

## 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.

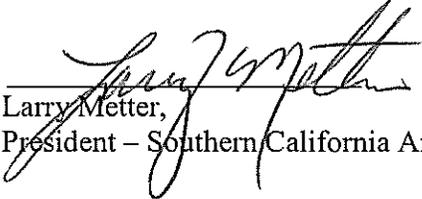
21. **Authority To Sign.** The persons executing this Transfer Station Agreement on behalf of the Parties hereto warrant (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Transfer Station Agreement on behalf of said party and to bind that party, 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

01007.0557/541041.8

**EXHIBIT B**

**106**

20



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 (CONTD)

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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## DESCRIPTION (CONTL,

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**

**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

Exhibit C

4815-1806-7077.2

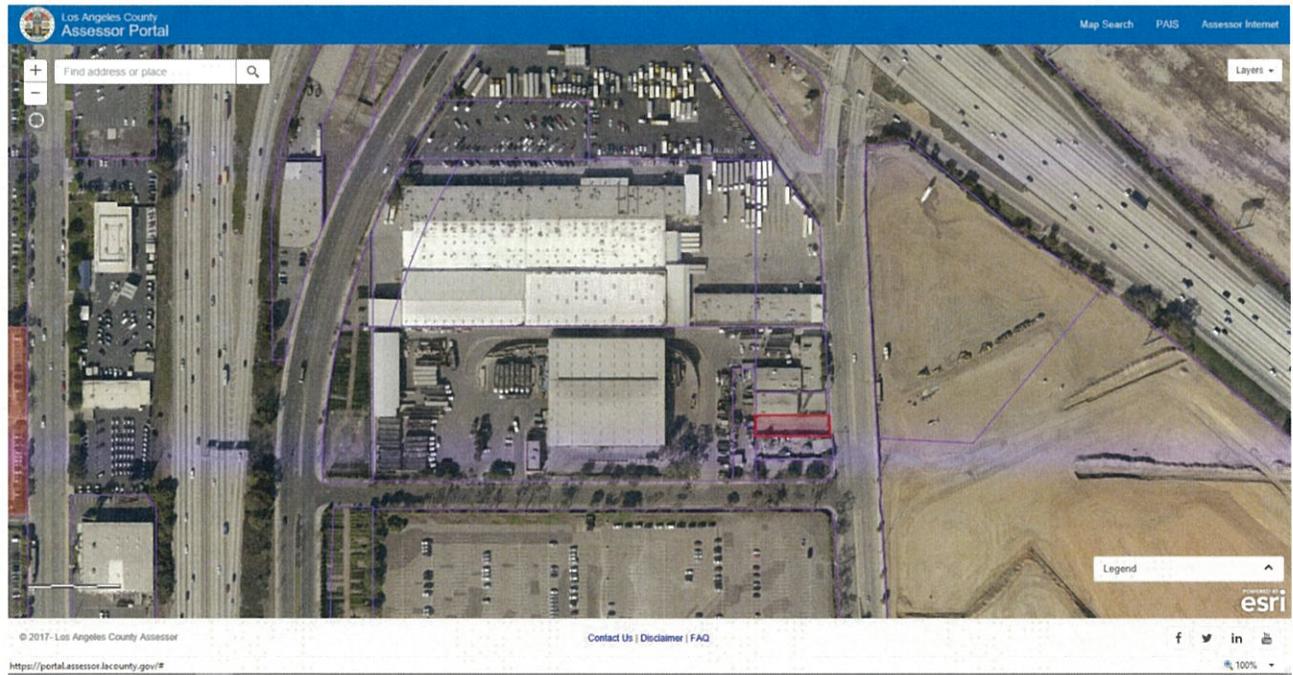
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**EXHIBIT B**

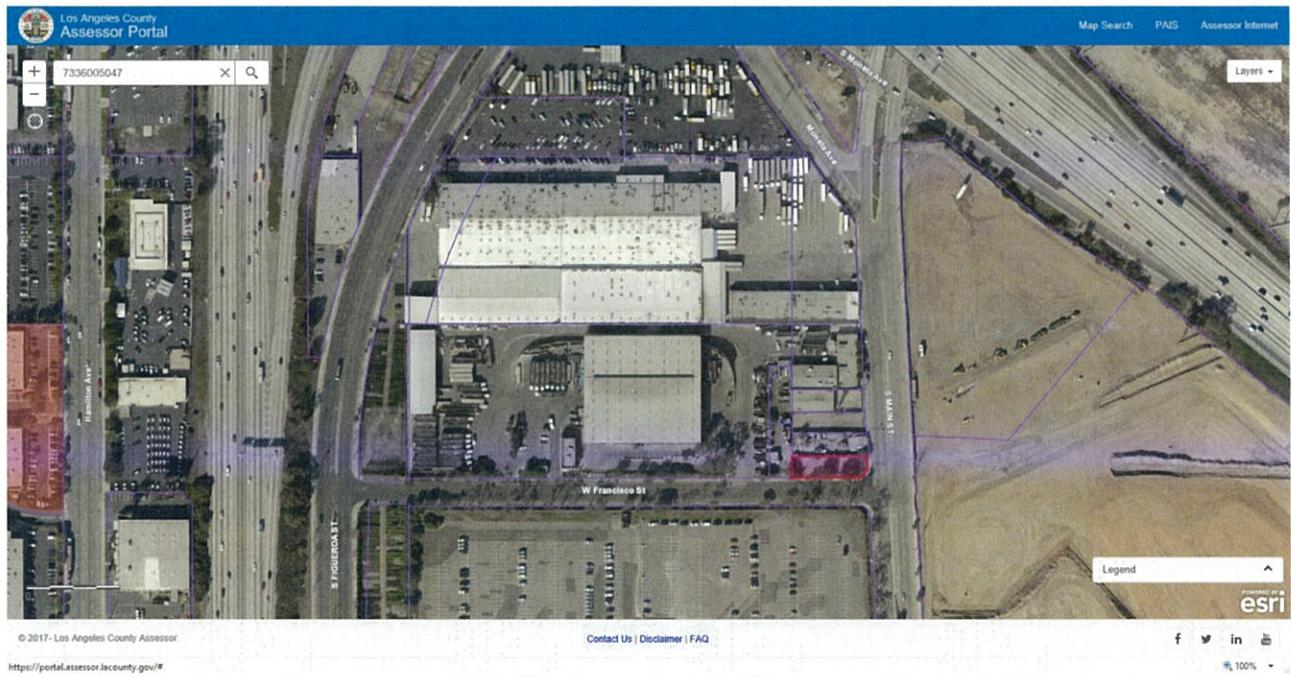
**116**

30

AIN: 7336-005-037



AIN: 7336-005-047



**EXHIBIT D**

**Host Fees for Transfer Station Schedule**

<b>Price</b>	<b>Effective Date</b>
\$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: