4

THE EAST 50 FEET OF THE WEST 70 FEET OF THE SOUTH 245.82 FEET OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED MAY 23, 1931, AS INSTRUMENT NO. 1148 IN BOOK 10856, PAGE 219, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAST MENTIONED LAND A DISTANCE OF 245.82 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 96; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF THE LAND IN THE DEED TO RALPH S. TUFENKIAN AND WIFE, RECORDED FEBRUARY 26, 1971, AS INSTRUMENT NO. 284 IN BOOK D-4980 PAGE 284, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO RALPH S. TUFENKIAN AND WIFE, RECORDED MAY 4, 1971, AS INSTRUMENT NO. 23 IN BOOK D-5046 PAGE 154, OF SAID OFFICIAL RECORDS; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED TO THE NORTHEAST CORNER THEREOF; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL 6

THAT PORTION OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE

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DESCRIPTION (CONT'D)

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 96, DISTANT EASTERLY THEREON 820 FEET FROM THE NORTHWEST CORNER OF SAID LOT; SAID POINT BEING THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED RECORDED IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 68.73 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK D-3850 PAGE 236 OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAND, A DISTANCE OF 160.99 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 70.085 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED RECORDED IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED DEED A DISTANCE OF 165.45 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE LAND SO DESCRIBED IN SAID LAST MENTIONED DEED AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 70 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 7

THE WESTERLY 75.00 FEET OF THAT PORTION OF SAID LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 245.82 FEET; THENCE EASTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 470.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY, PARALLEL WITH SAID WESTERLY LINE 245.82 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT ALONG SAID SOUTHERLY LINE, 100.00 FEET EASTERLY FROM THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN AN OPTION TO PURCHASE, ETC., RECORDED FEBRUARY 19, 1934 AS INSTRUMENT NO. 725 IN BOOK 12560 PAGE 283, OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE 150.00 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 3, IN DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED MAY 23, 1931 AS INSTRUMENT NO. 1148 IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 3, 245.82 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 3; THENCE WESTERLY, PARALLEL WITH SAID NORTHERLY LINE, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 96; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 96, A DISTANCE OF 245.82 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 545 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND DESCRIBED IN THE DEED TO RALPH S. TUFENKIAN AND WIFE, RECORDED ON FEBRUARY 26, 1971 AS DOCUMENT NO. 284 IN BOOK D-4980 PAGE 284 OFFICIAL RECORDS OF SAID COUNTY; BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAND OF TUFENKIAN TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 50.00 FEET (MEASURED AT RIGHT ANGLES) FROM A LINE THAT IS PARALLEL WITH NORTHERLY LINE OF SAID LOT 96 AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SECOND MENTIONED PARALLEL LINE, 70.00 FEET; THENCE

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NORTHERLY PARALLEL WITH SAID EASTERLY LINE, TO SAID PARALLEL LINE WHICH PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 9

THAT PORTION OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 96 DISTANT EASTERLY THEREON 620 FEET FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 245.82 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 100 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 245.82 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY 100 FEET TO THE POINT OF BEGINNING.

PARCEL 10A

THAT PORTION OF LOT 96, OF TRACT 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 96; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 122.91 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 320 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EASTERLY, PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE NORTHERLY, PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10B

THE WESTERLY 100 FEET OF THAT PORTION OF LOT 96, OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 3, IN THE DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED ON MAY 23, 1931 IN BOOK 10856, PAGE 219, OFFICIAL RECORDS, AS INSTRUMENT NO. 1148, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 96, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN AN OPTION TO PURCHASE, ETC. BETWEEN JOHN W. COUNTS AND ADA F. COUNTS, FIRST PARTY, AND GEORGE GETTS, JR., SECOND PARTY, RECORDED ON FEBRUARY 19, 1934 IN BOOK 12560, PAGE 283 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 725; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE LAND LAST DESCRIBED A DISTANCE OF 122.91 FEET, MORE OR LESS, TO THE NORTHERLY CORNER OF SAID LAST MENTIONED LAND; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARY UNTERKIRCHNER, RECORDED ON APRIL 22, 1930 IN BOOK 9961, PAGE 62 OF SAID OFFICIAL RECORDS, TO AND ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO FRANK CYR, RECORDED ON JANUARY 6, 1930 IN BOOK 9579, PAGE 203 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 799, TO AND ALONG THE SOUTHERLY LINE AND ITS EASTERLY PROLONGATION OF THE LAND DESCRIBED IN THE DEED TO

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DESCRIPTION (CONT'D)

MARAGRET I. DODGE, RECORDED ON FEBRUARY 21, 1924 IN BOOK 12582, PAGE 293 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 729, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID PARCEL 3 OF THE LAND OF WEST AND WIFE; THENCE SOUTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE, A DISTANCE OF 122.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 10C

THAT PORTION OF LOT 96, OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

AT THE SOUTHWEST CORNER OF SAID LOT 96; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 96, 245.82 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 96, 370 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, 122.91 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 100 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, 122.91 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 96, 100 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 11

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT EASTERLY THEREON 320 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE 50 FEET TO A SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO RAYMOND E. PERRY, RECORDED ON JUNE 4, 1948, AS INSTRUMENT NO. 537, IN BOOK 27382 PAGE 232, OFFICIAL RECORDS; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID LAND 122.91 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 122.91 FEET TO THE POINT OF BEGINNING.

PARCEL 12

THE NORTHERLY 45.82 FEET OF THE SOUTHERLY 145.82 FEET, EXCEPT THE WESTERLY 820 FEET OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALL DISTANCES MEASURED ON THE WESTERLY AND SOUTHERLY LINES.

PARCEL 13A

THAT PORTION OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT DISTANT EASTERLY 410 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 410 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED ON MAY 23, 1931, AS INSTRUMENT NO. 1148 IN BOOK 10856 PAGE 219 OFFICAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND OF WEST AND ITS SOUTHERLY PROLONGATION 88.73 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 1, OF THE DEED LAST MENTIONED; THENCE WESTERLY

DESCRIPTION (CONTD)

ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE DESCRIBED IN SAID LAST MENTIONED 410 FEET TO A LINE THAT IS PARALLEL WITH THE WESTERLY LINE OF SAID LOT AND PASSED THROUGH POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 88.73 FEET TO THE POINT OF BEGINNING.

PARCEL 13B

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 TO 31 OF MAPS, IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 265.82 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 820 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 68.73 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY THEREON 158.56 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 68.79 FEET TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID PARALLEL LINE, 160.99 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXHIBIT B
COMMERCIAL CUSTOMER DATA

Commercial Customer Data

The preferred information requested below is limited to information that is (i) in USA Wastes possession; and (ii) relating to its then existing commercial and industrial customers in the City of Carson.

1. For each Cart Customer
 - a. Name
 - b. Billing Address, including unit number and zip code
 - c. Service Address, including unit number and zip code
 - d. Customer Contact Name
 - e. Contact Phone Number
 - f. Contact Email Address:
 - g. Is Scout Service Provided
 - h. Gate or Enclosure Access Information (i.e., codes, keys, remotes, etc.)
 - i. Quantity, size and current day(s) of service of Trash Carts
 - j. Quantity, size and current day(s) of service of Organic Carts
 - k. Quantity, size and current day(s) of service of Recyclable Carts

2. For each Bin Customer
 - a. Name
 - b. Billing Address, including unit number and zip code
 - c. Service Address, including unit number and zip code
 - d. Customer Contact Name
 - e. Contact Phone Number
 - f. Contact Email Address:
 - g. Is Scout Service Provided
 - h. Gate or Enclosure Access Information (i.e., codes, keys, remotes, etc.)
 - i. Quantity, size and current day(s) of service of Trash Bins
 - j. Quantity, size and current day(s) of service of Organic Bins
 - k. Quantity, size and current day(s) of service of Recyclable Bins

3. For each Bin Compactor Customer
 - a. Name
 - b. Billing Address, including unit number and zip code
 - c. Service Address, including unit number and zip code
 - d. Customer Contact Name
 - e. Contact Phone Number
 - f. Contact Email Address:
 - g. Is Scout Service Provided
 - h. Gate or Enclosure Access Information (i.e., codes, keys, remotes, etc.)
 - i. Quantity, size and current day(s) of service of Trash Bin Compactors
 - j. Quantity, size and current day(s) of service of Organic Bin Compactor
 - k. Quantity, size and current day(s) of service of Recyclable Bin Compactor

Commercial Customer Data

4. For each Roll Off Customer
 - a. Name
 - b. Billing Address, including unit number and zip code
 - c. Service Address, including unit number and zip code
 - d. Customer Contact Name
 - e. Contact Phone Number
 - f. Contact Email Address:
 - g. Quantity, size and current day(s) of service of Trash Roll Offs
 - h. Quantity, size and current day(s) of service of Organic Roll Offs
 - i. Quantity, size and current day(s) of service of Recyclables Roll Offs
 - j. Quantity, size and current day(s) of service of C&D Roll Offs

5. For each Roll Off Compactor Customer
 - a. Name
 - b. Billing Address, including unit number and zip code
 - c. Service Address, including unit number and zip code
 - d. Customer Contact Name
 - e. Contact Phone Number
 - f. Contact Email Address:
 - g. Quantity and size of Roll Off Compactor Boxes
 - h. Ownership of compactor units and compactor boxes
 - i. Is the service on-call or scheduled, and if the service is scheduled, the current day(s) of service.

6. For each container, cart, bin or roll off owned by the City of Carson
 - a. Service Address, including unit number and zip code
 - b. Is Scout Service Required
 - c. Gate or Enclosure Access Information (i.e., codes, keys, remotes, etc.)
 - d. Quantity, size and current day(s) of service of Trash Carts
 - e. Quantity, size and current day(s) of service of Organic Carts
 - f. Quantity, size and current day(s) of service of Recyclable Carts
 - g. Quantity, size and current day(s) of service of Trash Bins
 - h. Quantity, size and current day(s) of service of Organic Bins
 - i. Quantity, size and current day(s) of service of Recyclable Bins
 - j. Quantity, size and current day(s) of service of Trash Roll Offs
 - k. Quantity, size and current day(s) of service of Organic Roll Offs
 - l. Quantity, size and current day(s) of service of Recyclables Roll Offs
 - m. Quantity, size and current day(s) of service of C&D Roll Offs

EXHIBIT C
DISPOSAL AGREEMENT

**SOLID WASTE TRANSFER, HANDLING, TRANSPORTATION,
AND DISPOSAL AGREEMENT**

THIS SOLID WASTE TRANSFER, HANDLING, TRANSPORTATION, AND DISPOSAL AGREEMENT (“Disposal Agreement”) is effective as of the date on which all parties have finally and fully executed this Disposal Agreement (“**Effective Date**”), and is by and between the **WASTE RESOURCES TECHNOLOGIES, INC.**, a Delaware corporation (“**WRT**”) and **USA WASTE OF CALIFORNIA, INC.**, a Delaware corporation (“**USA Waste**”). WRT and USA Waste may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, on March 15, 2018, City and WRT entered into that certain *EXCLUSIVE FRANCHISE AGREEMENT FOR PROVISION OF SOLID WASTE HANDLING SERVICES* (“**Franchise Agreement**”);

WHEREAS, on March 15, 2018, USA Waste filed a Verified Petition for Writ of Mandate or Other Extraordinary Relief and Complaint for Declaratory Relief against City and WRLA, captioned *USA WASTE OF CALIFORNIA, INC., dba Waste Management L.A. Metro Hauling, a Delaware corporation v. CITY OF CARSON, a municipal corporation; City council of the City of Carson and Does 1 through 100, inclusive and named Waste Resources of Los Angeles, Inc., a California corporation as an Real Party in interest*, Los Angeles Superior Court Case No. BS172744 (“**RFP Action**”);

WHEREAS, on or about May 22, 2018 USA Waste filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive relief against the City and WRT, captioned *USA WASTE OF CALIFORNIA, INC., dba Waste Management L.A. Metro Hauling, a Delaware corporation v. CITY OF CARSON, and naming WRT and WRI as Real Parties in Interest*, Los Angeles Superior Court Case No. BS173645, (“**Continuation Rights Action**”);

WHEREAS, WRT currently engages in the collection of Acceptable Waste generated within the boundaries of the City of Carson, California, pursuant to the Franchise Agreement;

WHEREAS, USA Waste owns and operates a municipal solid waste transfer station and materials recovery facility located at 135-401 Francisco Street, 19803-19809 Main Street, 19821 Main Street and 19831 Main Street, Carson, California (“**Carson Transfer Station**”);

WHEREAS, USA Waste or its affiliates own, operate or contract with Class III landfills available to receive, process, or dispose of Acceptable Waste;

WHEREAS, WRT desires to deliver Acceptable Waste to the Carson Transfer Station, and USA Waste is willing to accept the Acceptable Waste for transfer, handling, transportation to, and disposal at, one of its Class III landfills, in accordance with the terms and conditions set forth herein; and

WHEREAS, USA Waste has agreed to dismiss the RFP Action and the Continuation Rights Action in exchange for the terms, conditions and obligations included in this Disposal Agreement and in the Settlement Agreement and Releases executed

concurrently herewith by and among USA Waste, WRT, CITY OF CARSON (“City”) (“**Settlement Agreement**”),

NOW, THEREFORE, based on the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the covenants and agreements contained in this Disposal Agreement, USA Waste and WRT agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used in this Disposal Agreement and not otherwise defined shall have the following meanings:

1.1. **"Acceptable Waste"** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, governmental, institutional and municipal garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes, and which are acceptable for transfer and handling at the Carson Transfer Station and for disposal at an Approved USA Waste Landfill under their applicable permits and Applicable Law. For purposes of this Disposal Agreement, Acceptable Waste does not include Unacceptable Waste, Special Waste, Bulky Waste, recyclable material, or source-separated construction and demolition waste, organic waste, food waste, green waste, manure and livestock bedding waste.

1.2. **"Antelope Valley Recycling and Disposal Facility"** or **"AVRDF"** means that certain Class III disposal facility owned and operated by an affiliate of USA Waste, located at 1200 W. City Ranch Road, Palmdale, CA.

1.3. **"Applicable Law"** means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial permits, licenses, approvals, orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and/or the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation, processing or disposal of waste, substances or materials, including, without limitation, the operation of solid waste transfer stations and disposal facilities, or which otherwise govern the performance by any of the Parties of any of their obligations under this Disposal Agreement.

1.4. **"Approved USA Waste Landfill"** means any Class III landfill owned or operated by USA Waste that has been listed as a designated disposal site in the Franchise Agreement, including AVRDF, ESL, LLRC and SVLRC.

1.5. **"Bulky Waste"** shall mean waste material that is bulky or may require special handling at the Carson Transfer Station or USA Waste Landfill, including, without limitation, furniture, tires, rugs, carpets, white goods, appliances (such as refrigerators, microwave ovens, ranges, water heaters, freezers, and other similar household appliances).

1.6. **“Carson Waste”** means any Acceptable Waste generated and collected by WRT within the City of Carson.

1.7. **“Carson Tonnage Commitment”** means all Acceptable Waste generated and collected by WRT within the City of Carson.

1.8. **“Change in Law”** means any change following the Effective Date in Applicable Law or in the interpretation or application thereof that causes any increase in: (a) capital, maintenance, operating or other costs for the Carson Transfer Station or an Approved USA Waste Landfill; and/or (b) federal, state or local government taxes, tariffs, fees, surcharges, assessments or other charges (collectively **“Taxes”**) on: (i) the receipt of solid waste by the Carson Transfer Station or an Approved USA Waste Landfill; (ii) any aspect of the operations the Carson Transfer Station or an Approved USA Waste Landfill; and/or (iii) associated with any governmental authorizations, permits or approvals for the Carson Transfer Station or an Approved USA Waste Landfill. Notwithstanding the above, Change in Law does not include any increased costs (including but not limited to capital, maintenance and/or operating costs) based on the Transfer Station Agreement and/or the Settlement Agreement.

1.9. **“Commencement Date”** means January 1, 2020, the date upon which the Parties will commence performance of their respective obligations hereunder.

1.10. **“El Sobrante Landfill”** or **“ESL”** means that certain Class III disposal facility owned and operated by USA Waste and located at 10910 Dawson Canyon Road, Corona, CA.

1.11. **“Hazardous Materials”** or **“Hazardous Waste”** mean any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation: (i) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of **“hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,”** or any words of similar import pursuant to Applicable Law. The term **“Hazardous Materials”** also includes any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, before or after the Effective Date, deemed hazardous, toxic, prohibited, limited or regulated by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

1.12. **“Host Fee”** means that fee owed by USA Waste to City pursuant to the terms of the Transfer Station Agreement for each ton of Acceptable Waste delivered to the Carson Transfer Station.

1.13. **“Lancaster Landfill and Recycling Center”** or **“LLRC”** means that certain Class III disposal facility owned and operated by an affiliate of USA Waste, located at 600 East Avenue `F`, Lancaster, CA.

1.14. “**Simi Valley Landfill and Recycling Center**” or “**SVLRC**” means that certain Class III disposal facility owned and operated by an affiliate of USA Waste, located at 2801 N. Madera Road, Simi Valley, CA.

1.15. “**Solid Waste**” or “**MSW**” has the meaning as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse.

1.16. “**Special Waste**” means waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (i) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.), (ii) waste transported in bulk tanker, (iii) liquid waste, (iv) sludge waste, (v) waste from an industrial process, (vi) waste from a pollution control process, (vii) residue and debris from the cleanup of a spill or release of chemical, or (viii) any other waste defined by Applicable Law as “Special Waste.”

1.17. “**Transfer Station Agreement**” means that certain Carson Transfer Station Agreement by and between USA Waste and City.

1.18. “**Unacceptable Waste**” means waste that: (i) is prohibited from receipt at the Carson Transfer Station or a Class III landfill by Applicable Law; (ii) is not Acceptable Waste as defined above; (iii) is or contains Hazardous Materials, Hazardous Waste, Special Waste, liquid wastes, waste that requires special handling and management due to the nature of the waste, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed hazardous by state or federal law; (iv) USA Waste reasonably believes would, as a result of or upon receipt at the Carson Transfer Station, be a violation of Applicable Law; or (v) in USA Waste’s reasonable judgment would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose it or its affiliates to potential liability.

2. **CONDITION PRECEDENT; TERM OF DISPOSAL AGREEMENT.**

2.1. **Condition Precedent.** The effectiveness of this Disposal Agreement is strictly conditioned upon the following:

2.1.1 Approval by the Carson City Council of the Carson Transfer Station, AVRDF, ESL, LLRC, and SVLRC as Designated Disposal Sites pursuant to the Franchise Agreement;

2.1.2 Dismissal of the RFP Action; and

2.1.3 Dismissal of the Continuation Rights Action.

In the event the above conditions are not met within thirty (30) days of the Effective Date, this Disposal Agreement is null and void and of no further effect ab initio.

2.2. **Term.** This Disposal Agreement shall be effective as of the Effective Date and the term of this Disposal Agreement shall begin on the Commencement Date and shall terminate at the close of business on December 31, 2022 (“**Term**”). Thereafter, this Disposal Agreement may be extended for three (3) additional years upon terms and conditions mutually agreeable to the Parties. The Parties shall engage in good faith negotiations on or before October 1, 2022 regarding the extension of the term for an additional three (3) years.

2.3. Termination. Either Party shall have the right to terminate this Disposal Agreement upon giving the other Party written notice if the other Party: (i) fails to make any payment required hereunder within ten (10) days after receiving notice of nonpayment from the non-defaulting Party; (ii) fails to comply with any Applicable Law; or (iii) defaults in the performance of any other obligation under this Disposal Agreement and fails to cure such default within thirty (30) days after receiving written notice of the default from the non-defaulting Party. However, with regard to defaults identified in (ii) and (iii) above, in the event the defaulting Party shows cause why it should be entitled to reasonable additional time to cure the default, the non-defaulting Party shall allow such additional time.

2.4. Insolvency. Notwithstanding the above, either Party may terminate this Disposal Agreement upon ten (10) days written notice, without opportunity to cure, in the event that the other Party becomes insolvent, unable or unwilling to pay its debts, files a voluntary bankruptcy petition, has a receiver appointed to manage its assets, or takes steps to liquidate its assets.

2.5. Survival. The provisions of Sections 7, 9 and 10 of this Disposal Agreement shall survive the termination or expiration of this Disposal Agreement, however brought about.

3. DELIVERY OF ACCEPTABLE WASTE.

3.1. Carson Tonnage Commitment. WRT shall deliver to the Carson Transfer Station Acceptable Waste in an amount not less than the Carson Tonnage Commitment throughout the Term of this Agreement. WRT shall use commercially reasonable efforts to deliver or cause the delivery of consistent volumes of the Carson Tonnage Commitment on a weekly basis, subject to short-term variations due to inclement weather, seasonality, equipment failure or other issues out of the control of WRT.

3.2. Additional Tonnage. WRT may deliver to the Carson Transfer Station additional tonnage of Acceptable Waste (“**Additional Tonnage**”). WRT shall provide USA Waste with at least ten (10) business days’ notice of the approximate weight of the Additional Tonnage WRT anticipates it will deliver to the Carson Transfer Station on a weekly basis. WRT shall also provide USA Waste with at least ten (10) business days’ notice if it anticipates a change of ten percent (10%) or more of the weight of the Additional Tonnage WRT anticipates it will deliver to the Carson Transfer Station on a weekly basis.

3.3. Access. USA Waste hereby grants WRT a non-exclusive license to enter the Carson Transfer Station for the sole purpose of delivering Acceptable Waste, at an area designated, and in the manner directed, by USA Waste. WRT shall comply with all rules and regulations of the Carson Transfer Station, including those relating to the use and operation of the Carson Transfer Station and the conduct of persons on the premises of the Carson Transfer Station, as the same may be amended by USA Waste from time to time, which are provided in writing to WRT. USA Waste may reject WRT’s entry into the Carson Transfer Station in the event of WRT’s failure to follow rules and regulations, which are provided to it in writing, or if USA Waste determines, in its sole discretion, that WRT’s activities on or about the Carson Transfer Station are unsafe in any manner or a violation of Applicable Law. USA Waste shall promptly address safety issues brought forward by WRT.

3.4. Delivery Hours and Turnaround Times. WRT may deliver Acceptable Waste to the Carson Transfer Station during normal business hours of operation established from time to time by USA Waste, which hours are subject to change from time to time as USA Waste deems appropriate and upon 30 days' written notice to WRT.

3.5. Waste Origin Information. WRT shall furnish USA Waste with jurisdictional information regarding the origin of the Acceptable Waste delivered to the Carson Transfer Station at least monthly as required for purposes of compliance with any Applicable Law.

4. ACCEPTANCE, TRANSFER, HANDLING, TRANSPORTATION AND DISPOSAL OF ACCEPTABLE WASTE.

4.1. Acceptance of Acceptable Waste. USA Waste shall accept, transfer, handle, transport and dispose of all Acceptable Waste delivered by WRT to the Carson Transfer Station in compliance with this Disposal Agreement and all Applicable Laws. The foregoing work shall be performed by USA Waste using its own personnel and equipment, or its subcontractors.

4.2. Weight Tickets. USA Waste shall weigh each WRT collection vehicle as it enters the Carson Transfer Station. The WRT driver shall be given one (1) copy of the weight ticket. USA Waste shall maintain the scale in accordance with the requirements of Applicable Law.

5. FEES AND RATES.

5.1. Base Fee. Subject to adjustment as set forth in Sections 5.3 and 5.4, below, WRT shall pay USA Waste a fee for each ton of Acceptable Waste it delivers to the Carson Transfer Station, and for any shortfall in meeting the Carson Tonnage Commitment, at the rates set forth in Exhibit A ("Base Fee"). The Base Fee includes all applicable Taxes, but does not include any Host Fee imposed by the City on Acceptable Waste delivered to the Carson Transfer Station and which is described in Section 5.2, below.

5.2. Host Fee. In addition to the Base Fee set forth in Section 5.1, above, and for each ton of Acceptable Waste WRT delivers to the Carson Transfer Station, WRT shall pay to USA Waste the Host Fee listed in Exhibit B.

5.3. Annual Adjustments. The rates set forth in Exhibit A shall be adjusted effective on July 1, 2021, and each July 1 thereafter during the Term by a percentage equal to the annual percentage increase in the Consumer Price Index, CUSR0000SEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, or the most similar successor index if this index is no longer published ("CPI"), by calculating the changes in the CPI between March of the year of the rate adjustment and March of the preceding year.

5.4. Fee Adjustments Due To Government Surcharges, Taxes or Fees. The rates set forth in Exhibit A may be increased at any time by USA Waste to enable USA Waste to recover the per ton increased fees or costs resulting from any new or increased federal, state or local government surcharges, taxes or fees imposed on the disposal of Acceptable Waste on a per ton basis occurring subsequent to the Effective Date. USA

Waste shall promptly notify WRT in writing of any Change in Law, and provide WRT with ninety (90) days' notice of any proposed associated fee increase.

6. PAYMENT FOR SERVICES.

6.1. Invoices. USA Waste shall invoice WRT on a regular basis for all Acceptable Waste delivered to the Carson Transfer Station during the prior calendar month and for any shortfall in meeting the Carson Tonnage Commitment. The weight tickets described in Section 4.2, above, less the weight of any Unacceptable Waste rejected by USA Waste pursuant to Section 7, below, shall determine weight for purposes of invoicing. Payment will be due and payable within thirty (30) days of receipt of the invoice. Late payments shall be subject to a late fee of one and one-half percent (1½%) per month, or the highest rate of interest allowed under Applicable Law, whichever is less. In the event WRT disputes any portion of an invoice, it shall pay the undisputed portion in accordance with this Section and shall pay any remaining portion within fifteen (15) days of the resolution of the dispute.

6.2. No Rights of Set-off. WRT's obligation to make payments to USA Waste shall not be subject to any set-off, abatement, counterclaim, or the existence of a dispute for any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of WRT hereunder, but this provision shall not limit any other recourse that may be available to WRT.

6.3. Suspension for Late Payment. In addition to any other rights or remedies that USA Waste has under this Disposal Agreement or Applicable Law, USA Waste shall have the right in its sole discretion to suspend services and refuse delivery of Acceptable Waste from WRT under this Disposal Agreement in the event any undisputed amount due on any particular invoice remains unpaid for more than forty-five (45) days after the undisputed amount became due. USA Waste shall not be obligated to reinstate services and accept delivery of Acceptable Waste from WRT under this Disposal Agreement until and unless WRT has made a payment in full of all outstanding amounts due and/or invoices at the time of reinstatement.

7. UNACCEPTABLE WASTE.

7.1. Delivery of Unacceptable Waste. In the event WRT delivers Unacceptable Waste to the Carson Transfer Station, WRT, upon written or verbal notification thereof by USA Waste (which must be given not later than the end of the second business day following the date on which the delivery of Unacceptable Waste is made), shall take immediate measures to remove the Unacceptable Waste for proper handling, processing or disposal at its own expense. If the Unacceptable Waste is not removed within one (1) business day from receipt of notice, USA Waste shall have the right and authority to remove, handle, process or dispose of the Unacceptable Waste, and WRT shall reimburse USA Waste for its reasonable costs related to the delivery of Unacceptable Waste. WRT shall indemnify and hold USA Waste harmless from and against any and all loss, cost, damage, suit, liability, claim, settlement cost and expense (including, but not limited to, reasonable investigation and legal expenses) as incurred arising, caused by, or resulting from WRT's delivery of or failure to remove Unacceptable Waste as provided above.

7.2. Prompt Reporting of Unacceptable Waste. WRT shall promptly report to USA Waste any information that the waste delivered to the Carson Transfer Station, or any constituents or components thereof, constitutes Unacceptable Waste or presents or may present a threat to human health or the environment which information was not disclosed to USA Waste prior to the unloading of the waste at the Carson Transfer Station.

7.3. Weight Tickets. USA Waste shall weigh each vehicle used to remove Unacceptable Waste as it exits the Carson Transfer Station. USA Waste shall provide WRT with a copy of a weight ticket for any vehicle used to remove Unacceptable Waste. USA Waste shall maintain the scale in accordance with the requirements of Applicable Law.

8. COMPLIANCE WITH APPLICABLE LAW. The Parties shall comply with Applicable Law and maintain all required permits at all times throughout the Term, and shall obtain and maintain any permits, licenses, or approvals which are required for the performance of their respective obligations under this Disposal Agreement.

9. TITLE AND RISK OF LOSS.

9.1 Acceptable Waste. Title, risk of loss and all other incidents of ownership of Acceptable Waste delivered by WRT to the Carson Transfer Station, shall transfer from WRT to USA Waste upon the delivery, unloading, inspection and acceptance of such Acceptable Waste by USA Waste.

9.2 Unacceptable and Rejected Waste. Title, risk of loss and all other incidents of ownership of Unacceptable Waste delivered by WRT to the Carson Transfer Station shall at no time be transferred to USA Waste, and shall at all times remain with WRT.

10. INDEMNITY.

10.1. WRT Indemnity. WRT shall defend, indemnify and hold USA Waste and its parent companies, partners, members, subsidiaries and affiliates, and the officers, directors, shareholders, employees, successors and assigns harmless from and against any and all losses, costs, damages, suit, liabilities, claims, settlement costs and expenses and disbursements including, but not limited to, reasonable legal fees and expenses, arising out of, caused by, or resulting from any negligent or willful act or omission, violation of Applicable Law, or breach of this Disposal Agreement, by WRT, or its agents, employees or subcontractors, in the course of performing its obligations pursuant to this Disposal Agreement. This obligation shall survive termination of this Disposal Agreement.

10.2. USA Waste Indemnity. USA Waste shall defend, indemnify and hold WRT and its parent companies, partners, members, subsidiaries and affiliates, and the officers, directors, shareholders, employees, successors and assigns harmless from and against any and all losses, costs, damages, suits, liabilities, claims, settlement costs and expenses and disbursements including, but not limited to, reasonable legal fees and expenses, arising out of, caused by, or resulting from any negligent or willful act or omission, violation of Applicable Law, or breach of this Disposal Agreement, by USA Waste, or its agents, employees or subcontractors, in the course of performing its obligations pursuant to this Disposal Agreement.

Agreement. Notwithstanding the above, the foregoing indemnification does not apply with respect to matters arising from the delivery of or failure to remove Unacceptable Waste.

11. INSURANCE.

11.1. Each Party shall furnish to the other, upon request, certificates attesting to the existence of the following insurance:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 Each Occurrence
General Liability, including Bodily Injury, Property Damage and Contractual Liability	\$3,000,000 Combined Single Limit, Each Occurrence
Automobile Liability, including Bodily Injury and Property Damage	\$3,000,000 Combined Single Limit, Each Occurrence

11.2. Each certificate listed in Section 11.1, above, shall contain a statement of the insurer's obligation to notify the Party to whom the certificate is addressed at least thirty (30) days (ten (10) days in the event of cancellation for non-payment) prior to cancellation of any policy covered thereunder. Each party shall cause the aforesaid general liability policies to be duly and properly endorsed by the insurance underwriters as follows: (i) to provide a blanket form endorsement listing the other Party as additional insured with respect to such party's commercial general liability and automotive policies to the extent of the insured Party's indemnity obligations under this Disposal Agreement; (ii) to provide that said insurances, to the extent of the insured Party's indemnity obligations under this Disposal Agreement, shall be primary in all instances with respect to the Operator's insurance, which shall be secondary and non-contributing at all times; and (iii) to provide contractual liability coverage for all liability assumed by the Insured Party under the terms of this Disposal Agreement.

12. FINANCIAL ASSURANCE.

12.1. **Monetary Obligation.** No later than fourteen (14) days before the Commencement Date, WRT shall deliver to USA Waste a bond or a letter of credit in the amount of ONE MILLION DOLLARS (\$1,000,000.00), which shall secure WRT's obligations set forth in Section 5 of this Disposal Agreement.

12.2. **Bond.** If WRT elects to deliver a bond, the bond shall be executed by a surety company licensed to do business in the State of California, having an A:VII or better rating and included on the list of surety companies approved by the Treasurer of the United States. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire Term.

12.3. **Letter of Credit.** If WRT elects to deliver a letter of credit, the instrument shall be an irrevocable standby letter of credit and issued by an FDIC insured banking institution chartered in the United States, have a rating of BBB+ or higher by

Standard and Poor's (or equivalent). The letter of credit must allow for partial drawings and for drawings to be submitted electronically (via facsimile or similar). The letter of credit shall be unconditional and remain in force during the entire Term. If the letter of credit requires renewal during the Term, WRT shall renew the letter of credit no later than sixty (60) days prior to its expiration. If WRT fails to renew the letter of credit as required by this Section 12.3, USA Waste shall have the right in its sole discretion to suspend services and refuse delivery of Acceptable Waste from WRT under this Disposal Agreement. USA Waste shall not be obligated to reinstate services and accept delivery of Acceptable Waste from WRT under this Disposal Agreement until and unless WRT has satisfied its obligations to deliver a bond or letter of credit pursuant to this Section 12.

12.4. **Forfeiture.** In the event WRT becomes unable to, or fails in any of its obligations pursuant to Section 5 of this Disposal Agreement, USA Waste may declare a portion or all of the bond or letter of credit forfeited to USA Waste. Upon partial or full forfeiture of the bond or letter of credit, WRT shall restore the bond or letter of credit to its face amount within thirty (30) calendar days of USA Waste's declaration.

13. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS.

13.1. Each Party represents and warrants to the other Party that:

13.1.1. It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

13.1.2. The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions on the part of that Party;

13.1.3. The Party is, or will be prior to providing services under this Agreement, in material compliance with all Applicable Laws affecting the actions to be performed and the services to be provided by it, and that it will perform such services using industry accepted practices;

13.1.4. The Party will observe and comply, in all material respects, all Applicable Laws; and

13.1.5. As of the Commencement Date, WRT is under no restraint that prohibits the transfer of possession and title to Acceptable Waste to USA Waste.

13.2. **Provision of Safe Working Environment.** Each Party shall use reasonable efforts, to the extent within its control, and consistent with industry practices to provide a safe working environment for the other Parties and their employees, agents and subcontractors for the performance of this Disposal Agreement, and on any premises owned or controlled by such Party.

14. GENERAL CONDITIONS.

14.1. **Force Majeure.** If either Party is prevented from or delayed in performing its obligations under this Disposal Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, acts of

God, landslides, lightning, fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, pandemics, quarantines (or the threat of natural disaster, pandemics or quarantines), civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint, embargoes, transportation delays, or other causes, whether of the kind enumerated or otherwise, then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming excuse from performance shall take all commercially reasonable efforts required to recommence performance.

14.2. Independent Contractor. The work and labor herein provided for shall be performed and furnished by the Parties as independent contractors and under the sole supervision, management, direction and control of each Party in accordance with the terms and conditions of this Disposal Agreement. This Disposal Agreement shall not be construed to create a partnership or joint venture relationship between the Parties.

14.3. Assignment; Binding Effect. No Party shall assign the Disposal Agreement or the delivery rights contained herein (except as provided in this Disposal Agreement) without the written consent of the other Parties, except in the event of an assignment to an affiliate. This Disposal Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

14.4. Headings. The headings in this Disposal Agreement are intended for convenience and identification only, are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Disposal Agreement or any provision hereof and shall be disregarded in the construction and enforcement of this Disposal Agreement.

14.5. Construction. Each Party hereto agrees and acknowledges that each Party has reviewed and has had the opportunity to revise this Disposal Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed to the interpretation of this Disposal Agreement or any amendment or exhibit hereto.

14.6. Severability. Every provision of this Disposal Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

14.7. Entire Agreement. This Disposal Agreement constitutes the entire Disposal Agreement between the Parties hereto with respect to the services herein described and correctly sets forth the obligations of each Party. Any representations or agreements not specifically contained herein, written or oral, are null and void.

14.8. Amendment. Neither this Disposal Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

14.9. Waiver. The waiver by either Party of any breach or violation of any provisions of this Disposal Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent

breach or violation by the other Party of any provision of this Disposal Agreement.

14.10. Nonwaiver. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof. Failure of either Party to exercise any of the remedies set forth in this Disposal Agreement within any time periods specified will not constitute a waiver of any rights of that Party with regard to an event of nonperformance, whether determined to be a breach, excused performance, or unexcused default by the other Party.

14.11. Remedies Cumulative. The rights and remedies provided by this Disposal Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to other rights the Parties may have by law, statute, ordinance or otherwise.

14.12. Law to Govern. This Disposal Agreement shall be construed according to, and the obligations of the Parties hereunder governed by, the laws of the State of California without reference to its conflicts of laws principles.

14.13. Confidentiality. The Parties agree and acknowledge that this Disposal Agreement contains confidential and trade secret information of each and all of the Parties, such that it would cause irreparable injury to each of the Parties should the terms and conditions of this Disposal Agreement (including the tonnage commitments and economic terms herein) become known to the Parties' competitors or become public knowledge. Therefore, each Party shall keep the terms and conditions of this Disposal Agreement strictly confidential and not to disclose them to any other persons or entities without the prior approval of the other Party.

14.14. Parties in Interest. Nothing in this Disposal Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to this Disposal Agreement and their representatives, successors, and permitted assigns.

14.15. Attorney's Fees. In any action or proceeding to enforce or interpret any of the terms of this Disposal Agreement, the prevailing Party is entitled to an award of attorney's fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing Party" means the Party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the applicable law.

14.16. Notices. Any notice required or permitted by this Disposal Agreement shall be in writing and sufficiently given if delivered in person, sent by email, or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth in this Disposal Agreement. Changes in the respective addressees to which such notices are to be directed may be made from time to time by either Party by notice to the other Party. The present addresses of the Parties are:

WRT:	Waste Resources Technologies, Inc. Attn: Tommy Gendal P.O. Box 2410 Gardena, CA 90247 Telephone: (310) 366-7600 Email: tgendal@wastresources.com
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	<p>With a Copy To:</p> <p>Tucker Ellis LLP Attn: Bart L. Kessel 515 South Flower Street 42nd Floor Los Angeles, CA 90017 Telephone: (213) 430-3388 Email: bart.kessel@tuckerellis.com</p>
USA Waste:	<p>USA Waste of California, Inc. 9081 Tujunga Avenue Sun Valley CA 91352 Attention: Vice President, Public Services Sector Telephone: (818) 252-3147 Email: dcorcora@wm.com</p> <p>With a Copy To:</p> <p>USA Waste – Southern California Market Area 9081 Tujunga Avenue Sun Valley CA 91352 Attention: Legal Counsel Telephone: (818) 252-3115 Email: akhajeto@wm.com</p>

[Signature on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Disposal Agreement as of the Effective Date.

**WASTE RESOURCES
TECHNOLOGIES, INC., a Delaware
corporation.**

By: _____

Title: _____

Date: September __, 2019

**USA WASTE OF CALIFORNIA, INC.,
a Delaware corporation.**

By: _____

Title: Larry Metter, President – Southern
California Area

Date: September __, 2019

EXHIBIT A
[Base Fees]

Waste	Rate
All Carson Waste	
Any shortfall in the Carson Tonnage Commitment	
Any Additional Tonnage up to and including 100 tons per day	
Any Additional Tonnage in excess of 100 tons per day	

EXHIBIT B

[Host Fees]

Waste	Period	Rate
Carson Tonnage Commitment	January 1, 2020 through December 31, 2020	\$1.00 per ton
Carson Tonnage Commitment	January 1, 2021 through December 31, 2021	\$1.45 per ton
Carson Tonnage Commitment	January 1, 2022 through December 31, 2022	\$1.65 per ton
Carson Tonnage Commitment	January 1, 2023 through December 31, 2023; CPI Adjustment applied annually thereafter effective January 1 through December 31 of each particular year through the Term.	\$1.65 per ton plus CPI Adjustment
Additional Tonnage	January 1, 2020 through December 31, 2020.	\$2.75 per ton
Additional Tonnage	January 1, 2021 through December 31, 2021; CPI Adjustment applied annually thereafter effective January 1 through December 31 of each particular year through the Term	\$2.75 per ton plus CPI Adjustment

“CPI Adjustment” means the adjustment in the Host Fee based on the Consumer Price Index, CUSR0000SEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, or the most similar successor index if this index is no longer published (“CPI”), by calculating the average of the changes in the CPI between each month during the twelve month April to March period immediately preceding the date of the rate adjustment. If both an official index and one or more unofficial indices are published, the official index shall be used. If said CPI is no longer published at the adjustment date, then an equivalent index shall be used.

EXHIBIT D

FIRST AMENDMENT TO FRANCHISE AGREEMENT

FIRST AMENDMENT
TO
EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN
CITY OF CARSON
AND
WASTE RESOURCE TECHNOLOGIES, INC.
FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICE

**FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT
FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

THIS FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES (“First Amendment”) is made and entered into this ____ day of September, 2019 by and between **WASTE RESOURCE TECHNOLOGIES, INC.**, a Delaware corporation (“Franchisee” or “WRT”) and **THE CITY OF CARSON**, a municipal corporation of the State of California (“City”). City and Franchisee are occasionally herein referred to each as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, on March 15, 2018, City and WRT entered into that certain *EXCLUSIVE FRANCHISE AGREEMENT FOR PROVISION OF SOLID WASTE HANDLING SERVICES* (“WRT Franchise Agreement”);

WHEREAS, on March 15, 2018, **USA Waste of California, Inc.** (“USA Waste”) filed an action against City and WRT, captioned *USA WASTE OF CALIFORNIA, INC., dba Waste Management L.A. Metro Hauling, a Delaware corporation v. CITY OF CARSON et al.*, Los Angeles Superior Court Case No. BS172744, in which USA Waste sought a writ of mandate voiding the WRT Franchise Agreement on the grounds that the award to WRT was unlawful, procedurally unfair, arbitrary and capricious (“RFP Action”);

WHEREAS, on about May 22, 2018 USA Waste filed another action against the City and WRT, captioned *USA WASTE OF CALIFORNIA, INC., dba Waste Management L.A. Metro Hauling, a Delaware corporation v. CITY OF CARSON*, Los Angeles Superior Court Case No. BS173645, in which USA Waste sought a writ of mandate compelling City to honor and recognize its right to continue commercial and industrial waste hauling services in the City of Carson pursuant to California Public Resource Code Section 49520 (“Continuation Rights Action”);

WHEREAS, City and WRT desire to resolve the claims brought by USA Waste in the RFP Action and the Continuation Rights Action (collectively “the Litigation”);

WHEREAS, City, WRT and USA Waste have agreed to settle the Litigation on certain terms and conditions that are memorialized in a written Settlement Agreement and Releases (“Settlement Agreement”);

WHEREAS, the terms of the Settlement Agreement require WRT to deliver a portion of the Solid Waste it collects in the City of Carson to the MRF/TS owned and operated by USA Waste in the City (“Carson Transfer Station”), and

WHEREAS, the covenant that WRT use the Carson Transfer Station along with certain other duties and obligations set forth in the Settlement Agreement require amendments to the duties and obligations of WRT contained in the WRT Franchise Agreement,

NOW, THEREFORE, for the purposes set forth above, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree to amend the terms of the WRT Franchise Agreement as set forth below.

AMENDMENTS

1. A new Section 3.3.2(g) is added to the WRT Franchise Agreement to read as follows:

(g) *Temporary Reduction in Administrative Fees.* Notwithstanding the provisions in Section 3.3.2(b)-(e), above, and only for the period beginning July 1, 2018 and ending December 31, 2019, the Administrative Fees shall be limited to Eighty Percent (80%) of the amounts set forth in the Franchise Agreement (“the Reduced Administrative Fees”). The Reduced Administrative Fees are due and payable as set forth in Section 3.3.4(a) of the Franchise Agreement. City acknowledges that Franchisee has already paid the Reduced Administrative Fee due and owing through June 30, 2019.

2. Section 5.1.1 of the WRT Franchise Agreement is amended as follows (deletions shown in ~~strike through~~, additions shown in underline):

5.1.1 *Diversion Processing; Facilities.* To facilitate Franchisee’s Diversion obligations hereunder, the Parties agree that Solid Waste, Recyclables, and Organic Waste shall be delivered to one or more of the recovery facilities (Transfer Stations and/or Materials Recovery Facilities) identified in Franchisee’s proposal (**Exhibit E**) for Diversion recovery prior to final disposal at a Disposal Site. Franchisee shall direct all source-separable or separated Organic Wastes to an Organics processing facility, as approved by the City Manager, capable of meeting the requirements AB 1826 and any other applicable Refuse Impact Reduction Law. The list and descriptions of facilities in **Exhibit E** to be utilized prior to final disposition at a Disposal Site may be amended at any time with the written concurrence of the City Manager, ~~excepting that any use, operation or acquisition of a recovery facility by Franchisee within the City of Carson jurisdictional boundaries shall require prior approval by the City Council.~~ However, Franchisee agrees to use Reasonable Business Efforts to maximize the amount of Solid Waste, Recyclables and Organic Wastes processed at Waste Resources Recovery, Inc. (“WRR”), located at 357 West Compton Boulevard, Gardena, CA 90248, and WRR will reserve tipping capacity for such Carson-generated materials at WRR.

3. A new Section 5.5 is added to the Agreement as follows:

5.5 Relief Arising From Required Use of USA Waste Transfer Station
Notwithstanding the provisions in Sections 5.1 through 5.3, above, and only for the period beginning July 1, 2018 and ending December 31, 2022, Franchisee is relieved of its obligations to meet the Diversion requirements set forth in Sections 5.1 through 5.3, above, and Section 5200 of the Carson Municipal Code. Nothing in this Section 5.5 relieves Franchisee of its obligations related to Diversion education, Diversion program development, Diversion reporting requirements, or Diversion of Solid Waste not delivered to the Carson Materials Recovery Facility /Transfer Station located at 135-401 Francisco Street, 19803-19809 Main Street, 19821 Main Street and 19831 Main Street, Carson, CA 90745 (“**Carson Transfer Station**”).

4. The first paragraph of Section 7.2.2 of the WRT Franchise Agreement is amended as follows (deletions shown in ~~strike through~~, additions shown in underline):

7.2.2 COLA Adjustments; Government Code § 53756. Subject to the requirements of Proposition 218 and this Agreement, the Maximum Rate Schedule may be

adjusted to account for annual inflationary increases to all regular, weekly service rates for both Single-Family Residential Units and Commercial and Industrial Units in an amount equal to the annual percent change in the CPI. This adjustment (the "COLA Adjustment") shall be made each July 1st and shall be equal to the percentage change in CPI-U CUSR0000SEHG02 (Garbage and Trash Collection, US City Average, not seasonally adjusted) for the year that ended the immediately preceding March 31 ~~for Los Angeles-Riverside-Orange counties, base year 1967~~. The COLA Adjustment calculation is [current rate X (1 + the percentage change in CPI-U) = new rate]. Notwithstanding the above, the COLA Adjustment to the Maximum Rate Schedule shall be subject to the following requirements:

5. Exhibit E of the WRT Franchise Agreement is deleted in its entirety and replaced with the Exhibit E attached to this First Amendment.
6. Exhibit G of the WRT Franchise Agreement is deleted in its entirety and replaced with the Exhibit G attached to this First Amendment.
7. Except as provided in this First Amendment, the terms and conditions of the WRT Franchise Agreement shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF CARSON, a California municipal corporation

By: _____

Sharon Landers, City Manager

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

WRT:

WASTE RESOURCES TECHNOLOGIES, INC., a Delaware corporation

By: _____

Name:

Title:

By: _____

Name:

Title:

Two corporate officer signatures required when WRT is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. WRT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO WRT'S BUSINESS ENTITY.

EXHIBIT E

LIST OF TRANSFER AND MATERIAL RECOVERY FACILITIES

Alameda Recycling & Metals 1230 Alameda Street Wilmington, CA 90744	Amigos Nursery 1420 East 92nd Street Los Angeles, CA 90002
B&B Pallets 439 Carlin Avenue Compton, CA 90222	California Waste Services (CWS) 621 W. 152nd Street Gardena, CA 90247
Downey Area Recycling & Transfer (DART) 9770 Washburn Road Downey, CA 90241	Green Wise Soil Technologies (GWST) 10120 Miller Way South Gate, CA 90280
LA Fiber 4920 South Boyle Avenue Vernon, CA 900058	Potential Industries 922 East E Street Wilmington, CA 90744
Puente Hills Materials Recovery Facility (PHMRF) 13130 Crossroads Parkway South Whittier, CA 91746	SA Recycling 16815 Main Street Gardena, CA 90248
South Bay Recycling 15001 South San Pedro St. Gardena, CA 90248	Waste Resources Recovery 357 W. Compton Blvd. Gardena, CA 90248
WestRock 20502 Denker Avenue Torrance, CA 90501	USA Waste Carson Transfer Station 321 West Francisco Street Carson, CA

EXHIBIT G

LIST OF DESIGNATED DISPOSAL SITES

Chiquita Canyon Landfill

29201 Henry Mayo Dr.
Castaic, CA 91384

**Southeast Resource Recovery Facility
(SERRF)**

120 Pier S Avenue
Long Beach, CA 90802

Antelope Valley Recycling and Disposal Facility

1200 West City Ranch Road
Palmdale, CA

El Sobrante Landfill

10910 Dawson Canyon Road
Corona, CA

Lancaster Landfill and Recycling Center

600 East Avenue F
Lancaster, CA

Simi Valley Landfill and Recycling Center

2801 North Madera Road
Simi Valley, CA

EXHIBIT E
TRANSFER STATION AGREEMENT

CARSON TRANSFER STATION AGREEMENT

This CARSON TRANSFER STATION AGREEMENT (“**Transfer Station Agreement**”) is entered into by and between, USA WASTE OF CALIFORNIA, INC., a Delaware corporation, DBA CARSON TRANSFER STATION (“**USA Waste**”) and CITY OF CARSON, a municipal corporation (the “**City**”). USA Waste and the City may be individually referred to as “**Party**” and collectively as the “**Parties**.” The Parties enter into this Transfer Station Agreement based on the information set forth in the recitals to the Settlement Agreement, and the recitals set forth below, each of which the Parties affirm to be true and correct. CARSON RECLAMATION AUTHORITY, a California joint powers authority (“**CRA**”), is only a Party to this Transfer Station Agreement with respect to Section 6.

RECITALS

WHEREAS, this Transfer Station Agreement is made in conjunction with the Settlement Agreement and Releases executed concurrently herewith by and among City, USA Waste and WASTE RESOURCES LOS ANGELES, INC., a California corporation (“**WRLA**”), WASTE RESOURCES, INC., a California corporation, (“**WRI**”) and WASTE RESOURCE TECHNOLOGIES, INC., a Delaware corporation (“**WRT**”, and collectively with WRLA and WRI the “**WRT Defendants**”) (the “**Settlement Agreement**”) regarding settlement of the Litigation and Other Disputes, as those terms are defined in the Settlement Agreement. The terms of this Transfer Station Agreement facilitate and are in consideration of those releases and dismissals set forth in the Settlement Agreement. The recitals in the Settlement Agreement are incorporated into this Transfer Station Agreement as if set forth fully herein. The Transfer Station Agreement shall be read in harmony with terms and conditions of the Settlement Agreement;

WHEREAS, USA Waste owns and operates the Carson Materials Recovery Facility /Transfer Station located at 135-401 Francisco Street, 19803-19809 Main Street, 19821 Main Street and 19831 Main Street, Carson, CA 90745 (“**Transfer Station**” or “**Site**”), which is permitted to receive, process, and arrange for disposal and transport of municipal solid waste. The Site is legally described and depicted in Exhibit “A” hereto;

WHEREAS, USA Waste desires to make certain improvements at the Transfer Station as agreed to by the City and set forth in Exhibit “B” hereto (the “**Project**”); and

WHEREAS, USA Waste owns certain real property parcels assigned assessors identification numbers (“**AIN**”) 7336-005-037 and 7336-005-047 (the “**Main Street Parcels**”) that the City desires to purchase for purposes of improvement and redevelopment, and USA Waste is willing to offer to sell to the City, pursuant to the terms and conditions set forth herein. The Main Street Parcels are depicted in Exhibit “C” hereto.

WHEREAS, USA Waste and the City have agreed to the payment of certain transfer station host fees as set forth below (the “**Host Fees**”).

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, warranties and representations set forth below, the Parties agree as follows:

1. **Effective Date.** The “Effective Date” of this Transfer Station Agreement shall be as of the date on which all Parties have finally and fully executed this Transfer Station Agreement.

2. **Term.** The “Term” is defined as follows: This Transfer Station Agreement shall remain in effect for a period of fifteen (15) years from January 1, 2020, and shall terminate at 11:59 p.m. on December 31, 2034, except as follows. Provided USA Waste has met all the deadlines for the Project as set forth in this Transfer Station Agreement, if the City should fail to issue the City permits and approvals necessary for the Project on or before March 1, 2020, then the Term shall be extended for a period of time equivalent to the period of delay caused by the City from the March 1, 2020 date. In addition, should there be a CEQA Challenge, as defined in Section 3.E below, or Force Majeure event, the Term shall be tolled for the duration of the CEQA Challenge or Force Majeure event, and shall be extended for a period of time equivalent to the tolled period. The term of the Transfer Station Improvement and Operations Agreement (as defined in Section 3.F below) shall terminate on the same date as this Transfer Station Agreement.

3. **USA Waste Obligations on Project; Transfer Station Improvement and Operations Agreement; City’s Good Faith Obligations.** In consideration of the dismissals and releases duly entered in the Settlement Agreement, City and USA Waste agree, during the time periods set forth herein, to negotiate diligently and in good faith to process the agreed upon Project improvements in a timely manner, with at least Five Million Dollars (\$5,000,000.00) in value and improvements to the Transfer Station, as described below.

- A. *Scoping Meeting; Permits and Approvals, Conceptual Site Plan.* Within thirty (30) calendar days after the Effective Date, USA Waste and City shall meet to review USA Waste’s detailed Project description which shall be consistent with the Description of Improvements for the Transfer Station attached hereto as Exhibit “B” (“**Scoping Meeting**”). In addition, USA Waste shall provide a list of any non-City permits and approvals necessary for the Project and a projected schedule for obtaining same. The list of permits provided under this section shall be subject to any additional permits that may become a requirement after the City’s CEQA determination.
- B. *Permits and Approvals.* The City shall provide USA Waste within thirty (30) calendar days of the Scoping Meeting a list of permits and approvals necessary for the Project.
- C. *Conceptual Site Plan.* USA Waste shall prepare and submit to the City a Conceptual Site Plan for the Project thirty (30) calendar days after the City provides the list of permits and approvals as required under section 2.B.
- D. *Project Term; Initial Deadlines.* The term for Project completion (i.e., completion of the agreed Transfer Station improvements) is eighteen (18) months after USA Waste obtains all permits and approvals necessary to construct the Project (“**Project Completion Time**”). The Project Completion Time shall begin running from the date the last required discretionary permit or approval is obtained by USA Waste, or at the conclusion of litigation, if any, whichever timeframe is later. The conclusion of litigation means any litigation which may be filed challenging a discretionary approval by the City or a responsible permitting agency by a third-party pursuant to the California Environmental Quality Act (“CEQA”), the Planning and Zoning Law or related statute, and including a final judgment from the Superior Court (assuming no

appeal filed), the Court of Appeal, or the Supreme Court, as may be applicable; and, if a writ of mandate issues requiring the City to revisit its environmental review, a final judgment on remand which also may, or may not, include an appeal to the Court of Appeal or the Supreme Court (“**CEQA Challenge**”). In the event that the Projection Completion Time is not satisfied, City shall provide USA Waste with written notice of its intent to declare a default and provide USA Waste with sixty (60) calendar days to cure said default. Notwithstanding the forgoing the Project Completion Time may be extended as a result of an event of Force Majeure.

- E. *CEQA Legal Determination.* No later than two (2) months after receipt of the Conceptual Site Plan, City shall issue a legal determination on any documentation necessary to comply with CEQA for the Transfer Station Improvement and Operations Agreement and Transfer Station Improvements.
- F. *Transfer Station Improvement & Operations Agreement for Project.* The Parties shall in good faith negotiate an agreement entitled “**Transfer Station Improvements and Operations Agreement.**” The City intends to issue its approvals for the Project through the Transfer Station Improvements and Operations Agreement. The City agrees to provide USA Waste with a draft Transfer Station Improvement & Operations Agreement within fifteen (15) calendar days from the Effective Date. The term of the Transfer Station Improvement and Operations Agreement and all approvals for the Project shall be commensurate with the Term of this Transfer Station Agreement.

The Parties to this Transfer Station Agreement acknowledge and agree that under no circumstances shall this Transfer Station Agreement or Transfer Station Improvement Agreement modify, alter or amend CUP No. 391-92, the Conditions of Approval and Variance Nos. 390-96 and 391-06 (collectively “**CUP**”) and Resolution No. 96-1612 (“**Resolution**”), adopted previously by the City for the Transfer Station. Under no circumstances, however, shall this Transfer Station Agreement nor the Transfer Station Improvement and Operations Agreement be construed as extending USA Waste’s operation of the Transfer Station, or approvals and entitlements, beyond the Term. The Parties further agree that the terms of the Transfer Station Improvement and Operations Agreement shall be reasonable and negotiated in good faith.

The Parties specifically acknowledge that the Project is not subject to the City development impact fee or any citywide CFD fees or taxes for the Site.

- G. *Operations Continuation.* The Parties agree that during the development and construction of the Project, USA Waste may continue operation of the Transfer Station with due consideration for public safety and subject to review by the City and customary conditions for safety pursuant to the City police powers.
- H. *Environmental Review.* There are many unknowns concerning the Project and terms of the anticipated Transfer Station Improvement Agreement. During the term USA Waste will undertake the studies, reports and analyses as needed to allow it to develop the Project pursuant to the CEQA legal determination conducted by the City as set forth in Section 3.E. USA Waste will have the sole responsibility to pursue and obtain any necessary environmental approvals for the Project pursuant to CEQA. To this end, the

“whole of the action” will be considered as required by CEQA before the City commits itself to approval of a “project” as defined by CEQA. In the event the City is required to undertake environmental review of the Project, as lead agency, USA Waste shall deposit with the City all funds necessary to cover all costs of such environmental review and shall replenish the deposit as funds are drawn down.

- I. *Parties' Assistance and Cooperation.* Parties shall cooperate fully with each other in providing each other with appropriate information and assistance in Project processing, permit review, and drafting of a Transfer Station Improvement and Operations Agreement and any other necessary instruments, but such assistance shall not include any financial assistance by the City unless specifically provided herein. If the negotiations culminate in a Transfer Station Improvement and Operations Agreement for the Project and/or any other necessary instruments signed by USA Waste, such Transfer Station Improvement and Operations Agreement and/or related instruments shall become effective only after consideration and approval by the City Council.
 - i. USA Waste agrees to reimburse the City for all actual City staff, City consultants and attorneys' time and materials reasonably expended in the course of the permitting and approval process related to the Project and the negotiation, drafting and execution of the Transfer Station Improvement and Operations Agreement, and reasonable attendance at meetings. Notwithstanding the foregoing, USA Waste shall not be obligated to pay for attorneys' fees exceeding \$75,000 unless USA Waste has previously agreed thereto in writing, which approval shall not be unreasonably withheld. The Reimbursement Agreement shall be negotiated and finalized within fifteen (15) calendar days of the Effective Date and the Parties will negotiate in good faith to ensure the required deposit is made promptly thereafter. USA Waste also agrees to reimburse the City for any and all reasonable and necessary costs actually incurred including attorneys' fees if any legal challenges are filed against the City's approvals and/or CEQA determination. The \$75,000 cap on attorneys' fees shall not apply in defending a legal challenge filed against the City's approvals or CEQA determination. To this end, USA Waste and the City shall execute a “**Reimbursement Agreement**” in a form substantially similar to that used by the City for development projects.
- J. *City Approvals and Discretion.* USA Waste understands and acknowledges that if negotiations culminate in a Transfer Station Improvement and Operations Agreement and other instruments as may be needed for the Project, such instruments shall be effective only after they have been considered and approved by City and City Council after hearing thereon as required by law. The Project may require environmental analysis meeting the requirements of CEQA. USA Waste acknowledges that City is under no obligation to enter into any proposed Transfer Station Improvement and Operations Agreement or other agreement or approvals, subject to City's obligations to negotiate in this Transfer Station Agreement, and that any actions taken or investments made by USA Waste in anticipation of a proposed agreement prior to such agreement being considered and approved by the City Council and signed and delivered are undertaken at USA Waste's sole risk and expense. Prior to the execution and delivery of an agreement by City, any reliance by USA Waste on any representations

or promises by City or City staff or consultants, or individual Council members, is undertaken at USA Waste's sole risk and expense.

- i. It is anticipated that the City Council and/or Planning Commission will be required to review and hold hearing(s) upon the Project's necessary permits and approvals and environmental documentation. The Parties understand that City is reserving the right to exercise its discretion as to all matters which City is, by law, entitled or required to exercise, at their discretion; nothing in this Transfer Station Agreement shall be construed as having the effect of waiving or limiting City's police powers and exercise of discretion.
- ii. The risk of loss of all processing, design and developmental costs incurred by USA Waste prior to approval and execution of Project permits and instruments shall be absorbed entirely by USA Waste, unless expressly assumed by the terms of this Transfer Station Agreement by City.
- iii. The duty of City to execute Project permits and approvals and instruments shall be conditioned upon the successful review and approval of all necessary findings and conclusions which the City Council is required to make, including all necessary findings and determinations required under CEQA, state and local land use provisions. As to any matter which City may be required to exercise its unfettered discretion in advancing the Project to completion, nothing herein, nor to be contained in the Project permits and instruments, shall obligate City to exercise its discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law shall not be deemed to constitute a breach of City's duties under this Agreement.
- iv. By its execution of this Agreement, City is not committing itself or agreeing to undertake any activity requiring the subsequent exercise of discretion by City, or any department thereof including, but not limited to, the approval and execution of Project permits and approvals and/or instruments, the approval of any improvement proposal or land use regulation governing the Project, the provision of financial assistance for the development of any public or private interest in real property, or any other such act or approval.

4. **Transfer Station Host Fees.** USA Waste shall pay the City host fees for each ton of Municipal Solid Waste ("MSW") delivered to Transfer Station in accordance with the schedule and definitions set forth on Exhibit "D" ("Host Fees"). The Host Fees to be paid are based solely on actual tonnage of City MSW and Non-City MSW brought to the Transfer Station through the Term and the tonnage calculations used for the payment of Host Fees will be determined on scale weight tickets generated at the Site for incoming tonnage. City shall have the right to review and audit all USA Waste's ticket and scale data records, or such other records as reasonably necessary to meaningfully audit MSW tonnage incoming to the Transfer Station as will be set forth in more detail in the Transfer Station Improvement and Operations Agreement.

5. **Cash Payment.** USA Waste will make a payment of ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00) to the City no later than thirty (30) calendar days after the latest occurring Effective Date of the following documents: the Master Settlement and Release

Agreement, the Disposal Agreement, the First Amendment to Franchise Agreement, or this Transfer Station Agreement.

6. **Option to Purchase Main Street Parcels and Right of First Refusal.** Upon the terms and conditions set forth below, USA Waste grants to the CRA the option to acquire (“**Option**”) those certain parcels of real property located at the northwest corner of Main Street and Francisco which are depicted in Exhibit “C” attached hereto (APNs 7336-005-037 & 47) (“**Main Street Parcels**”) but specifically *excluding* the parcel fronting Main Street which is used by USA Waste for service and maintenance of its operations at the Transfer Station and its vehicles (APN 7336-005-052) and the Transfer Station parcel (APN 7336-005-053) and other related parcels (“**Excluded Parcels**”).

- A. **CRA Approval.** If the CRA Board does not approve and execute this Transfer Station Agreement on the signature page, this Section 6 shall be null and void but only as to this Section 6. All other terms and conditions of this Transfer Station Agreement shall remain in full force and effect. The CRA approval and execution of this Transfer Station Agreement shall not be deemed or interpreted as a condition precedent to the effectiveness of the remainder of this Transfer Station Agreement in any manner whatsoever.
- B. **Memorandum of Option.** The CRA and USA Waste shall execute and acknowledge the Memorandum of Option Agreement and Right of First Refusal in the form attached hereto as Exhibit “E” which shall within ten (10) business days be recorded in the Official Records of Los Angeles County (“**Option Memorandum**”) by the CRA.
- C. **Option Period.** The Option shall be a period from the Effective Date to December 31, 2020 (“**Option Period**”).
- D. **License to Enter.** During the Option Period, CRA shall have the right to enter the Main Street Parcels (upon prior written notice) to conduct such soils and other investigations at CRA’s sole cost and expense. During the Option Period, USA Waste grants to CRA and its employees, contractors and agents permission to enter the Main Street Parcels with at least three (3) business days advance notice for visits and ten (10) business days advance notice for any inspections, tests, borings, samplings, and other such investigations as agreed upon by the Parties as being reasonable to determine the physical condition of the Main Street Parcels including, but not limited to, the environmental condition of the Main Street Parcels relative to environmental mitigation issues and physical conditions. Consistent with the foregoing, legal counsel for USA Waste shall promptly order a Phase I and/or Phase II report for the Main Street Parcels from a reputable environmental consultant selected by the CRA and shall allow CRA to review same upon execution of a confidentiality agreement reasonably acceptable to CRA. The CRA shall promptly reimburse USA Waste’s counsel’s firm for all actual costs of the Phase I and Phase II investigations. If CRA acquires the Main Street Parcels, the Phase I and Phase II reports shall be provided to CRA. CRA further agrees, in the event CRA does not exercise the Option, CRA shall at its sole cost restore the Main Street Parcels to their original condition, including removing any drill tailings, dirt, concrete, or any other materials brought onto or in any way excavated from the Main Street Parcels and will store, transport, and dispose of any such materials in accordance with applicable laws and at a legal disposal facility if required by applicable laws. The CRA will not leave the Main Street Parcels in an unsafe condition. The CRA shall not permit any mechanic liens to be filed against the Main Street Parcels.

- E. ***Title Representation.*** USA Waste represents and warrants to CRA that it owns the Main Street Parcels and has authority to grant the Option without the consent of any third party, and the Option is binding on the Main Street Parcels.
- F. ***Determination of Purchase Price.*** During the Option Period, the purchase price for the Main Street Parcels shall be determined as follows.

i. ***Determination of Fair Market Value.*** Any time after six (6) months from the commencement of the Option Period, CRA may send a written notice to USA Waste indicating it desires to start the process to determine the purchase price for the Main Street Parcels which shall be equal to the then current fair market value of the Main Street Parcels (“CRA Notice”) as determined pursuant to this Section 6.F. During the thirty (30) day period following USA Waste’s receipt of the CRA Notice, CRA and USA Waste shall meet and confer and attempt to reach mutual agreement as to the fair market value of the Main Street Parcels (“**Initial Negotiation Period**”). If CRA and USA Waste are not able to mutually agree on the fair market value within the Initial Negotiation Period, then CRA and USA Waste shall promptly proceed to have the fair market value of the Main Street Parcels determined by a neutral third party appraiser that meets the Appraisal Qualifications (defined below).

ii. ***Appraisal Process.*** The appraiser shall be mutually agreed upon by CRA and USA Waste within thirty (30) calendar days from the expiration of the Initial Negotiation Period (“**Appraiser Period**”). If CRA and USA Waste are unable to agree upon an appraiser who meets the Appraiser Qualifications within the Appraiser Period, then within ten (10) calendar days after expiration of the Appraiser Period, CRA and USA Waste shall each appoint an appraiser who meets the Appraisal Qualifications by delivering written notice to the other. If either CRA or USA Waste fails to nominate a qualified appraiser within the Nomination Period, then such failure of either CRA or USA Waste shall conclusively be deemed approval of either CRA or USA Waste’s nominated appraiser. If both CRA and USA Waste nominate a qualified appraiser, then the two (2) nominated appraisers shall promptly meet and appoint a neutral third-party qualified appraiser. The appraiser as determined by the foregoing process shall provide a written appraisal establishing the fair market value of the Main Street Parcels which shall be the purchase price for the purposes of the Option. The costs of the two (2) nominated appraisers shall be borne by the nominating party; the costs of the appraisal by the neutral third-party appraiser shall be paid equally by CRA and USA Waste.

iii. ***Appraiser Qualifications.*** Any appraiser must be a California licensed commercial appraiser certified as a member of the American Institute of Real Estate Appraisers or certified as a SRPA by the Society of Real Estate Appraisers, with at least fifteen (15) years of commercial appraisal experience for similar properties in Southern California. An appraiser may have previously provided appraisals to either Party but may not be an employee of the CRA or USA Waste.

iv. ***Appraisal.*** The appraisal for the Main Street Parcels shall be for real property in AS-IS condition, not for highest and best use and will consider the environmental condition of the property and the use restrictions set forth in Section 6.H.ix. below.

- G. **Option Exercise.** After determination of the purchase price pursuant to the Section F, CRA may exercise the Option by delivering written notice to USA Waste on or before the expiration of the Option Period (“**Option Exercise Notice**”).
- H. **Purchase Agreement.** Within ten (10) business days of the CRA exercising the Option, CRA and USA Waste shall execute a purchase and sale agreement with joint escrow instructions (“**PSA**”) with the following terms and conditions:
- i. **Opening of Escrow.** Escrow shall be deemed open upon Escrow Holder’s receipt of the executed PSA.
 - ii. **Closing Date.** Escrow shall close within thirty (30) calendar days of the execution date of the PSA.
 - iii. **Deposit.** Within five (5) days of execution of the PSA, CRA shall deposit the sum equal to five percent (5%) of the Purchase Price in escrow which shall be the amount of liquidated damages.
 - iv. **Escrow and Title Company.** Fidelity National Title Insurance Company shall provide both title and escrow services.
 - v. **Title Policy.** At Closing, USA Waste, at its cost, shall provide CRA with an ALTA non-extended coverage owner’s policy subject to non-delinquent real property taxes and no monetary liens or deeds of trust (“**Title Policy**”). Within ten (10) days of the execution of the PSA, the CRA may give written notice to USA Waste of objections to title (“**Title Objection Notice**”). USA Waste shall (i) notify CRA in writing within five (5) business days after receipt of the Title Objection Notice as to whether USA Waste intends to cure such objection and, if so, USA Waste’s proposed steps to cure such objections, and (ii) if USA Waste elects to cure such objection, take reasonable steps to do so by the closing date. Failure of USA Waste to send written notice of its intent to cure an objection within said five (5) day period shall be deemed an election by USA Waste not to cure such objection. In the event USA Waste elects to attempt to cure CRA’s objections but is unable to do so by the closing date or in the event USA Waste elects (or is deemed to elect) to not cure an objection, CRA shall have the right to either (i) accept title in its current condition without any adjustment in the Purchase Price, or (ii) terminate the PSA by written notice to USA Waste. Failure of CRA to send written notice of the election available to it pursuant to the preceding sentence within five (5) days after the receipt by CRA of USA Waste’s notice shall be deemed an election by CRA to accept title in its current condition. USA Waste shall execute such affidavits as reasonably required by the title company to issue the title policy.
 - vi. **Deed.** At closing, USA Waste shall convey title to the Main Street Parcels to the CRA by grant deed, subject to (1) general and real estate taxes and special assessments due after the closing date; (2) zoning and building laws and ordinances; (3) all matters of record; and (4) any matters that an accurate survey or personal inspection of the Main Street Parcels may disclose. The Deed shall also include the Restricted Uses as specified below. CRA shall execute and deliver to Escrow Holder a Certificate of Acceptance to be attached to the Deed prior to recordation.

vii. *NHD Report.* USA Waste shall provide a natural hazard disclosure report for the Main Street Parcels from Disclosure Source for CRA's approval.

viii. *AS-IS.* The sale of the Main Street Parcels shall be in AS-IS condition without representations or warranties.

ix. *Restricted Uses.* The Main Street Parcels may not be used for residential uses, educational uses, medical services uses or for any purpose related to the waste industry, including, but not limited to, the hauling, processing, transferring, storage, recycling or disposal of municipal solid waste or hazardous waste. These restrictions are declared to be covenants running with the land in perpetuity commencing with the date of the Deed, and shall be fully binding upon all persons or entities acquiring title to the Main Street Parcels.

x. *Indemnity or Environmental Insurance.* CRA shall provide to USA Waste an indemnity agreement with respect the environmental condition of the Main Street Parcels or environmental insurance, reasonably acceptable to USA Waste, naming USA Waste as an insured.

xi. *Costs Allocation.* USA Waste shall pay for the Title Policy, the cost of the NHD Report, ½ of the escrow fees, documentary transfer taxes as applicable and the proration of real estate taxes to closing. CRA shall pay for any additional title coverage and ½ of the escrow fees.

xii. *Standard Provisions.* All other standard provisions shall be included including an attorney's fees clause, indemnity against broker fees, and other commercially reasonable provisions and as may be reasonably required by escrow holder, but not inconsistent with the terms of this Agreement.

xiii. *Good Faith.* The Parties shall agree to work in good faith to consummate the transaction including execution of documents reasonably required by escrow, title or the otherwise, provided however, the foregoing shall not be construed to increase the economic obligations or liabilities of either Party.

- I. *Assignment.* The CRA shall not assign the Option, the ROFR or the PSA without USA Waste's express written consent which consent shall not be unreasonably withheld; provided, however, that USA Waste shall be able to withhold consent, in its sole discretion, in the event the assignee does not agree to the principle terms contained in this Transfer Station Agreement or the PSA, and/or if the assignee does not accept any and all potential liabilities and indemnify USA Waste regarding the physical and/or environmental conditions at, under or about the Site.
- J. *Right of First Refusal.* If the CRA does not exercise the Option, CRA will have a right of first refusal to purchase the Main Street Parcels until December 31, 2021 ("**Refusal Period**") in accordance with following ("**ROFR**").
- i. During the Refusal Period, if USA Waste receives an offer to purchase the Main Street Parcels which is accepted by USA Waste in writing, USA Waste shall promptly submit to CRA a complete executed copy of the Main Street Parcels Sale Agreement ("**Main Street Parcels Purchase Agreement**"). CRA shall have fifteen (15) business days of its receipt

of the Main Street Parcels Purchase Agreement from USA Waste to exercise the ROFR by delivering written notice of such exercise to USA Waste (“**ROFR Exercise Notice**”), in which case the CRA and USA Waste shall promptly enter into the same form of sale agreement without contingency for the ROFR. If CRA does not deliver the ROFR Exercise Notice in the time and manner specified, USA Waste may sell the Main Street Parcels to the buyer specified in the Main Street Parcels Purchase Agreement provided that said sale is on substantially the same terms and conditions as set forth in the Main Street Parcels Purchase Agreement.

- ii. If USA Waste sells the Main Street Parcels to the proposed buyer under the Main Street Parcels Purchase Agreement, the ROFR is terminated.
- iii. If USA Waste does not sell the Main Street Parcels to the proposed buyer under the Main Street Parcels Purchase Agreement, the ROFR shall remain in effect until the end of the Refusal Period.
- iv. If USA Waste provides a Main Street Parcels Purchase Agreement to CRA prior to the expiration of the Refusal Period, CRA shall have the right to exercise the ROFR pursuant to the procedures set forth above even if such exercise is after the expiration of the Refusal Period.
- v. If USA Waste receives any offers to purchase the Main Street Parcels after expiration of the Refusal Period, CRA shall have no rights under this provision with respect to same.

7. **Use and Transfer Restrictions.** This Transfer Station Agreement shall not be assigned by USA Waste without the prior written approval of City, which shall not be unreasonably withheld or delayed provided the transferee has the requisite experience, expertise and financial capacity to operate the Transfer Station in a substantially similar manner. The term “assignment” shall not include an affiliate of USA

8. **Successors and Assigns.** This Transfer Station Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

9. **Knowing and Voluntary.** This Transfer Station Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent, prior to signing this Transfer Station Agreement, they have been provided a reasonable period of time within which to consider whether to accept this Transfer Station Agreement. The Parties further represent they have each carefully read and fully understand all of the provisions of this Transfer Station Agreement, and they are voluntarily, knowingly, and without coercion entering into this Transfer Station Agreement based upon their own judgment. No Party has been induced to enter into this Transfer Station Agreement by, nor is any Party relying on, any representation, promise, agreement or warranty that is not expressly set forth herein.

10. **Force Majeure.** An event of “**Force Majeure**” is a cause or circumstance, whether or not foreseeable, that is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent including without limitation the following: (a) riot, war, invasion, act of foreign enemies, acts of terrorism, civil war,

rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental; (b) government orders and regulations, changes in law including changes to any regulation, ordinance, executive order, statute or law that directly prevents performance hereof by the affected Party, (c) earthquakes, flood, fire, strong wind, hurricane, or other extraordinary natural disaster, and (d) labor strikes which affect an essential portion of the Project or terms and conditions of this Transfer Station Agreement.

In the event of a Force Majeure, the affected Party shall inform the other Party within ten (10) business days of the Force Majeure event of the occurrence and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations under this Transfer Station Agreement, and the time period(s) specified for performance of the provisions of this Transfer Station Agreement shall be extended because of any such delays due to Force Majeure. The Party affected by Force Majeure will use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the terms and conditions of this Transfer Station Agreement.

Upon completion of the event of Force Majeure the Party affected shall as soon as reasonably practicable recommence the performance of its obligations under this Transfer Station Agreement.

An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

11. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Transfer Station Agreement concerning the terms and conditions of this Transfer Station Agreement.

12. **Counterparts.** This Transfer Station Agreement may be executed in multiple counterparts, and by facsimile, each of which shall be considered an original, but all of which together shall constitute one agreement.

13. **Singular and Plural.** Whenever required by the context, as used in this Transfer Station Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

14. **Severability.** If any portion, word, clause, phrase, sentence or paragraph of this Transfer Station Agreement be declared void or unenforceable, then such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. **Headings.** Headings at the beginning of each numbered section of this Transfer Station Agreement are solely for the convenience of the Parties and are not a substantive part of this Transfer Station Agreement.

16. **Ambiguity.** The Parties acknowledge this Transfer Station Agreement was jointly prepared by them and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

17. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Transfer Station Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Transfer Station Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

18. **Governing Law.** This Transfer Station Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce the terms of this Transfer Station Agreement shall be brought in the Superior Court of the County of Los Angeles.

19. **Entire Agreement.** This Transfer Station Agreement and the exhibits hereto contain the entire and exclusive agreement between the Parties pertaining to terms of this Transfer Station Agreement. The terms of this Transfer Station Agreement are contractual and not a mere recital. No Party has been induced to enter into this Transfer Station Agreement by, nor is any Party relying on, any representation, promise, agreement or warranty that is not expressly set forth in this Transfer Station Agreement. Any prior agreements, draft agreements, settlement communications, negotiation communications, and understandings, oral statements and writings, related to the matters set forth in this Transfer Station Agreement and the exhibits hereto are expressly nullified hereby and are of no further force or effect.

20. **Modifications.** Any alteration, change, or modification of or to this Transfer Station Agreement shall be made by written instrument executed by each party hereto in order to become effective.

21. **Authority To Sign.** The persons executing this Transfer Station Agreement on behalf of the Parties hereto warrant (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Transfer Station Agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this Transfer Station Agreement, such party is formally bound to the provisions of this Transfer Station Agreement, and (iv) entering into this Transfer Station Agreement does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the undersigned fully agree to be bound by the above terms and conditions, and have executed this Transfer Station Agreement inclusive of the Exhibits hereto on the dates set forth below.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

USA WASTE

USA WASTE OF CALIFORNIA, INC., a
Delaware corporation

By: _____
Larry Metter,
President – Southern California Area

APPROVED AS TO FORM:

MILLER NASH GRAHAM & DUNN LLP

By: _____
Phillip Trajan Perez

CRA:

**BY EXECUTION, CRA ACCEPTS AND
CONFIRMS ONLY THE OBLIGATIONS IN
SECTION 6. IF CRA DOES NOT EXECUTE
THIS AGREEMENT, SECTION 6 IS NULL
AND VOID.**

CITY

City of Carson, a charter city

By: _____
Albert Robles, Mayor

ATTEST:

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, City Attorney

CARSON RECLAMATION AUTHORITY, a
California joint powers authority

By: _____
Albert Robles, Chair

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny Soltani,
Legal Counsel for Authority

[END OF SIGNATURES]

EXHIBIT A

TRANSFER STATION LEGAL DESCRIPTION AND DEPICTION

Exhibit A-

4815-1806-7077.2



The Land referred to in the Application is described as follows:
THE LAND IS DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHEAST CORNER OF LOT 96 OF TRACT NUMBER 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY 175.17 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT DISTANT 820 FEET EASTERLY THEREON FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE PARALLEL WITH THE WEST LINE OF SAID LOT NORTHERLY 50 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT, 172.69 FEET, MORE OR LESS TO THE WEST LINE OF MAIN STREET; AND THENCE SOUTHERLY 50.06 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

PARCEL 2

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 96, DISTANT 70 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, A DISTANCE OF 245.82

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DESCRIPTION (CONT'L)

FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 250 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, A DISTANCE OF 122.91 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF LOT 96, A DISTANCE OF 122.91 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 200 FEET TO THE POINT OF BEGINNING.

PARCEL 3

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGE 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 334.55 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 410 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT, A DISTANCE OF 88.73 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEEDS RECORDED IN BOOK 9961 PAGE 62 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND THE WESTERLY PROLONGATION THEREOF; A DISTANCE OF 390 FEET FEET MORE OR LESS TO THE EASTERLY LINE OF THE WESTERLY 20 FEET OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 245.82 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PARCEL 4

THE EAST 50 FEET OF THE WEST 70 FEET OF THE SOUTH 245.82 FEET OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED MAY 23, 1931, AS INSTRUMENT NO. 1148 IN BOOK 10856, PAGE 219, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAST MENTIONED LAND A DISTANCE OF 245.82 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 96; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF THE LAND IN THE DEED TO RALPH S. TUFENKIAN AND WIFE, RECORDED FEBRUARY 26, 1971, AS INSTRUMENT NO. 284 IN BOOK D-4980 PAGE 284, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO RALPH S. TUFENKIAN AND WIFE, RECORDED MAY 4, 1971, AS INSTRUMENT NO. 23 IN BOOK D-5046 PAGE 154, OF SAID OFFICIAL RECORDS; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED TO THE NORTHEAST CORNER THEREOF; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL 6

THAT PORTION OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE

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DESCRIPTION (CONT'D)

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 96, DISTANT EASTERLY THEREON 820 FEET FROM THE NORTHWEST CORNER OF SAID LOT; SAID POINT BEING THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED RECORDED IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 68.73 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK D-3850 PAGE 236 OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAND, A DISTANCE OF 160.99 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 70.085 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED RECORDED IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED DEED A DISTANCE OF 165.45 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE LAND SO DESCRIBED IN SAID LAST MENTIONED DEED AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 70 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 7

THE WESTERLY 75.00 FEET OF THAT PORTION OF SAID LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 245.82 FEET; THENCE EASTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 470.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY, PARALLEL WITH SAID WESTERLY LINE 245.82 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT ALONG SAID SOUTHERLY LINE, 100.00 FEET EASTERLY FROM THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN AN OPTION TO PURCHASE, ETC., RECORDED FEBRUARY 19, 1934 AS INSTRUMENT NO. 725 IN BOOK 12560 PAGE 283, OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE 150.00 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 3, IN DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED MAY 23, 1931 AS INSTRUMENT NO. 1148 IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 3, 245.82 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 3; THENCE WESTERLY, PARALLEL WITH SAID NORTHERLY LINE, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 96; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 96, A DISTANCE OF 245.82 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 545 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND DESCRIBED IN THE DEED TO RALPH S. TUFENKIAN AND WIFE, RECORDED ON FEBRUARY 26, 1971 AS DOCUMENT NO. 284 IN BOOK D-4980 PAGE 284 OFFICIAL RECORDS OF SAID COUNTY; BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAND OF TUFENKIAN TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 50.00 FEET (MEASURED AT RIGHT ANGLES) FROM A LINE THAT IS PARALLEL WITH NORTHERLY LINE OF SAID LOT 96 AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SECOND MENTIONED PARALLEL LINE, 70.00 FEET; THENCE

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NORTHERLY PARALLEL WITH SAID EASTERLY LINE, TO SAID PARALLEL LINE WHICH PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 9

THAT PORTION OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 96 DISTANT EASTERLY THEREON 620 FEET FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 245.82 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 100 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 245.82 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY 100 FEET TO THE POINT OF BEGINNING.

PARCEL 10A

THAT PORTION OF LOT 96, OF TRACT 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 96; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 122.91 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 320 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EASTERLY, PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE NORTHERLY, PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 50 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE, A DISTANCE OF 122.91 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10B

THE WESTERLY 100 FEET OF THAT PORTION OF LOT 96, OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 3, IN THE DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED ON MAY 23, 1931 IN BOOK 10856, PAGE 219, OFFICIAL RECORDS, AS INSTRUMENT NO. 1148, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 96, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN AN OPTION TO PURCHASE, ETC. BETWEEN JOHN W. COUNTS AND ADA F. COUNTS, FIRST PARTY, AND GEORGE GETTS, JR., SECOND PARTY, RECORDED ON FEBRUARY 19, 1934 IN BOOK 12560, PAGE 283 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 725; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE LAND LAST DESCRIBED A DISTANCE OF 122.91 FEET, MORE OR LESS, TO THE NORTHERLY CORNER OF SAID LAST MENTIONED LAND; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARY UNTERKIRCHNER, RECORDED ON APRIL 22, 1930 IN BOOK 9961, PAGE 62 OF SAID OFFICIAL RECORDS, TO AND ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO FRANK CYR, RECORDED ON JANUARY 6, 1930 IN BOOK 9579, PAGE 203 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 799, TO AND ALONG THE SOUTHERLY LINE AND ITS EASTERLY PROLONGATION OF THE LAND DESCRIBED IN THE DEED TO

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DESCRIPTION (CONT'D)

MARAGRET I. DODGE, RECORDED ON FEBRUARY 21, 1924 IN BOOK 12582, PAGE 293 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 729, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID PARCEL 3 OF THE LAND OF WEST AND WIFE; THENCE SOUTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE, A DISTANCE OF 122.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 10C

THAT PORTION OF LOT 96, OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

AT THE SOUTHWEST CORNER OF SAID LOT 96; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 96, 245.82 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 96, 370 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, 122.91 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 100 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 96, 122.91 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 96, 100 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 11

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT EASTERLY THEREON 320 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE 50 FEET TO A SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO RAYMOND E. PERRY, RECORDED ON JUNE 4, 1948, AS INSTRUMENT NO. 537, IN BOOK 27382 PAGE 232, OFFICIAL RECORDS; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID LAND 122.91 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 122.91 FEET TO THE POINT OF BEGINNING.

PARCEL 12

THE NORTHERLY 45.82 FEET OF THE SOUTHERLY 145.82 FEET, EXCEPT THE WESTERLY 820 FEET OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALL DISTANCES MEASURED ON THE WESTERLY AND SOUTHERLY LINES.

PARCEL 13A

THAT PORTION OF LOT 96 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT DISTANT EASTERLY 410 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 410 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO JOSEPH ANDERSON WEST AND WIFE, RECORDED ON MAY 23, 1931, AS INSTRUMENT NO. 1148 IN BOOK 10856 PAGE 219 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND OF WEST AND ITS SOUTHERLY PROLONGATION 88.73 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 1, OF THE DEED LAST MENTIONED; THENCE WESTERLY

DESCRIPTION (CONTD)

ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE DESCRIBED IN SAID LAST MENTIONED 410 FEET TO A LINE THAT IS PARALLEL WITH THE WESTERLY LINE OF SAID LOT AND PASSED THROUGH POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 88.73 FEET TO THE POINT OF BEGINNING.

PARCEL 13B

THAT PORTION OF LOT 96 OF TRACT NO. 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 TO 31 OF MAPS, IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 265.82 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 820 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 68.73 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY THEREON 158.56 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 68.79 FEET TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID PARALLEL LINE, 160.99 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS FOR THE TRANSFER STATION

The Project shall include at least Five Million Dollars (\$5,000,000.00) in value and improvements to the Transfer Station consisting of at least the following:

- i. Foundational slab expansion;
- ii. Remodel 2-story office building to be consistent with presentation boards;
- iii. Demolition of certain facilities to accommodate additional space;
- iv. Landscaping and fencing improvements to beautify area;
- v. Additional paving as needed;
- vi. Relocate scale & scale house, replace load-out scales;
- vii. Ventilation/Air Filtration System installed to prevent odor issues;
- viii. Electrical upgrades and power to scales;
- ix. Replace or put in place walls and translucent materials on Transfer Station building (metal & translucent) and appropriate doors;
- x. A wall or other agreed upon visual barrier on the maintenance facility lot (AIN 7336-005-052) to improve appearance from Main Street;
- xi. All as further illustrated and described in those transfers station renderings attached hereto.

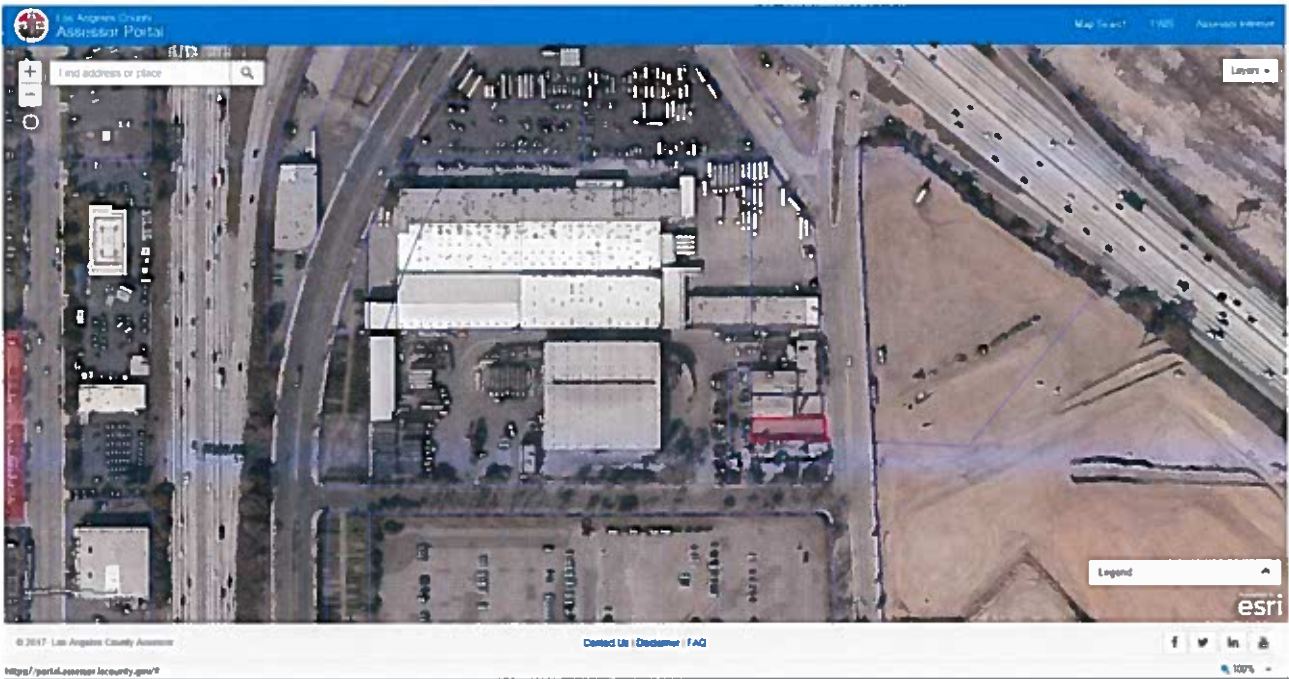
Transfer Station Renderings



EXHIBIT C

DEPICTION OF MAIN STREET PARCELS

AIN: 7336-005-037



AIN: 7336-005-047

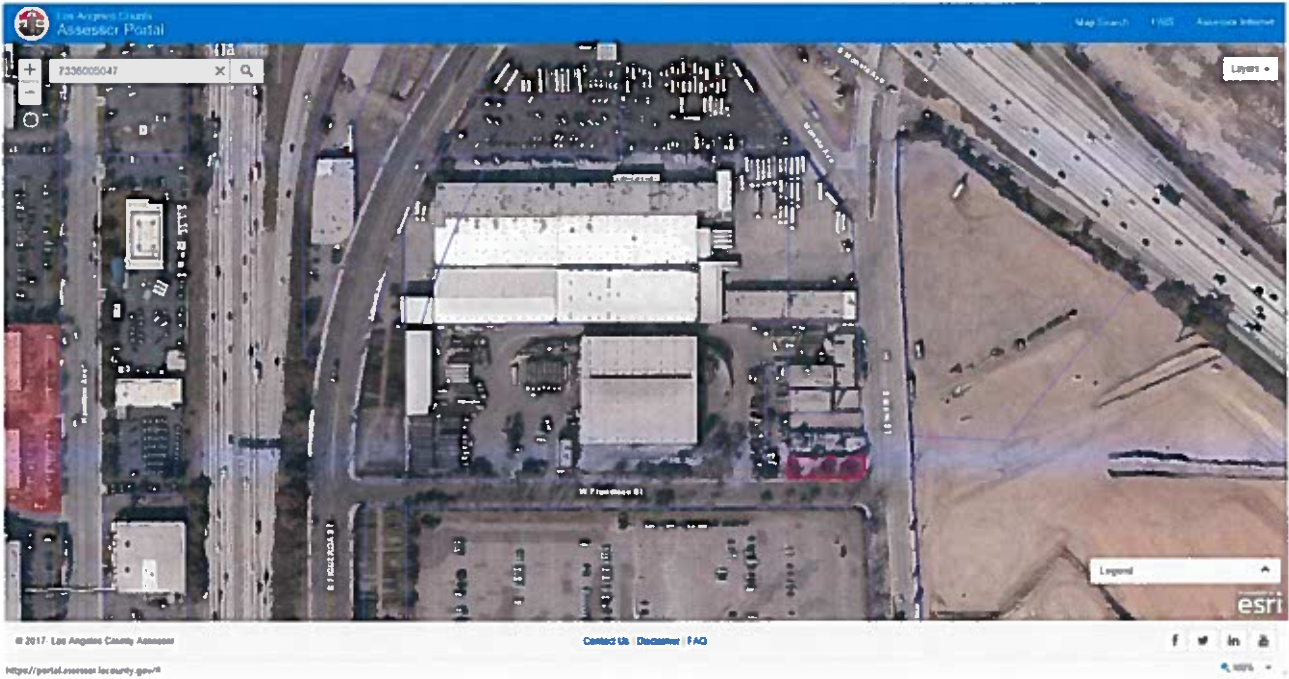


EXHIBIT D

Host Fees for Transfer Station Schedule

Price	Effective Date
\$1.00 per ton of City MSW	January 1, 2020 through December 31, 2020
\$1.45 per ton of City MSW	January 1, 2021 through December 31, 2021
\$1.65 per ton of City MSW	January 1, 2022 through December 31, 2022
\$1.65 per ton of City MSW plus CPI Adjustment	January 1, 2023 through December 31, 2023; CPI Adjustment applied annually thereafter effective January 1 through December 31 of each particular year through the Term.
\$2.75 per ton of Non-City MSW	January 1, 2020 through December 31, 2020
\$2.75 per ton of Non-City MSW plus CPI Adjustment	January 1, 2021 through December 31, 2021; CPI Adjustment applied annually thereafter effective January 1 through December 31 of each particular year through the Term.

“City MSW” has the same meaning as “Solid Waste” as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse, that is generated in the City, and is delivered to the Transfer Station; provided, however, “Solid Waste” does not include recyclable material and source-separated organic waste, food waste, green waste, manure and livestock bedding waste.

“Non-City MSW” has the same meaning as “Solid Waste” as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse, that is generated outside of the City, and is delivered to the Transfer Station; provided, however, “Solid Waste” does not include recyclable material and source-separated organic waste, food waste, green waste, manure and livestock bedding waste.

“CPI Adjustment” means the adjustment in the Host Fee based on the Consumer Price Index, CUSR0000SEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, or the most similar successor index if this index is no longer published (“CPI”), by calculating the average of the changes in the CPI between each month during the twelve month April to March period immediately preceding the date of the rate adjustment. If both an official index and one or more unofficial indices are published, the official index shall be used. If said CPI is no longer published at the adjustment date, then an equivalent index shall be used.

Exhibit E
MEMORANDUM OF OPTION AND RIGHT OF FIRST REFUSAL

FREE RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

Carson Reclamation Authority
701 E Carson Avenue
Carson, CA 90745
Attn: CRA Clerk

APNs 7336-005-037 & 47

THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is
\$ _____

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

**MEMORANDUM OF OPTION AGREEMENT
AND RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF OPTION AGREEMENT AND RIGHT OF FIRST REFUSAL dated _____, 20__ (“**Memorandum**”) between USA WASTE OF CALIFORNIA, INC., a Delaware corporation (DBA CARSON TRANSFER STATION) (“**Owner**”) and the CARSON RECLAMATION AUTHORITY, a California joint powers authority (“**CRA**”).

RECITALS:

- A. Owner owns those certain parcels of real property located at the northwest corner of Main Street and Francisco in the City of Carson, County of Los Angeles, State of California (APNs 7336-005-037 & 47) which is legally described on Exhibit A attached hereto (“**Option Property**”).
- B. Owner and CRA entered into that certain Carson Transfer Station Agreement dated _____, 20__ (“**Transfer Station Agreement**”).
- C. As material consideration for the Transfer Station Agreement, Owner granted CRA an option to purchase the Option Property upon terms and conditions set forth in Section 6 of the Transfer Station Agreement (“**Option Provision**”).
- D. Section 6 of the Transfer Station Agreement also provides that if CRA does not acquire the Option Property pursuant to the Option Provision, CRA has a right of first refusal with respect to the Property until December 31, 2021 (“**Right of First Refusal**”).

NOW, THEREFORE, Owner acknowledges that the CRA holds an Option to acquire the Property in accordance with the terms of the Option Provision and the Right of First Refusal.

1. This Memorandum of Option Agreement is to be recorded in the public records in order that third parties may have notice of the existence of the Option Provision and Right of First Refusal.
2. The Option commences on the effective date of the Transfer Station Agreement and ends on December 31, 2020. There is no right to extend the Option.
3. The Right of First Refusal commences on termination of the Option and ends on December 31, 2021. There is no right to extend the Right of First Refusal.
4. A copy of the Option Provisions is being held by each of the parties thereto. A copy of the Transfer Station Agreement is available to the public at 701 E. Carson Avenue, Carson, CA 90745 during CRA's normal hours. In the event of a conflict between this Memorandum and Section 6 of the Transfer Station Agreement, the Transfer Station Agreement shall control.

IN WITNESS WHEREOF, Owner and CRA have duly executed and delivered this Memorandum as of the day and year first above written.

OWNER:

USA WASTE OF CALIFORNIA INC,
a Delaware corporation (dba Carson
Transfer Station)

By: _____
Larry Metter, President – Southern
California Area

APPROVED AS TO FORM:

Miller Nash Graham & Dunn, LLP

By: _____
Print Name: Phillip Trajan Perez

CRA:

CARSON RECLAMATION
AUTHORITY, California joint powers
authority

By: _____
Albert Robles, Chair

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

By: _____
Sunny K. Soltani,
Legal Counsel for Authority

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 201_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

