

**LEASE OF PUMICE VALLEY LANDFILL  
FOR TRANSFER AND MATERIALS MANAGEMENT SERVICES**

THE COUNTY OF MONO, on behalf of its Department of Public Works, Solid Waste Division, hereinafter referred to as "LESSOR," leases to \_\_\_\_\_, of \_\_\_\_\_ hereinafter referred to as "LESSEE," certain real property situated in the County of Mono, State of California, more particularly shown on the drawing marked **Exhibit A**, attached hereto and made a part hereof.

SUBJECT TO all existing uses and to all matters of record and to the reservations hereinafter set out.

THIS LEASE IS MADE UPON AND SUBJECT TO THE FOLLOWING TERMS, COVENANTS AND CONDITIONS TO WHICH THE PARTIES EXPRESSLY AGREE:

1. TERM: This lease shall commence on \_\_\_\_\_ and cease and terminate for all purposes on \_\_\_\_\_, unless sooner terminated as herein provided. Lessor is under no obligation to continue leasing the premises to Lessor after the date of termination of this lease.
2. DESIGNATED USE: The subject premises shall be used as [a solid waste transfer station/materials management site], and for no other purpose.
3. BASIC RENT - PLUS TAXES: As and for the rental hereof Lessee agrees to pay to Lessor on or before the first day of \_\_\_\_\_ of each year of this lease, the sum of \_\_\_\_\_ together with a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current. This amount shall be adjusted annually by the chained CPI and the new amount implemented July 1.
4. RENT PAYMENT: Lessee agrees to pay all rent promptly when due, and without deduction, setoff, prior notice, or demand, to the **County of Mono, Auditor-Controller, P.O. Box 556, Bridgeport, California 93517.**
  - A. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.
  - B. Prompt payment shall mean payment at the office of Lessor described above not more than five (5) days after the due date for the basic rental amount as set forth in this lease, and not more than thirty (30) days after billing for any taxes or special assessments as provided in this lease. Rental amount due and not paid promptly shall be deemed delinquent.

- C. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12ths of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.
5. TAXES - GENERAL: Lessee shall pay before delinquency, all taxes, assessments, license fees, and other charges that are levied upon the personal property and improvements owned by Lessee, if any, and used or located on the leased premises; and shall pay any other tax arising out of Lessee's operations upon the premises, including, but not limited to, any possessory interest tax.
  6. TAXES - SPECIAL ASSESSMENTS: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service, or a water district, Lessor shall pay said taxes and/or assessments and said payment will, unless the Lessor shall otherwise find and determine, be added to the basic rental amount at the beginning of any rental period.
  7. SUBSTITUTE AND ADDITIONAL TAXES: If at any time during the term of this lease the State of California or any political subdivision of the State, including any county, city, city and county, public corporation, district, or any other political entity or public corporation of this State, levies or assesses against Lessor a tax, fee, or excise on rents, on the square footage of the premises, on the act of entering into this lease, or on the occupancy of Lessee, or levies or assesses against Lessor, any other tax, fee or excise, however described, including, without limitation, a so-called value added tax, as a direct substitution in whole or in part for, or in addition to, any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.
  8. POSSESSORY INTEREST TAX: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that notice required by Revenue and Taxation Code Section 107.6 has been provided.
  9. UTILITIES: Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises, or any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.
  10. SIGNS: Lessee shall not allow any permanent or temporary signs, banners, placards, or other advertising matter or devices other than usual and ordinary business signs of Lessee, to be placed, attached to, or maintained on, said premises or any part thereof, without the prior written consent of Lessor; and such business signs shall be placed, attached, and maintained in such a manner as Lessor shall prescribe.

11. CARE OF PREMISES: Lessee has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition, relying solely on its own inspection, and not on any representations that may have been made by the Lessor or any of its agents.

Lessee agrees at its cost to keep the premises in good, clean, orderly and sanitary condition, and shall not commit or allow to be committed, any waste or nuisance upon the premises. Lessee further agrees to remove therefrom anything placed or stored thereon which Lessor considers to be undesirable or unsightly.

Any restoration of, or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises, shall be made at Lessee's sole cost and expense.

12. COMPLIANCE WITH APPLICABLE LAWS: Lessee shall, at all times, in its use and occupancy of the premises and in the conduct of its operations thereon, comply with all laws, statutes, ordinances, rules and regulations applicable thereto enacted and adopted by Federal, State, regional, municipal or other governmental bodies, or departments or offices thereof. In addition to the foregoing, Lessee shall comply immediately with any and all directives issued by Lessor or its authorized representatives under authority of any such law, statute, ordinance, rule or regulation.

13. PERMITS AND LICENSES: Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Lessee to use the lease premises in the manner indicated above must be procured by Lessee and be valid at the time Lessee enters into this Lease. Further, during the term of this Agreement, Lessee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Lessee at no expense to Lessor. Lessee will provide Lessor, upon execution of this Agreement, with evidence of any and all applicable current and valid licenses, certificates and permits. Where there is a dispute between Lessee and Lessor as to what licenses, certificates, and permits are required, Lessor reserves the right to make such determinations for purposes of this Lease.

14. MAINTENANCE AND REPAIR: As part of the consideration for this lease, Lessee agrees, at all times hereunder, and at its own expense, to keep, maintain, paint and repair the leased premises and all improvements thereon, if there be any, owned by Lessee, in as good and substantial condition and state of repair as the same now are, or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair, and regardless of the reasonableness or cause of wear, tear, or damages, Lessee at all times hereunder and at its own expense, shall keep and maintain the premises and all improvements and facilities thereon in as good condition

and repair as may be reasonably necessary for the safety of all persons who may lawfully enter thereupon.

In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein or future option to purchase, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable, but such works performed by Lessor shall in no event constitute a waiver of Lessee's obligation hereunder to keep said premises in good repair, and free from rubbish, noxious weeds, and other unsightly matter.

Lessee waives the provisions of Civil Code Sec, 1941 and 1942 with respect to Lessor's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.

Should Lessor make or perform any repairs, removals or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

15. **IMPROVEMENTS - GENERAL:** Lessee shall not build nor place any structure on the leased premises, nor make any alterations or additions thereto, without the prior written consent of Lessor.

In the absence of a written agreement to the contrary, and subject to the provisions of Paragraph 20, all improvements and structures on the leased premises are the property of the Lessee.

16. **IMPROVEMENTS OWNED BY LESSEE:** If there be any structures or improvements owned by Lessee, located upon the leased premises, whether existing or hereafter placed upon the premises, such structures or improvements, other than trees and shrubs planted by Lessee, shall, in the absence of a written agreement to the contrary, be and remain the personal property of Lessee, unless and until Lessor determines to execute its option to purchase such improvements pursuant to the terms and for the price stated in the [Transfer Services/Materials Management] Agreement between Lessor and Lessee. It is expressly agreed and understood that any and all such structures and improvements are subject to each and every term, covenant, and condition of this lease.

17. **INSPECTION:** Lessor through its authorized agents or employees shall have the right, at any time during reasonable business hours, in conformance with applicable provisions of the Civil Code to enter upon the premises for any purpose that will not unreasonably interfere with Lessee's use herein, including, but not limited to the purpose of inspection and repair.

18. **NONDISCRIMINATION:** The Lessee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, sex, religion, national origin, or ancestry in any transfer by sublease or assignment, or in the use, occupancy, tenure, or enjoyment of the premises herein leased.

19. **TERMINATION BY PARTIES:** This lease may be terminated by either party upon termination of the [Transfer Services/Materials Management] Agreement between Lessor and Lessee; or upon default by either party which is not cured in accordance with paragraph 24.

20. **SURRENDER OF PREMISES:** Upon the expiration of the term of this lease or sooner termination as herein provided, Lessor has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by Lessor, Lessee shall vacate the premises and shall peaceably surrender the same.

Under Lessor's right to discontinue leasing the premises, Lessee is obliged to, and shall remove any and all Lessee-owned works, structures, improvements, and personal property located in or upon the leased premises, and except for trees and shrubs and Lessor-owned improvements, if any, Lessee shall leave the premises in a level, graded condition. Lessor may waive the obligation to remove and restore by exercising its option to purchase the improvements under the Transfer Services Agreement. If the obligation is waived, Lessee shall quit and surrender possession of the premises to Lessor in at least as good and usable condition as the same are required to be maintained under the provisions of the paragraph entitled "Maintenance and Repair," and the paragraph entitled "Care of Premises." In this event, Lessor shall acquire title to any and all works, structures, improvements, and alterations located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in Lessor, and that Lessee shall thereafter have no rights whatsoever in any such works, structures, improvements, alterations, or personal property left on the premises.

Should Lessee fail to remove any Lessee-owned or sublessee-owned trade fixtures, appurtenances, furniture, or other personal property, or fail to request Lessor's waiver of removal, Lessor can elect to retain or dispose of, in any manner, any such trade fixtures, appurtenances, furniture, or personal property that Lessee does not remove from the

premises on expiration or termination of the term as allowed or required by this lease by giving thirty days' written notice to Lessee. Title to any such fixtures, appurtenances, furniture, or tenant's personal property that Lessor elects to retain or dispose of on expiration of the thirty-day period shall vest in Lessor. Lessee waives all claims against the Lessor for any damage to the Lessee resulting from Lessor's retention or disposal of any such property. Lessee shall be liable to Lessor for Lessor's costs for storing, removing, or disposing of any such property of the Lessee or sublessees.

21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will, with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this paragraph shall be no less than 1/12th of the total yearly rents, taxes and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **SUBLEASE OR VOLUNTARY ASSIGNMENT:** Lessee shall not voluntarily transfer or encumber its interest in the whole or any part of this lease or in the premises, or sublease the whole or any part of the leased premises, or permit the use or occupancy of any part of the premises by any other person or entity, or permit the transfer of the lease or possession of the leased premises by merger, consolidation, dissolution, or otherwise, without the express written consent of Lessor. Any assignment, transfer, or encumbrance shall be voidable and, at Lessor's election, shall constitute a default. Lessee shall not sublease the whole or any part of the leased premises, nor permit the use or occupancy of any part of the premises by any other person or entity without the express written consent of Lessor. Any sublease of the premises without Lessor's consent shall, at Lessor's election, be considered a default. Nothing herein contained shall be construed to prevent the use of said premises by any employee or business invitee of Lessee.
23. **INVOLUNTARY ASSIGNMENT:** No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:
  - A. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;
  - B. If a writ of attachment or execution is levied on this lease; or
  - C. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

- D. An involuntary assignment shall constitute a default by Lessee and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

24. DEFAULT: The occurrence of the following shall constitute a default by Lessee:

- A. Failure to pay rent when due, if the failure continues for 10 days after notice has been given to Lessee.
- B. Failure to provide a Lien Release bond within 10 days after notice has been given to Lessee.
- C. Failure to perform any other provision of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Lessee. If the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default of this lease if Lessee commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- D. Assignment and/or sublease, in whole or part, of the leased premises without Lessor's consent, as provided in the paragraph entitled "Sublease or Voluntary Assignment."

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions, and shall demand that Lessee perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Lessor so elects in the notice.

25. GENERAL INDEMNITY:

- A. The Lessee acknowledges and represents that it has inspected the premises, knows the condition thereof, and assumes full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this lease, and undertakes and agrees to release and hold harmless and indemnify the Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, its employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act

or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

- B. This Section and the obligations herein shall survive the expiration or earlier termination of this lease.

26. **LESSOR'S RIGHT OF ACCESS AND INSPECTION:** The Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, the Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

27. **INSURANCE:** Lessee shall procure and maintain, during the entire term of this Lease, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with this Lease:

- A. **Property insurance** against all risks of loss (including fire) to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Fire and Casualty: Lessee agrees to use the highest degree of care in preventing loss or damage to the premises, including loss by fire. If the leased premises, including any building or buildings thereon, or any part thereof, shall at any time be destroyed or damaged by fire, or other casualty, so that they shall be thereby rendered unfit for occupation or use as herein provided, then, and in that event, this agreement may be terminated by either party giving written notice of such termination, and Lessee shall immediately surrender the premises to Lessor, and shall pay rent only to the time of such surrender. Lessee shall have no claim against Lessor for the value of any unexpired term, or the loss of Lessee's personal property from any cause whatsoever.

Lessee waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the premises.

- B. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.



C. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees). The workers compensation policy shall be endorsed with a waiver of subrogation in favor of the County.

D. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

### ***Waiver of Subrogation***

Lessee hereby grants to County a waiver of any right to subrogation which any insurer of said Lessee may acquire against the County by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

### ***Verification of Coverage***

Lessee shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County. (4) a waiver of subrogation endorsement on the Workers' Compensation policy in favor of the County.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### ***Special Risks or Circumstances***

County reserves the right to modify these requirements at any time, including limits, by giving ninety (90) days' prior written notice to Lessee based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Lessee agrees to modify the coverage accordingly not later than date specified in the notice of modification.

The failure to carry and maintain in full force and effect such insurance policies shall be a major breach of the terms, covenants, agreements and conditions of this Lease.

28. NOTICES: Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:  
Mono County Department of Public Works  
Solid Waste Division  
P.O. Box  
Bridgeport, CA 93517

With a Copy to:  
Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

To Lessee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

29. DISABLED ACCESS:

- A. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.
- B. Should Lessee fail to comply with Subsection 30(A), then the Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access

compliance. Lessee will then be required to reimburse the Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

30. ENVIRONMENTAL-RELATED DAMAGE:

- A. Indemnification - Environmental: Lessee acknowledges that it has inspected the premises and knows the condition thereof and, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the County of Mono, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are suffered or incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or harm Lessor's premises or the environment, or destruction or loss of use of any property of either party hereto, or third persons in any manner ("liabilities") arising by reason of, incident to, or connected in any manner to 1) this lease; 2) the premises covered by this lease; 3) the non-performance or breach of any term, condition, or provision of this lease; and 4) the dumping, release, or placement of any item, material, substance, or waste on the premises; and the acts or omissions of Lessee or its employees, contractors, agents, customers, or invitees, as well as any person who uses the landfill or the premises, regardless of any negligence on the part of the Lessor. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all acts, accidents, occurrences, and/or events occurring before or during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.
- B. Survival of Obligations: This Section 31, and the obligations herein, shall survive the expiration or earlier termination of this lease.

31. **WAIVER:** No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Lessor, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Lessee before the expiration of the term. Only a notice from Lessor to Lessee shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease. Lessor's consent or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

Any waiver by Lessor of any default shall not be a waiver of any other default concerning the same or any other provision of the lease.

32. **CUMULATIVE NATURE OF REMEDIES:** Lessor shall have the remedies allowed in this lease if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.
33. **ATTORNEYS' FEES AND COSTS:** The Lessee agrees to pay to the lessor all costs and expenses, including attorneys' fees, in a reasonable sum, incurred in enforcing any and all of the terms, covenants, agreements and conditions of this lease, or in any litigation or negotiation in which the Lessor shall, without its fault, become involved through or on account of this lease and in any action brought by the Lessor to recover any money due and unpaid hereunder, or to recover possession of said demised premises, whether such action proceed to judgment or not, Lessee is advised that pursuant to the provisions of Section 1717 of the Civil Code it may, as the prevailing party in an action between Lessor and Lessee, be entitled to an award of reasonable attorneys' fees as a result of this paragraph.
34. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of and be binding upon the parties hereto and any heirs, successors, executors, administrators, and assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
35. **CORPORATION OR PARTNERSHIP:**
- A. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership or voting control of the corporation, voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and therefore subject to the

provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

- B. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and therefore subject to the provisions of this lease as to voluntary assignment thereof.

36. RECORDING: Neither this lease nor a memorandum thereof shall be recorded without Lessor's consent in writing.

37. SPECIAL PROVISIONS:

- A. Lessee shall, at all times, comply fully with all laws, including, but not limited to, all waste discharge requirements set forth by the California Regional Water Quality Control Board, Lahontan Region, and CalRecycle.
- B. Lessee shall install and maintain fence at the entrance to prevent debris from blowing onto adjoining land if directed by Lessor.
- C. Lessee shall be responsible for removal of any debris originating from the Transfer/Materials Management site or scattered outside of it from whatever cause.
- D. In the event it becomes necessary for the Lessor to correct any condition on the premises caused by negligence or improper operation of the site Lessee will be billed for costs and Lessee agrees to pay costs as billed.
- E. Lessee shall promptly, within seven (7) days of receipt or submittal of notifications or correspondences from or related to regulatory agencies, submit to Lessor copies of said notices or correspondences that relate to but are not limited to landfill violations, proposals, operational changes, etc.
- F. [[SUCH OTHER REQUIREMENTS AS MAY BE APPLICABLE DEPENDING UPON USE OF SITE]]

38. GENERAL PROVISIONS: Time is expressly declared to be the essence of each and every term, covenant, condition and provision of this lease.

- A. All provisions of this lease, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

B. If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

39. SUPERSEDURE: This lease upon becoming effective shall supersede and annul any and all permits, leases or rental agreements heretofore made or issued for the leased premises between Lessor and Lessee, and any such permits, leases or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees which may have accrued thereunder.

40. ENTIRE UNDERSTANDING: This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the respective parties hereto have executed this lease this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**County of Mono/LESSOR:**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title:

**LESSEE:**

The signature affixed hereto of Lessee, or the authorized representative of Lessee, certifies that Lessee has read and does understand each and every paragraph contained in this lease and agrees to abide by and be bound by same.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title: