

MOTION BY SUPERVISOR HILDA L. SOLIS

October 27, 2026

Puente Hills Landfill Park Project – Delegate Authority to Execute Lease Agreement And Return of SD1 Funds from the Completed Hilda L. Solis Community Park Project

In 1970, the Los Angeles County Sanitation Districts (Sanitation Districts) purchased over 1,200 acres of land in the Puente Hills canyons of the San Gabriel Valley to create a new, regional landfill known today as the Puente Hills Landfill. Under conditions laid out in several conditional use permits (CUPs), a 1987 Joint Powers Agreement (JPA) entered into by the Sanitation Districts and the County of Los Angeles (County), and Assembly Bill 2632 (Solis), the Sanitation Districts were required to provide portions of the site to the County for park and recreation purposes after the landfill ceased operations.

The Puente Hills Landfill ceased accepting waste in 2013 after 56 years of receiving trash from homes and businesses in over 60 cities and unincorporated areas across the County. After the closure of the landfill, the County worked with the Sanitation Districts and stakeholders to develop the Puente Hills Landfill Park Master Plan (Master Plan) which lays out the vision for the buildout of the County’s first new regional park in more than 30 years. This Master Plan, which was approved by the County Board of

MOTION

Mitchell	_____
Horvath	_____
Hahn	_____
Barger	_____
Solis	_____

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Supervisors (Board) in 2016, provides a phased approach to construction with Phase 1 of the Master Plan offering basic park amenities. Following a dispute surrounding the financial responsibility for development, operation, and maintenance of the park, the County and Sanitation Districts negotiated a settlement agreement (Settlement) that resolved these disputes and allowed for the park to move forward.

On September 28, 2021, the Board approved the Settlement, requiring, among other things, that the Sanitation Districts provide \$80 million to the County for the development of a regional park at the Puente Hills Landfill. Additionally, the Board approved the Puente Hills Landfill Park Project located at 13134-13144 Crossroads Parkway South, City of Industry, at the existing 1,365-acre Puente Hills Landfill (Project) and authorized Public Works to proceed with preconstruction activities. The 142-acre park will be developed in phases and will include elements of the 2016 Puente Hills Landfill Park Master Plan and the 2017 Puente Hills Landfill Park Transportation Management Plan, including expansive multi-use trails for hiking, mountain biking, and horseback riding, stair climbs, an equestrian staging area, a bike skills area, picnic areas, scenic overlooks, nature play areas, environmental education zones, maintenance yard facilities, and the loop road required for park circulation, fire and emergency access, ADA and accessibility, and for safety and security monitoring. The park will provide open space for visitors to exercise, engage in outdoor activities, and connect with nature. Central to

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this project is the nearly completed Hilda L. Solis Environmental Justice Center (EJC). The EJC will be more than visitor center – it will be the first of its kind, a community-centered facility with classrooms, auditorium, animal ambassador displays, and exhibition spaces where visitors can learn about the history of the site, the landfill, and the meaning of climate resilience and environmental justice in Los Angeles through immersive, multimedia exhibits.

In December 2021, the Amended and Restated Joint Powers Agreement (Amended JPA) between the Sanitation Districts and the County was executed. The Amended JPA delineates the roles and responsibilities for both agencies as the Sanitation Districts continue their post-closure maintenance activities for the landfill and as the County moves forward with construction, operation, and maintenance of a new regional park. Further, the Amended JPA contemplates entering into property occupancy documents to further define the roles and responsibilities of the Sanitation Districts and County. To this end, the Sanitation Districts and County have been negotiating a ground lease (Ground Lease) and as site conditions have become better known, the Ground Lease terms have evolved. As the Ground Lease was being negotiated, preconstruction and construction activities were initiated.

On March 21, 2023, the Board awarded and delegated authority to Public Works to execute a Construction Manager at Risk (CMAR) preconstruction and construction

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services agreement with The PENTA Building Group, LLC (“PENTA”) to provide preconstruction investigation and cost estimating services for the Project. On February 18, 2025, the Board approved a total budget of \$105,000,000 for the Project, which included a Change Order Contingency of \$18,599,500. The Board also authorized the Director of Public Works to execute a construction services contract amendment to PENTA’s CMAR Agreement to construct Phase 1A of the park development for a Guaranteed Maximum Price (“GMP”) of \$61,000,500. On December 2, 2025, the Board approved a revised Phase 1A total project budget of \$108,000,000, in addition to authorizing the Director of Public Works to execute various change orders for the Project.

The County and Sanitation Districts have now reached agreement on a Ground Lease, for which the Chief Executive Office and the Department of Parks and Recreation seek authority from the Board to execute. Execution of the Ground Lease will clear the path towards completion of the new regional park space first envisioned nearly 40 years ago.

Separately, the MacLaren Community Park, was substantially completed in September 2026. The new park transformed a segment of the MacLaren Hall site, located at 4024 Durfee Avenue, into a much-needed green space. The project included the demolition of unused and underused buildings to pave the way for the new open space for the community. The 5.6-acre park features a regulation-size soccer field, basketball

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and tennis courts, fitness area, restrooms, picnic areas, shade structures, pavilion, children's play area, water feature, demonstration gardens, and native landscaping with interpretive signage.

Given the various emergent needs within the community, it is prudent to move the remaining project funds that were advanced by the First Supervisorial District to redistribute for other priorities. Any anticipated funds needed to close out remaining obligations and cover various project-related fees will be covered by project savings. This will allow for \$1,466,000 to be returned to the First Supervisorial District's Community Program Funds account. These funds were advanced by the First Supervisorial District to the MacLaren project while grant funding from the Rivers and Mountains Conservancy was secured so as not to delay the start of the project.

I, **THEREFORE, MOVE** that the Board of Supervisors suspend Section 22.1 of the Rules of the Board for the limited purpose of considering this motion.

I, **FURTHER, MOVE** that the Board of Supervisors:

1. Determine that the recommended actions set forth herein are within the scope of the impacts analyzed in an Environmental Impact Report for the Puente Hills Landfill Park Master Plan and Addendum No. 1 previously certified by the Board and that there are no changes to the Project or to the circumstances under which the Project is undertaken that require further review under the California

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Environmental Quality Act (CEQA). The Department of Public Works is hereby directed to file a Notice of Determination with the County Clerk in accordance with section 21152 of the California Public Resources Code. Furthermore, find that the recommended action to transfer project funding is an administrative activity of government that will not result in physical changes to the environment pursuant to State CEQA Guidelines section 15378(b) and is not a project pursuant to Public Resources Code section 21065 and is therefore not subject to CEQA.

2. Delegate authority to the Chief Executive Officer, or designee, and to the Director of Parks and Recreation, or designee, to execute the Ground Lease agreement with the Sanitation Districts related to the Puente Hills Landfill Park Project which is attached as Exhibit 1, subject to potential revisions to certain provisions in Article 18 related to the National Park Service (NPS) grant for the Project which are currently being finalized by NPS and the Department of Parks and Recreation, including the addition of two legal description exhibits pertaining to the NPS grant to be attached to the Ground Lease agreement, and subject to approval as to form by County Counsel.
3. Authorize the Department of Parks and Recreation (Parks) to accept a NPS grant in the amount of \$15,000,000 for the Puente Hills Landfill Park Project and delegate authority to the Director of Parks, or her designee, to negotiate and

AGN. NO. _____

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execute the necessary documents to accept the NPS grant upon approval as to form by County Counsel.

4. Approve an appropriation adjustment to reflect the transfer of \$1,466,000 residual Community Program Funds from the substantially completed MacLaren Community Park, Capital Project No. 69953, to return Community Program Funds to the First Supervisorial District (SD1).

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HLS:wr

October 27, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2026-27
3 - VOTES

SOURCES		USES	
PARKS AND RECREATION MACLAREN COMMUNITY PARK A01-CP-6014-65043-69953 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,466,000	BOARD OF SUPERVISORS A01-BS-2000-10010 SERVICES & SUPPLIES INCREASE APPROPRIATION	1,466,000
SOURCES TOTAL	\$ 1,466,000	USES TOTAL	\$ 1,466,000

JUSTIFICATION

Reflects the transfer of \$1,466,000 residual Community Program Funds from the substantially completed MacLaren Community Park, Capital Project No. (CP) 69953 to return Community Program Funds to the First Supervisorial District. Any anticipated funds needed to close out the CP will be covered by project savings.


AUTHORIZED SIGNATURE CYNDI LIEU, FINANCE MANAGER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

AUDITOR-CONTROLLER

B.A. NO. 031

☐ ACTION
☒ RECOMMENDATION
BY Andrea Turner
DATE 10/22/26

☒ APPROVED AS REQUESTED
☐ APPROVED AS REVISED
CHIEF EXECUTIVE OFFICER

Matthew J. Diaz
BY Diaz
DATE 10/22/26

*DRAFT FINAL – July 6, 2026***GROUND LEASE**

This GROUND LEASE (“**Lease**”) is dated _____, 20____ (the “**Effective Date**”) and is by and between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (“**District No. 2**”) and COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY (“**District No. 18**” and together with District No. 2, the “**District**”), each a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.*, on the one hand, and the COUNTY OF LOS ANGELES, a body corporate and politic (“**County**”), on the other hand. The District and County are occasionally referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

RECITALS

A. District No. 18 is the fee owner of approximately 1,365 acres of real property located at 13130 Crossroads Parkway South in an unincorporated area of the County of Los Angeles, identified as Los Angeles County Assessor’s Parcel Numbers 8125-021-933, 8125-021-942, 8125-021-943, 8125-022-901, 8125-023-901, 8125-023-902, 8125-025-922, 8125-025-800, and 8125-025-801, and commonly known as the Puente Hills Landfill (“**Landfill**”), a closed municipal solid waste disposal facility (the “**Landfill Premises**”), as depicted on Exhibit A.

B. District No. 2 and District No. 18, among other county sanitation districts, are parties to that certain Sanitation Districts Solid Waste Management System Agreement dated February 21, 1996, as amended on May 23, 2007 (District’s Contract Nos. 3430 and 3430A), pursuant to which District No. 2 is designated as the administrative district and thus charged with the responsibility to maintain the Landfill.

C. Pursuant to that certain Agreement dated November 27, 1996 (District’s Contract No. 3479), the District dedicated in perpetuity the southern approximately 225 acres of the Landfill Premises to the Puente Hills Habitat Preservation Authority (“**PHHPA**”) for open space purposes (the “**Puente Hills Landfill Native Habitat Preservation Area**”), as depicted on Exhibit A. The Puente Hills Landfill Native Habitat Preservation Area is managed by the PHHPA.

D. The District has informed County that the Landfill opened in 1957 as the privately-owned San Gabriel Valley Dump, and the District purchased the Landfill in 1970, and pursuant to a series of conditional use permits approved by County, including CUP No. 2235-(I) in 1983, CUP No. 92-250(4) in 1994, and CUP No. 02-027-04 in 2002 (collectively, the “**CUPs**”), the District operated the Landfill from 1970 until October 31, 2013, when the District ceased permitting individuals and entities to dispose of refuse at the Landfill (“**Cessation of Disposal Activities**”).

E. The CUPs, California Public Resources Code Section 5600, and a 1987 Joint Powers Agreement between the District and County (the “**1987 JPA**”) required the District to designate the areas of the Landfill Premises that the District has filled with refuse (the “**Fill Areas**”) as open space, in perpetuity, so that County could construct, operate, and maintain a public park. The District has informed County that, as of the Cessation of Disposal Activities, the District filled approximately 602 acres of the Landfill Premises with refuse, as depicted on Exhibit A, and these 602 acres are deemed by the Parties to be the Fill Areas.

F. In October 2016, County's Board of Supervisors approved the Puente Hills Landfill Park Master Plan ("**Park Master Plan**"), which sets forth County's proposed development of a regional public park, to be known as the Esperanza Hills Regional Park, on a portion of the Landfill Premises (the "**Park**"). Specifically, the Park Master Plan calls for the construction of various improvements on Fill Areas and on Non-Fill Areas, as defined below and depicted on Exhibit A, at the Landfill Premises.

G. On December 6, 2018, the District obtained certification from the State of California Department of Resources Recycling and Recovery ("**CalRecycle**") that the Landfill is formally closed (the "**Landfill Closure**"). Following Landfill Closure, the District is required to conduct certain post closure maintenance activities on the Landfill Premises, including but not limited to construction, operation, maintenance, repair, enhancement, optimization, modification, improvement or replacement of the Environmental Control Systems (as defined in Section 4.1.2) and other improvements (collectively, the "**Post Closure Maintenance Activities**") in and on the Landfill Premises necessary to comply with post closure regulatory requirements, pursuant to and in accordance with (a) the District's Puente Hills Landfill Final Post Closure Maintenance Plan (as may be amended from time to time, the "**PCM Plan**"), (b) Title 27 of the California Code of Regulations ("**27 CCR**"), (c) applicable Environmental Laws, and (d) applicable Legal Requirements (collectively, the "**Post Closure Maintenance Requirements**").

H. Pursuant to 27 CCR, the District is required to demonstrate the availability of financial resources to conduct post closure maintenance and corrective action activities. Accordingly, the District has either pledged certain revenues or set aside certain funds towards paying for the cost of the Post Closure Maintenance Activities and/or corrective action.

I. County acknowledges and agrees that, to the extent the District is required by the Los Angeles Regional Water Quality Control Board ("**Regional Water Board**"), the Los Angeles County Local Enforcement Agency ("**LEA**"), and/or CalRecycle to include in a future update of the PCM Plan the estimated cost for Post Closure Maintenance Activities related to or resulting from the County Improvements to be constructed on the Premises and, accordingly, to increase the amount of the PCM Plan Financial Assurance to ensure sufficient funds are available to pay for such Post Closure Maintenance Activities, then County shall undertake those actions as set forth in Article 17.1 hereof.

J. The PCM Plan approved by the LEA, CalRecycle, and the Regional Water Board that is in effect as of the Effective Date is dated January 2025, a copy of which can be found on CalRecycle's website.

K. Pursuant to and as described in the PCM Plan, the Fill Areas are covered with a final cover system that has been approved by the Regional Water Board (the "**Landfill Cover**"). Any disturbance or changes to the Landfill Cover proposed by County in order to accommodate development of the Park is subject to prior written approval by the District, the Regional Water Board, and other responsible Governmental Authorities, as more particularly set forth in Section 4.2.2.

L. On December 14, 2021, the District and County amended and restated the 1987 JPA in its entirety by that certain *Amended and Restated Joint Powers Agreement for Puente Hills Landfill* (District's Contract No. 2896A) (the "**JPA**"). The JPA defines the roles of the District

and the County with respect to the Post Closure Maintenance Activities and the development and operation of the Park. Execution of the JPA was required pursuant to that certain *Settlement Agreement and Mutual Release of All Claims* (the “**Settlement Agreement**”) approved by the District and County on September 21, 2021, and October 5, 2021, respectively (District’s Contract No. 5386). Pursuant to the Settlement Agreement and the JPA, the Parties agreed that the County would use certain portions of the Landfill Premises that did not contain refuse (the “**Non-Fill Areas**”).

M. As of the Effective Date, the Landfill Premises include, without limitation, the following improvements:

i. An asphalt-paved road off of the Crossroads Parkway South public right-of-way for purposes of accessing the Landfill Premises to support the District’s Post Closure Maintenance Activities, as well as to provide access to the District’s Puente Hills Materials Recovery Facility (“**PHMRF**”) and Puente Hills Intermodal Facility (“**PHIMF**”), which are located adjacent to the Landfill Premises (the “**Entrance Road**”), as depicted on Exhibit B;

ii. An asphalt-paved road that connects to the Entrance Road and is used to access the interior portions and top deck of the Landfill, such as the Fill Areas, to support the District’s Post Closure Maintenance Activities (the “**Landfill Access Road**”), as depicted on Exhibit B;

iii. Various unpaved service and bench roads located throughout the Landfill Premises that are used by the District in support of its Post Closure Maintenance Activities (the “**Landfill Service Roads**”), a subset of which County will be permitted to use for operation and maintenance of the Park (i.e., not for public use) pursuant to the terms of this Lease (the “**Landfill Maintenance Roads**”), as depicted on Exhibit B;

iv. A single-story masonry building and associated parking located on Non-Fill Areas used by the District in support of its Post Closure Maintenance Activities (the “**Existing Operations Building**”) at the location identified on Exhibit B;

v. A single-story building and associated parking located on Non-Fill Areas used by the District in support of its Post Closure Maintenance Activities (the “**Existing District Maintenance Building Area**”) at the location identified on Exhibit D-1;

vi. A paved area containing several structures and associated parking located on Fill Areas used by the District in support of its Post Closure Maintenance Activities (the “**Existing District Landscape Facilities Area**”) at the location identified on Exhibit D;

vii. A paved parking lot (“**PERG Parking Lot**”) located on Fill Areas used for the District’s Puente Hills Gas-to-Energy Facility (“**PERG**”) at the location identified on Exhibit D;

viii. Two separate equipment and materials storage areas located on Fill Areas used by the District in support of its Post Closure Maintenance Activities (the “**Existing District Bench 16 Storage Yard**” and the “**Existing District West Storage Yard**”) at the locations identified on Exhibit D; and

viii. Environmental Control Systems (as defined in Section 4.1.2).

N. Pursuant to Section 4 of the JPA, the Parties agreed that the District will grant to County rights to the Fill Areas and rights to certain Non-Fill Areas at the Landfill Premises for the development of the Park, which would be memorialized in property occupancy document(s). This Lease constitutes the Property Occupancy Document, as defined in the JPA, for the Park. The areas of the Landfill Premises that comprise the Premises are legally described in Exhibit C and depicted on Exhibit D, as more particularly described in Section 2.1.1 (collectively, the “**Premises**”).

O. This Lease is intended to provide County rights to construct, operate, and maintain all phases of the Park. As of the Effective Date, the District has permitted County to commence construction of certain elements of Phase 1 of the Park Master Plan, as described below. Additional phases of the Park will be developed by County at the Premises in the future and in accordance with the terms and conditions of this Lease.

P. County applied for, and the National Parks Service (“**NPS**”) has awarded, a grant (the “**NPS Grant**”) for the development of a certain portion of the Premises, as depicted in Exhibit H (the “**Grant Area**”), with a park. In order to satisfy certain NPS Grant requirements, as set forth in Article 18 (the “**NPS Grant Requirements**”), including but not limited to, maintaining the Grant Area open to the public for outdoor use, in perpetuity, the County has requested that the District lease the Premises to County for a period of ninety-nine (99) years for the development of the Park.

Q. Pursuant to 27 CCR Section 21190, the District and County jointly prepared a Post Closure Land Use Plan (“**PCLUP**”), which describes the County Improvements (as defined in Article 20) proposed to be constructed by the County at the Premises as part of Phase 1 of the Park Master Plan. The PCLUP was approved in May 2025 by the LEA and CalRecycle. According to CalRecycle, construction of Phase 1 of the Park at the Premises is subject to approval of the PCLUP. Prior to construction of future phases of the Park, a new PCLUP will be prepared and submitted by the District and County for review and approval by the LEA and CalRecycle.

R. In connection with the development of Phase 1 of the Park pursuant to the Park Master Plan, and consistent with the PCLUP, the County intends to undertake the following major construction work (the “**Phase 1 Work**”):

- i. Demolition and removal of the Existing Operations Building;
- ii. Installation of temporary trailer offices (in size and with amenities satisfactory to the District) for the exclusive use of the District in support of its Post Closure Maintenance Activities during construction of Phase 1 of the Park Master Plan (the “**Temporary District Operations Trailer**”) at the location identified on Exhibit B;
- iii. Construction of a permanent operations and maintenance facility for the exclusive use of the District in support of its Post Closure Maintenance Activities (the “**New District O&M Building**”) at the location identified on Exhibit D-1 (the “**New District O&M Building Area**”);

iv. Set aside of an approximately 1.1-acre area within the Fill Areas portion of the Premises for the exclusive use of the District for equipment and materials storage in support of its Post Closure Maintenance Activities (the “**District O&M Yard**”), at the general location identified on Exhibits D and D-2;

v. Construction of a public welcome/reception facility (the “**Environmental Justice Center**”) and parking lot for the Park; certain landscape and hardscape improvements adjacent to the Environmental Justice Center (“**The Landing**”); a shade canopy, shed structure, and various landscape and hardscape improvements opposite from The Landing (the “**Compost Demonstration Site**”); and an operations and maintenance facility for the Park adjacent to the Environmental Justice Center (the “**County O&M Building**”), at the location identified on Exhibit D-1 (the “**Park Entry Plaza Area**”);

vi. Construction of various landscape and hardscape improvements at the Crossroads Parkway South entrance to the Landfill Premises to facilitate pedestrian access to the Park, at the location identified on Exhibit D-1 (the “**Crossroads Entry Area**”);

vii. Installation of a shade structure, overlook, and vault restroom unit on a Non-Fill Area near the highest point of the Premises, at the location identified on Exhibit D-2 (the “**Nike Hill Area**”);

viii. Construction of various Park improvements on the Fill Areas, including a bike skills area, dog run, walking paths and trails, picnic areas, performance area, ceremonial area, and vault restroom units, among other improvements; and

ix. Grading and paving of certain Landfill Service Roads within the Premises (the “**Connector Road Segments**”), as depicted on Exhibit B, to connect to and extend the existing asphalt-paved Landfill Access Road in order to facilitate public access to, and circulation around, the Park. The Connector Road Segments and the Landfill Access Road are collectively referred to herein as the “**Park Loop Road**.”

The improvements listed in this Recital R, and any similar such improvements proposed by County as part of development of future phases of the Park, are “**County Improvements**” (as defined in Article 20) subject to approval as more particularly described in Section 4.2.2.

S. In order to facilitate the start of Park development, County and the District entered into that certain Construction Permit dated April 23, 2025 (the “**Construction Permit**”), which allowed County to commence construction at the Premises of certain elements of Phase 1 of the Park Master Plan (referred to by County as “**Phase 1A**”) while the Parties finalized this Lease. The Construction Permit will be terminated upon execution of this Lease by the Parties.

T. In August 2025, while excavating to install a storm drain where The Landing will be developed, County encountered fill material in the trench, including newspapers, bottles, and cans (the “**Fill Encounter**”). On or about September 2025, the District notified the LEA, the Regional Water Board, and South Coast Air Quality Management District (“**AQMD**”) of the Fill Encounter and in order to satisfy the requirements set forth by such Governmental Authorities, the District and County prepared (i) an AQMD Rule 1150 excavation plan (the “**AQMD Excavation Plan**”), which was approved by the AQMD on April 7, 2026, and (ii) a plan outlining County’s

investigation of the extent of fill at The Landing, County's reuse of all uncontaminated soil excavated from The Landing, and County's transport and disposal of all mixed soil and refuse from The Landing to an appropriate disposal site (the "**Investigation Work Plan**"), which was approved by the LEA and CalRecycle on March 19, 2026. In connection with County's transport and disposal of mixed soil and refuse pursuant to the Investigation Work Plan, the District will execute a transportation manifest or similar document (in form and content reasonably acceptable to the District) to confirm that the District is the owner of such mixed soil and refuse. This matter is more particularly addressed in Section 4.2. Additionally, on November 4, 2025, and on May 4, 2026, while excavating to install improvements east of the New District O&M Building, within or very close to the limits of the Fill Areas, County encountered fill material in the trench. The District notified the LEA, the Regional Water Board, and AQMD after each incident and, following consultation with the LEA and the Regional Water Board, County repaired the trench at each location in accordance with the District's Puente Hills Landfill Final Closure Plan dated March 2015. The District has informed County that, as of June 22, 2026, no further action is required by the Governmental Authorities concerning the November 4, 2025, and May 4, 2026 fill encounters.

U. During negotiations on the Construction Permit, County informed the District of its desire to develop the Compost Demonstration Site on approximately 0.3 acres of Non-Fill Area at the Landfill Premises that was not contemplated in the JPA. The District agreed to permit County to utilize such 0.3 acres of Non-Fill Area to construct the Compost Demonstration Site in exchange for County giving up its rights to lease the approximately 0.36-acre Non-Fill Area identified as "Operations Trailer Area" in the JPA.

V. In order to facilitate the construction, development, operation, and maintenance of the Park, County desires to lease the Premises from the District, subject to and in accordance with the terms and conditions set forth in this Lease.

W. Pursuant to that certain License Agreement dated February 3, 1976, as amended on February 28, 1978, April 24, 1979, and April 28, 1987 (District's Contract Nos. 2219, 2219A, 2219B, and 2219C) (the "**Trail License**"), County has existing non-exclusive rights through the Landfill Premises for construction, operation, and maintenance of a portion of the Landfill Premises as public hiking trails, which are commonly known as the "Schabarum-Skyline Trail," "Native Oak Trail," and "Ahwingna Trail" (collectively, the "**Landfill Premises Trails**"). The Trail License is separate from this Lease and is not a part of the Premises. Concurrently upon execution of this Lease, the Parties agree to amend and restate the Trail License in the form attached hereto as Exhibit E (the "**Amended and Restated Trail License Agreement**") in order to consolidate all previous amendments; incorporate certain rights and obligations of the Parties under this Lease; and update, modernize, and clarify references throughout the document.

X. The Parties have agreed in the JPA that approximately ten (10) years prior to completion of the District's Post Closure Maintenance Requirements at the Landfill, as specified in the PCM Plan, the District and County shall meet and confer as to the future plans of the Landfill Premises and the District shall grant a right of first refusal to County to lease or purchase the Landfill Premises to ensure the continued operation of the Park, all as more particularly described in Section 13 of the JPA.

Y. In accordance with the terms, provisions, and requirements of the California Surplus Land Act (California Government Code Sections 54220-54233) (the “**Act**”), the Board of Directors of District No. 2 adopted a resolution on January 14, 2026, declaring the Landfill Premises “exempt surplus land” for purposes of the Act because the Landfill Premises meets the definition of “exempt surplus land” as that term is defined in California Government Code Section 54221(f)(1)(D).

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the representations, warranties, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and County agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS AND DEFINITIONS

1.1 **Incorporation of Recitals.** The terms set forth in the Recitals above are hereby incorporated by this reference as if set forth in full herein.

1.2 **Definitions.** Capitalized terms as used in this Lease shall have the meanings as indicated immediately preceding that capitalized term or as set forth in Article 20.

ARTICLE 2 DEMISE AND USE OF PREMISES

2.1 **Demise.**

2.1.1 **Lease of Premises.** Subject to Section 2.5, the District hereby leases to County, and County hereby leases from the District, upon and subject to all of the covenants and conditions set forth in this Lease, the Premises, which is comprised of the areas described in Sections 2.1.1.1 through 2.1.1.7. County shall, by September 30, 2026, cause to be prepared by a surveyor licensed in the State of California, a complete legal description of the Premises (the “**Legal Description**”) and submit same to the District for review and approval. Upon the District’s approval of the Legal Description, the Parties shall immediately execute an amendment to this Lease incorporating the Legal Description into this Lease as Exhibit C. Upon the Effective Date, Exhibit C shall be blank and reserved for the Legal Description. The Premises shall be legally described in Exhibit C (as stated above) and are currently depicted in Exhibit D.

2.1.1.1 Non-exclusive use of (a) the Entrance Road (from the Crossroads Parkway South public right-of-way to the Landfill Access Road), (b) the Landfill Access Road, (c) the Connector Road Segments, and (d) the Landfill Maintenance Roads;

2.1.1.2 Non-exclusive use of the Fill Areas, from the top of the Landfill Cover to the sky; provided, however, the Fill Areas exclude the Existing District Landscape Facilities Area, the PERG Parking Lot, the Existing District Bench 16 Storage Yard, the Existing District West Storage Yard, and the District O&M Yard, which are all reserved for the exclusive use of the District;

2.1.1.3 Non-exclusive use of the Crossroads Entry Area, which is located within a Non-Fill Area, from the center of the earth to the sky;

2.1.1.4 Non-exclusive use of the Park Entry Plaza Area, which is located within a Non-Fill Area, from the center of the earth to the sky; provided, however, County shall have exclusive rights to use the Environmental Justice Center and the County O&M Building within the Park Entry Plaza Area. In exchange for the District agreeing to include the Compost Demonstration Site as part of the Park Entry Plaza Area, which was not contemplated in the JPA, County agrees that its rights under the JPA to lease or utilize in any way the “Operations Trailer Area,” as defined and depicted in the JPA, are hereby deleted from the JPA and of no force or effect;

2.1.1.5 Non-exclusive use of the Nike Hill Area, which is located within a Non-Fill Area, from the center of the earth to the sky; provided, however, the Nike Hill Area excludes the portion of the Landfill Premises Trails that traverse the Nike Hill Area and is the subject of a separate agreement between the Parties. For purposes of clarity only, the five (5) existing communication tower sites leased by the District to third parties and the area between two (2) of the communication tower sites containing the District’s recycled water storage tank are not within the Nike Hill Area;

2.1.1.6 Non-exclusive use of the Buttress Area, which is located within a Non-Fill Area, from the center of the earth to the sky; provided, however, the Buttress Area excludes the portion of the Landfill Premises Trails that traverse the Buttress Area and is the subject of a separate agreement between the Parties. County acknowledges and agrees that the Buttress Area includes an engineered side slope constructed by the District for Landfill stability purposes. Therefore, any excavation, construction, disturbance, or modification of or within the Buttress Area shall be planned and designed in close coordination and continuous communication with the District and all applicable Governmental Authorities, as more particularly described in Section 4.2.2; and

2.1.1.7 Non-exclusive use of the Flares Site Area, which is located within a Non-Fill Area at the Landfill Premises, from the center of the earth to the sky.

Notwithstanding anything to the contrary in this Lease, in no event shall the Premises include any District Improvements (as defined in Article 20), the Landfill Service Roads, or any utility lines or conduits that are for the District’s use only.

2.1.2 Landfill Cover Easement. The District hereby grants to County, for the use by and benefit of County, a non-exclusive subsurface easement in, on, over, under, upon, along, across, and through the area of the Landfill Cover, extending from the surface of the waste zone to the surface of the Fill Areas (the “**Landfill Cover Easement Area**”), which easement may be used by County solely for purposes of (a) constructing County Improvements, and (b) constructing, maintaining, repairing, operating, replacing, reconstructing, relocating, removing, using, and occupying such County Improvements, and all incidental uses directly related thereto, all pursuant to County Improvement Plans (as defined below) reviewed and approved by the District (as set forth below) and applicable Governmental Authorities. The easement granted in this Section 2.1.2 shall terminate immediately, automatically, and unconditionally upon termination or expiration of this Lease.

2.1.3 License to Excluded Areas. The District hereby grants to County, for the use by and benefit of County, a non-exclusive license in, on, over, under, upon, along, across, and through the Excluded Areas, solely for purposes of constructing, maintaining, repairing, operating, replacing, reconstructing, relocating, removing, and using County Improvements to prevent County Parties (including, without limitation, County invitees) and members of the public from entering into the Excluded Areas, in accordance with the JPA and/or this Lease.

2.1.4 District Yards. County will reasonably cooperate with the District to relocate the Existing District Bench 16 Storage Yard and the Existing District West Storage Yard to mutually-agreeable alternate locations within the Fill Areas if the areas currently occupied by one or both of these yards are needed by the County to accommodate future County Improvements or to support Park operations.

2.1.5 Rights of Possession and Ownership. County shall be the owner of County Improvements and shall have all rights of ownership thereof.

2.2 Delivery of the Premises. The District shall deliver possession of the Premises to County on the Effective Date.

2.3 Permitted Use of Premises. County shall use the Premises solely for the construction, development, use, operation, and maintenance of a park for public park purposes subject to the terms and conditions of this Lease and for no other purpose (the “**Permitted Use**”). Any proposed activities or events on the Premises that are not for public park purposes shall be subject to the prior written approval of the District, which may be withheld in the District’s sole and absolute discretion.

2.4 Condition of Premises. County accepts possession of the Premises subject to the following retentions, exceptions, impositions, and conditions:

2.4.1 The exceptions set forth in the title report dated February 5, 2026, prepared by Commonwealth Land Title Insurance Company (Order No. 932404347) (District’s DOC 6294608), a copy of which has been provided to County, to the extent affecting the Premises as of the Effective Date, together with (a) any lien of any non-delinquent property taxes and assessments; (b) all applicable building and zoning laws and regulations; (c) other matters created by, through or under County; and (d) such other exceptions to title as the District and County may hereafter mutually approve in writing (collectively, the “**Permitted Exceptions**”);

2.4.2 All Impositions that may be levied, assessed, charged or imposed against the Premises with respect to periods occurring from and after the Effective Date, whether accrued or unaccrued, fixed or not fixed;

2.4.3 All Legal Requirements, and violations of Legal Requirements existing as of the Effective Date that would be disclosed by an examination, inspection, search or survey of the Premises, a review of the Official Records or inquiry at the office of the municipal and county government having jurisdiction over the Premises or that have been disclosed to County in writing by the District;

2.4.4 All Governmental Approvals and the CUPs; and

2.4.5 Any and all existing leases, agreements, licenses, or other rights.

2.5 Retained Rights. Notwithstanding anything to the contrary in this Lease, the District for itself and its directors, agents, employees, representatives, contractors, consultants, tenants, licensees, subcontractors, and materialmen hereby reserves and retains the following rights with respect to the Premises, subject to and in accordance with the terms of this Lease (collectively, the “**Retained Rights**”):

2.5.1 The right to enter, use, and/or cross over the Premises, including, but not limited to, the New District O&M Building Area, the Existing District Landscape Facilities Area, the PERG Parking Lot, the Existing District Bench 16 Storage Yard, the Existing District West Storage Yard, and the District O&M Yard, to (a) conduct Post Closure Maintenance Activities, pursuant to and in accordance with the Post Closure Maintenance Requirements, (b) undertake any and all actions to construct, operate, inspect, maintain, alter, enhance, optimize, modify, improve, repair or replace District Improvements as the District deems necessary or desirable (including, without limitation, inspection in the air by drone or similar equipment), (c) beneficially collect and reuse landfill gas, and/or (d) update, upgrade, improve or install new infrastructure to (i) promote gas collection and reuse, (ii) perform pipeline injection, or (iii) generate power;

2.5.2 The right (but not the obligation) to enter, use, and/or cross over the Premises to install any and all signage, fences, gates, equipment, devices, or other items that may be necessary for the protection of the Landfill Premises (or any portion thereof) or for the protection of the health, safety, or welfare of the public;

2.5.3 The right to enter, use, and/or cross over the Premises for the purposes of construction, operation, inspection, maintenance, alteration, enhancement, optimization, modification, improvement, repair or replacement of District Improvements or for any other purpose necessary to the District ownership or inspection of the Landfill Premises or any aspect thereof; and

2.5.4 For the period commencing on the date on which the District receives written notice from County that the New District O&M Building is ready for occupancy (the “**New Building Ready Date**”) and expiring on the date on which the District receives the Notice of Completion (as defined in Section 4.1.9), the right to: (a) enter on, over, through, and across the Park Entry Plaza Area and to cross over other portions of the Premises as necessary for pedestrian and vehicular ingress and egress to and from the New District O&M Building Area and for parking purposes; and (b) use, occupy, operate, maintain, repair and/or replace the New District O&M Building for all purposes related to Post Closure Maintenance Activities, pursuant to and in accordance with the terms set forth in this Lease.

2.6 Exercise of Retained Rights.

2.6.1 In exercising the Retained Rights, subject to the provisions of Section 4.1.3, the District shall not intentionally and/or materially impair or interfere with County’s use and operation of the Premises, or access to or from the Premises, or within the Premises, and shall use, and shall cause all the District Parties to use commercially reasonable efforts (except in the event of an emergency or imminent risk to public health, safety, or welfare, or regulatory or permit compliance, as determined by the District) to coordinate any activities to be performed on or from

the Premises with County, so as to minimize the impact of such activities on usage of the Premises by County in accordance with this Lease, as determined in District's reasonable discretion. The District shall exercise the Retained Rights at its sole cost and expense and shall Indemnify County against any Claims, without requiring prior payment of such Claim by County, to the extent arising from the conduct of such activities by or on behalf of the District in connection with the District's exercise of the Retained Rights.

2.6.2 Notwithstanding anything to the contrary in this Lease, the District's responsibilities with respect to the Post Closure Maintenance Requirements are superior to any rights of County in or on the Premises or under this Lease, and County shall not object to, disturb, disrupt, or interfere with the District's efforts in connection with the implementation of the PCM Plan and the construction, operation, inspection, maintenance, alteration, enhancement, optimization, modification, improvement, repair or replacement of the District Improvements (including, without limitation, the Environmental Control Systems) or any other improvements necessary to comply with the Post Closure Maintenance Requirements, as further described in Section 4.2.3.

2.6.3 The District may, in its sole and absolute discretion, enter into contracts or agreements with individuals or entities for the construction, operation, inspection, maintenance, alteration, enhancement, optimization, modification, improvement, repair and/or replacement of District Improvements and/or to perform any work related to the PCM Plan. The District may also enter into agreements with third parties for development and/or increase of the economic value of District Improvements (including, without limitation, the Environmental Control Systems). County acknowledges and agrees that the District is the sole owner of all right, title and interest in and to any and all landfill gas generated, produced, or created at the Landfill and the District possesses all rights to use or develop the landfill gas to produce energy.

2.7 Memorandum of Ground Lease. This Lease shall not be recorded; however, the District and County shall work cooperatively to prepare, execute, acknowledge, and record in the Official Records a memorandum of ground lease, in form and content acceptable to the District (the "**Memorandum of Ground Lease**"), upon written request from County provided that the Legal Description for the Premises has been approved by the District since such Legal Description must be attached to the Memorandum of Ground Lease. The Memorandum of Ground Lease shall encumber title to the Premises only.

ARTICLE 3 TERM

3.1 Term. The term of this Lease (the "**Term**") shall commence on the Effective Date and shall expire on the day preceding the ninety-ninth (99th) anniversary of the Effective Date (the "**Expiration Date**"), unless sooner terminated as provided in this Lease. The Term may be extended by mutual agreement of the Parties.

ARTICLE 4 USE, IMPROVEMENTS, AND COMPLIANCE WITH LAWS

4.1 District Obligations. Notwithstanding anything to the contrary in this Lease, the District shall undertake the following responsibilities:

4.1.1 District Conduct. The District shall conduct the Post Closure Maintenance Activities pursuant to the PCM Plan and as the District deems reasonable and necessary in its sole and absolute discretion and, shall use commercially reasonable efforts to minimize (a) the impact of any District activities on the Premises and (b) the impairment or interference with County Improvements or Park operations to the extent reasonably practicable. The District shall keep a representative of the District available on the Premises during any District Routine Maintenance (as defined in Section 4.1.3.1). Notwithstanding the above or anything to the contrary in this Lease, any and all construction, operation, inspection, maintenance, alteration, enhancement, optimization, modification, improvement, repair and replacement of Environmental Control Systems (as defined below) or any aspect thereof by the District shall be superior to the preservation of County Improvements or Park operations.

4.1.2 Environmental Control Systems. The District shall construct, operate, inspect, maintain, alter, enhance, optimize, modify, improve, repair, or replace District Improvements within the Landfill Premises that the District deems necessary, desirable, or appropriate (for economic reasons or any other reasons) in the District's sole and absolute discretion to comply with the Post Closure Maintenance Requirements, including but not limited to the following facilities (collectively, the "**Environmental Control Systems**"):

4.1.2.1 Landfill gas collection, monitoring, and flaring systems, and energy recovery facilities, including PERG, which is identified on Exhibit B;

4.1.2.2 Water quality protection and monitoring systems;

4.1.2.3 Sewer and other liquid conveyance systems;

4.1.2.4 Storm water conveyance and management systems;

4.1.2.5 Recycled water irrigation systems;

4.1.2.6 Landfill Cover and the Landfill's side slopes, including Landfill Service Roads, used to access the Environmental Control Systems;

4.1.2.7 Utility lines in support of the Environmental Control Systems; and

4.1.2.8 Any other environmental control measures or facilities, as determined by the District to be necessary, desirable, or appropriate to comply with Legal Requirements, Governmental Approvals, the CUPs, or Governmental Approvals during the post closure maintenance period of the Landfill or for any other purpose necessary for the District's ownership and maintenance of the Landfill Premises (including, without limitation, the optimization, improvement, and enhancement thereof).

4.1.3 Notice for District Activities.

4.1.3.1 Routine/Daily Maintenance. The District shall have the right, at all times, to enter upon the Premises (without notice to County) to perform certain routine operation and maintenance of the Environmental Control Systems, including, without limitation, the following activities: pipeline inspection, cleaning, and repair; surface gas emissions monitoring and landfill gas sampling; Landfill Cover inspection, testing, and repair; storm water best

management practices maintenance and sampling; landscaping; tank cleaning; descalant chemical dosing; Landfill Service Road repairs; flow meter calibrations; and general inspections and repairs (collectively the “**District Routine Maintenance**”).

4.1.3.2 Emergencies. The District shall have the right to enter upon the Premises (without notice to County) in the event of an emergency or imminent risk to public health, safety, or welfare, if the District must undertake work or activities to comply with any Regulatory Permit, or in the event that the District is required to take action within a certain time frame as required by any Government Authorities or any Post Closure Maintenance Requirements.

4.1.3.3 Planned Improvements. The District shall have the right to enter upon the Premises upon thirty (30) days prior written notice to County if the District intends to undertake any major construction or replacement of District Improvements (including, without limitation, the Environmental Control Systems) that is not covered by Sections 4.1.3.1 and 4.1.3.2, which may include, landfill gas system enhancement, landfill gas pipeline and well installation; or third-party contract work. The District’s notice to County shall provide a general description of such work to be performed, including an estimated schedule of completion.

4.1.3.4 Meet and Confer. Except in the event of an emergency or imminent risk to public health, safety, or welfare or where regulatory permits require compliance with certain timelines, the District shall meet and confer in good faith with the County prior to engaging in any construction, repair, replacement and/or expansion of any Environmental Control Systems that may impact the Park (as determined by the District in its reasonable discretion) in order to discuss the proposed action and minimize interfering with Park operations to the extent reasonably practicable.

4.1.4 Amendment or Update to PCM Plan. Upon receipt of any amendment, modification, and/or update to the PCM Plan approved by the Regional Water Board, LEA and CalRecycle, the District shall provide County with a copy of such amended, modified, or updated PCM Plan.

4.1.5 Landscaping, Irrigation, and Brush Clearance. The District shall maintain, operate, repair, and/or replace all Landfill-related landscaping and irrigation equipment at the Premises, and conduct brush clearance activities at the Premises (except within the Park Entry Plaza Area and any other portions of the Premises that are improved with County Improvements), consistent with the levels existing as of the effective date of the JPA, pursuant to and in accordance with the Post Closure Maintenance Requirements.

4.1.6 Regulatory Permits. The District shall obtain all Regulatory Permits necessary to lawfully construct any District Improvements on the Premises, including such Regulatory Permits required to perform any Post Closure Maintenance Activities in accordance with the Post Closure Maintenance Requirements, and shall be solely responsible for all related fees and costs. The District shall comply with all Regulatory Permits relating to the District’s operation and maintenance of the Landfill Premises in accordance with the Post Closure Maintenance Requirements as required under this Lease.

4.1.7 Security. The District shall maintain the following security measures on the Premises, consistent with such measures that were reasonably necessary for the protection and

safety of a closed landfill, existing on the Landfill Premises as of the effective date of the JPA: (a) security cameras; (b) security lighting; (c) employment of a part-time security guard that patrols certain areas of the perimeter of the Landfill Premises, and (d) employment of a park ranger service that patrols the Landfill Premises Trails as well as various areas of the Landfill Premises perimeter; provided, however, County acknowledges that the District removed certain security equipment, including, without limitation, security cameras and lighting, at or near the Park Entry Plaza Area, in or about May 2025 prior to the start of Phase 1 Work by County at the Park Entry Plaza Area.

4.1.7.1 Additional Security Measures. If, in any calendar year, the District has provided the County with written notice of three (3) or more incidents of Damage (as defined in Section 4.8), the Parties shall meet and confer promptly to discuss additional security measures (e.g., security cameras, park ranger patrols, etc.) that County may implement and maintain, at its sole cost, within the Premises to minimize or prevent such incidents of Damage (“**Additional Security Measures**”). If County fails to implement and/or maintain any Additional Security Measures and incidents of Damage continue, then, after providing County with not less than thirty (30) days’ prior written notice referring to this Section 4.1.7.1 and identifying the Additional Security Measures the District intends to install and/or implement and the estimated cost thereof (the “**District Security Notice**”), the District shall have the right, without obtaining County’s prior written approval, to install and/or implement such Additional Security Measures identified in the District Security Notice, and, upon receiving an invoice and other documentation reasonably requested by County, County shall, within thirty (30) days after request, reimburse the District for the cost of such Additional Security Measures (including, without limitation, all labor, materials, and equipment costs relating to such security measures), provided such costs do not exceed the estimate in the District Security Notice by more than ten percent (10%) of the costs identified in the District Security Notice. The District makes no representation or warranty whatsoever that the security (including, without limitation, the Additional Security Measures) that the District is providing or may install, implement, or recommend pursuant to this Lease is adequate or sufficient to protect any aspect of the Park, including, without limitation, the County Improvements or any County Parties.

4.1.8 Use of Temporary District Operations Trailer and New District O&M Building.

4.1.8.1 Prohibited Uses. The District shall not use the Temporary District Operations Trailer and/or the New District O&M Building for any uses other than the Post Closure Maintenance Activities, or in any way that violates any Legal Requirement. The District shall not, without obtaining County’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), enter into subleases, rental agreements or other occupancy and/or usage agreements for all or any portion of the Temporary District Operations Trailer or the New District O&M Building.

4.1.8.2 District’s Obligations Pertaining to Temporary District Operations Trailer and New District O&M Building. The District shall, at the District’s sole cost and expense, use, occupy, maintain, repair and/or replace the Temporary District Operations Trailer and the New District O&M Building in good order and repair, reasonable wear and tear excepted, including but not limited to (a) all interior and exterior structural and nonstructural elements of the Temporary District Operations Trailer and the New District O&M Building, (b) all mechanical, electrical, plumbing, and other systems within the Temporary District Operations Trailer and the New District O&M Building, and (c) the parking lots, walkways, driveways, landscaping, fences,

signs and exterior lighting within the New District O&M Building Area. Notwithstanding anything to the contrary in this Lease, the District shall have the sole and exclusive right to occupy and use the Temporary District Operations Trailer, the New District O&M Building, the New District O&M Building Area, the Existing District Landscape Facilities Area, PERG Parking Lot, the Existing District Bench 16 Storage Yard, the Existing District West Storage Yard, and the District O&M Yard for any and all matters related to Post Closure Maintenance Activities.

4.1.8.3 Costs. Prior to District's surrender as described in Section 4.1.8.4 below, County shall have no obligation to fund, subsidize, or otherwise financially contribute in any manner toward the use, occupancy, maintenance, repair and/or replacement of the Temporary District Operations Trailer or the New District O&M Building, and the District shall be solely responsible for all costs arising therefrom; provided, however, if any such damage is caused by County or any County Party, then, provided that County has failed to repair and/or remedy such damage within thirty (30) days (or, if such damage cannot be repaired and/or remedied within thirty (30) days, such longer period reasonably required, provided that County is working diligently and in good faith to pursue such repair and/or remedy) after receiving written notice from the District identifying such damage, then County shall reimburse the District, within thirty (30) days of receipt of written demand, for the cost of repair (including, without limitation, all labor, materials, and equipment costs relating to such repair) of any and all such damages. The costs to furnish, maintain, and pay the cost of utilities to serve the Temporary District Operations Trailer and the New District O&M Building is addressed in Section 4.3.

4.1.8.4 Surrender.

(A) Temporary District Operations Trailer. On the New Building Ready Date, the District shall surrender to County the Temporary District Operations Trailer with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear, casualty and condemnation excepted. "**Ordinary wear and tear**" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by the District performing all of its obligations under this Lease. The District shall have no responsibility or liability in connection with the Temporary District Operations Trailer from and after its surrender. County shall remove the Temporary District Operations Trailer from the Landfill Premises within ninety (90) days following the District's vacation thereof, and after removal, County shall have no further rights to enter upon or access the portion of the Landfill Premises where the Temporary District Operations Trailer was located. County shall ensure that the removal and handling of the Temporary District Operations Trailer complies with all Legal Requirements and shall Indemnify all District Indemnified Parties from and against any Claims arising from such removal or any and all events, matters, and occurrences with respect to the Temporary District Operations Trailer from and after the District's surrender thereof.

(B) New District O&M Building. On the earliest of (i) the District's receipt of a Notice of Completion (as defined below) or (ii) the expiration of the Term, the District shall surrender to County the New District O&M Building with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear, casualty and condemnation excepted. "**Ordinary wear and tear**" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by the District performing all of its obligations under this Lease. The District shall have no

responsibility or liability in connection with the New District O&M Building from and after its surrender.

4.1.9 Notice of Completion. Upon completing the Post Closure Maintenance Activities in accordance with the Post Closure Maintenance Requirements, the District shall provide County with a copy of any certification or designation of such completion issued by the Governmental Authority having jurisdiction over the Landfill Premises (a “**Notice of Completion**”).

4.1.10 Damage to County Improvements by District.

4.1.10.1 County Improvements on Non-Fill Areas. If the Environmental Justice Center and/or the County O&M Building are damaged as a result of the District’s use and/or operation of the Premises, including but not limited to conduct its Post Closure Maintenance Activities and to comply with its Post Closure Maintenance Requirements, then unless there is an emergency or imminent risk to public health, safety, or welfare emergency as set forth in and governed by Section 4.3, provided that the District has failed to repair and/or remedy such damage within thirty (30) days (or, if such damage cannot be repaired and/or remedied within thirty (30) days, such longer period reasonably required, provided that the District is working diligently and in good faith to pursue such repair and/or remedy) after receiving written notice from County identifying such damage and specifying the needed repairs, then County may repair such damage and the District shall reimburse the County for such repair (including, without limitation, all labor, materials, and equipment costs relating to such repair) within thirty (30) days after written demand by County. Any and all repairs undertaken by the District with respect to Environmental Justice Center or the County O&M Building are subject to approval by County, which approval shall not be unreasonably withheld, conditioned, or delayed.

4.1.10.2 County Improvements on Fill Areas. If any County Improvements on Fill Areas are damaged as a result of the District’s negligence or willful misconduct, then unless there is an emergency or imminent risk to public health, safety, or welfare emergency as set forth in and governed by Section 4.3, provided that the District has failed to repair and/or remedy such damage within thirty (30) days (or, if such damage cannot be repaired and/or remedied within thirty (30) days, such longer period reasonably required, provided that the District is working diligently and in good faith to pursue such repair and/or remedy) after receiving written notice from County identifying such damage and specifying the needed repairs, then County shall repair such damage and the District shall reimburse the County for such repair (including, without limitation, all labor, materials, and equipment costs relating to such repair) within thirty (30) days after written demand by County. Any and all repairs undertaken by the District with respect to County Improvements on Fill Areas are subject to approval by County which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary in this Lease, in no event shall the District have the obligation to undertake any repairs with respect to County Improvements located on Fill Areas or to reimburse the County for repairs to County Improvements located on Fill Areas in the event that the District determines that the District must damage, alter, remove, or demolish any County Improvements located on Fill Areas in order to conduct its Post Closure Maintenance Activities and comply with its Post Closure Maintenance Requirements. In the event the District determines that the District must damage, alter, remove, or demolish any County Improvements located on Fill Areas in order to conduct its Post Closure Maintenance Activities and comply with its Post Closure Maintenance Requirements, the District shall: (i) prior to taking such action (except in the case of an emergency), provide County with

written notice and meet and confer with County regarding the least-invasive means of accomplishing the required Post Closure Maintenance Activities; (ii) use commercially reasonable efforts to minimize damage to County Improvements, all as more particularly described in Section 4.2.3.

4.2 County Operation of Premises. County shall, at County's sole cost and expense, construct, operate, maintain, repair, and replace all County Improvements pursuant to and in accordance with the terms and conditions set forth in this Lease. County shall ensure that no portion of the Premises is utilized for temporary or permanent residential purposes. The District has advised County that any County Improvements constructed on the Fill Areas may be damaged over time as a result of the significant differential settlement of the Landfill Cover that will occur in the coming decades as the buried refuse continues to decompose and compress. In no event shall the District be responsible or liable for any delays or costs to County's Park project that arise from or relate to the condition of the Premises, including, without limitation, the Fill Encounter. County shall be solely responsible, at its sole cost and expense, for performing the work to investigate, transport, and dispose of soil and refuse pursuant to and in accordance with the Investigation Work Plan. The District shall be solely responsible, at its sole cost and expense, for performing all other work arising from the Fill Encounter, including but not limited to the design, installation, operation, monitoring, and maintenance of any environmental control systems that may be required by Governmental Authorities. The District and County shall comply with all directives of Governmental Authorities, as applicable, as it relates to the Fill Encounter.

4.2.1 Permitted Activities. County shall be permitted to construct those elements of the Phase 1 Work described in the plans and specifications, dated as of April 21, 2025, submitted by the County to the District and prepared by HDR Engineering, Inc. and other County consultants and identified as DOC 7452165 in the District's Document Management System (the "**Phase 1A Plans**") and, in addition, County shall be permitted to:

4.2.1.1 Construct additional County Improvements at the Premises to implement future phases of the Park Master Plan, provided such County Improvements have been approved by the District and all applicable Governmental Authorities pursuant to Section 4.2.2;

4.2.1.2 Operate, maintain, remove, repair or replace all County Improvements constructed at the Premises;

4.2.1.3 Conduct and permit Park activities;

4.2.1.4 Charge fees to the public for recreational use of the Park, in order to offset costs for maintenance, operations, and other Park-related expenses; and

4.2.1.5 Use certain roads throughout the Premises as further described in Section 4.5.

4.2.2 Approval to Construct County Improvements.

4.2.2.1 In order to verify the existence of refuse and/or fill material within Non-Fill Areas, the County shall, prior to the commencement of construction of any County Improvements in the Non-Fill Areas (including, but not limited to any County Improvements

included in the Phase 1A Plans), perform a minimally invasive field investigation, including but not limited to potholing or drilling of boreholes (“**Preconstruction Fill Investigation**”).

(A) In the event that any refuse and/or fill material (an “**Unexpected Fill Encounter**”) is discovered within a Non-Fill Area during a Preconstruction Fill Investigation (an “**Unexpected Fill Area**”), County shall (a) promptly notify the District in writing, including providing the results of the Preconstruction Fill Investigation, and (b) revise its designs for such County Improvements in a manner that avoids construction within the Unexpected Fill Area (a “**County Redesign**”), and the District shall be solely responsible, at its sole cost and expense, for performing any further investigation of any such Unexpected Fill Area, and all other work arising from any such Unexpected Fill Encounter, including but not limited to the design, installation, operation, monitoring, and maintenance of any environmental control systems that may be required by Governmental Authorities.

(B) In the event that a Preconstruction Fill Investigation of a Non-Fill Area fails to uncover any refuse and/or fill material therein, but construction of the County Improvements nevertheless results in disturbance of refuse and/or fill material within the Non-Fill Area (a “**Future Fill Encounter**”) and Governmental Authorities require (i) an investigation of such refuse and/or fill material (the “**Unexpected Fill Area Investigation**”) and (ii) the installation, operation, monitoring, and maintenance of additional environmental control systems to address the Future Fill Encounter (collectively, the “**Unexpected Fill Area Monitoring**”), then (a) County shall be required to perform, at its sole cost and expense, the Unexpected Fill Area Investigation for the Future Fill Encounter, and (b) and the District shall be required to perform, at the District’s sole cost and expense, any Unexpected Fill Area Monitoring of the Future Fill Encounter, and all other work that may be required by Governmental Authorities to address the Future Fill Encounter. Each of the District and County shall comply with all directives of Governmental Authorities, as applicable, as it relates to the Future Fill Encounter.

4.2.2.2 Except with respect to those County Improvements that are contemplated by the Phase 1A Plans, County shall, at its sole cost and expense, subject to this Section 4.2.2, obtain the written approval of the District and from all applicable Governmental Authorities prior to (a) constructing, expanding, relocating, or replacing any County Improvements at the Premises or the New District O&M Building or (b) disturbing, drilling into, or making any other changes to the Landfill Cover or the vegetation or irrigation systems on the Fill Areas as part of the construction, expansion, relocation, or replacement of any County Improvements. In determining whether to approve any County Improvements, the District may consider the location of the refuse zone, amongst other factors. The Parties agree that the District’s “approval” of any matter or action under this Section 4.2.2 or with respect to any County Improvements shall not be construed to mean that the District has reviewed or approved of the design, structural integrity, compliance with building codes or other Legal Requirements, or any other aspect of the County Improvements.

4.2.2.3 Except with respect to those County Improvements that are contemplated by the Phase 1A Plans, at least ninety (90) days prior to the start of construction, expansion, relocation, or replacement of any County Improvements, County shall provide the District with a written description of County’s planned improvements including, without limitation, detailed plans and specifications and other documents and details as may be reasonably necessary to allow the District to assess the impacts thereof and consider whether to approve

County's request (the "**County Improvement Plans**"). Concurrently therewith, as required by the District and/or applicable Governmental Authorities, County shall prepare an updated or new PCLUP that describes County's planned improvements (the "**PCLUP Update**") and coordinate with the District to submit the PCLUP Update and the County Improvement Plans to all applicable Governmental Authorities for review and approval, including, but not limited to, the Regional Water Board, LEA, and CalRecycle. In addition, County shall promptly deliver to the District such additional documentation regarding the County Improvements Plans as may be reasonably requested by the District. The District shall use reasonable efforts to complete its review and notify County of its approval or requests for changes to the County Improvements Plans within thirty (30) thirty days after the District's receipt thereof. If the District requests changes to the County Improvements Plans, County shall use commercially reasonable efforts to accommodate the District's requested changes.

4.2.2.4 The District shall have the right to reasonably withhold its approval of, and/or consent to any Governmental Approvals for, County Improvements that may (in the opinion of the District), in any way, (a) adversely impact or affect the District Improvements, (b) impair or impede the District's ability to protect public health, safety, and welfare, (c) increase any of the District's cost obligations under the PCM Plan and this Lease, (d) adversely impact or affect the District's access to or from the Landfill, (e) be located in an area that contains refuse or fill material, or (f) adversely impact, affect, or impede the District's ability to perform Post Closure Maintenance Activities. County has been informed and understands that the Fill Areas will sink or settle substantially and at different rates and locations due to the decomposition of the refuse that underlies the Landfill Cover. As such, County shall take all reasonable efforts to minimize the number of County Improvements installed or constructed upon Fill Areas, and to ensure that such County Improvements on Fill Areas are as low impact as possible in order to avoid compromising or damaging the Landfill Cover and to avoid or minimize damage to the County Improvements. The District, in its sole and absolute discretion, may reasonably withhold approval for construction of County Improvements on Fill Areas which may substantially increase the rate of differential settlement of the Fill Areas, or which may damage the Landfill Cover, due to the location and nature of the County Improvements. In no event shall County have the right to install or construct County Improvements that contain or consist of any concrete footings, concrete foundations, or similar heavy structural loads on Fill Areas, unless such County Improvements are described in the approved PCLUP or are approved in writing in advance by the District, LEA, and CalRecycle. Furthermore, County has been informed and understands that the Buttress Area (as depicted on Exhibit D-2) includes an engineered side slope constructed by the District for Landfill stability purposes. Therefore, any excavation, construction, disturbance, or modification of, or within, the Buttress Area shall be planned and designed in close coordination with the District and all applicable Governmental Authorities.

4.2.2.5 The District shall, in its capacity as the fee owner of the Landfill Premises and holder of certain permits to operate and maintain the Landfill Premises, sign any applications or documents (in form and content acceptable to the District) necessary to assist County in obtaining the Governmental Approvals. County shall Indemnify all District Indemnified Parties from and against any Claims arising from the District's execution of any such applications or documents to assist County in obtaining Governmental Approvals. In such cases where the applications or documents are for revision or update of a permit or approval held by the District,

County shall closely coordinate with and provide to the District copies of all submittals to, and responses from, any Governmental Authorities.

4.2.2.6 If the District determines that any County Improvement proposed by County will require relocation or modification of any District Improvement, then the District will perform such work to accommodate construction of the County Improvement and County shall reimburse the District for any and all costs incurred by the District (including, without limitation, all labor, materials, and equipment costs relating to such work) within thirty (30) days after demand by the District.

4.2.2.7 County has informed the District that it intends to plant trees, including oak trees (“**Oaks**”), on the Fill Areas (the “**Park Trees**”). The District has informed County that planting Park Trees on the Fill Areas can negatively impact tree health and stability due to limited root depth and differential settlement of the Landfill Cover. Additionally, Park Trees may increase the District’s Post Closure Maintenance Activities and associated costs, for which County shall reimburse the District as described in Section 4.2.2.6, due to the potential impact of Park Trees on the Landfill Cover and Environmental Control Systems. Such cost increases may also increase the District’s PCM Plan Financial Assurance, in which case County shall undertake those actions as set forth in Article 17.1 to resolve. The District has also informed County that complying with Post Closure Maintenance Requirements shall take precedence over the preservation or protection of Park Trees.

(A) Prior to planting any Park Trees on the Fill Areas, County shall obtain all required approvals from any Government Authorities and concurrently provide written notice to the District of same. County shall tag each Park Tree planted at the Premises and maintain a map of the precise location, type, and planting date of each Park Tree. Additionally, prior to planting of new or removal of existing Oaks in the Fill Areas, the County Department of Parks and Recreation will work with the County Department of Regional Planning on specific plans, exemptions, or requirements related to the County’s Oak Tree Ordinance, as applicable, that permits the District to trim, remove, or perform work around Oaks in order to construct, operate, inspect, maintain, alter, enhance, optimize, modify, improve, repair or replace the District Improvements and to perform Post Closure Maintenance Activities. Any Park Trees that interfere with the District’s ability to construct, operate, inspect, maintain, alter, enhance, optimize, modify, improve, repair or replace any District Improvements (including, without limitation, any Environmental Control Systems) or to perform Post Closure Maintenance Activities will be relocated or removed by the District, and County shall reimburse the District for any and all costs incurred by the District (including, without limitation, all labor, materials, and equipment costs relating to such work) within thirty (30) days after demand by the District.

(B) The District shall continue to maintain all Oaks existing at the Premises as of the Effective Date (“**Existing Oaks**”). For purposes of clarity only, Existing Oaks will not be considered to be Park Trees.

4.2.2.8 In the course of obtaining permits to construct County Improvements from Governmental Authorities, County shall not accept any permit condition that restricts, impedes, limits, prohibits or impairs in any way the District’s ability to construct, operate, inspect, maintain, alter, enhance, optimize, modify, improve, repair or replace the District Improvements and to perform Post Closure Maintenance Activities unless County has obtained the prior written

approval of the District, which approval may be withheld in the District's sole and absolute discretion.

4.2.2.9 Except with respect to those County Improvements that are under construction as of the Effective Date as part of the Phase 1A Plans, County shall provide written notice to the District at least two (2) weeks prior to entering upon the Landfill Premises to commence construction of any County Improvements under any subsequent phases of Park development.

4.2.3 No Interference with District's Post Closure Maintenance Activities; County's Assumption of Risk.

4.2.3.1 County shall at no time impair, impede, restrict, prohibit, impair, or interfere with, in any way, the District's (a) Post Closure Maintenance Activities, (b) ability to construct, operate, inspect, maintain, alter, enhance, optimize, modify, improve, repair or replace District Improvements, (c) activities to protect the public's health, safety, and welfare, (d) the District's use of, or access to and from, the Landfill Premises, pursuant to and in accordance with this Lease, or (e) any other rights of the District under this Lease. Without limiting the foregoing, County shall ensure that any and all County Improvements are constructed in a manner that avoids or minimizes, to the maximum extent feasible and possible, potential interference with or impact to the District's ability to conduct its Post Closure Maintenance Activities and other regulatory required activities. County shall assume the risk of, and be solely responsible for, any and all loss, damage or destruction to any and all fixtures and personal property belonging to the District that are located on or installed or placed within the Premises, including but not limited to the District Improvements, arising from or related to any act, omission, or negligence of County or any County Parties.

4.2.3.2 In the event that any action or activity by County or any County Improvements impairs, impedes, restricts, prohibits, impairs, or interferes with, in any way, the District's ability to (a) perform its Post Closure Maintenance Activities, (b) satisfy the Post Closure Maintenance Requirements, or (c) access any District Improvements, then, unless there is an emergency or imminent risk to public health, safety, or welfare emergency as set forth in and governed by Section 4.3, if County has failed to remedy such action or activity within thirty (30) days (or, if such action or activity cannot be remedied within thirty (30) days, such longer period reasonably required, provided that County is working diligently and in good faith to pursue such remedy) after receiving written notice from the District, the District shall have the right, at County's cost, to remove or demolish such County Improvements to the sole satisfaction of the District. County shall reimburse the District for the costs incurred by the District in connection with such removal or demolition (including, without limitation, all labor, materials, and equipment costs relating to such work) within thirty (30) days after demand by the District.

4.2.4 Alterations to District Improvements. County shall not make any changes or alterations to District Improvements (including, but not limited to, scraping, digging, trenching, excavating, grading, and amending the Landfill Cover), except only upon obtaining the prior written approval of the District (which approval may be withheld in the District's sole and absolute discretion) and applicable Governmental Authorities in accordance with Legal Requirements. In the event that the District consents to such changes or alterations as provided above, County shall

perform such work in accordance with any conditions or obligations imposed by the District and applicable Governmental Authorities.

4.2.5 Damage to District Improvements due to County Improvements. Notwithstanding anything to the contrary in this Lease, if any District Improvements (including, without limitation, the Environmental Control Systems and Landfill Cover) are damaged as a result of construction, operation, repair, replacement, installation, or maintenance of any County Improvements, including, without limitation, due to overwatering of the Premises, then, unless there is an emergency or imminent risk to public health, safety, or welfare emergency as set forth in and governed by Section 4.3, provided that County has failed to repair and/or remedy such damage within thirty (30) days (or, if such damage cannot be repaired and/or remedied within thirty (30) days, such longer period reasonably required, provided that County is working diligently and in good faith to pursue such repair and/or remedy) after receiving written notice from the District identifying such damage and specifying the needed repairs, then the District shall repair such damage and County shall reimburse the District for such repair (including, without limitation, all labor, materials, and equipment costs relating to such repair) within thirty (30) days after demand by the District. Any and all repairs undertaken by the County with respect to any aspect of the District Improvements are subject to the prior written approval of the District.

4.2.6 Miscellaneous.

4.2.6.1 County shall not use the Landfill Premises address “13130 Crossroads Parkway South” for any County Improvements. County has informed the District that it has obtained the address of 13144 Crossroads Parkway South for the Environmental Justice Center and the address of 13134 Crossroads Parkway South for the County O&M Building. County shall obtain new address(es), as necessary, for any other County Improvements from the local jurisdiction.

4.2.6.2 County shall cooperate (at no cost or liability to County) with the District in connection with the District’s efforts to obtain or maintain any permits or governmental approvals, including from County, in connection with the continued operation of the PHMRF and PHIMF. County agrees that it shall not oppose and shall support (at no cost or liability to County) efforts by the District to ensure the continued operation of the PHMRF and PHIMF.

4.2.7 Compliance With Laws. County shall comply with all Legal Requirements and Governmental Approvals in the use, occupation, control and enjoyment of the Premises, in the prosecution and conduct of its business thereon (including, without limitation, operating a public park), in the construction, maintenance, repair, replacement, alteration, and restoration of any and all County Improvements, and in exercising its rights and performing its obligations under this Lease.

4.2.8 Security. County shall be responsible, at its sole cost and expense, for security measures at the Premises (including, without limitation, the Park and all County Improvements) and, where applicable, in accordance with applicable Legal Requirements, which security measures shall include, without limitation, (a) the use of County law enforcement personnel and/or park rangers, (b) installation of safety and informational signage (including, without limitation no smoking or vaping or any activity involving fire or smoke signage), and (c) other measures aiming to prevent County Parties (including, without limitation, County invitees) and members of the

public from (i) entering into Restricted Areas and Excluded Areas (both as defined in Article 20), (ii) damaging the Environmental Control Systems, or (iii) impeding or impairing the District's performance of Post Closure Maintenance Activities or its access to the Landfill Premises. Any County signage shall include language indicating that the Park is located on a closed landfill site and all individuals who enter the Park assume all liabilities and risks in connection therewith. In addition, County shall, at its sole cost and expense, from time to time take various protective and security measures (including, without limitation, installing gates, signage, and fences) as may be determined by County in coordination with the District to (a) protect District Improvements (including, without limitation, the Environmental Control Systems) or any aspect of the Park or (b) prevent access by County invitees to those portions of the Premises that the County has not yet developed with County Improvements or opened for use by County invitees (such as the Flares Site Area which is depicted on Exhibit D-3). Notwithstanding anything to the contrary in this Lease, the District shall have no responsibility or liability with respect to any aspect of any security or protective measures taken by County (including, without limitation the installation or content of any signage), and County acknowledges and agrees that neither the District, nor any District Party has made, will make, or hereby makes any representation or warranty concerning the protective or security measures (including, without limitation, signage) installed, implemented, or maintained by County or the adequacy or necessity thereof.

4.2.9 Incursions. If the District becomes aware of three (3) or more incursions in a calendar month by County invitees onto the Excluded Areas, as defined in Article 20 and depicted on Exhibit D, excluding those portions of the Landfill Premises Trails through the Excluded Areas, then, within thirty (30) days after request from the District, the District and County shall meet and confer in good faith to discuss the incursions, and County shall take action to help reduce incursions. If three (3) or more incursions occur in a future calendar month, County shall take additional actions to reduce the number of incursions.

4.2.10 Maintenance. County shall keep and maintain the Premises, Environmental Justice Center, County O&M Building, and all other County Improvements in a clean, neat, and sanitary condition, and in a good repair and appearance, free of vandalism and graffiti and in compliance with all Legal Requirements and Governmental Approvals.

4.2.10.1 Landscaping, Irrigation, and Brush Clearance. County shall install, maintain, operate, repair, and/or replace all Park-related landscaping and irrigation equipment installed at the Premises, and conduct all brush clearance activities at the Park Entry Plaza Area.

4.2.10.2 Trails. County shall ensure that County recreational trails in and through the Premises, including the Landfill Premises Trails, are clearly and appropriately marked and designated with signage or other demarcations.

4.2.11 Professional Management. County shall be permitted to hire one or more management companies of its choosing for property management of the Premises and the Park, or may conduct such property management activities using its own staff, or staff of its Affiliates.

4.2.12 Park Operation and Maintenance Expenses. County shall timely pay, or shall cause to be paid, all costs of operating and maintaining the Park. County shall take all necessary and reasonable steps and measures (including, without limitation, utilizing park rangers) to ensure that

no County invitee or any individual who is not authorized to be on the Premises after the Park closes remains at the Premises after the Park closes and before it opens on a daily basis.

4.3 Emergency Work. Notwithstanding any other notice requirement contained in this Lease, in the event of an emergency or imminent risk to public health, safety, or welfare (including, without limitation, a mandate by a Governmental Authority to take action), County or the District may undertake such actions on or from the Premises as are reasonably necessary to remedy the emergency (“**Emergency Work**”), provided that any such Party (a) acts in good faith, (b) gives prior notice thereof to the other Party upon the occurrence of the emergency (or as soon thereafter as reasonably possible, if such prior notice is not reasonably possible), (c) uses commercially reasonable efforts to remedy and cure the emergency condition and complete the Emergency Work as promptly as possible, and (d) otherwise conforms, to the extent practicable, to the applicable provisions of this Lease. If the Emergency Work arises from or relates to any action or activity by County as described in Section 4.2.3.2 or any damage to District Improvements as described in Section 4.2.5, then County shall reimburse the District for the costs incurred by the District in connection with the Emergency Work (including, without limitation, all labor, materials, and equipment costs relating to such work) within thirty (30) days after demand by the District. If the Emergency Work arises from or relates to the negligence or willful misconduct of the District as set forth in Section 4.1.10.2 above, then the District shall reimburse County for the costs incurred by County in connection with the Emergency Work (including, without limitation, all labor, materials, and equipment costs relating to such work) within thirty (30) days after written demand by County.

4.4 Utilities.

4.4.1 Existing District Connections. During the Term, County shall tie into the District’s existing utility connections or establish new connections directly from the utility providers as described in Section 4.4.2, at locations designated and approved by the District in writing, in order to serve the Park, as summarized in the table below.

Proposed Improvement	Potable Water	Recycled Water	Fire Water	Electricity	Sanitary Sewer	Natural Gas	Comm / Internet
Environmental Justice Center	1	2	3	3	5	Not Needed	3
County O&M Building	1	2	3	7	5	Not Needed	3
New District O&M Building	1	2	3	4	5	Not Needed	6
County Parties Temp. Const. Trailers	1	Not Needed	Not Needed	4	5	Not Needed	3
Other Park Areas	1	2	3	3	5	Not Needed	3

Key for above table:

1 = County shall tie into District's on-site potable water system at point(s) designated by District, and County shall install a submeter at each connection point for tracking/monitoring purposes. District will pay for all use. See Section 4.4.4 for additional requirements.

2 = County shall tie into District's on-site recycled water system at point(s) designated by District, and County shall install a submeter at each connection point for tracking/monitoring purposes. District will supply its recycled water to County up to quantity available as of December 2021 at no cost. See Section 4.4.5 for additional requirements.

3 = County shall establish new service directly from utility, hold account in County name, and pay for all use. See Sections 4.4.3 and 4.4.8 for additional requirements concerning electricity and communications/internet, respectively.

4 = County shall tie into District's on-site electrical service. District will pay for all use. See Section 4.4.3 for additional requirements.

5 = County shall tie into District's on-site sanitary sewer system at point(s) designated by District. District will pay any sewer discharge fees. See Section 4.4.6 for additional requirements.

6 = County shall relocate District's existing service to the New District O&M Building. District will pay for all use. See Section 4.4.8 for additional requirements.

7 = County shall tie into District's electrical service to the New District O&M Building, install a submeter, and pay for all use. See Section 4.4.3 for additional requirements.

4.4.2 New County Utility Connections. County shall obtain the written consent of the District prior to allowing any utility company, including, without limitation, Southern California Edison Company, Southern California Gas Company ("SCE"), San Gabriel Valley Water Company, and/or Frontier Communication to install pipelines, conduits, or other infrastructure under, on, around, or through the Work Area to serve the Park improvements in the Work Area.

4.4.3 Electricity. County shall install submeters and/or meters separate and apart from existing meters located at the Premises, as applicable, for all electricity needed for the County Improvements and for the New District O&M Building. Each Party shall pay for its own permanent electricity use and maintenance. During construction of the Environmental Justice Center, County O&M Building, New District O&M Building, and any other County Improvements, County shall tie into the District's existing electrical service, at locations designated and approved by the District in writing, in order to serve the Temporary District Operations Trailer and any other temporary facilities needed by County during construction. The District shall pay for this temporary electricity use. Upon completion of the County O&M Building, County shall tie into the District's existing electrical service, at locations designated and approved by the District in writing, and shall install a submeter for tracking/monitoring purposes. County shall pay, within thirty (30) days of receipt of an invoice from the District, for the electricity use arising from County's use and operation of the County O&M Building.

4.4.4 Potable Water. County shall connect to the District's existing potable water line(s) at the Landfill Premises, at locations designated and approved by the District in writing, to serve the Environmental Justice Center, County O&M Building, Temporary District Operations Trailer,

New District O&M Building, and any other County Improvements. County shall install and maintain a submeter at each connection point for tracking purposes. The District shall pay for all potable water use. County shall provide a summary of its potable water use to the District (in form and content acceptable to the District) within thirty (30) days of a request by the District. The District reserves the right to read County's submeters, as necessary. The District shall continue to operate, maintain, and repair the potable water system existing at the Landfill Premises as of the Effective Date. County shall be responsible to operate, maintain and repair the potable water system constructed by County to serve the Premises (i.e., downstream of every submeter), except for the New District O&M Building. The District shall not be responsible for any damage or loss County may suffer due to interruption in service to the Districts' potable water system.

4.4.5 Recycled Water. County shall connect to the District's existing recycled water line(s) at the Landfill Premises, at locations designated and approved by the District in writing as specified in Exhibit F, and County shall use the recycled water at the Landfill Premises in conformance with the requirements in Exhibit F, including, but not limited to the requirements and limitations in the water recycling permit issued by the Regional Water Board to District No. 2 for the San Jose Creek Water Reclamation Plant ("**Plant Reuse Permit**"). County shall be responsible for obtaining separate approval from the Regional Water Board for any type of recycled water use not explicitly permitted in the Plant Reuse Permit, for example, interior building use to flush toilets. County shall install and maintain a submeter at each connection point for tracking purposes. The District shall provide at no cost to County, as determined by the District, up to 24.0 million gallons of recycled water per year with a monthly limit of 3.0 million gallons to serve the Environmental Justice Center, County O&M Building, Temporary District Operations Trailer, New District O&M Building, any other County Improvements, and for Park-related irrigation throughout the Premises. County shall provide a summary of its recycled water use to the District (in form and content acceptable to the District) within thirty (30) days of a request by the District. The District reserves the right to read County's submeters, as necessary. Should additional recycled water, greater than the limits indicated above, become available, the District may inform County that such additional volume is available (the "**Additional Recycled Water**"). County shall reimburse the District, within thirty (30) days after the District's written request, for using any or all such Additional Recycled Water at the then going rate that the District charges for recycled water. The District's provision of recycled water to County is subject to approval by all regulatory agencies and the local water purveyor to address any duplication of service issues. Additionally, County shall comply with all the requirements in Exhibit F concerning the use of recycled water at the Premises. The District shall continue to operate, maintain, and repair the recycled water system existing at the Landfill Premises as of the Effective Date. County shall be responsible to operate, maintain, and repair the recycled water system constructed by County to serve the Premises (i.e., downstream of every submeter). The District shall not be responsible for any damage or loss County may suffer due to interruption in service to the Districts' recycled water system.

4.4.6 Sanitary Sewer. County shall connect to the District's existing sanitary sewer at the Landfill Premises, at locations designated and approved by the District in writing, to serve the Environmental Justice Center, County O&M Building, Temporary District Operations Trailer, New District O&M Building, and any other County Improvements. The point(s) of connection shall be downstream of the legal sampling point designated in the District's Industrial Wastewater Discharge Permit for the Landfill Premises. During construction of Phase 1 of the Park Master Plan, County will be permitted to connect its general contractor's temporary office trailer (the

“**Contractor Office Trailer**”) to the District’s existing sanitary sewer designated as “SB2.” The District shall pay any sewer service charges. The District shall continue to operate, maintain, and repair the sanitary sewer system existing at the Landfill Premises as of the Effective Date. County shall be responsible to operate, maintain and repair the sanitary sewer system constructed by County to serve the Environmental Justice Center, County O&M Building, New District O&M Building, and any other County Improvements, and to maintain the temporary sewer connection serving the Contractor Office Trailer. The District shall not be responsible for any damage or loss County may suffer due to blockage or other interruption in the function of the Districts’ sanitary sewer system. County shall connect to the District’s existing sanitary sewer connection designated as “SB2” in order to serve the park contractor’s temporary trailer. This connection shall only be allowed for the duration of the construction of County Improvements.

4.4.7 Trash. Each Party shall pay for their own trash service.

4.4.8 Communications/Internet. County shall arrange for new communications/internet service to serve the Environmental Justice Center, County O&M Building, and any other County Improvements, maintain the new infrastructure, and pay for all such use. County shall relocate the District’s existing communications/internet service at the Landfill Premises to serve the Temporary District Operations Trailer and then to serve the New District O&M Building. The District will maintain the communications/internet infrastructure serving the Temporary District Operations Trailer and the New District O&M Building and pay for such use.

4.5 Roads.

4.5.1 County Access. County, its employees, contractors and invitees, shall be permitted to use the Entrance Road and the Landfill Access Road (which, together with the Connector Road Segments to be graded and paved by County, will form the Park Loop Road) in their existing condition as of the Effective Date to access the Park. County, its employees, and contractors (but not invitees) shall also be permitted to use the Landfill Maintenance Roads in the condition existing as of the Effective Date solely for Park operation, maintenance, safety, and emergency access.

4.5.2 No Representations. Neither the District, nor any District Indemnified Party has made, hereby makes, or will make any representations or warranties regarding the suitability and condition of (a) the Entrance Road, (b) the Landfill Access Road (which County will make part of the planned Park Loop Road), (c) the Connector Road Segments (which County will grade and pave to complete the Park Loop Road), or (d) the Landfill Maintenance Roads (collectively, the “**Park Roads**”), and the District shall have no liability to either the County or its employees or contractors in connection with use of the Landfill Service Roads by the County or its employees or contractors.

4.5.3 Maintenance and Repair of Entrance Road. The District will maintain and repair the Entrance Road at a level suitable for safe travel for all vehicles permitted to access the Landfill Premises, including without limitation surface repairs and improvements for passenger vehicles visiting the Park.

4.5.4 Maintenance and Repair of Landfill Access Road, Connector Road Segments, and Landfill Maintenance Roads. The District has represented to County that the Landfill Access Road, Connector Road Segments, and Landfill Maintenance Roads existing as of the Effective

Date are sufficient for the District to carry out its Post Closure Maintenance Activities and, subject to this Section 4.5.4, the District shall not grade, maintain, pave, or repair such Park Roads for purposes of ensuring that they are suitable or useable for public access or for use by passenger vehicles visiting the Park or for any other purposes to accommodate County.

4.5.4.1 District. The District shall make alignment, rough grade, and settlement repairs to the Landfill Access Road, Landfill Services Roads, and the Park Loop Road, including the Connector Road Segments, in order to maintain adequate storm water drainage and slope stability.

4.5.4.2 County. County, at its sole cost and expense, shall maintain and repair (including, without limitation, patching, finish grading, paving, resurfacing, and striping) the Park Loop Road (which is the paved Landfill Access Road existing as of the Effective Date plus the unpaved Connector Road Segments existing as of the Effective Date to be graded and paved by County) and any Future Park Roads used by County invitees to ensure that the Park Loop Road and any such Future Park Roads are suitable for use by County, its employees, contractors, and for public access and use by passenger vehicles visiting the Park.

4.5.5 Closure of Park Roads. County shall at no time restrict access to any Park Roads without the prior written approval of the District.

4.5.6 Future Roads for Park. Subject to the prior written consent of the District, County shall have the right to create and use additional roads at the Premises, at County's sole cost and expense, for the benefit of improved Park safety and access ("**Future Park Roads**"), provided any Future Park Roads do not in any way affect any District Improvements (including, without limitation, the Environmental Control Systems) or limit the District's ability to conduct its Post Closure Maintenance Activities.

4.5.7 Landfill Maintenance Road to Nike Hill Area. A portion of the Landfill Maintenance Road that leads to the Nike Hill Area is located outside of the Landfill Premises, as shown on Exhibit B. That portion of the road is within property owned by Rose Hills Company ("**Rose Hills**") or SCE.

4.6 Graffiti. County shall use commercially reasonable efforts to remedy, in a timely manner, any graffiti on District Improvements within 100 feet of any County operated facility, asset, and/or improvement that is intended for use by the public, but excluding any security apparatus, landscaping amenities, and any other County facilities, assets and/or improvements that are not intended for public use (a "**County Public Facility**") or the Park Loop Road.

4.7 Gates and Fences.

4.7.1 Landfill Premises Main Gate. County shall not install any gates, fences, or other barriers across the Entrance Road. County acknowledges that the Entrance Road is used by District's employees, contractors, customers, tenants, and agents to access the Landfill Premises, including the PHMRF and the PHIMF. The existing vehicle gate across the start of the Entrance Road (at Crossroads Parkway South) (the "**Landfill Premises Main Gate**") shall be operated (opened/closed), maintained, and repaired solely by the District. The District will ensure the Landfill Premises Main Gate is open during the hours when the Park is open to the public.

4.7.2 Park Main Gate. County shall install a 6-foot-tall minimum chain link or wrought iron vehicle gate across the Landfill Access Road, just beyond the Entrance Road, to control vehicle access into the Park and Premises (the “**Park Main Gate**”). The Park Main Gate shall be operated (opened/closed), maintained, repaired, and replaced solely by County. County shall permit the District to daisy chain its own padlock on the Park Main Gate to ensure the District has access to the Premises at all times. County shall ensure that the Park Main Gate is closed when the Park is closed to the public.

4.7.3 Gates and Fences in Premises. County shall install, maintain, and repair all fences and gates that it installs within the Premises for Park safety, traffic circulation, and security, including but not limited to, fences and gates around the District O&M Yard.

4.8 Damage to District Improvements by County Parties. Notwithstanding anything to the contrary in this Lease, in the event that County or any County Party damages, destroys, tampers with, or affects any portion of any District Improvement within 100 feet of any County Public Facility or the Park Loop Road, whether due to an intentional act or negligence (collectively, “**Damage**”), then County shall use commercially reasonable efforts to remedy, in a timely manner any such Damage. Upon the occurrence of Damage that does not present an emergency or an imminent risk to public health, safety, or welfare, then, upon obtaining the District’s prior written consent, County shall be permitted to repair, replace, and/or remediate such Damage, at County’s sole cost and expense. In the event of Damage that does present an emergency and/or an imminent risk to public health, safety, or welfare, then District shall have the right, in its sole and absolute discretion, to repair, replace, or remediate such Damage at any time, and County shall, within thirty (30) days after written demand, reimburse District for (a) all such repairs, remediation, replacement, or other actions taken by District in connection with such Damage (including, without limitation, all labor, materials, and equipment costs relating to such Damage) and (b) any fines or penalties imposed by any Governmental Authority arising from such Damage.

4.9 CEQA; Indemnity.

4.9.1 Lead Agency. Prior to considering, approving or implementing any “Project,” as that term is defined under CEQA, on the Premises, County shall comply with all provisions of CEQA and shall serve as the “Lead Agency” for any County “Projects” proposed in order to develop the Park at the Premises. The District shall comply with all provisions of CEQA and shall serve as the “Lead Agency” for any District “Projects” (as defined under CEQA) proposed related to Post Closure Maintenance Activities or other activities at the Landfill Premises.

4.9.2 Indemnity. County shall Indemnify the District Indemnified Parties from and against any Claims arising from or related to any County “Projects,” (as defined under CEQA). The District shall Indemnify the County Indemnified Parties from and against any Claims arising from or related to any District “Projects,” as that term is defined under CEQA.

4.9.3 Consequential Losses. The indemnity obligations set forth in this Section 4.9 shall exclude the Parties’ own consequential losses.

4.9.4 The provisions of this Section 4.9 shall survive the expiration or earlier termination of this Lease.

4.10 Liens on the District's Interests.

4.10.1 Construction Liens. County shall ensure that the District's right, title, or interest in and to the District Estate shall not be subjected to liens or stop notices of any nature by reason of any Work of Improvement for the Park, or by reason of any other act or omission of County (or of any Person claiming by, through or under County) including, but not limited to, mechanics' and materialman's liens, and County hereby waives the right to file for its own benefit, any such liens and stop notices.

4.10.2 Payment by County. In the event the District Estate becomes subject to any lien or stop notice, County shall either (a) pay or cause to be paid all related claims and demands (including reasonable attorneys' and other fees) within thirty (30) days after receipt by County from the District of written notice of such lien or (b) contest any such lien, claim, demand or stop notice by furnishing a statutory mechanic's lien bond (or such other assurances as may be acceptable to the District in its sole and absolute discretion) to the District in compliance with applicable law. County shall furnish written evidence of its payment of any amount required to be paid hereunder promptly upon receipt of written request of the District.

4.10.3 County Indemnity. County shall Indemnify the District, the District Parties, and the District's right, title, and interest in and to the District Estate, from all obligations and Claims made against the District or such property or interests arising from any Work of Improvement, without requirement that the District first pay such Claims.

4.10.4 Survival. The provisions of this Section 4.10 shall survive the expiration or earlier termination of this Lease.

4.11 Liens on County's Interests.

4.11.1 Construction Liens. County's interest in the County Estate shall not be subjected to liens or stop notices of any nature by reason of Post Closure Maintenance Activities, or by reason of any other act or omission of the District (or of any Person claiming by, through or under the District) including, but not limited to, mechanics' and materialman's liens, and the District hereby waives the right to file for its own benefit, any such liens and stop notices.

4.11.2 Payment by the District. In the event County's leasehold interest in the Premises becomes subject to any lien or stop notice as a result the District's Post Closure Maintenance Activities, the District shall either (a) pay or cause to be paid all related claims and demands (including reasonable attorneys' and other fees) within thirty (30) days after receipt by the District from County of written notice of such lien or (b) contest any such lien, claim, demand or stop notice by furnishing a statutory mechanic's lien bond (or such other assurances as may be acceptable to County in its sole and absolute discretion) to County in compliance with applicable California law. The District shall furnish evidence of its payment of any amount required to be paid hereunder promptly upon receipt of written request of County.

4.11.3 District Indemnity. The District shall Indemnify County from all Claims made against County arising solely from the District's acts, omissions, or negligence in connection with the District's Post Closure Maintenance Activities, without requirement that County first pay such

Claims. The foregoing indemnity shall not apply in the event that any Claims against County arise, in whole or in part, from County's negligence or willful misconduct.

4.11.4 Survival. The provisions of this Section 4.11 shall survive the expiration or earlier termination of this Lease.

4.12 Required Notifications. The Parties shall promptly notify each other in writing after obtaining actual (not constructive) knowledge of any of the following:

4.12.1 Any Claim or litigation affecting the Park or Landfill Premises;

4.12.2 Any communication, whether written or oral, received from any Governmental Authority claiming or asserting that any aspect of any County Improvements fails in any respect to comply with any applicable Legal Requirements, or threatening to suspend or revoke any approval by a Governmental Authority; and/or

4.12.3 Any presence of Hazardous Substances at, on, in, or under the Landfill Premises or a Release that may require Remediation.

ARTICLE 5 TRANSFERS

5.1 Transfers Prohibited. From and after the Effective Date, neither Party shall be permitted to transfer, convey, sell, or assign ("**Transfer**") all or any part of such Party's rights, title, and/or interests in and to the Premises or under this Lease without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, "**Transfer**" shall not include a property management contract pursuant to Section 4.2.11 or the granting of rights by the District to its contractees, licensees, or tenants. Upon any Transfer by either Party of its rights, title, and/or interests in and to the Grant Area, the Grant Area shall remain subject to the NPS Grant Requirements. Upon any Transfer by the District of its rights, title, and/or interests in and to all or a portion of the Landfill Premises that are outside of the Premises, then such area shall be deemed to be excluded from the Indemnified Area (as defined in the JPA).

5.2 District's Use of Landfill Premises Outside Premises. The District shall make good faith efforts to permit or use portions of the Landfill Premises that are outside of the Premises for uses that are consistent with the District's mission to convert waste into resources such as recycled water, energy, and recycled materials, including construction and operation of facilities to maximize or optimize Landfill resources, including but not limited to the construction and operation of a facility to beneficially use and/or convert landfill gas generated by the Landfill to renewable energy.

5.3 Notice to County. If, at any time during the Term, the District elects to Transfer all or any portion of the District's right, title, and interest in all or any portion of the Landfill Premises, then within fifteen (15) days upon issuance of any request for proposals, or any other formal procurement by the District, for such Transfer (collectively, "**RFP**"), the District shall deliver to County a copy of the RFP.

ARTICLE 6 AUTHORIZED REPRESENTATIVES

6.1 Designation. Each Party may designate one or more authorized representatives (each an “**Authorized Representative**”) who may be any Person authorized or empowered by a Party in writing to act for, on behalf of, or in place of, that Party. The authority of each Authorized Representative shall be limited to the subject matter stated in the written authorization.

6.2 District’s Authorized Representative. The District’s Authorized Representative for purposes of this Lease is its Chief Engineer and General Manager. Notwithstanding the foregoing, the District may, by providing written notice to County, from time to time, authorize and empower other the District employees, agents, or representatives to act as the District’s Authorized Representative either for all or limited purposes under this Lease, and such Authorized Representative may by notice to County re-delegate their authority for limited purposes under this Lease.

6.3 County’s Authorized Representatives. County’s Authorized Representative for purposes of this Lease is the Director of County’s Department of Parks and Recreation. Notwithstanding the foregoing, County may, by providing written notice to the District, from time to time authorize and empower other County employees or representatives to act as County’s Authorized Representatives either for all or for certain limited purposes under this Lease.

ARTICLE 7 ENVIRONMENTAL MATTERS

7.1 Environmental Compliance.

7.1.1 District. The District shall continue to maintain the Landfill Premises in good faith, in accordance with Federal, State and County regulations, statutes and permits, and shall maintain in effect all permits, licenses and other Governmental Approvals relating to Hazardous Substances required for the District’s use of the Landfill Premises. The District shall make all disclosures required by any Environmental Law, comply with all orders issued by any Governmental Authority having jurisdiction over the Landfill Premises with respect to the District’s use thereof, and take all action required by such Governmental Authorities to bring the District’s activities on the Landfill Premises into compliance with all applicable Environmental Laws.

7.1.2 County. County shall, at all times comply, with all applicable Environmental Laws affecting the Premises, and shall maintain in effect all permits, licenses and other Governmental Approvals relating to Hazardous Substances required for County’s use of the Premises. County shall make all disclosures required by any Environmental Law, comply with all orders issued by any Governmental Authority having jurisdiction over the Premises with respect to County’s respective use thereof, and take all action required by such Governmental Authorities and the District (including, without limitation, Remediation) to bring County’s activities on the Premises into compliance with all applicable Environmental Laws.

7.2 Use of Hazardous Substances. Neither the District nor County shall generate, use, store, release, dump, transport, handle or dispose of any Hazardous Substances on the Landfill Premises or the Premises. Notwithstanding the foregoing, each Party and its permittees may use, store,

handle and transport Permitted Hazardous Substances on the Landfill Premises and the Premises, provided that each Party and its permittees shall: (a) use, store, handle and transport such Permitted Hazardous Substances in accordance with all Environmental Laws; and (b) not construct, operate or use disposal facilities for Permitted Hazardous Substances on the Landfill Premises or the Premises or within any Improvements located thereon.

7.3 Ownership of Hazardous Substances.

7.3.1 By the District. As between the District and County (but not with respect to any third party as set forth in Section 7.3.3 and subject to Section 7.3.2), there shall be a presumption, only rebuttable by substantial evidence, that the following Hazardous Substances shall be owned by the District: any Hazardous Substance (i) discovered and/or removed during any demolition, excavation, grading or Remediation activities, provided that such Hazardous Substance was present on the Premises prior to the Effective Date (a “**Pre-Existing Condition**”), and (ii) arising out of or relating to a Release of a Hazardous Substance on or adjacent to the Premises after the Effective Date, to the extent such Release was caused by the District or any District Parties.

7.3.2 By County. As between the District and County (but not with respect to any third party as set forth in Section 7.3.3 and subject to Section 7.3.1), there shall be a presumption, only rebuttable by substantial evidence, that the following Hazardous Substances shall be owned by County: any Hazardous Substance (i) on or within the Premises after the completion of County’s construction of the County Improvements, provided that such Hazardous Substance was not present on the Premises prior to the Effective Date, and (ii) arising out of or relating to a Release of a Hazardous Substance on or adjacent to the Premises after the Effective Date, to the extent such Release was caused by County or any County Parties.

7.3.3 By Third Parties. Nothing in Sections 7.3.1 and 7.3.2 shall constitute an admission of ownership that prevents the District or County from (i) asserting any rights either or both may have against any third party and (ii) establishing that any such third party is responsible for such Hazardous Substance.

7.4 Release. Effective upon the Effective Date of this Lease, the District hereby waives its rights to recover from and fully and irrevocably releases the County Indemnified Parties from any and all Claims that the District may now have with respect to any costs, losses, liabilities, damages, expenses, demands, actions or causes of action by any Environmental Agency, any Governmental Authority or any other third party arising from or related to the District’s use, operation, maintenance, repair, or other activities at the Landfill Premises, including without limitation the Post Closure Maintenance Activities and compliance with all applicable Legal Requirements (collectively, “**Landfill Claims**”). The foregoing release is limited solely to Landfill Claims of which the District is presently unaware or which the District does not presently suspect to exist which, if known by the District, would materially affect the District’s release of the County Indemnified Parties. The District specifically waives the provision of California Civil Code § 1542 with respect to Landfill Claims only, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

District’s Initials

Notwithstanding anything to the contrary in this Lease, the foregoing release shall not apply to, and shall specifically exclude, any and all indemnities from County in favor of the District under this Lease and the Construction Permit, any and all Claims arising in connection with any negligence, or willful misconduct by County or any County Parties at the Landfill Premises; provided that for purposes of this Section 7.4 only, “County Parties” shall not include members of the general public acting outside of County’s direct supervision or control.

7.5 Environmental Indemnity.

7.5.1 By the District. The District shall Indemnify the County Indemnified Parties from and against all Claims (except Claims for business interruption, loss of profit, consequential, or punitive damages) arising out of or relating to (a) a Pre-Existing Condition, and (b) any actual, threatened or suspected post-Effective Date Release of Hazardous Substances to the extent such Release or Pre-Existing Condition was caused by the District or any District Parties during the Term. Notwithstanding the foregoing, the District shall have no obligation to Indemnify any County Indemnified Party to the extent that any Claim arises from any negligence or willful misconduct of County or any County Parties.

7.5.2 By County. County shall Indemnify the District Indemnified Parties from and against all Claims (except Claims for business interruption, loss of profit, consequential, or punitive damages) arising as a result of or relating to (a) the existence of any Hazardous Substances on or within the Premises, except to the extent arising from any Pre-Existing Conditions and any Migratory Conditions, and (b) any actual, threatened or suspected post-Effective Date Release of Hazardous Substances caused by County or any County Parties during the Term. Notwithstanding the foregoing, County shall have no obligation to Indemnify any District Indemnified Party to the extent that any Claim arises from (1) any negligence or willful misconduct of the District or any District Parties, or (2) any action or event occurring after County fully and completely vacates the Premises pursuant to the terms and conditions of this Lease upon termination or expiration of this Lease.

7.5.3 Costs Included; Survival. The Indemnity obligations created hereunder shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any Investigation and Remediation of the Premises. Notwithstanding the foregoing, an indemnified party shall not incur any costs (except in connection with an emergency) or settle any Claims related to any matters for which such Party seeks indemnification from the other Party without first delivering to the indemnifying Party notice of such costs and Claims and providing the indemnifying Party the reasonable opportunity to reduce, eliminate or incur such costs and dispute any such Claim or other matter. The obligations of the Parties hereunder shall survive the expiration or earlier termination of this Lease.

7.5.4 Cooperation. County and the District shall cooperate with one another to allow the responsible Party to Investigate and Remediate as necessary.

7.6 Notices. If at any time County or the District shall become aware, or have reasonable cause to believe, that any actionable level of Hazardous Substance has been Released or has otherwise come to be located on, beneath or adjacent to the Premises or Property, such Party shall, as soon as reasonably possible, upon discovering the Release or the presence or suspected presence of the Hazardous Substance, give oral and written notices, as soon as reasonably possible, of that condition to the other Party. In addition, the Party first learning of any of the following, shall, as soon as reasonably possible, give notice to the other Party of: (a) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws with respect to the Premises; (b) any claim made or threatened by any Person against the District, County or the Premises arising out of or resulting from any asserted actionable level of Hazardous Substances; and (c) any reports made to any Environmental Agency arising out of or in connection with any asserted actionable level of Hazardous Substance with respect to the Premises.

ARTICLE 8 INSURANCE

8.1 District Insurance. The District is self-insured.

8.2 County Insurance. County shall self-fund any potential liabilities arising out of, or connected with, this Lease. The District acknowledges that County has no obligation to carry, and does not carry, any insurance insuring the personal property of the District that may be stored or deposited upon the Premises. County shall not be responsible or liable for the loss of any such personal property or for any other damages to same for any reason whatsoever except, notwithstanding anything to the contrary in this Lease, if such loss or damage is caused by the acts, omissions, or negligence of County or any County Party.

ARTICLE 9 INDEMNITY

9.1 District Indemnity. The District shall Indemnify the County Indemnified Parties from and against all Claims caused by or arising directly or indirectly from (a) the entry on, use, occupancy and/or operation of the Temporary District Operations Trailer, the New District O&M Building, the Premises, and/or the Landfill Premises, and/or acts, omissions, or negligence, by any District Party, including any workers' compensation suits, liability, or expense, arising from or connected with any entry by any District Party in, on, or about the Temporary District Operations Trailer, the New District O&M Building, the Premises, and/or Landfill Premises (b) the conduct of activities by or on behalf of the District in connection with the District's exercise of the Retained Rights, (c) any act or omission by any District Party in connection with District Improvements and/or Post Closure Maintenance Activities, and (d) any act or omission of any District Party that constitutes (i) a breach or Default of any obligation of the District under this Lease, and/or (ii) negligence and/or willful misconduct by the District Party, except to the extent of any loss or damage arising from the negligence or willful misconduct of any County Indemnified Party. In the event any action or proceeding is brought against a County Indemnified Party pursuant to this Section 9.1, the District shall, upon written notice from the County Indemnified Party, defend that County Indemnified Party, at the District's sole expense, by counsel selected and approved by such County Indemnified Party. The County Indemnified Party need not have first paid any such claim in order to be defended or indemnified.

9.2 County Indemnity. County shall Indemnify the District Indemnified Parties from and against all Claims caused by or arising directly or indirectly from (a) the entry on, use, occupancy and/or operation of the Environmental Justice Center, County O&M Building, all other County Improvements, and/or the Premises, and/or acts, omissions, or negligence, by any County Party, including any workers' compensation suits, liability, or expense, arising from or connected with any entry by any County Party in, on, or about the Environmental Justice Center, County O&M Building, all other County Improvements, and/or the Premises, (b) excessive use of force by Los Angeles County Sheriff pursuant to the use or occupancy of the Premises by any County Party, (c) the execution by District of applications or documents requested by County for purposes of obtaining Governmental Approvals for the development of the Park, and (d) any act or omission of any County Party that constitutes (i) a breach or Default of any County obligation under this Lease, and/or (ii) negligence and/or willful misconduct by a County Party, including acts or omissions related to the design, construction, use, operation, repair, or maintenance of the Premises, except to the extent of any loss or damage arising from the negligence or willful misconduct of any District Indemnified Party. In the event any action or proceeding is brought against a District Indemnified Party pursuant to this Section 9.2, County shall, upon written notice from the District Indemnified Party, defend that District Indemnified Party, at County's sole expense, by counsel selected and approved by such District Indemnified Party. The District Indemnified Party need not have first paid any such claim in order to be defended or indemnified.

9.3 Survival. The Indemnity obligations under this Article 9 shall survive any expiration or earlier termination this Lease.

ARTICLE 10 SUBLEASING

10.1 Right to Sublease. This Lease was entered into, in part, to allow County to improve and develop the Premises with the Park, and to allow County to enter into rental agreements or other occupancy and/or usage agreements for purposes of operating the Park and generating revenue therefrom. Accordingly, County may enter into subleases, rental agreements, licenses, or other occupancy and/or usage agreements for specific portions of the Premises, provided that (a) such subleases, rental agreements, licenses, or other occupancy and/or usage agreements expressly state that (i) they do not exceed the Term of this Lease, (ii) will terminate upon expiration or earlier termination of this Lease, (iii) the sublessee, licensee or occupant (as applicable) shall (A) comply with all obligations of County under this Lease (including, without limitation the Permitted Use), (B) obtain insurance in such amounts and with such coverage as may be required by the District, and (C) Indemnify the District in connection with its occupancy and use of the subleased premises and any act, omission, or negligence by sublessee licensee or occupant (as applicable), (b) each sublease, rental agreement, license, or other occupancy and/or usage agreement is made pursuant to a written agreement executed by County and a respective subtenant who shall occupy or use space in the Park in accordance with all of the terms and provisions of this Lease. Immediately upon execution and delivery of any sublease, rental agreement or other occupancy and/or usage agreement or amendment thereto by both parties, County shall deliver a true, complete and correct copy of such document to the District. Within fifteen (15) days after the District's request, County shall deliver to the District a rent roll for all occupants at the Premises. In no event shall the County have the right to sublease the entirety of the Premises

without the prior written consent of the District which consent may be withheld in the District's sole and absolute discretion.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of County. Whenever a statement concerning factual matters herein is qualified by the phrase "to County's knowledge" or similar words, it is intended to indicate that no information has come to the attention of Director of County's Department of Parks and Recreation (who shall have no duty of investigation or inquiry) that would give such Person current actual knowledge of the inaccuracy of such factual statements. County shall immediately notify the District in writing of any representation or warranty made herein that it becomes aware of being or claimed to be false or misleading. County hereby represents and warrants to the District that the following is true and correct as of the Effective Date:

11.1.1 Legal Power. County has the legal power, right and authority to enter into this Lease, and to consummate the transactions contemplated hereby and thereby and described herein and therein.

11.1.2 Binding Obligation of Lease. This Lease is valid and legally binding and enforceable against County in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization and moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

11.1.3 Authority to Execute. Pursuant to authority granted by County's Board of Supervisors at its meeting on February 18, 2025, the individual signing this Lease on behalf of County is authorized to execute this Lease and bind County to its terms and conditions, and, upon such execution, this Lease shall be legally binding on County.

11.2 Representations and Warranties of the District. Whenever a statement concerning factual matters herein is qualified by the phrase "to the District's knowledge" or similar words, it is intended to indicate that no information has come to the attention of the District's Chief Engineer and General Manager (who shall have no duty of investigation or inquiry), that would give such Person current actual knowledge of the inaccuracy of such factual statements. The District shall immediately notify County in writing of any representation or warranty made herein that it becomes aware of being or claimed to be false or misleading. The District hereby represents and warrants to County that the following representations and warranties are true and correct as of the Effective Date:

11.2.1 Legal Power. The District has the legal power, right and authority to enter into this Lease, and to consummate the transactions contemplated hereby and thereby and described herein and therein.

11.2.2 Binding Obligations of Lease. This Lease is valid and legally binding and enforceable against the District in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization and moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

11.2.3 Authority to Execute. The individuals signing this Lease on behalf of the District are authorized to execute this Lease and bind the District to its terms and conditions, and, upon such execution, this Lease shall be legally binding on the District.

11.2.4 No Leases. Except for the Trail License, which will be replaced by the Amended and Restated Trail License Agreement, there are no leases, subleases, tenancies, licenses or other occupancy agreements or amendments thereto to which the District is a party or by which the District may be bound for any portion of the Premises.

11.2.5 No Additional Approvals. No approval, consent, order or authorization of, or designation, registration or declaration with, any Governmental Authority is required in connection with the valid execution and delivery or the compliance with this Lease by the District.

11.2.6 No Encumbrances. The District has not conveyed or encumbered (unless no longer encumbered), or entered into any agreements for the sale or transfer of any development rights for the Premises except as expressly provided herein.

ARTICLE 12

DEMOLITION OF DISTRICT IMPROVEMENTS

12.1 Demolition Work

12.1.1 Demolition of District Improvements. Upon the issuance of a Notice of Completion, the District shall be required to perform, at the District's sole cost and expense, the demolition of the District Improvements, to the extent required by any then-applicable Legal Requirements (the "**Required Demolition Work**").

12.1.2 Demolition Notice. At any time after a Notice of Completion has been issued to the District, County shall have a right to provide the District with a written notice to perform (a "**Demolition Notice**"), and the District shall be required to perform, at the sole cost of County, the following demolition work (collectively, the "**County Requested Demolition Work**" and together with the "Required Demolition Work," the "**Demolition Work**") if such Demolition Work is necessary to accommodate the construction of additional County Improvements:

12.1.2.1 Raze all or any portion of any then-existing District Improvements, as directed by County, in its sole and absolute discretion, and clear the portion of the Premises improved with such District Improvements, including removal of all rubble, debris and Hazardous Substances placed on the Premises during the Term; and

12.1.2.2 Fill all holes, excavations and indentations resulting from any such razing and removal activities, with properly compacted backfill material containing no Hazardous Substances.

12.1.3 Grading of Surface. Promptly after completion of the Demolition Work, the District shall grade the surface of the Premises to provide a clean and level appearance, or as otherwise directed by County.

12.1.4 Plan Approval. Prior to commencing any Demolition Work, the District shall submit to County, for County's review and approval, which approval shall not be unreasonably

withheld, conditioned, or delayed, plans and specifications for the Demolition Work and a schedule of performance (setting fixed milestones for completion (once approved, the “**Approved Demolition Plans**”).

12.1.5 Timeline for Commencement and Completion of Demolition Work. Subject to any plan approved under Section 12.1.4, the District shall commence the Demolition Work by not later than the date that is one hundred eighty (180) days after the date of the Demolition Notice, and shall diligently pursue the Demolition Work to completion by not later than the date that is two (2) years after the commencement thereof.

12.2 Work Satisfactory to County. All Demolition Work shall be completed in strict accordance with the Approved Demolition Plans, and in compliance with all applicable Legal Requirements, to the reasonable satisfaction of County.

12.3 Default. If the District fails to complete the Demolition Work as required and in accordance with the Approved Demolition Plans, then upon the failure of the District to commence to cure within fifteen (15) days after County provides notice to the District regarding such failure, a Default shall have occurred and County may, but shall not have the obligation to, perform the Demolition Work, or portions thereof, on the District’s behalf, and the District shall reimburse County for its costs associated with the Demolition Work, including its Actual Cost of performing the Demolition Work.

ARTICLE 13 DEFAULT

13.1 Default; Breach. A “**Default**” is defined as a failure by either the District or County to comply with or perform any of the terms, covenants, or conditions of this Lease. A “**Breach**” is defined as the occurrence of one or more of the following Defaults, and the failure of the defaulting Party to cure such Default within any applicable grace period:

13.1.1 The failure of County to make any monetary payment required to be made by County to District under this Lease, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of ten (10) business days following written notice to County. The acceptance by district of a partial monetary payment shall not constitute a waiver of any of the District’s rights.

13.1.2 A Default by either Party as to the terms, covenants, conditions or provisions of this Lease, other than those described in Section 13.1.1, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of the Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if the defaulting Party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, however, in no event shall such cure period exceed sixty (60) days.

13.1.3 The occurrence of any of the following events: (i) the making of any general arrangement or assignment by either Party for the benefit of creditors; (ii) becoming a “debtor” as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against either Party, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee

or receiver to take possession of substantially all of a Party's assets located at the Premises or of a Party's interest in this Lease, where possession is not restored to such Party within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of a Party's assets located at the Premises or of a Party's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this Section 13.1.3 is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

13.2 Remedies. In the event of a Breach, the non-defaulting Party shall have cumulatively, or in the alternative, all rights and remedies provided by law or equity and, in addition, all of the following contractual remedies:

13.2.1 Right to Cure Default. The non-defaulting Party may cure any Breach by the defaulting Party. No such cure shall constitute a cure of the Default or Breach as between the Parties, and such cure shall not waive or release the defaulting Party from any obligations under this Lease. In exercising this right, the non-defaulting Party may perform all acts and make all payments it deems desirable to achieve the cure, including the payment of any necessary expenses and the employment of legal counsel. The defaulting Party shall reimburse the non-defaulting Party for all Actual Costs incurred by the non-defaulting Party in connection with achieving the cure, plus interest at the Default Rate, compounded monthly, from the date any such amounts or expenses are actually expended or incurred until paid. Such reimbursement shall be due and payable by the defaulting Party to the non-defaulting Party within thirty (30) days after the defaulting Party's receipt of the non-defaulting Party's written demand for payment (which demand shall include copies of cost verification documents). The defaulting Party's failure to reimburse the non-defaulting Party, whether or not the non-defaulting Party's payment cured the Default or Breach, shall constitute a separate Breach.

13.2.2 Injunctive Relief. Unless otherwise provided herein, in addition to other remedies specifically provided in this Lease or at law or in equity, the non-defaulting Party shall be authorized and entitled wherever there is otherwise a right to equitable or injunctive relief to bring any proceedings in the nature of specific performance or injunction, or to obtain any equitable remedy.

13.2.3 Costs. If the non-defaulting Party incurs any Actual Costs as a direct result of a Breach or a Default (including reasonable attorneys' fees and costs), then the non-defaulting Party shall be entitled to receive such Actual Costs, together with interest on all funds the non-defaulting Party expends with interest at the Default Rate, compounded monthly, including without limitation, all reasonable expenses incurred by the non-defaulting Party in enforcing or defending the non-defaulting Party's rights and/or remedies, whether or not suit is actually filed.

13.3 Limitation on Damages. Notwithstanding anything to the contrary in this Lease, in no event shall either Party, or any of their respective Board members, officers, agents, or representatives, be liable under this Lease to the other Party, or its respective Board members, officers, agents, or representatives, for consequential, indirect, special or punitive losses or damages.

13.4 Cumulative Remedies. The remedies given to the Parties shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law or equity, or elsewhere provided in this Lease.

13.5 Waiver of Breach or Default. No waiver by a Party of any Breach or Default by the other Party shall constitute a waiver of any other Breach or Default by such Party, whether of the same or any other covenant or condition hereunder. Except as otherwise provided in this Article 13, no waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

13.6 Holding Over. If County holds over after the Expiration Date or earlier termination of this Lease, such holding over shall be subject to the same terms, conditions, restrictions and provisions as herein contained. Any holdover by County without District's prior written consent shall constitute a Breach on the part of County under the Lease. County shall Indemnify the District Indemnified Parties from and against all Claims caused by or arising directly or indirectly from County's continued possession of the Premises following the expiration or termination of the Lease. The foregoing indemnity shall survive any expiration or earlier termination this Lease.

13.7 Late Fees. County and the District agree that the fixing of actual damages for County's Breach of any of the provisions of this Lease, including but not limited to the late payment by County to District of any monetary amounts due hereunder, would cause the District to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include but are not limited to accounting, processing, administrative, legal and clerical charges. Accordingly, if any sum due from County hereunder has not been received by the District within three (3) days after such amount was due, County shall pay to the District a late charge equal to five percent (5%) of delinquent sum due from County. County hereby agrees that said late charge represents a fair and reasonable estimate of the cost the District will incur by reason of late payment by County. Acceptance of such late charge by the District shall not constitute a waiver of County's Default or Breach with respect to such overdue amount nor prevent the District from exercising any other rights and remedies provided for in this Lease, at law or in equity.

13.8 Interest. Any and all amounts not paid to the District when due shall bear interest at the Default Rate from the date due until paid. Payment of such interest shall be in addition to any late fee, shall not excuse or cure any Default or Breach by County under this Lease and shall not affect any rights and remedies provided to the District in this Lease or at law or in equity, all of which shall be cumulative.

ARTICLE 14

NOTICES AND PAYMENTS

14.1 Notices. All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service), (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) nationally recognized overnight courier, addressed to the appropriate addressee and shall be deemed received and effective upon

actual receipt or refusal of delivery. All addresses of the Parties for receipt of any notice to be given pursuant to this Lease are as follows:

If to the District:

Los Angeles County Sanitation Districts
Attn: Department Head, Facilities Planning
1955 Workman Mill Road
Whittier, CA 90601

If to County:

County of Los Angeles Department of Parks and Recreation
Attn: Director of Parks and Recreation
1000 South Fremont Avenue
Building A-9 West, 3rd Floor – Unit #40
Alhambra, California 91803

With a copy to:

Office of the County Counsel
Attn: Division Chief of the Property Division
500 West Temple Street, 6th Floor
Los Angeles, California 90012

Either the District or County may change any of the above information by giving notice to the other Party of such change in accordance with the provisions of this Section 14.1.

Unless stated otherwise to the contrary in this Lease. County shall remit payment to or reimburse the District within thirty (30) days after receipt of any demand or request therefor from the District.

ARTICLE 15 ESTOPPEL CERTIFICATE

15.1 County's Estoppel Certificate. Upon the request of the District or the holder or prospective holder of any deed of trust, mortgage or other encumbrance on the District Estate, County shall deliver an estoppel certificate, in the form attached hereto as Exhibit G ("**Estoppel Certificate**"), to the District and the requesting party within thirty (30) days after having received such request.

15.2 District's Estoppel Certificate. Upon the request of County, the District shall deliver an Estoppel Certificate to County within thirty (30) days after having received such request; provided, however, in no event shall the District be obligated to sign and deliver more than one (1) Estoppel Certificate in any twelve (12) month period.

ARTICLE 16 QUIET ENJOYMENT

Subject to payment by County of any monetary obligations hereunder and performance of all of the covenants, conditions and provisions on the part of County to be observed and performed under this Lease, County shall have quiet and peaceful possession of the Premises as against the District and any Person claiming the same by, through or under the District, subject to other rights of the District set forth in this Lease.

ARTICLE 17 FINANCIAL ASSURANCES FOR PCM PLAN AND NON-WATER RELEASE CORRECTIVE ACTION PLAN

17.1 PCM Plan. Pursuant to 27 CCR Section 22228, operators of solid waste landfills, such as District No. 2, are required to demonstrate the availability of financial resources to conduct Post Closure Maintenance Activities. In order to comply with this requirement, District No. 2 and CalRecycle entered into that certain *Pledge of Revenue Agreement*, dated January 28, 2022 (District's Contract No. 5418) in accordance with 27 CCR Section 22245, pursuant to which the District has pledged certain revenues in an amount equal to the estimated cost per year for post closure maintenance of the Landfill based on the estimated costs contained in the most recently approved or most recently submitted PCM Plan (the "**PCM Plan Financial Assurance**").

17.1.1 Potential Increase to PCM Plan Financial Assurance. District No. 2 may be required by a Governmental Authority, including without limitation, the Regional Water Board, LEA, and/or CalRecycle to include in a future update of the PCM Plan (which must be updated and submitted for review and approval to all applicable Governmental Authorities at least once every five (5) years or as required by Legal Requirements), the estimated cost for Post Closure Maintenance Activities related to or resulting from the County Improvements to be constructed on the Premises and, accordingly, to increase the amount of the PCM Plan Financial Assurance to ensure sufficient funds are available to pay for such Post Closure Maintenance Activities. By way of example only, and without limiting the foregoing, the following County Improvements may increase the District's PCM Plan obligations and, therefore, the PCM Plan Financial Assurance: (1) removal/relocation of County Improvements in order to access and complete required repairs of the Environmental Control Systems, (2) certain repairs required due to the actions of or negligence of any County Parties, (3) additional District staff time required to perform required Post Closure Maintenance Activities, due to, for example, County's installation of security measures (vaults, valve locks, additional gates that slow down travel, etc.) for the Environmental Control Systems.

17.1.1.1 Upon determination by the District or a Governmental Authority of a potential cost increase to the District's PCM Plan obligations, the District shall notify the County in writing, with documentation evidencing the potential cost increase, and the Parties shall promptly meet and confer, in good faith, to review and identify in an expedient manner the source of the potential cost increase, and to either (a) eliminate, remove or relocate those elements of the County Improvements that are causing the District's PCM Plan obligations to increase (a "**PCM Obligation Elimination**") or (b) reimburse the District for the increased PCM Plan Financial Assurance that District No. 2 must provide to remain in compliance with 27 CCR Section 22228 (a "**PCM Obligation Reimbursement**"). Within a reasonable time period after the Parties agree

to either a PCM Obligation Elimination or a PCM Obligation Reimbursement, County shall complete the PCM Obligation Elimination or provide the PCM Obligation Reimbursement to District No. 2.

17.1.1.2 The District shall not contribute to payment of any increases in the District's PCM Plan obligations arising from the County Parties acts, negligence or omissions.

17.2 Non-Water Release Corrective Action Plan. Pursuant to 27 CCR Sections 22101(b), 22102, and 22103 operators of solid waste landfills, such as District No. 2, are required to set aside funds to recover from reasonably foreseeable non-water release related events, such as a natural disaster, including, but not limited to wildfire and earthquake, through preparation of a Non-Water Release Corrective Action Plan ("**NWRCAP**"). The NWRCAP must be prepared and certified by a third-party consultant on behalf of the solid waste landfill operator and contains estimates on the cost to repair or replace landfill site improvements, such as the District Improvements at the Landfill, that may be damaged as a result of a non-water release event. The NWRCAP must be updated and submitted for review each time the PCM Plan is submitted for review and approval to a Governmental Authority, including without limitation, the Regional Water Board, LEA, and CalRecycle, and occurs at least once every five (5) years or as required by Legal Requirements. In order to comply with this regulation, District No. 2 has set aside funds, in a dedicated interest-bearing trust fund, that are equal to the estimated costs specified in the NWRCAP (the "**NWRCAP Financial Assurance**").

17.2.1 Potential Increase to NWRCAP Financial Assurance. District No. 2 may be required by a Governmental Authority to include in a future update of the NWRCAP the estimated cost to repair or replace the Environmental Justice Center, County O&M Building, New District O&M Building, and/or any other County Improvements to be constructed on the Premises or to increase the cost or frequency of potential damage to District Improvements due to the presence of the County Improvements and, accordingly, increase the amount of the NWRCAP Financial Assurance to ensure sufficient funds are available to repair or replace County Improvements or District Improvements.

17.2.1.1 Upon a determination by the District's third party consultant or a Governmental Authority of a potential increase to the District's NWRCAP Financial Assurance, the District shall notify the County in writing, with documentation evidencing the potential increase, and the Parties shall promptly meet and confer, in good faith, to review and identify in an expedient manner the source of the potential increase, and to either (a) eliminate, remove or relocate those elements of the County Improvements that are causing the District's NWRCAP Financial Assurance to increase (an "**NWRCAP Obligation Elimination**") or (b) reimburse the District for the increased NWRCAP Financial Assurance that District No. 2 must provide to remain in compliance with 27 CCR Sections 22101(b), 22102, and 22103 (a "**NWRCAP Obligation Reimbursement**"). Within a reasonable time period after the Parties agree to either a NWRCAP Obligation Elimination or a NWRCAP Obligation Reimbursement, County shall complete the NWRCAP Obligation Elimination or provide the NWRCAP Obligation Reimbursement to District No. 2.

ARTICLE 18 NATIONAL PARK SERVICE REQUIREMENTS

18.1 The Grant Area shall remain open to the public for outdoor use, in perpetuity.

18.2 County shall be permitted to develop the Grant Area with the Park, pursuant to and in accordance with the terms and conditions set forth in this Lease.

18.3 The District acknowledges that the Grant Area is being developed with NPS assistance or NPS's assistance is integral to such development. The District agrees that without approval from the United States Secretary of the Interior (the "**Secretary**"), the Grant Area shall not be converted to other than public outdoor recreation use and shall remain in public outdoor recreation use, in perpetuity, subject to the terms and conditions of this Lease and/or unless the District is required by applicable Law or any Governmental Authorities to close to the public all or portions of the Grant Area to protect public health, safety, and/or welfare. In the event that County proposes to convert the use of the Grant Area to a use other than public outdoor recreation space, and the Secretary and the District approve the conversion of use proposed by County, County shall be responsible for providing the replacement property that would be required to remain in public outdoor recreational use in perpetuity and subject to NPS protection as a condition of any such conversion in accordance with NPS statutes and regulations. Approval of any proposed conversion shall be in the sole discretion of the Secretary, or designee, and pursuant to 54 U.S.C. Section 200305(f)(3), the Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. Additional use and conversion requirements are included in the NPS post-completion compliance regulations at 36 C.F.R Part 59.

18.4 The District hereby waives any and all right to reduce the size or relocate the Grant Area.

18.5 County shall be permitted to review and approve any and all policies issued by NPS pertaining to the Grant Area.

18.6 To the extent required by the NPS Grant Requirements, in the event of damage to any outdoor recreation feature located on the Grant Area, County shall be responsible for restoring the Grant Area, or any portions thereof, to its prior recreational condition.

18.7 In case of lease default, where the Grant Area, or a portion of the Grant Area, is no longer open to the public for outdoor use, County shall be responsible for identifying a replacement property for that area, which (a) has a fair market value that is not less than the then-fair market value of that area, each as established by a State-approved appraisal (prepared in accordance with the UASFLA), and (b) has reasonable equivalent usefulness and location according to the "Conversion of Use" requirements as outlined in Chapter 8, Section F of the LWCF Federal Manual.

ARTICLE 19 MISCELLANEOUS

19.1 Amended and Restated Trail License Agreement. Concurrently upon execution of this Lease, the Parties shall execute and deliver the Amended and Restated Trail License Agreement.

19.2 Compliance with Laws. During the performance of this Lease, County and the District shall each be responsible for the work of its own Authorized Representatives, employees, contractors and consultants and shall comply with all applicable federal, state and local laws, ordinances, codes, regulations, judicial decrees, and administrative orders and regulations. In the event any of the provisions of this Lease conflict with federal, state or local laws or requirements, the provisions of such laws and requirements shall prevail.

19.3 No Liability. Notwithstanding anything to the contrary in this Lease or the JPA, the District shall have no liability or responsibility whatsoever in the event of any damage to any County Improvements (including, without limitation, damage caused by settlement of soil at the Landfill Premises) or any aspect thereof or injury to any County Party, except only if such damage or injury is caused by the negligence or willful misconduct of the District Parties.

19.4 As/Is Condition; No Representation; No Contingencies in Favor of County. County acknowledges and agrees that, except only for the express representations of the District as set forth in the JPA, the Construction Permit, and this Lease, the District has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the Premises, including, without limitation, the exact limits of the Fill Areas as depicted on any exhibits attached to this Lease, (b) the value, nature, quality or condition of the Premises, including, without limitation, the improvements thereon, soil, topography, and geology thereof, (c) the income of the Premises, (d) the suitability of the Premises for a public park (or the construction of any improvements) or any and all activities and uses which County may hereafter conduct thereon, (e) the compliance of the Premises (or any aspect thereof) with any Legal Requirements, (f) the fitness of the Premises for any use to be made or intended to be made by County, (g) the merchantability, marketability, profitability or fitness for a particular purpose or use of the Premises, (h) the future development of the Premises, (i) the zoning of the Premises (j) any Governmental Approvals, (k) the physical, environmental, title, leasing, financial or regulatory condition of the Premises, (l) any buildings, structures, or other improvements on the Premises (including, without limitation District Improvements), or (m) any other matter with respect to the Premises, and specifically, that, except only as set forth in Section 11.2, the District has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use Legal Requirements. County further acknowledges and agrees that it is fully familiar with the Premises and all aspects thereof (including, without limitation, its physical, environmental, title, leasing, financial, and regulatory condition), and is relying solely on its own investigation of the Premises. Except only as set forth in Section 11.2, the District is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Premises, furnished by any person, including, without limitation, any District Party and County further acknowledges and agrees that it is leasing the Premises on an “as is”, “where is”, and “with all faults” basis subject to all Legal Requirements. County and anyone claiming by, through or under County hereby fully and irrevocably releases the District and all District Parties from any and all claims that it or they may now have or hereafter acquire against District or any of the District Parties for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matters affecting the Premises. This release includes claims of which County is presently unaware of or which County does not presently suspect to exist in its favor which, if known by County, would materially affect County’s release of the District. County

specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Notwithstanding the foregoing, the foregoing release shall not apply to, and shall specifically exclude, any and all indemnities from the District in favor of County under this Lease, and nothing in this Section 19.4 shall be construed to release, waive, or limit any claim by County arising from (i) the negligence or willful misconduct of the District or any District Party or (ii) any condition that would materially and adversely affect construction, operation, and/or maintenance of the Park that the District had actual knowledge of as of the Effective Date, but did not disclose to County in writing. The foregoing releases survive the expiration or termination of the Lease. The Lease is subject to no contingencies whatsoever in favor of County.

Initials by County: _____

19.5 Counterparts. Any fully executed copy of this Lease shall be deemed an original for all purposes. This Lease may be fully executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

19.6 Time of Essence. Time is of the essence for the performance of each covenant and term of this Lease. Notwithstanding the foregoing, if any non-monetary obligation of County or the District cannot be satisfied within the time requirements of this Lease due to an Unavoidable Delay, the time for performance of such obligation shall be extended on a day to day basis until such time as the Unavoidable Delay has ended, subject to the affected Party's duty to mitigate and to any other requirements or limitations in this Lease. Any Unavoidable Delay in construction shall be calculated using the critical path method of calculating delays as such method is typically used in the construction industry. As a condition to any extension of time for the performance of any obligation under this Lease due to an Unavoidable Delay, the Party seeking such extension shall notify the other Party in writing, within ten (10) Business Days after such Party has (or reasonably should have) actual knowledge of the need for the extension and the specific event or events giving rise to such Unavoidable Delay. Notwithstanding the foregoing, the period for compliance with monetary obligations shall not be extended hereunder for any reason, unless agreed to in writing by the Party to whom such monetary obligation is due. County shall duly and timely pay all monetary obligations, if any, under this Lease without notice, grace, offset or deduction.

19.7 Successors and Assigns. The terms, obligations, covenants and agreements of this Lease shall run with the land and inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, and, except as otherwise provided herein, may not be assigned independent of a sale of all of the Premises.

19.8 Remedies. All remedies herein conferred shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

19.9 Waivers.

19.9.1 Limitations. The waiver by one Party of any Breach or Default under this Lease by the other Party shall be limited to the specific terms of a written waiver executed by the Party granting such waiver, and shall not invalidate this Lease, or any part hereof, and shall not constitute: (a) a general waiver of the breached or defaulted term, covenant, condition or promise, (b) a waiver of any other term, covenant, condition or promise under this Lease, or (c) a waiver of any subsequent Breach or Default of the same or any other term, covenant, condition or promise of this Lease. The extension by one Party of the time for performance of any act under this Lease shall not constitute a similar extension of the time for performance of any other act, nor shall it constitute a subsequent extension for an identical act required to be performed at a later time.

19.9.2 Requirement for Writing. All waivers of Breaches and Defaults under this Lease shall be in writing, executed by the Party granting such waiver, and except as expressly set forth in this Lease, no claim of waiver or acquiescence with respect to any of the provisions of this Lease shall be made against any Party, except on the basis of such a written instrument.

19.9.3 Rights and Remedies Under Law. Except as otherwise expressly set forth in this Lease, nothing in this Lease shall constitute a waiver of any rights or remedies available to any Party at law or in equity.

19.9.4 Default. A failure or delay by a Party to exercise any right it may have by reason of a Default of the other Party shall not (a) operate as a waiver of the Default or any subsequent or other Default under this Lease, (b) constitute or be deemed a modification of this Lease, or (c) prevent the exercise of any right by the Party not in Default.

19.10 Good Faith. Except where a Party hereto is specifically permitted to act in its sole and absolute discretion, each Party hereto agrees to act reasonably and in good faith with respect to approvals required under this Lease and the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease.

19.11 No Partnership. Nothing in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between the District and County, or cause either Party to be responsible in any way for the debts or obligations of the other Party.

19.12 Integration. This Lease and the exhibits and addenda, if any, attached hereto, constitute the entire agreement between the Parties with respect to the Premises and the subject matter contained herein, and there are no agreements or representations between the Parties with respect to the same except as expressed herein. Upon the execution and delivery of this Lease by both Parties, the Construction Permit shall immediately, automatically, and unconditionally terminate and be of no further force and effect; provided, however, the indemnities shall survive. In the event of a conflict between the provisions set forth in this Lease and the provisions set forth in the JPA or Settlement Agreement, the provisions of this Lease shall prevail.

19.13 Modification. This Lease may be changed, modified or discharged only by an agreement in writing signed by all Parties.

19.14 Governing Law and Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof, and the courts of California shall have exclusive jurisdiction in respect of all disputes concerning or arising out of this Lease. Any arbitration or other alternate dispute resolution procedure as may be agreed by the Parties, and any litigation concerning the subject of this Lease shall be carried out and adjudicated in Los Angeles County.

19.15 Interpretation.

19.15.1 Construction. This Lease shall be construed in accordance with its fair meaning, and not strictly for or against either Party hereto.

19.15.2 No Evidence. No drafts of this Lease or language proposed by any Party and not incorporated herein shall be used in interpreting this Lease.

19.15.3 Exhibits. All references in this Lease to exhibits shall be construed as though the words “hereby made a part hereof and incorporated herein by this reference” were, in each case, appended thereto. In the event of a conflict between this Lease and any of the exhibits attached hereto, the terms of this Lease shall govern.

19.15.4 Articles and Section Headings and References. The heading of the Articles and Sections of this Lease are provided solely for convenience of reference and are not intended to govern, limit or aid in the interpretation or construction of any term or provision of this Lease. Unless otherwise explicitly provided, all references to “Articles” or “Sections” are respectively to Articles or Sections of this Lease.

19.15.5 Interpretation. When the context of this Lease requires, (a) the plural and singular numbers shall be deemed to include the other; (b) the masculine, feminine and neuter genders shall be deemed to include the others and a partnership, corporation, joint venture or other entity; (c) “or” is not exclusive; (d) “includes” and “including” are not limiting; and (e) all things that in law or usage are considered as incidental to this contract, or as necessary to carry it into effect, are implied, even if some of them and not others are expressly mentioned herein.

19.16 No Presumption Re: Drafter. The Parties acknowledge and agree that the terms and provisions of this Lease have been negotiated and discussed between the Parties and their attorneys, and this Lease reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Lease, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Lease.

19.17 Assistance of Counsel; Authorization. Each Party represents, warrants and covenants with and to the other Party that such Party (a) either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Lease, and all related documents and (b) is duly authorized to enter into this Lease and the person executing this Lease on its behalf has

been duly authorized to execute this Lease. Each Party shall bear its own attorney's fees and costs in connection with the negotiation of this Lease.

19.18 No Third-Party Beneficiaries. Except as expressly set forth in this Lease, no parties other than the District, and its successors and assigns, and County, and its successors and assigns, shall be a beneficiary of the rights conferred in this Lease, and no other party shall be deemed a third-party beneficiary of such rights.

19.19 Exculpation of Certain Persons. No individual trustee, officer, director, shareholder, member, constituent partner, employee or agent of any Party, in his or her individual capacity as such, shall have any personal liability for the performance of any obligation of such Party under this Lease solely by reason of such status.

19.20 Performance Postponed. Any performance required under this Lease on a day that is not a Business Day shall be postponed until the next Business Day.

19.21 Severability. If (a) any provision of this Lease is held by a court of competent jurisdiction (or by an arbitrator in an arbitration) to be invalid, void or unenforceable (including any indemnity provision determined to be invalid, void or unenforceable under Section 2782) and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Lease, then the remainder of this Lease which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

19.22 Brokerage Commissions. County and the District each represent and warrant to the other that it has had no dealing with any person, firm, broker or finder in connection with the negotiation of this Lease, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. County and the District do each hereby agree to Indemnify the other harmless from and against Claims for compensation or charges which may be claimed by any broker, finder or other person by reason of any dealing or actions of the indemnifying party, including any costs, expenses, including attorneys' fees, reasonably incurred with respect thereto. The foregoing indemnity survives the expiration or termination of this Lease.

19.23 Delegation to Chief Engineer. The District's Chief Engineer and General Manager, or his/her designee, is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Lease, including, without limitation, execution of (a) the Amended and Restated Trail License Agreement, (b) the Memorandum of Ground Lease, (c) any Estoppel Certificates, and (d) any amendments to this Lease, such as amendments to (i) modify or increase the Premises (consistent with the JPA) in order to accommodate future phases of Park development by County and (ii) incorporate the Legal Description as Exhibit C as set forth in Section 2.1.1 above.

19.24 Termination. This Lease may be terminated by mutual agreement of the Parties.

ARTICLE 20 CERTAIN DEFINED TERMS

The following terms not defined above in this Lease have the meanings set forth below:

“Actual Costs” means, with respect to a particular activity or procedure the out of-pocket costs and expenses incurred by a Party, including without limitation, expenditures for legal counsel, consultants, engineers, architects, and advisors.

“Affiliate” means any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, County.

“Business Day” means any day other than (a) a Saturday or Sunday or (b) a holiday observed by County and as specified in its adopted Holiday Policy, as amended from time to time.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended from time to time.

“CEQA” means the California Environment Quality Act, California Public Resources Code §§ 21000 *et seq.*, as amended from time to time.

“Claim” means any claim (including but not limited to workers compensation claims), loss, demand, action, liability, penalty, fine, judgment, lien, forfeiture, cost, expense, damage, or collection cost (including reasonable fees of attorneys, consultants, and experts related to any Claim).

“Control” or **“Controls”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, family or trustee.

“County Estate” or **“County’s Estate”** means all of County’s right, title and interest in its leasehold estate in the Premises and its ownership interest in the Park.

“County Improvements” means all buildings, structures, fixtures (including without limitation, lighting and signage), fences, fountains, walls, walkway and roadway paving, parking areas, driveways, walkways, plazas, landscaping (including, without limitation, Park Trees), permanently affixed utility systems and other improvements existing, located on or attached to the Premises by County from time to time, including but not limited any such improvements constructed by County as part of the Park pursuant to the terms of this Lease, as well as the Environmental Justice Center and County O&M Building. The Temporary District Operations Trailer is not considered to be a County Improvement since it is for the exclusive use of the District and is not located within the Premises.

“County Indemnified Parties” means collectively, for purposes of indemnification only, County, and its Boards, officers, directors, trustees, agents, consultants, contractors, counsel, employees, volunteers, attorneys, agents, representatives, successors, and assigns.

“County Parties” means County, and its board members, officers, directors, employees, agents, representatives, consultants, contractors, licensees, sublessees, occupants, invitees, and guests.

“Day” or **“day”** means a calendar day, unless otherwise specified.

“Default Rate” means the lesser of (a) five (5) percentage points in excess of then existing Prime Rate, and (b) the highest interest rate then permitted by law at the time such interest rate is applied.

“District Estate” means all of the District’s right, title, and interest in and to: (a) its fee estate in the Premises, subject to this Lease; (b) its reversionary interest in the Park, if any; and (c) other benefits due the District hereunder.

“District Improvements” means all buildings, structures, vaults, pipelines, wells, fixtures, fences, walls, accessways, roadways, walkways, landscaping, permanently affixed utility systems and other improvements, including but not limited to the Environmental Control Systems, the Landfill Access Road, the Landfill Service Roads, and any other improvements constructed by the District pursuant to the Post Closure Maintenance Requirements, that are located on or attached to the Premises from time to time and used by the District in support of its Post Closure Maintenance Activities.

“District Indemnified Parties” means collectively, for purposes of indemnification only, the District, and their respective Boards, officers, agents, consultants, counsel, employees, volunteers, attorneys, agents, trustees, successors, and assigns.

“District Parties” means the District, all other County Sanitation Districts of Los Angeles County and their respective board members, officers, directors, employees, agents, representatives, consultants, contractors, vendors, licensees, affiliates, invitees, and guests.

“Encumbrance” means any direct or indirect grant, pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance, as security for a loan, of or in all or any portion of County’s Estate.

“Environmental Agency” means (a) the United States Environmental Protection Agency; (b) the California Environmental Protection Agency and all of its sub-entities having jurisdiction over the Landfill Premises, including any Regional Water Quality Control Board, CalRecycle, the State Water Resources Control Board, the Department of Toxic Substances Control, the South Coast Air Quality Management District, and the California Air Resources Board; (c) the District; (d) any Fire Department or Health Department with jurisdiction over the Landfill Premises; and (e) any other federal, state or local Governmental Authority that has or asserts jurisdiction over Releases or the presence, use, storage, transfer, manufacture, licensing, reporting, permitting, analysis, disposal or treatment of Hazardous Substances.

“Environmental Law(s)” means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, formal guidelines, or permit conditions (including those of an Environmental Agency), in existence as of the Effective Date or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative and regulatory, decrees, judgments and orders and common law, including those relating to industrial hygiene, public safety, human health, or protection of the environment, or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, Release, disposal, transportation, Investigation or Remediation of Hazardous Substances. Environmental Laws shall include, without limitation, all of the laws listed under the definition of Hazardous Substances.

“Excluded Areas” means all of the Restricted Areas plus certain portions of the Premises, as depicted on Exhibit D.

“Governmental Approval” or “Governmental Approvals” means any permits, entitlements and land use authorizations including, without limitation, any required approvals and clearances from any Governmental Authority, all regulatory permits, including without limitation, any required approvals and clearances from the Regional Water Board, LEA, CalRecycle, CEQA or environmental permits, all general plan and zoning clearances, all building, use and occupancy permits and any other legal clearances and approvals that may be required in connection with the Park.

“Governmental Authority” or “Governmental Authorities” mean(s) any federal, state, county, municipal or local governmental, or any quasi-governmental body or authority having or exercising jurisdiction over any Party, the Landfill Premises, or the Park, including the Regional Water Board, LEA, and CalRecycle, but excluding the District.

“Hazardous Substances” or “Hazardous Substance” means all of the following, but not including “Permitted Hazardous Substances”:

1. Any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “solid waste” or similarly defined substance pursuant to any Environmental Law (which Environmental Law shall include any and all regulations either in the Code of Federal Regulations or the California Code of Regulations or any other regulations implemented under the authority of such Environmental Law), including all of the following:

The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*;

The Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*;

Those substances listed on the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto);

The Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*;

The Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*;

The Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*;

The Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*;

The California Hazardous Waste Control Act, Health and Safety Code §§ 25100 *et seq.* (including without limitation “Hazardous Waste” as defined in § 25117);

The California Underground Storage of Hazardous Substances Act, Health and Safety Code §§ 25280, *et seq.*;

The California Hazardous Substance Account Act, Health and Safety Code §§ 25300 *et seq.* (with particular reference to the definition contained in Health and Safety Code § 25316);

The California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code §§ 25249.5 *et seq.*;

The California Hazardous Waste Treatment Reform Act, Health and Safety Code §§ 25179.1 *et seq.*;

The California Health and Safety Code §§ 25500 *et seq.* (Hazardous Materials Response Plans and Inventory);

The California Hazardous Substances Information and Training Act, Labor Code §§ 6360 *et seq.*;

The California Porter-Cologne Water Quality Control Act, Water Code §§ 13000 *et seq.*; and

2. Any other federal, state or local law, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material of any nature whatsoever, as now or at any time hereafter in effect, or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court.

3. Notwithstanding Health and Safety Code § 25317, or any successor or later enacted Environmental Law, petroleum, any petroleum by-products, waste oil, crude oil or natural gas;

4. Any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, is radioactive, flammable or explosive; and

5. Any other substance, product, waste or material of any nature whatsoever defined or to be treated or handled as a Hazardous Substance pursuant to the provisions of this Lease.

“Imposition” means any tax (including possessory interest tax, real property tax, ad valorem tax and personal property tax), duty, assessment, charge, license fee, municipal lien, levy, fee, excise tax, impact fee, or impost, whether general or special, ordinary or extraordinary, levied, assessed, charged or imposed from time to time by any Governmental Authority pursuant to then-existing law against (a) the Premises, (b) the Park, (c) the County Estate, (d) County’s possessory rights, or (e) goods, merchandise, fixtures, appliances, equipment, and property owned by County, located in, on or about the Premises or Project, including, but not limited to taxes and/or assessments, or increases in taxes and/or assessments arising as a result of County’s development of the Park. If, at any time during the Term of this Lease the methods of taxation prevailing at the Effective Date are altered so that in lieu of any Imposition described herein there is levied, assessed or imposed an alternate or substitute tax or payment, however designated, such alternate or substitute tax or payment shall be deemed an Imposition for the purpose of this Lease.

“Improvements” means any of the County Improvements and/or District Improvements.

“Indemnify” means collectively indemnify, defend (by counsel reasonably acceptable to Indemnified Party), protect, and hold harmless, without a requirement that the Indemnified Party first pay any amounts.

“Investigate” or “Investigation” means those observations, inquiries and examinations, and that sampling, monitoring, analysis, exploration, research, inspection and surveying reasonably necessary to characterize and/or evaluate the nature, extent and/or impact of Hazardous Substances on, or Releases from, the Premises, the Park and/or any adjacent or affected properties, including the air, soil, surface water, and/or groundwater contained therein.

“Legal Requirements” means all of the following, even if unforeseen or extraordinary: (i) all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, resolutions, covenants, restrictions, administrative or judicial determinations, of every Governmental Authority and of every court or agency claiming jurisdiction over County, the County Improvements, the District Parties, the District Improvements, the Landfill Premises, and/or the Premises, whether enacted or in effect as of the Effective Date or thereafter, including, but not limited to, Environmental Laws (including but not limited to 27 CCR, Division 2, Chapter 4), zoning laws, building codes and regulations, the Public Records Act, and those laws relating to accessibility to, usability by, and discrimination against, disabled individuals, prevailing wage laws (including, but not limited to, California Labor Code §§ 1720 *et seq.* and the Federal Davis-Bacon Act (40 U.S.C. 276a)), and any other applicable federal, state and local laws; (ii) all covenants, restrictions, and conditions now or hereafter of record; and (iii) the Permitted Exceptions. All such Legal Requirements shall apply, to the extent they are otherwise applicable, even if compliance therewith necessitates structural changes to any County Improvements or District Improvements or the making of additional Improvements, or results in interference with the use or enjoyment of any of the Park.

“Migratory Condition” means any Hazardous Substances that come to be on the Premises after the Effective Date through passive migration from a source located outside of the Premises.

“Official Records” means the Official Records of the County Recorder of Los Angeles County, California.

“Permitted Hazardous Substances” means: all (a) construction and maintenance supplies and materials (including paint), (b) gardening supplies, (c) gasoline, motor oil, or lubricants contained within vehicles or machinery operated on the Premises or within the Park, and (d) general office supplies and products, cleaning supplies and products, and other commonly used supplies and products, (e) propane in proper tanks, (f) diesel and other fuel contained in proper fuel tanks for generators and back-up generators, and (g) all materials customarily used and/or sold by subtenants in the ordinary course of business; in each case to the extent the same are (i) used in a regular and customary manner or in the manner for which they were designed, (ii) used in compliance with all applicable Environmental Laws and product labeling and handling instructions, (iii) customarily used in the ordinary course of business by County, (iv) used, stored and handled in such amounts as is normal and prudent for the user’s business conducted on the Premises, and (v) used, handled, stored and disposed of in compliance with all applicable Environmental Laws and product liability and handling instructions.

“Person” or “Persons” means any individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, trust or other private or public entity, with the power and authority to act and conduct business on its own behalf.

“Recitals” means all of the recitals commencing on page 1 and incorporated into this Lease in Section 1.1.

“Regulatory Permit” or **“Regulatory Permits”** means any entitlement, license, permit, approval, declaration, certification, designation or other ministerial or discretionary approval required from any Governmental Authority for the implementation, development, construction and operation of the Post Closure Maintenance Activities.

“Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of Hazardous Substances onto or from the Premises or the Park.

“Remediate” or **“Remediation”** means any response or remedial action as defined under 42 U.S.C. §9601(24) of CERCLA, and similar actions with respect to Hazardous Substances as defined under comparable state and local laws, and any other clean-up, removal, containment, abatement, monitoring, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Substances or Releases required by any Environmental Agency or within the purview of any Environmental Law.

“Restricted Areas” means all portions of the Landfill Premises that are not the Premises.

“Unavoidable Delay” means a delay beyond the control of the Party claiming the delay which satisfies each of the following requirements:

a. The delay would prevent or hinder the performance or satisfaction of an obligation under this Lease by any reasonable Person similarly situated and shall not apply to a delay peculiar to the Party claiming the delay (such as the failure to order materials in a timely fashion).

b. The delay must arise out of:

i. (A) a strike or labor dispute; (B) inclement weather in excess of the ten (10) year average for Metropolitan Los Angeles during the applicable month; (C) an earthquake or other natural disaster; (D) general inability to procure or general shortage of labor, equipment, materials, or supplies in the open market, or failure of transportation (but, in each case, not attributable to a mere increase in price or County’s acts or failure to act but to a general market condition); (E) acts of a public enemy, hostilities of war, insurrections, riots, mob violence, sabotage, acts of terrorism, terrorist threats, and malicious mischief; (F) casualty causing material damage to previously constructed Improvements; (G) communicable disease outbreak, epidemic, or pandemic; and (H) generally applicable government orders or directives not resulting from a violation of Legal Requirements or any other action or inaction of County.

ii. Delay in performance of any term, covenant, condition or obligation under this Lease as a result of a Breach, Default or delay of the other Party, whether in rendering approvals or otherwise; or

iii. Any lawsuit, action or other proceeding by any Person (other than by or at the direction of County or any of its Affiliates) that is filed after the Effective Date that

challenges (1) any Governmental Approval or (2) any action taken by or the ability of any Party to take any action, all under or in connection with this Lease.

iv. A default by the District under any agreements executed by the District and County pursuant to which the District has agreed to provide funding or financing for the construction and development of the Park.

c. The delay is detailed in a written notice given by the Party claiming such delay to the other Party within fifteen (15) days after the Party claiming such delay has actual knowledge of the event giving rise to the claim of delay, which notice shall, at a minimum, reasonably specify the (i) nature of the delay, (ii) the date the delay commenced and (if not ongoing) ended and (iii) the reason(s) such delay is an Unavoidable Delay.

“Work of Improvement” means any and all work related to any improvement, including any Improvement, conducted on or from the Premises by or on behalf of County, including the creation, installation, addition, alteration, modification, surfacing, painting or construction of any such improvement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

**COUNTY SANITATION DISTRICT NO. 18
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Nossaman, LLP

By: _____
District Counsel

COUNTY OF LOS ANGELES

By: _____
JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
NORMA E. GARCIA
Director, Department of Parks and Recreation

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
CASEY YOURN
Principal Deputy County Counsel

LIST OF EXHIBITS

Exhibit A – Depiction of Landfill Premises

Exhibit B – Depiction of Existing Landfill Improvements

Exhibit C – Legal Description of Premises Leased to County [*Reserved and blank upon Lease Effective Date. The legal description of the Premises shall be agreed to by the Parties and inserted as Exhibit “C” to this Lease by way of an amendment as more particularly described in Section 2.1.1 above.*]

Exhibit D – Depiction of Premises Leased to County

Exhibit D-1 – Depiction of Phase 1A Park Improvements

Exhibit D-2 – Depiction of Buttress Area and Nike Hill Area

Exhibit D-3 – Depiction of Flares Site Area

Exhibit E – Amended and Restated Trail License Agreement

Exhibit F – Requirements for Use of Recycled Water at Premises

Exhibit G – Estoppel Certificate

Exhibit H – Depiction of Grant Area

EXHIBIT A
DEPICTION OF LANDFILL PREMISES

[attached]

EXHIBIT A - PUENTE HILLS LANDFILL - PREMISES OVERVIEW

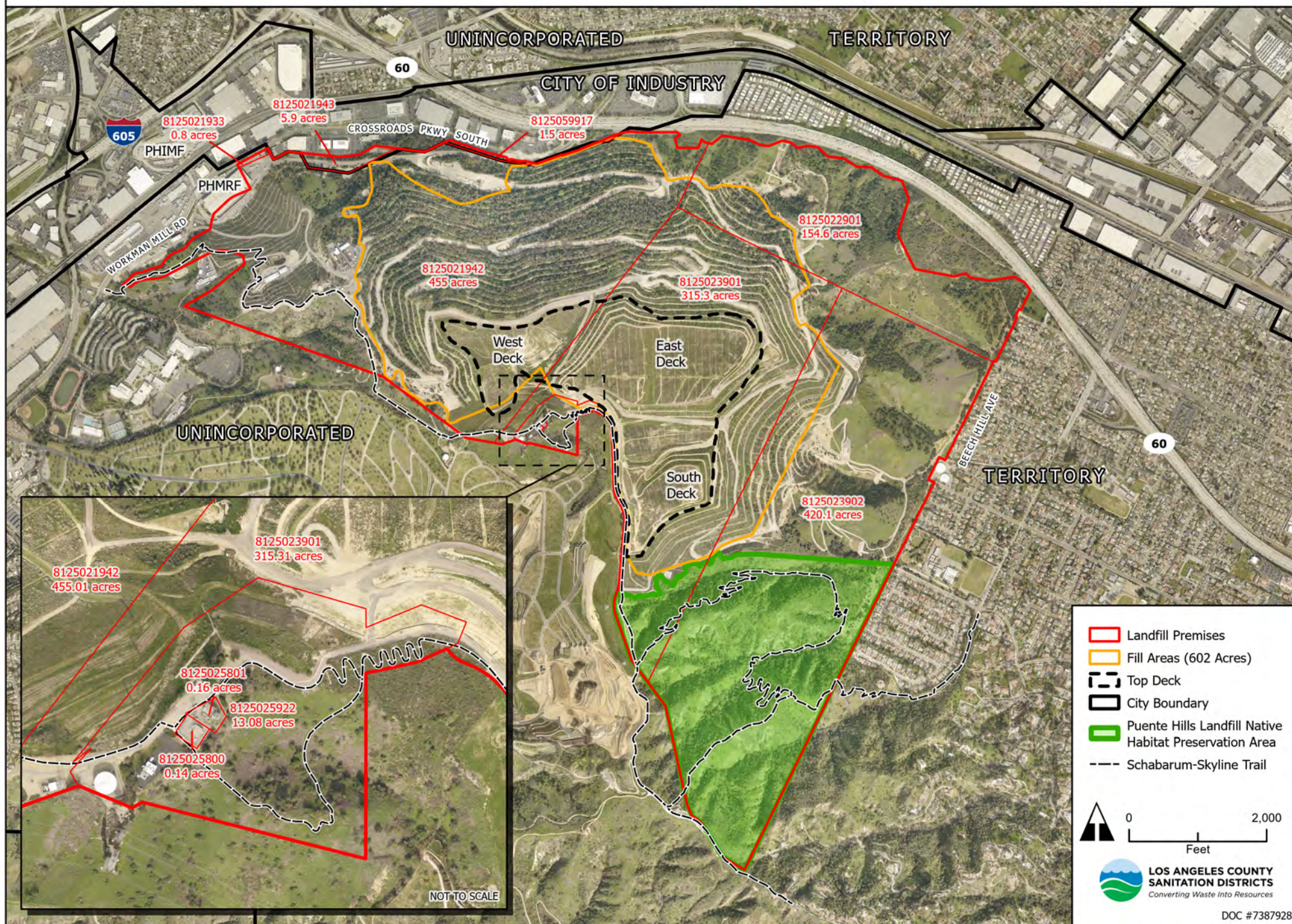
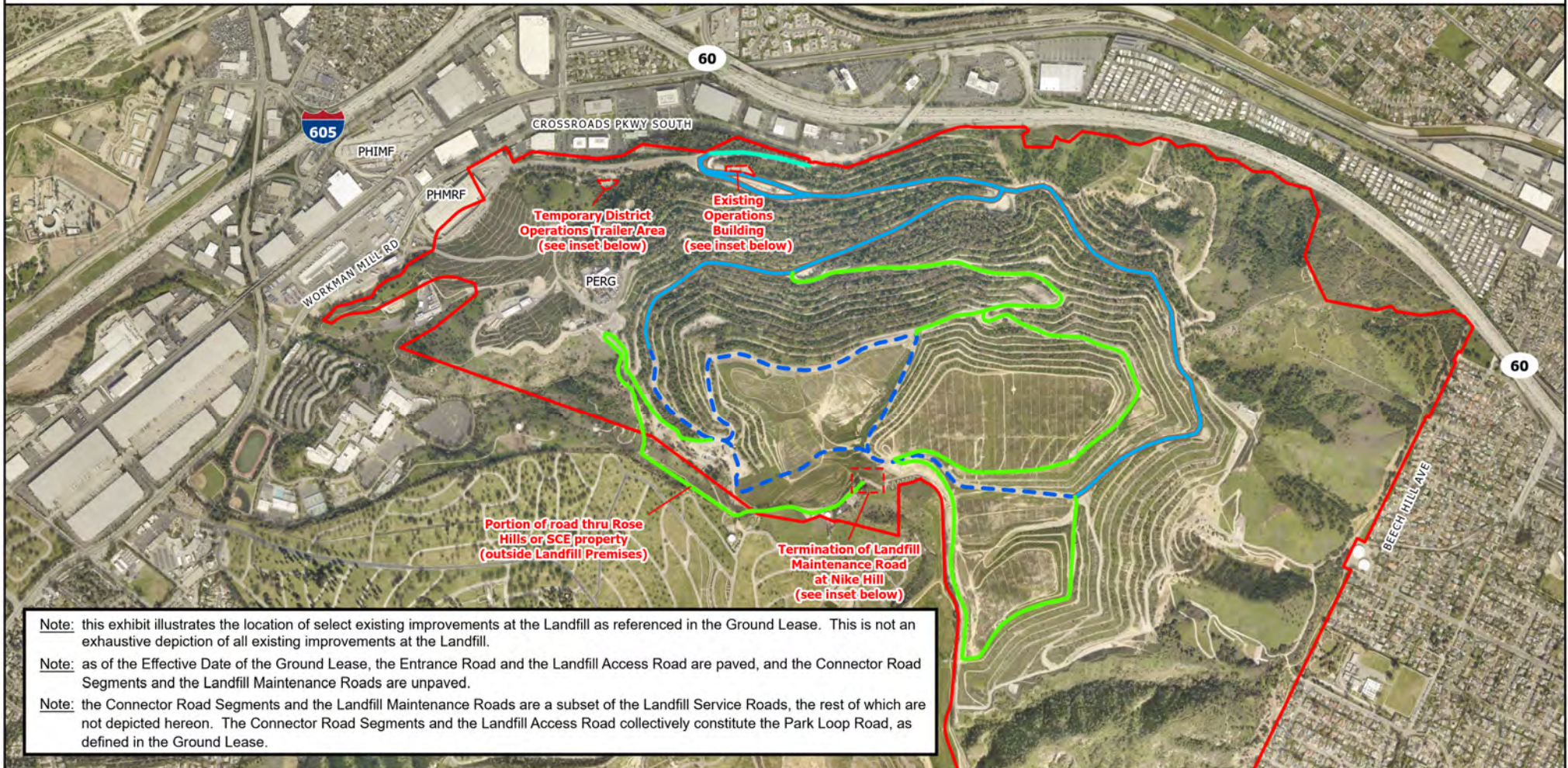


EXHIBIT B

DEPICTION OF EXISTING LANDFILL IMPROVEMENTS

[attached]

EXHIBIT B - PUENTE HILLS LANDFILL - EXISTING IMPROVEMENTS



Existing Operations Building



Temporary District Operations Trailer Area



Termination of Landfill Maintenance Road at Nike Hill



- ▬ Landfill Premises
- ▬ Entrance Road
- ▬ Landfill Access Road
- - - Connector Road Segments
- ▬ Landfill Maintenance Roads



EXHIBIT C

LEGAL DESCRIPTION OF PREMISES

[Reserved and blank upon Lease Effective Date. The legal description of the Premises shall be agreed to by the Parties and inserted as Exhibit “C” to this Lease by way of an amendment as more particularly described in Section 2.1.1 above.]

EXHIBIT D

DEPICTION OF PREMISES LEASED TO COUNTY

[attached]

EXHIBIT D - PREMISES LEASED TO COUNTY

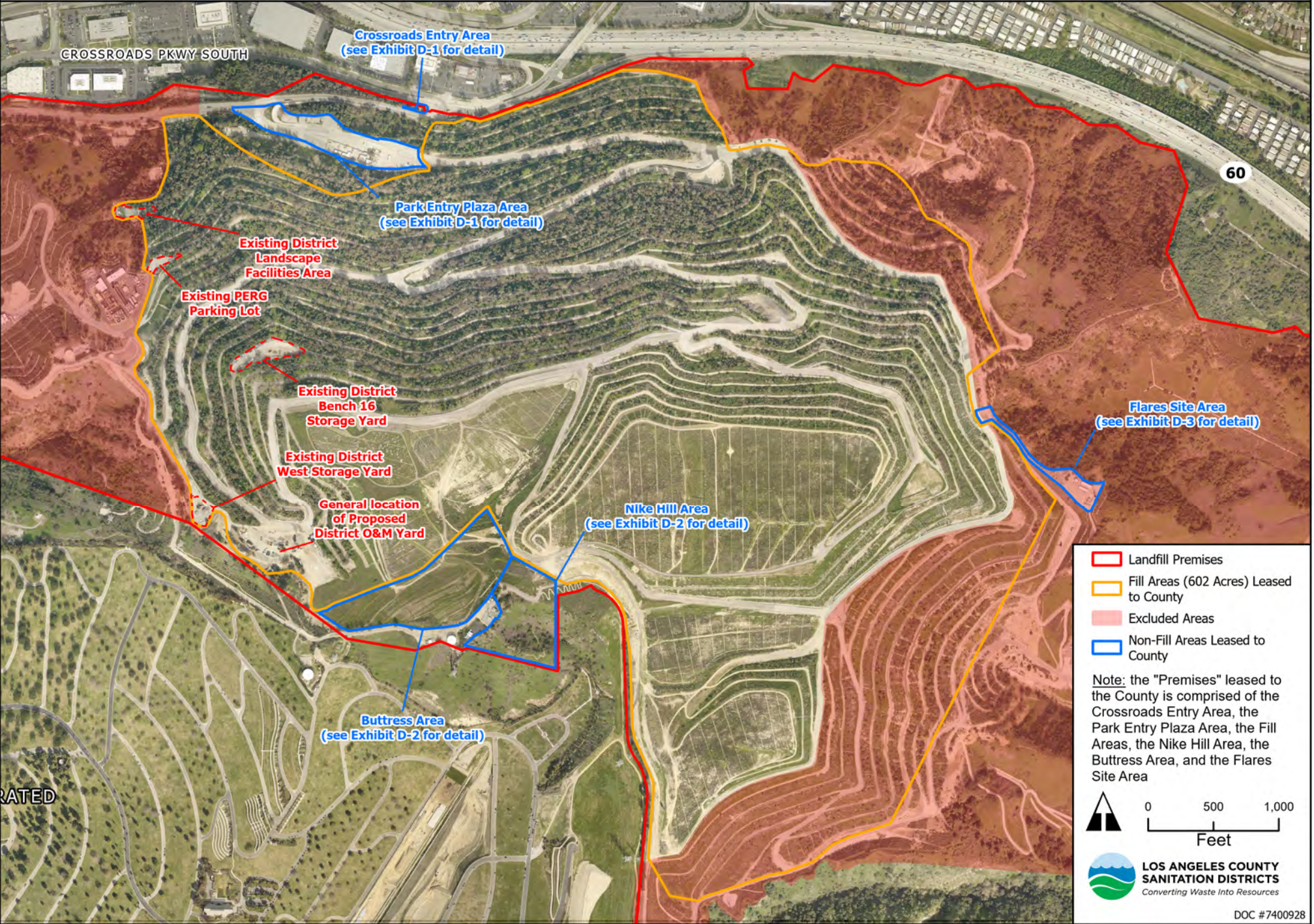


EXHIBIT D-1

DEPICTION OF PHASE 1A PARK IMPROVEMENTS

[attached]

EXHIBIT D-1 - PROPOSED PHASE 1A PARK IMPROVEMENTS

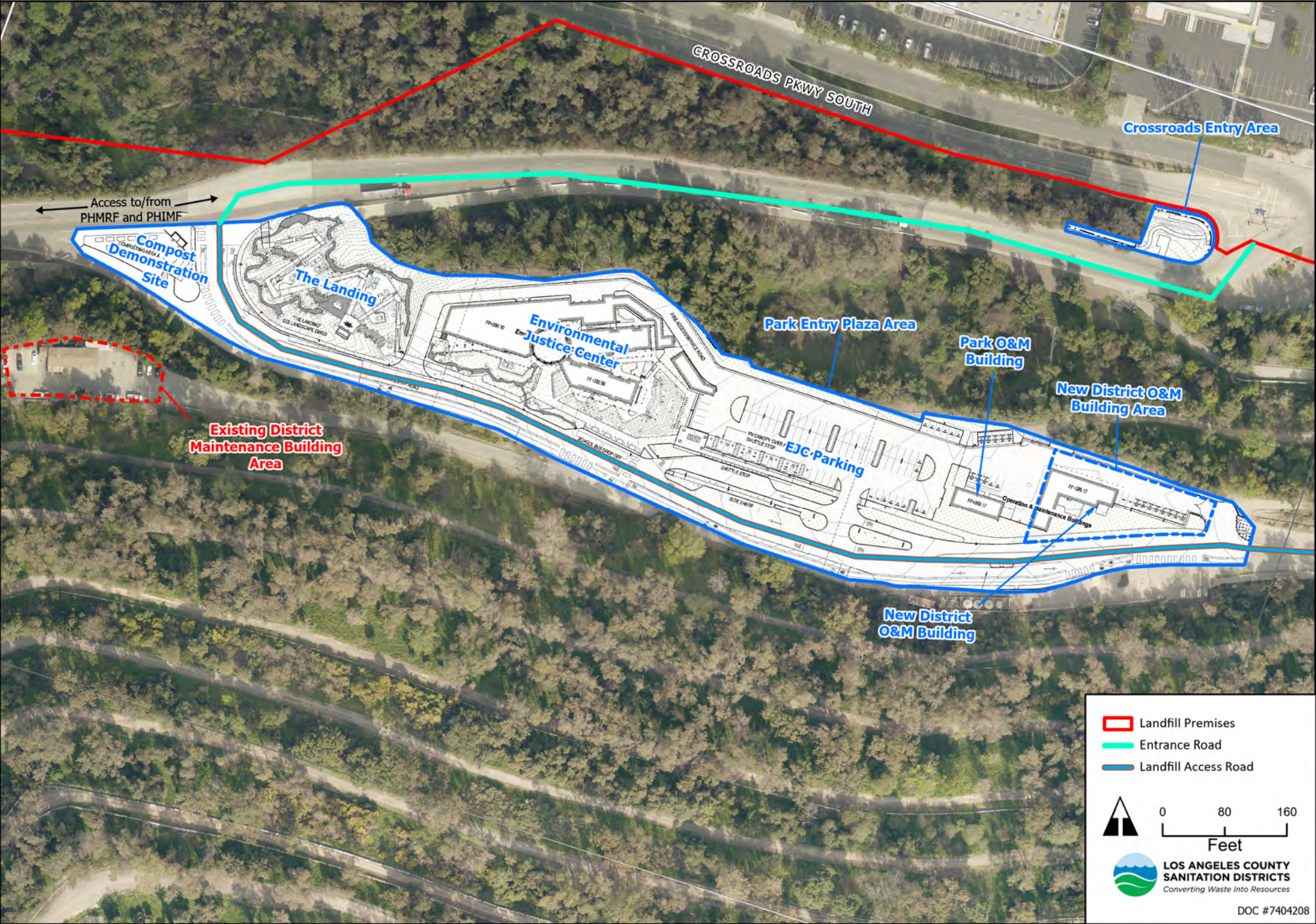


EXHIBIT D-2

DEPICTION OF BUTTRESS AREA AND NIKE HILL AREA

[attached]

EXHIBIT D-2 - BUTTRESS AREA AND NIKE HILL AREA

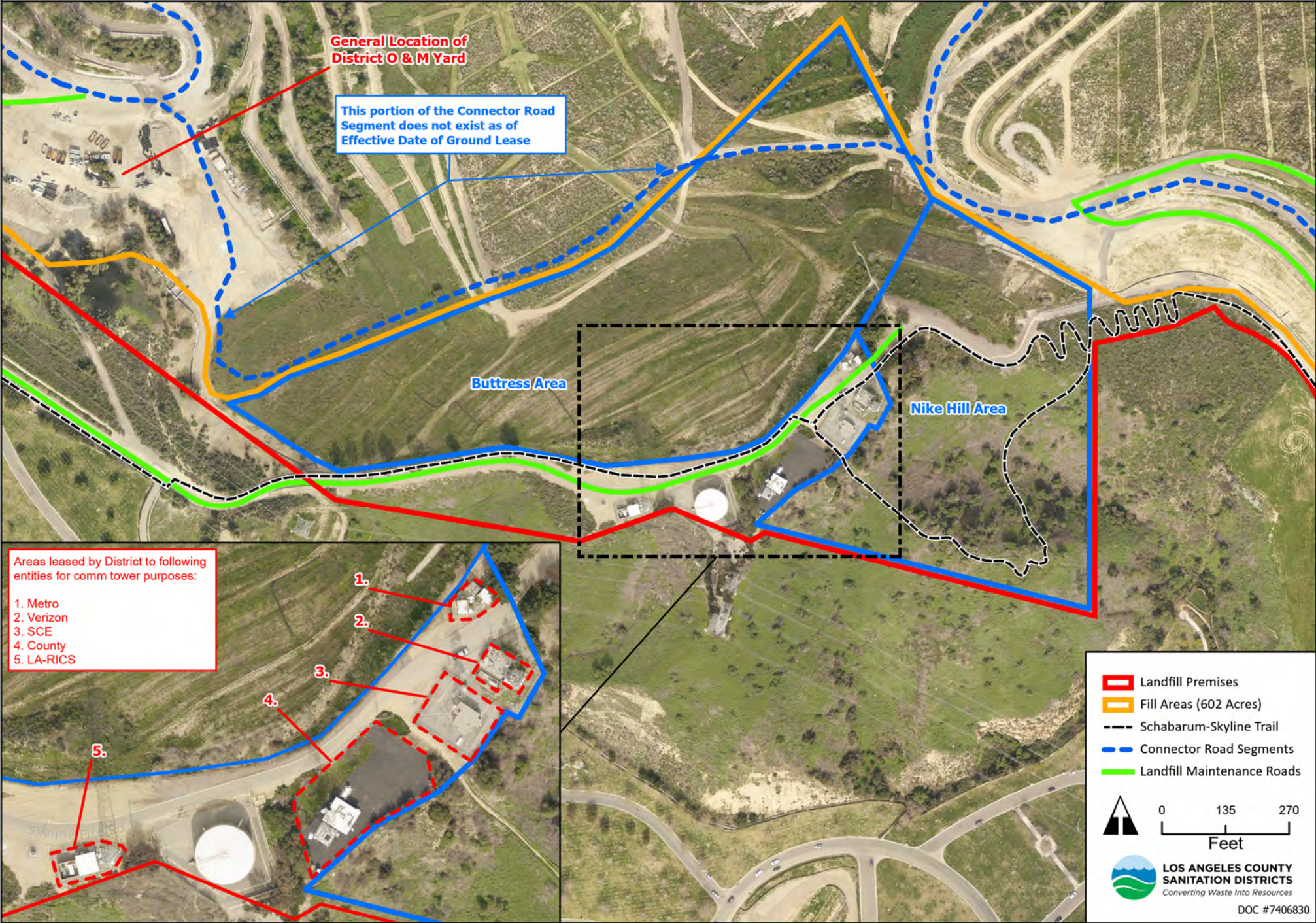


EXHIBIT D-3

DEPICTION OF FLARES SITE AREA

[attached]

EXHIBIT D-3 - FLARES SITE AREA



EXHIBIT E

AMENDED AND RESTATED TRAIL LICENSE AGREEMENT

[Parties still working to finalize as of July 6, 2026.]

EXHIBIT F

REQUIREMENTS FOR USE OF RECYCLED WATER AT PREMISES

BACKGROUND

County Sanitation District No. 2 of Los Angeles County (the “District”) owns and operates a water reclamation plant, located at 1965 Workman Mill Road, in an unincorporated area of the County of Los Angeles, California and commonly known as the San Jose Creek Water Reclamation Plant (“San Jose Creek WRP”). The San Jose Creek WRP treats wastewater generated by the residents and businesses in the surrounding areas and produces tertiary-treated effluent commonly referred to as “recycled water.”

Pursuant to California Water Code Section 1210, the District has the exclusive right to all recycled water produced by its water reclamation plants, including the San Jose Creek WRP. The District is specifically authorized under California Health & Safety Code Sections 4744 and 4745 to construct and operate infrastructure, including pipelines and other works, necessary to allow for the beneficial use and/or sale of any recycled water recovered from the operation of the San Jose Creek WRP.

On January 24, 2007, the District’s Board of Directors adopted an Ordinance Providing For The Establishment And Enforcement Of Regulations Pursuant To Water Recycling Requirements For Recycled Water Users (“Ordinance”), which establishes requirements for all users of the District’s recycled water.

The District owns, operates, and maintains certain recycled water conveyance infrastructure to deliver recycled water from the San Jose Creek WRP to the Puente Hills Landfill. The District is authorized to provide recycled water to the Puente Hills Landfill pursuant to an agreement with San Gabriel Valley Water Company dated June 14, 2000 (District’s Contract No. 3739).

The District and Rose Hills Memorial Park Association, a California non-profit mutual benefit corporation (“Rose Hills”), are parties to that certain *Agreement for the Sale of Reclaimed Water*, dated September 9, 1992, as amended on October 23, 2019 (District’s Contract Nos. 3225 and 3225A), pursuant to which (a) Rose Hills purchases recycled water from the San Jose Creek WRP; (b) the parties agreed to co-own certain recycled water delivery and storage facilities at the Puente Hills Landfill; and (c) the parties agreed to allocate operation and maintenance costs for the recycled water distribution system. All three storage facilities on the recycled water distribution system at the Puente Hills Landfill are shared between the District and Rose Hills.

RECYCLED WATER USE REQUIREMENTS

1. General. County shall comply with the Ordinance, the requirements in Attachment 1, and all relevant federal, state, regional, and local laws, codes, ordinances, and regulations, concerning the use of recycled water at the Premises.
2. Recycled Water Quantity.
 - 2.1 The District shall make available to County the volume of recycled water indicated in the Ground Lease.

- 2.2 Mandatory Reductions. County acknowledges and agrees that circumstances beyond the control of the District may result in a temporary or permanent decrease in the volume of recycled water available to County. In the event of a decrease in availability, the District shall promptly notify County and allocate the available supply of recycled water from the San Jose Creek WRP in the following order:
- A. First, the District shall ensure that the District receives an adequate supply to meet the District's needs at the San Jose Creek WRP and at any other District-owned or District-operated facilities.
 - B. Next, the District shall allocate recycled water to any environmental use, or other use required of the District by state or federal law or regulation.
 - C. Lastly, the District shall allocate the remaining supply of recycled water among County and the third-parties that have contracted for recycled water from the San Jose Creek WRP in proportion to their actual use during the previous fiscal year.
- 2.3 Disclosure Regarding Limits to Availability.
- A. Available Supply. The County understands and acknowledges that the District is charged with the responsibility to operate its sewerage systems in a manner which the District, in its sole and absolute discretion, determines to be the most beneficial to the users thereof. The rights of the County to any recycled water under the Ground Lease are limited to only the recycled water which is actually produced at the San Jose Creek WRP and distributed. The District will only make available any recycled water actually produced by the San Jose Creek WRP and not otherwise allocated for District purposes, environmental uses, or to meet regulatory requirements imposed on the District.
 - B. Emergency and Shortage Conditions. Situations of emergency or shortage of influent may reduce the volume of recycled water produced by the San Jose Creek WRP.
 - C. Normal Variations in Availability. The volume of water available for draw from the San Jose Creek WRP is not necessarily constant and may vary throughout each 24-hour period, throughout each calendar week, and throughout each calendar year depending on weather conditions, seasonal changes in water use, and construction or maintenance at the San Jose Creek WRP or in its tributary sewershed.
- 2.4 Release and Waiver Regarding Limits to Availability. County acknowledges and agrees that the constraints and limits on the availability of recycled water volume for the Puente Hills Landfill Park, as described in the Ground Lease, and agrees to indemnify, defend, and hold harmless the District and all District Parties, as defined in the Ground Lease, from and against any and all claims, known or unknown, suspected or unsuspected, arising from or related to the volume of recycled water furnished under the Ground Lease.
3. Records and Reports.

- 3.1 Monthly Reports. Within thirty (30) days after the end of each calendar month, County shall report the following, in writing, to the District, in a form and content specified by the District, the total volume of recycled water drawn during that month and the relevant meter readings; and such additional information as may be requested by the District.
4. Recycled Water Quality.
- 4.1 Applicable Permit Requirements. The District shall make available to County recycled water that conforms to the requirements in the permit(s) currently in effect for the San Jose Creek WRP, or any similar regulation or permit, adopted by the Regional Water Quality Control Board (“Regional Water Board”) or the California State Water Resources Control Board (“State Board”), so long as those requirements do not require additional treatment processes or more stringent discharge requirements than are necessary to meet the Regional Water Board permit requirements for river discharge of recycled water from the San Jose Creek WRP.
- 4.2 Interruption of Service.
- A. County acknowledges and agrees that factors beyond the control of the District could cause operational difficulties or other constraints at the San Jose Creek WRP resulting in the production of recycled water that does not meet the current permit requirements. If that occurs, the District may, in its sole and absolute discretion, temporarily limit availability of recycled water from the San Jose Creek WRP, including shutting off the flow.
- B. The District will not be liable for any costs or damages incurred by the County arising out of or relating to any interruption in service or limitation of availability due to an inability of the District to meet the current permit requirements. The District will use reasonable efforts to re-establish the availability of recycled water to the County. County acknowledges that additional standby water supply options may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the San Jose Creek WRP. County for itself, its successors, assigns, and insurers agrees to indemnify, defend, and hold harmless the District and all District Parties from and against any and all claims, known or unknown, suspected or unsuspected, arising from or related to an interruption in service.
5. Distribution and Delivery.
- 5.1 Usage.
- A. Permissible Uses. County acknowledges that recycled water has limited uses. County shall ensure that the recycled water from the San Jose Creek WRP is only used for those uses or purposes that are legally permissible under:
- i. California law;
 - ii. The most recent permit or any future permit that may be issued by the State Board or Regional Water Board that would supersede the permit;

- iii. The applicable Water Recycling Criteria contained in Title 22, Division 4, Chapter 3 of the California Code of Regulations, as amended; and
 - iv. The directions of any and all regulatory agencies with appropriate jurisdiction.
- 5.2 Spills. County shall notify the District of any spills of recycled water in accordance with criteria established by the District in its Ordinance and in its General Requirements, as defined and described in Attachment 1 to this Exhibit F.

ATTACHMENT 1 TO EXHIBIT F

General Requirements for Recycled Water Use

Background.

The Regional Water Board has issued the District a permit with water recycling requirements for the San Jose Creek WRP (Order No. 87-50-A01) in accordance with California Water Code Section 13523 (“Reuse Permit” or “WRRs”). Pursuant to the Reuse Permit, the District must enforce rules or regulations on recycled water users, such as County, governing the design and construction of recycled water use facilities and the use of recycled water, such as on the Puente Hills Landfill, in accordance with the uniform statewide recycling criteria established pursuant to Water Code Section 13521.

Accordingly, County shall comply with the general requirements contained herein (General Requirements) for the use of recycled water at the Puente Hills Landfill.

Definitions.

1. **Dual Plumbed System** means a system that utilizes separate piping systems for recycled water and potable water within a facility and where the recycled water is used to serve plumbing outlets for toilet or urinal flushing within a building or to serve outdoor landscape irrigation at individual residences.
2. **Ground Lease** is a contractual agreement between the District and County Sanitation District No. 18 of Los Angeles County (together as lessor) and County (as lessee) for construction, operation, and maintenance of a public park at Puente Hills Landfill. The Ground Lease includes the certain conditions for recycled water service and use by County at the Puente Hills Landfill.
3. **Incidental Runoff** is any unintended small amount (volume) of runoff from recycled water use areas, such as unintended, minimal over-spray from sprinklers that escapes the recycled water use area. Water leaving a recycled water use area is not considered incidental if it is due to the facility design, excessive application, intentional overflow or application, or negligence.
4. **Permits** means any waste discharge requirements, water reclamation requirements, or master reclamation permits issued to the District by the Regional Water Board.
5. **Recycled Water** is water produced by a municipal water reclamation facility, such as the District’s San Jose Creek WRP, that is suitable for beneficial use.

6. **Site** is the portion of the Puente Hills Landfill that the District has leased to County pursuant to the Ground Lease for development of a public park, and where County is authorized to use recycled water. The use of recycled water at the Site shall at all times comply with Permits as issued by the Regional Water Board to the District.

7. **User** is the County, to which the District directly distributes recycled water in accordance with the Permits issued to the District by the Regional Water Board.

8. **Waste Discharge Requirements** (“WDRs”) are requirements established for the District by the Regional Water Board pursuant to Water Code Section 13263.

9. **Water Recycling Criteria** are the criteria established by the State Board, Division of Drinking Water (“DDW”) generally dealing with the levels of constituents in recycled water and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521 and are contained in the California Code of Regulations (“CCR”), Title 22, Division 4, Chapter 3; also referred to as the “Uniform Statewide Reclamation Criteria”.

Compliance.

Use of recycled water by County at the Puente Hills Landfill shall at all times comply with all applicable state laws, regulations, the Permits, and any amendments thereto, the Ordinance, and these General Requirements.

General Prohibitions.

1. Use of recycled water for any purposes other than those explicitly approved in the Ground Lease is strictly prohibited.

2. The User shall insure that the treatment, storage, distribution, and use of recycled water shall not create a nuisance as defined in Water Code Section 13050(m).

3. The User shall not discharge recycled water from treatment facilities, irrigation holding tanks, storage ponds, or other containment, other than for permitted reuse, except in accordance with other Regional Water Board issued Permits, contingency plans authorized by the Regional Water Board, or for an approved discharge to a municipal sewage treatment system.

Process to Obtain Permission to Use Recycled Water.

1. The Ground Lease constitutes the District’s general agreement for County to use recycled water at the Site. The Ground Lease, and its associated exhibits and attachments, includes the specific terms and conditions County shall comply with in order to use recycled water to serve its public park at the Puente Hills Landfill.

2. Prior to the actual use of any recycled water at the Site, County shall complete and submit an Application for Recycled Water Use (Application) to the District for review. County may not begin using recycled water at the Site until it has received the District’s written approval of the Application. The Application form, which is available upon request, shall also include the following items:

3. A detailed description of the proposed Site with: (a) a map showing the specific boundaries of the proposed Site; (b) the name of the person designated as the Site Supervisor and contact information; (c) evidence that the Site Supervisor has received appropriate training from the District or an equivalent training program or the date by which training will occur prior to delivery of recycled water such that the Site is operated and maintained in compliance with applicable laws and regulations, the Permits, and these General Requirements; and (d) the specific use of the recycled water at the Site.

4. Plans and specifications describing: (a) proposed piping systems to be used; (b) pipe locations for both the recycled water and potable water systems; (c) type and location of the outlets and plumbing fixtures that will be accessible to the public; and (d) the methods and devices to be used to prevent backflow of recycled water into the potable water system.

5. Emergency Cross-Connection Response Plan in accordance with the guidelines established by the County of Los Angeles Department of Public Health (LACDPH) or the date by which the Emergency Cross-Connection Response Plan will be submitted prior to delivery of recycled water.

Operational Requirements.

1. The User shall designate a Site Supervisor who is responsible for the recycled water system at the Site under the User's control. Specific responsibilities of the Site Supervisor include the proper installation, operation, and maintenance of the recycled water system; compliance with the Permits, applicable laws and regulations, local health department guidelines, and these General Requirements; prevention of potential hazards; coordination with the cross-connection control program in accordance with the State Board's Cross Connection Control Policy Handbook (CCCPH; previously CCR, Title 17) and LACDPH guidelines; and preservation of the recycled water system in "as-built" form.

2. The Site Supervisor shall receive appropriate training to assure proper operation of the recycled water facilities, worker protection, and compliance with all applicable laws and regulations, the Permits, and these General Requirements.

3. The Site Supervisor shall instruct any person at the Site involved with the use of recycled water on its proper use and precautions.

4. All recycled water facilities and control systems shall be maintained in good working order and operated as efficiently as possible to achieve compliance with all applicable laws and regulations, the Permits, and these General Requirements.

5. Except as allowed under the CCCPH (previously CCR, Title 17, Section 7604), no physical connection shall be made, nor shall a connection be allowed to exist between any recycled water system and potable water system.

6. A cross-connection test shall be performed as necessary to ensure the absolute separation of the recycled water system and potable water system, in accordance with the requirements of LACDPH.

7. A cross-connection test shall be performed following any significant modifications to the recycled water system or potable water system, construction of new buildings, or any activity that may impact, or has impacted these systems.

8. An initial cross-connection test shall be performed to determine if there are any unknown connections between potable piping and existing piping to be used for recycled water prior to construction of retrofit work.

9. Prior to connection with the recycled water system, a final cross-connection test shall be performed to verify that construction of retrofit work was performed correctly.

10. For Dual Plumbed Systems, prior to the initial operation and annually thereafter, the dual plumbed system within each facility and Site shall be inspected for possible cross-connections with the potable water system.

11. The recycled water system shall be tested for possible cross-connections at least once every four (4) years.

12. Cross-connection inspection and testing of Dual Plumbed Systems shall be reported pursuant to Section 8.4.

13. Cross-connection testing shall be performed by a specialist who has been certified by AWWA or a group with equivalent certification requirements.

14. The potable water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of the CCCPH (previously CCR, Title 17, section 7602, Subdivision (a) and CCR, Title 17, section 7603, Subdivision (a)), and that such connection has been approved by DDW and/or its delegated local agency.

15. Any backflow prevention device installed to protect the potable water system shall be annually inspected and maintained in accordance with the CCCPH (previously CCR, Title 17, section 7605).

16. Backflow inspections shall be conducted by a person who has demonstrated competency in testing to the User and/or LACDPH.

17. Hose bibbs shall not be used in the recycled water system, except in the recycled water system for Sites for which there is restricted public access. Quick couplers that are different from that used on the potable water system may be used in place of hose bibbs.

18. All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively marked with purple tape in accordance with Health and Safety Code section 116815 and LACDPH requirements.

19. All Sites shall be designed and operated to prevent direct human consumption of recycled water or use of recycled water for processing of food or drink intended for human consumption.

20. Where recycled water could potentially be accessed for human consumption, conspicuous signs shall be posted that include the wording “RECYCLED WATER – DO NOT DRINK”.

21. Each sign shall display an international symbol similar to that shown in CCR, Title 22, section 60310, Subdivision (g), Figure 60310-A.

22. The sign(s) shall be of a size easily readable by the public (no less than 4 inches high by 8 inches wide).

23. The prescribed wording included on the sign(s) should be translated into Spanish and any other appropriate languages.

24. Sites shall be designed and operated to prevent water spray, mist, or surface flow from leaving the Site or reaching: (a) any perennial surface waters located adjacent to the Site; (b) dwellings, designated outdoor eating area, or food handling facilities; or (c) drinking fountains unless specifically protected with a shielding device.

25. The application of recycled water shall be discontinued during precipitation events that are of sufficient magnitude to generate surface flow or significant ponding within the Site.

26. Irrigation with recycled water shall occur during periods of minimal human use of the irrigated area and timing of irrigation shall allow an adequate dry-out time of the irrigated area before use by the public.

27. Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any domestic water supply well.

28. Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any uncovered reservoir or stream currently used as a source of domestic water.

29. Impoundment of disinfected tertiary recycled water shall not occur within 100 feet of any domestic water supply well.

30. All recycled water impoundments shall be adequately protected from erosion, washout, and flooding from a 24-hour rainfall event having a predicted frequency of once in 100 years.

31. Any storage facility or impoundment containing recycled water for reuse applications shall be managed in a manner to control odors, nuisance conditions or vectors such as mosquitoes. Should such problems develop, a management plan shall be devised and implemented to monitor, correct, and control future occurrences.

32. Recycled water shall be applied at such a rate and volume as not to exceed vegetative demand and soil moisture conditions.

33. Nitrogen fertilizer shall only be applied to the Site if levels of nitrogen in the recycled water are not sufficient for plant growth.

34. Vehicles used for distributing recycled water for soil compaction and dust control or other uses shall have an adequate tank and plumbing system to ensure that leaks and ruptures will not occur in the course of normal use.

35. Control valves shall be provided and configured such that recycled water can be applied on the Site in a controlled fashion and completely retained during transit.

36. Spray heads or nozzles shall be provided and configured such that the recycled water is applied on the Site to prevent runoff, ponding, or windblown spray conditions.

37. Each tank shall be equipped with an approved air-gap separation between the filler tube and the tank to prevent back-siphonage.

38. Each tank used to store and/or transport recycled water must be flushed and disinfected prior to storage and/or transport of potable water or recycled water of better quality.

39. The vehicle shall be clearly labeled.

Site Inspections and Site Access.

1. County shall conduct periodic site inspections and prepare a report for Site inspection pursuant to Section 8.

2. Site inspections must be conducted at a minimum once every three (3) years per site or more frequently at the request of the District.

3. In the event of identification of violation(s) during site inspections, notification shall be provided pursuant to Section 8 and corrective actions must be taken pursuant to Section 7.

4. The User shall allow an authorized representative of the following agencies the right to enter, inspect the Site, and conduct testing upon presentation of proper credentials: the District, Regional Water Board, DDW, and LACDPH.

5. In cooperation with the User, the District will make periodic inspections of the Site.

Corrective Action.

1. The Site Supervisor must immediately initiate corrective action to eliminate violation of any applicable laws or regulations, the Permits, or these General Requirements and make the appropriate notifications pursuant to Section 8.

2. Verification of corrective action must be made by the User and reported to the District pursuant to Section 8.

3. In the event of contamination of a potable water system due to a cross-connection with the recycled water system, the Site Supervisor shall immediately invoke the Emergency Cross-Connection Response Plan and make the appropriate notifications pursuant to Section 8.

Notifications and Reporting.

Public Health

1. Upon being notified or determining that one of the following events has occurred, the Site Supervisor shall immediately notify the District by telephone. The District will then contact DDW and LACDPH, if applicable, by telephone or electronic means. Written confirmation must be provided to all agencies within three (3) business days from the date of notification.

2. There is a complaint (or other source of information) concerning recycled water use that may involve illness.

3. The potable water system has been contaminated due to a cross-connection with recycled water.

Spills or Unauthorized Discharges

1. Upon being notified or determining that an unauthorized discharge of more than 50,000 gallons of tertiary recycled water has occurred, the Site Supervisor shall immediately notify the District by telephone. The District will then contact the Regional Water Board and LACDPH, if applicable, by telephone or electronic means. Written confirmation must be provided to all agencies within three (3) business days from the date of notification.

2. Information provided shall include the date and time the spill began and ended, the location of the spill, if the spill entered a storm drain or receiving water, the estimated volume of the spill or flow if the spill is ongoing, the estimated time of repair, the cause of the spill, the agencies involved with repair and clean-up, and corrective actions taken or plans for corrective actions.

3. Upon being notified or determining that a spill or other release of recycled water from a Site, other than Incidental Runoff, has occurred, including, but not limited to, breaks in the recycled water irrigation or distributions systems, the Site Supervisor shall immediately notify the District by telephone. Written confirmation must be provided within three (3) business days from the date of notification.

4. Information provided shall include the date/time the spill began and ended, the location of the spill, if the spill entered a storm drain or receiving water, the estimated volume or flow if the spill is ongoing, the estimated time of repair, cause of the spill, agencies involved with repair and clean-up, and corrective actions taken or plans for corrective actions.

Cross-Connection Testing

1. The Site Supervisor shall submit a written report documenting the result of the cross-connection inspections and tests conducted for dual-plumbed systems to the District within thirty (30) days following completion of the test. The District will then submit the report to DDW.

Site Inspections

1. The site inspection report shall be signed and dated by the Site Supervisor and the inspector and provided to the District within thirty (30) days following the end of the quarter in which the site inspection was conducted.

2. The inspector shall immediately notify the Site Supervisor of violation(s) identified during site inspections and what corrective actions must be taken.

3. The User shall notify the District by electronic means at least one (1) week prior to conducting a site inspection.

Noncompliance with Regulations

1. The Site Supervisor shall notify the District by telephone or electronic means upon knowledge of any noncompliance of applicable laws and regulations, the District's Permits, and these General Requirements. Written confirmation shall be provided within three (3) business days from the date of notification.

2. The User shall provide written verification to the District within ninety (90) days from the date of knowledge of the violation that corrective actions have been made.

Miscellaneous

1. If someone other than the User is responsible for applying the recycled water (e.g., a truck hauler), then the User shall inform them of these General Requirements in a written permit or other suitable manner.

2. The Site Supervisor is required to provide the District with an address and phone number(s) where they can be contacted at all times. The Site Supervisor is responsible for maintaining current pertinent information regarding the Site and District's contacts.

3. The District shall be notified in writing of any proposed changes in the individual designated as the Site Supervisor in writing.

4. The District shall be notified in writing of any planned modifications or additions to the recycled water system. Any proposed significant modifications or additions to the recycled water system shall be reviewed and approved by the District before being made.

5. The User shall provide information as requested by the District in order for the District to comply with the Monitoring and Reporting Requirements issued by the Regional Water Board.

Record Keeping.

1. Current as-built drawings and other design plans of the recycled water system and potable water system and any forms or reports as required by the District including, but not limited to, site inspection reports, cross-connection tests, etc. shall be maintained by the Site Supervisor.

2. A copy of these Requirements, the Emergency Cross-Connection Response Plan, and the Permits shall be maintained by the Site Supervisor so that they are available to operating personnel at all times.

3. The Site Supervisor must keep operation and maintenance logs that are available to the District for review. The logs shall include information specified by the District in the approval

letter, such as the monthly volumes of recycled water used at the Site and the dates of site inspections, and cross-connection and backflow prevention testing.

Conformance.

These General Requirements are in conformance with the following:

- x. Provisions established by the WDRs, WRRs, or Master Permit issued by the Regional Water Board to the District.
- xi. Applicable portions of the California Water Code, including Water Code Section 13523.1.
- xii. Applicable portions of the California Health and Safety Code.
- xiii. California Code of Regulations, Title 22, Division 4, Chapter 3, Uniform Statewide Reclamation Criteria.
- xiv. State Water Resources Control Board, Cross Connection Control Policy Handbook (previously California Code of Regulations, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Article 1 & 2).
- xv. Regulations established by the LACDPH for the use of recycled water.

EXHIBIT G

ESTOPPEL CERTIFICATE

Ground Lease – Puente Hills Landfill Park

To: _____

Re: That certain Ground Lease (the “**Ground Lease**”), by and between County Sanitation District No. 2 of Los Angeles County (“**District No. 2**”) and County Sanitation District No. 18 of Los Angeles County (“**District No. 18**” and together with District No. 2, the “**District**”), each a county sanitation district and existing under the provisions of the County Sanitation District Act, California Health and Safety Code §§ 4700 *et seq.*, and the County of Los Angeles, a body corporate and politic (“**County**”).

All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ground Lease.

1. [Use the following if County is providing the Estoppel Certificate: County is the present owner and holder of the lessee’s interest under the Ground Lease] [Use the following if the District is providing the Estoppel Certificate: The District is the present owner and holder of the lessor’s interest under the Ground Lease.] The Ground Lease covers the premises described in the attached Exhibit 1 (the “**Premises**”). The Premises is a portion of the District’s Puente Hills Landfill property. Pursuant to the Ground Lease, the District has leased the Premises to the County to facilitate construction of certain County Improvements for the purpose of operating and maintaining a public park.

2. [Use the following if County is providing the Estoppel Certificate: County holds title to the County Improvements located on the Premises. [Use the following if the District is providing the Estoppel Certificate: The District does not hold any interest in the County Improvements located on the Premises.]

3. (a) The attached Exhibit 2 includes a true and complete copy of the Ground Lease and all modifications, amendments, supplements, side letters, addenda, assignments, and riders of and to the Ground Lease.

(b) The Term of the Ground Lease commenced on _____, 202__ and will expire on _____, 20__ unless earlier terminated.

(c) Except for _____, no additional rent is payable to the District under the Ground Lease.

(d) Except as set forth in the Ground Lease, the District and County have made no agreement concerning free rent, partial rent, rebate of rental payments or any other similar rent concession.

(e) The District currently holds no security deposit with respect to the Ground Lease.

4. The Ground Lease has not been modified, changed altered or amended, except as indicated on the attached Exhibit 2, and the Ground Lease is in full force and effect in the form attached as Exhibit 2. Except for the Ground Lease and _____, there are no agreements between the District and County, written or oral, that affect County's occupancy of the Premises.

5. *[Use the following if County is providing the Estoppel Certificate:* To the actual knowledge of the certifying party, no party is in default under the Ground Lease. To the actual knowledge of the certifying party, no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default under the Ground Lease.] *[Use the following if the District is providing the Estoppel Certificate:* To the actual knowledge of *[insert project manager]*, no party is in default under the Ground Lease. To the actual knowledge of *[insert project manager]*, no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default under the Ground Lease.] The individual providing the statements set forth in this paragraph 5 on behalf of the District shall not have any personal liability for the statements provided herein.

6. *[Use the following if County is providing the Estoppel Certificate:* The interest of the certifying party in the Ground Lease has not been assigned or encumbered except _____. County has not sublet any portion of the Premises except as follows: _____. County is not entitled to any credit against any rent or other charge or rent concession under the Ground Lease except as set forth in the Ground Lease.] *[Use the following if the District is providing the Estoppel Certificate:* To the actual knowledge of the certifying party, the interest of the certifying party in the Ground Lease has not been assigned or encumbered except for any encumbrances or other matters (a) as shown on any title commitment and/or title policy procured by the lender or other requesting Party relying upon this Estoppel, (b) as may be disclosed by a visual inspection or survey of the land constituting the Premises, (c) as set forth in the Ground Lease, or (d) as follows: _____. County is not entitled to any credit against any rent or other charge or rent concession under the Ground Lease except as set forth in the Ground Lease.]

7. County has accepted the Premises, subject to no conditions other than those set forth in the Ground Lease.

8. The certifying party is not the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.

9. [Such other factual matters concerning the Ground Lease as the requesting Party may reasonably request.]

10. The certifying party acknowledges the right of [the District]/[County], its present and future lenders, its successor and assigns and any other parties in interest to rely upon the statements and representations of the certifying party contained in this Estoppel Certificate.

County:

By: _____
Name: _____
Title: _____

--OR--

County Sanitation Districts Nos. 2 and 18 of Los Angeles County

By: _____
Name: _____
Title: _____

[Exhibits 1 and 2 to Estoppel Certificate to be attached prior to execution]

EXHIBIT H
DEPICTION OF GRANT AREA

[attached]

EXHIBIT H - GRANT AREA

