

**LEASE AGREEMENT BETWEEN THE CENTRAL CONTRA COSTA SOLID WASTE
AUTHORITY AND THE CITY OF WALNUT CREEK**

This Lease Agreement is entered this _____, _____, by and between the City of Walnut Creek, a municipal corporation (“City”) and the Central Contra Costa Solid Waste Authority (“CCCSWA”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on June 24, 2004, the CCCSWA and USA Waste of California, Inc., dba Valley Waste Management (“VWM”) entered into an agreement for the collection, transfer, transport, recycling, and processing of recyclable materials, green waste and food waste (the “CCCSWA Agreement”), whereby VWM agreed to provide recycling services in some central Contra Costa county areas, including within the City of Walnut Creek; and

WHEREAS, in providing such recycling services, VWM operated and continues to operate the Walnut Creek Recycling Center at 480 Lawrence Way in Walnut Creek, California; and

WHEREAS, the City owns said real property at 480 Lawrence Way (the “Property”), described in greater detail in Exhibit A; and

WHEREAS, the City has leased the Property to VWM for use as a Recycling Center since 1976 and prior thereto leased the Property for similar uses to another recycling company for some years; and

WHEREAS, on August 7, 2007, City entered into the current three-party lease agreement (the “2007 Lease Agreement”), whereby the City agreed to lease the Property to VWM and CCCSWA agreed to ensure that VWM operated the Walnut Creek Recycling Center in a manner that complied with VWM’s obligations under the CCCSWA Agreement; and

WHEREAS, the 2007 Lease Agreement is set to expire on March 1, 2008; and

WHEREAS, the City wishes to have the recycling uses at the Property relocated to a different location at some point in the future, but wishes to allow VWM, subject to certain conditions, to continue its operations at the Property while CCCSWA and other entities make the necessary arrangements for the relocation of the recycling center; and

WHEREAS, in order to facilitate the important subregional solid waste and recycling management efforts of CCCSWA and to better address community and operational concerns regarding the Walnut Creek Recycling Center, the City and CCCSWA now wish to enter into a direct lessor-lessee relationship, with VWM as a pre-approved sublessee and continued operator of the recycling center, upon the expiration of the 2007 Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

AGREEMENT

1. Description of Property.

Subject to the terms and conditions of this Lease Agreement, City agrees to lease to CCCSWA and CCCSWA agrees to lease from City the Property, an 18,350 square foot property described in Exhibit A attached hereto and incorporated by reference.

2. Term.

This Lease Agreement shall commence on March 1, 2008 and remain in effect for a three-year term until March 1, 2011, unless terminated at an earlier date pursuant to Section 20 below. If at the end of the initial lease period, CCCSWA has demonstrated good faith efforts to the City in siting a new location for the recycling center and additional time is required to begin operations at the new site, this Lease Agreement may be extended for an additional term by mutual agreement of the Parties.

3. Rent.

Base monthly rate for lease of the Property shall be \$4500.00 (agreed upon "Current Market Rate"). However, this amount shall be discounted to \$3500.00 per month ("Discounted Rate") so long as CCCSWA demonstrates good faith efforts and progress in its attempts to relocate the recycling center according to the milestones and timelines set forth in Section 12 of this Lease Agreement.

If any milestone is missed, City may in its discretion impose the Current Market Rate upon CCCSWA after the issuance of thirty (30) days notice. In such cases, successful subsequent efforts by CCCSWA to return to the milestone progression and schedule set forth in Section 12 of this Lease Agreement shall constitute grounds for a request to reinstitute the Discounted Rate monthly rent.

Rent shall be due on the first (1st) day of each month. Payment will be considered late and subject to a late fee if not received within five (5) business days of the first day of the month.

Rent shall be paid via an automatic pay procedure, to be set up by City. In the event the automatic payment method fails or is discontinued, rent shall be paid to "City of Walnut Creek," via check and mailed to:

City of Walnut Creek
Attn: Finance Division – Cashier
P.O. Box 8039
Walnut Creek, CA 94596

4. Delivery of Property.

City hereby demises and leases unto CCCSWA those premises and facilities located on the Property and more fully described in Exhibit A. If CCCSWA so desires, VWM shall be allowed to continue its use and operation of a recycling center on the Property, subject to the

sublet provisions and operational restrictions of this Lease Agreement and CCCSWA's sole discretion under any applicable sublease agreement negotiated between CCCSWA and VWM and/or any applicable directives from CCCSWA.

5. Condition of Property (Improvements).

The Property currently includes the following improvements:

UTILITIES:

Electrical: polemounted, 120/208 Volt, 3 phase, 125 amp circuit breaker with underground foot meter located at east side of the Traffic Division building.

Water: EBMUD service, 1" line to the hose bibb adjacent to 6' chain link fence. Meter at Street serves Traffic Division Building and Recycling Center. Flowmeter in line will allow separate of usage.

Storm Drainage: Two existing catch basins within the fenced area flowing into lines under Lawrence Way.

PHYSICAL IMPROVEMENTS:

Lighting: 2 dual head street light fixtures adjacent to 6" chain link fence.

Fencing: 12' chain link fence at north side of yard, 6' chain link fence at east side of yard, combination cinder block/12' chain link fence at west side and 8' wood fence at south side of yard.

Surface: asphalt concrete paving (2" over 6" of base rock).

Landscaping: At street frontage currently. Construction of Traffic Division Building will include some landscaping on either side of south entrance driveway.

6. City Warranties and Representations.

Except as otherwise specifically provided in this Lease Agreement, City makes no representations or warranties, express or implied, concerning the condition of the Property or the suitability of the Property to any particular use.

Furthermore, prior to the commencement of this Lease Agreement, CCCSWA shall have the right to enter the Property to make a topographical survey, perform engineering studies, and procure soils tests and make soil borings, conduct percolation and other soil and groundwater tests (including, but not limited to, testing of hydrocarbons, hazardous materials, toxic pollutants and other contaminants and materials) to determine the condition and suitability of the Property for the uses to be made of the Property and to establish a "baseline" of environmental conditions. CCCSWA shall provide City with copies of all test data, studies and reports. Such baseline studies may provide an informational basis for determining the Parties' duties and obligation as

to Hazardous Materials, as set forth in Section 23, CCCSWA shall, at its expense, repair any damage caused by such tests.

7. Use of Property.

Use of the Property by CCCSWA and its sublessees or agents shall be limited to uses which are directly or indirectly related to the collection, transfer, transport, recycling and processing of recyclable materials, green waste, and food waste. Only the following types of activities and operations shall be permitted at the Property:

- a. The recycling center will provide a location within CCCSWA's service area for residents and businesses to drop-off specified recyclables for donation or buy back. The recycling center will supplement curbside collection by making it easy for residents and businesses to bring large quantities of recyclables in at any one time.
- b. CCCSWA and/or its approved sublessee shall accept the following materials: glass, PET, HDPE, #3-5 and #7 plastic containers, aluminum, tin, scrap metal (ferrous and non-metal), cardboard, mixed paper (office paper, colored paper, junk mail, paper bags, paper board, telephone books, magazines), green waste, oil and anti-freeze.
- c. CCCSWA and/or its approved sublessee will also buy-back all CA redemption materials including glass, aluminum, and PET plastic.
- d. CCCSWA and/or its approved sublessee will consider accepting other recyclable household hazardous waste at the recycling center, including latex paint and auto batteries, from customers from VWM's service area. If City gives VWM notice of such a desire for VWM to perform this service, the parties shall meet in good faith to agree upon the terms of such a service. Any future agreements to accept additional recyclable household hazardous wastes will be an addendum to this lease mutually agreed upon by both parties.
- e. Additionally, bagged finished compost from the CCCSWA's yard waste program may be sold. Compost can only be stored on the property (1) in a container constructed so as to prevent the compost from being wind blown and (2) only for the purpose of sales to the public. If City determines that the use of the container for the compost does not adequately contain the compost, upon further notice from the City, CCCSWA and/or its approved sublessee shall only store the compost on property if bagged.

CCCSWA and/or its approved sublessee shall not use the Property as a truck staging area or for any use not described in this Section.

8. Storage of Materials and Equipment.

Recycling materials will be stored in industry-standard steel containers. Neither materials nor bins may be stacked above height level of existing surrounding fence.

Bins will be emptied as necessary and will not be allowed to overflow.

9. Hours of Operation.

The recycling center buy-back will be open from 8:30 a.m. – 5:00 p.m. Tuesday-Saturday. The drop-off area will always be accessible.

10. Staffing.

The recycling center will be staffed during all open hours of buy-back operations. Additionally, VWM will have staff clean the recycling center on Mondays in accordance with Section 8 and other provisions of this Lease Agreement.

11. Required Equipment.

The center will have a scale to weigh recyclables. The Customer will be paid based on the weight and type of commodity and the current market value of the recyclable.

12. Relocation Milestones.

At a minimum, CCCSWA's achievement of the goals and actions listed below shall constitute good faith efforts and progress towards relocating the Walnut Creek Recycling Center. The Parties also acknowledge that the siting and regulatory approval of any recycling center is a difficult task and may be hampered by third party forces, notwithstanding the most vigorous efforts of the project proponent. The agreed upon milestones are as follows:

CCCSWA shall provide City with a plan for locating a new site by October 1, 2008.

- a. CCCSWA shall provide City with a list of potential sites by October 1, 2008.
- b. A new site should be identified and in the control of CCCSWA by March 2009.
- c. The entitlement process should begin by April 2009.
- d. The entitlement process should be completed by December 2009.

13. Periodic Report to the City on Relocation Efforts.

CCCSWA's Executive Director shall update City on CCCSWA's progress with regard to relocating the recycling center on or before the following dates: October of 2008, April and October of 2009, and April and October of 2010

14. Improvement and Alterations.

City shall have no obligation whatsoever to construct any improvements of the Property. CCCSWA and/or its approved sublessee may construct improvements or make alterations reasonably necessary only with the advance written approval of City. CCCSWA and/or its approved sublessee shall also obtain all necessary governmental approvals, including but not limited to building permits and grading permits, prior to constructing any improvements or alterations. All improvements shall be deemed the property of City and remain the property of City upon terminations or expiration of this Lease Agreement unless City gives written notice to

CCCSWA to remove any such improvements upon termination or expiration of this Lease Agreement.

15. General Property Maintenance, Security and Community Impact Mitigation.

City shall have no obligation whatsoever to repair or maintain the Property or any improvements thereon. CCCSWA acknowledges that a primary concern of the City is that the property not appear unsightly from the freeway, city streets, or any other location. CCCSWA and/or its approved sublessee shall maintain the Property and the improvements and equipment thereon in a state of good repair recognizing that normal wear and tear will occur through daily operations and in a neat and clean condition as reasonably determined by the City. CCCSWA and/or its approved sublessee shall not permit the storage of any recyclable or waste material outside of containers. CCCSWA and/or its approved sublessee shall pick up any loose recyclables or waste materials from the Property. In no event shall CCCSWA permit recyclable or waste material to be deposited or spread outside of the Property and, if it does occur CCCSWA and/or its approved sublessee shall immediately remove such material.

In order to address these maintenance, security and community impact concerns, the Parties agree as follows:

- a. CCCSWA shall install and use security cameras in order to attempt to prevent unauthorized, after hours dumping of materials and/or vandalism or theft. If the use of these cameras does not improve the general condition and appearance of the Property, CCCSWA agrees to implement additional measures, up to and including the employment of security guards, in consultation with City.
- b. CCCSWA shall improve traffic flow to and from and on the Property by using directional signage, and/or pavement markings. CCCSWA shall submit plans for such signage and markings to the City for review and approval.
- c. City shall have the right to conduct random drop-in inspections of recycling center obligations for the purpose of determining compliance with the maintenance, security and community impact concerns mentioned herein.

If necessary, CCCSWA will work with VWM to determine additional possible solutions, including but not limited to regular reporting of the Property's status.

16. Utilities.

City shall have no obligation whatsoever to furnish utility services or to bring water, sewer, telephone, gas, electric or other utility lines to the Property. The use of any utilities by CCCSWA shall be at CCCSWA's sole expense and City shall not be liable for any such charges.

Section 5, however, states that electrical service is available at the site. CCCSWA shall make arrangements for the provision of electrical services and make arrangements for direct billing.

Water is also available at the site. Since this is not separately metered, the City will invoice CCCSWA its share of the cost of water.

17. Taxes.

In accordance with California Revenue and Taxation Code Section 107.6, City hereby notifies CCCSWA that by entering into this Lease Agreement, possessory interest subject to property taxes may be created. CCCSWA shall be responsible for payment of any such possessory interest tax that may be imposed on its sublessee.

CCCSWA or its sublessee shall pay when due all taxes, assessments, franchises, excises, license and permit fees, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the term of this Lease Agreement may be assessed, levied, confirmed, imposed upon or become due and payable out of or in respect of, or become a lien on the Property, items located on the Property or operations on the Property. Nothing in this Paragraph 17 is intended to alter existing law as to whether CCCSWA or the Property will be subject to taxes for the Recycling Center use.

18. Insurance.

a. At all times during the term of this Lease Agreement, CCCSWA shall provide or cause its approved sublessee to provide and keep in full force and effect the following insurance policies: (a) fire and extended coverage insurance; (b) general liability insurance; (c) automobile liability insurance; and (d) worker's compensation and employer's liability insurance. If CCCSWA or its approved sublessee constructs any improvements or alterations to the Property, it shall also provide performance and labor and materials bonds and builders all-risk insurance in forms and amounts reasonably required by City.

b. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. All-Risk form Fire and Extended Coverage Insurance with vandalism and malicious mischief endorsements.

4. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

c. Minimum Limits of Insurance. CCCSWA or its approved sublessee shall maintain policy limits of no less than:

1. General Liability: \$1,000,000 combined single unit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance

or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit accident for bodily injury and property damage.

3. Fire and Extended Coverage Insurance: The replacement cost of all improvements and personal property located on the Property.

4. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City, whose approval shall not be unreasonably held. At the option of the City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials, employees and volunteers; (b) CCCSWA or its approved sublessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses; or (c) CCCSWA or its approved sublessee shall provide such other financial assurances as the City may accept to demonstrate financial ability to respond to claims within the deductible or self-retained amounts.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

(a) City and its officers, officials, employees, agents and volunteers are to be covered as insured as respects to: liability arising out of activities performed by or on behalf of CCCSWA; products and completed operations of CCCSWA; premises owned, occupied or used by CCCSWA; or automobiles owned, leased, hired or borrowed by CCCSWA. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents or volunteers.

(b) CCCSWA's or its approved sublessee's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City and its officers, officials, employees, agents or volunteers shall be excess of CCCSWA's or its approved sublessee's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage to the City and its officers, officials, employees, or agents or volunteers.

(d) CCCSWA's or its approved sublessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against City and its officers, officials, employees and volunteers for losses arising from the Project.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

(f) Verification of Coverage.

CCCSWA or its approved sublessee shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City and CCCSWA prior to the effective date of this Lease. The City and CCCSWA each reserves the right to require complete certified copies of all required insurance policies, at any time.

19. Indemnity.

CCCSWA agrees to indemnify, defend and hold harmless City and its officers, officials, agents, employees and volunteers from all claims, suits or actions of every name, kind and description brought forth on account of any injury to or death of any person, or damage to property arising out of or in any way connected with the Property, except for any such loss or damage which was caused by the sole negligence or willful misconduct of City.

20. Hazardous Materials.

As used in this Lease Agreement, the term "Hazardous Materials" means any substance, material or waste which is or becomes defined or regulated as a hazardous substance or hazardous waste under any federal, state or local law, statute, regulation, guideline, code, ordinance or rule (hereinafter, individually and collectively, "Hazardous Substances Law"), and includes, without limitation, substances which are: (1) defined as a "hazardous waste," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et. seq. (41 U.S.C. Section 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903); (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601); or (9) determined by California or

federal government authority to be capable of posing of risk of injury to health, safety or property.

CCCSWA shall not store, manufacture, generate, use, handle, transport, release, or otherwise dispose of any Hazardous Materials on or under the Property, except (1) in compliance with all applicable Hazardous Materials Substances Laws and (2) as required in the normal course of business.

City is not aware of the presence of any Hazardous Materials other than set forth in December 26, 1995 memo, Exhibit B, on or under the Property which exceeds the safe levels established by any governmental agency having jurisdiction over such contamination. City has not conducted any tests or other investigations to determine the presence of any Hazardous Materials on or under the Property. City makes no express or implied representation or warranties concerning the condition of the Property, including but not limited to the presence of any Hazardous Materials, and CCCSWA accepts the condition of the Property "as is."

CCCSWA shall have the right at any time during the term of this Lease Agreement to conduct its own test of the water and soil underlying the Property by using test wells installed by CCCSWA so long as each of the following conditions is satisfied: (1) Such tests are conducted by CCCSWA at its own expense; (2) CCCSWA, at its expense, repairs any damage caused by such tests; (3) CCCSWA delivers copies of the results of such tests to City and CCCSWA; and (4) CCCSWA indemnifies and holds City harmless from and against all claims, demands, damages, costs and liabilities, including, without limitation, reasonable attorneys' fees and costs, arising out of such tests conducted by CCCSWA.

If Hazardous Materials are found to be on or under the Property which can not be demonstrated to have been present prior to occupancy by CCCSWA and which either (i) results in contamination which exceeds the safe levels established by any governmental agency having jurisdiction over such contamination, or (ii) requires investigation, testing, monitoring, clean-up, removal, restoration or other remedial work due to requirements by a governmental agency, CCCSWA shall promptly, and at its sole cost, take any and all action necessary to investigate, test, monitor, clean-up, remove and otherwise remediate such contamination at CCCSWA's sole cost and expense.

CCCSWA also agrees to indemnify, defend and hold harmless City and its officers, officials, employees, agents and volunteers from and against all liability, claims, damages, fines, penalties, costs and expenses (including but not limited to reasonable legal fees and disbursements) arising against City in any way connected with the presence of Hazardous Materials on the Property resulting from omissions of CCCSWA or its sublessee, or their use of property as Recycling Center, during the term of this Lease Agreement. The provisions of this Section shall survive the termination of this Lease Agreement.

In addition, CCCSWA shall be responsible for disposing of any Hazardous Material or any other material deposited on the Property by any third party at its sole cost and expense.

Notwithstanding the foregoing, the City agrees to indemnify, defend, and hold harmless CCCSWA and its approved sublessee and their officers, agents, employees, and volunteers from

all claims, suits or actions of every name, kind and description brought forth in account of damage to property arising out of or in any way connected with the condition of the Property as set forth in the memo dated 26 December 1996 from Chris Kennedy to Dan Borges attached hereto as Exhibit B and made a part hereof. For purposes of this paragraph, CCCSWA may establish a prima facie showing that contamination was present prior to its occupancy if the contamination identified is the same compounds as those identified in the December 1996 memo from Chris Kennedy to Dan Borges or similar compounds demonstrated to be the apparent result of the chemical breakdown of the listed chemicals.

21. Default.

The occurrence of any of the following shall constitute a default by CCCSWA:

- a. Abandonment of the Property for a period of ten (10) consecutive days.
- b. Failure to perform any provision of this Lease Agreement if the failure to perform is not cured by CCCSWA within thirty (30) days after written notice is delivered to CCCSWA. If the default cannot reasonably be cured within thirty (30) days, CCCSWA shall not be in default if CCCSWA commences to cure the default within the thirty (30) day period, notifies City and diligently and in good faith cures the default as soon as possible.
- c. Repeated violation of the same provision of this Lease Agreement for an unreasonable number of times. CCCSWA shall be deemed to have committed a repeated violation for an unreasonable number of times if CCCSWA fails to perform the same provision more than five times over the course of this Lease Agreement and each time City or CCCSWA gives VWM notice of such violation, even if VWM subsequently cures the violation.
- d. Any uncured default or the termination or expiration of the CCCSWA Agreement.

City shall have the right to enter the Property for inspection purposes to ensure that CCCSWA and/or its approved sublessee is in compliance with this Lease Agreement to the extent the rights of City are involved, and with the CCCSWA Agreement.

If CCCSWA is in default pursuant to this section, City may terminate CCCSWA's right to possession of the Property by delivering written notice that CCCSWA or City may exercise any other right or remedy at law or in equity.

22. Surrender of Property.

Upon termination or expiration of this Lease Agreement, CCCSWA shall immediately quit and surrender the Property in as good state and condition as it was prior to possession by CCCSWA, reasonable wear and tear excepted. CCCSWA shall remove all personal property belonging to CCCSWA, including but not limited to all equipment and all recyclable and other materials, from the Property unless otherwise agreed to by City.

23. Holding Over.

If CCCSWA does not quit and surrender the Property when required pursuant to Section 20 above, such holding over shall, at City's option, be deemed a tenancy from month to month at a rental to be fixed by City, payable monthly in advance, and otherwise based on the same terms and conditions as herein provided.

24. Subletting, Assignment, or Transfers.

CCCSWA may not assign, sublet, license, transfer, sell, mortgage, hypothecate or otherwise transfer this Lease Agreement or any part or interest in this Lease Agreement or the Property or any right or obligation under this Lease Agreement without the advance written consent of City, which consent may reasonably or unreasonably be denied.

Notwithstanding the above provision, City acknowledges that as of the date of the execution of this Lease Agreement, VWM is an approved sublessee, subject to VWM's compliance with the terms and conditions of this Lease Agreement. Furthermore, CCCSWA may sublease all or any part of the Property, without City's consent, to any corporation which controls, is controlled by or is under common control with VWM.

CCCSWA shall provide a copy of any sublease with VWM to the City for review no later than seven (7) days prior to executing such a sublease.

25. Liens.

CCCSWA shall not permit any lien to be filed against the Property or any interest in the Property. In the event such lien is filed, CCCSWA shall, with thirty (30) days after receipt of notice of such lien cause such lien to be bonded against or removed by substitution of collateral or otherwise.

26. Nuisances.

CCCSWA shall not permit any public or private nuisance or any waste to occur upon the Property.

27. Compliance with Laws.

CCCSWA shall comply with all legal requirements concerning the Property and CCCSWA's use thereof.

28. Brokers.

Each party represents and warrants to the other that it has had no contact with any real estate brokerage firm or agent or other person who can claim a right to a commission or finder's fee in connection with the negotiation of this lease and that no real estate commissions or finder's fees are payable in connection herewith. Each party shall indemnify and hold the other harmless from all expenses, claims, damages and liability incurred by the indemnified party as a result of a breach of this warranty.

29. Successors.

The provisions of this Lease Agreement shall be binding upon and shall insure to the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

30. No Joint Venture.

City, CCCSWA and VWM are not and shall not be deemed joint ventures nor partners and neither shall have the power to bind or obligate the other.

31. Authority.

Each party warrants that the person executing this Lease Agreement on behalf of such party has full authority to do so.

32. Entire Agreement.

This Lease Agreement and the CCCSWA Agreement constitute the entire agreement between the parties concerning the Property and supersede any other agreements between the parties, whether oral or in writing. This Lease Agreement may be modified only if agreed to in writing by all parties.

**CCCSWA:
Central Contra Costa
Solid Waste Authority**

Dated: _____

By: _____

Title: _____

Reviewed by: _____

**City:
City of Walnut Creek**

Dated: _____

By: _____

Title: _____

**U.S.A. Waste of California, Inc., dba
Valley Waste Management**

Dated: _____

By: _____

Title: _____

Reviewed by: _____