

**AGREEMENT FOR DISPOSAL OF SOLID WASTE AND
OPERATION OF THE LAUGHLIN LANDFILL**

This agreement regarding the disposal of solid waste and operation of the Laughlin Landfill (this "Agreement") is made and entered into on the 6th day of October, 2009 ("Effective Date"), by and between the County of Clark, a political subdivision of the State of Nevada (the "County" or "Clark County"), and Republic Dumpco, Inc., a Nevada corporation ("Contractor"). The Contractor and County may herein be referred to collectively as the "Parties."

RECITALS:

WHEREAS, federal and state regulations mandate environmentally sound solid waste disposal; and

WHEREAS, it is declared to be the policy of the County to regulate the disposal of solid waste and recyclables in a manner consistent with federal and state laws; and

WHEREAS, the Board of County Commissioners is authorized pursuant to NRS 244.187 to provide services for the disposal of "garbage and other waste," which collectively refer to solid waste herein, and for the operation of landfills within the County; and

WHEREAS, the Board of County Commissioners, pursuant to NRS 244.188 may grant an exclusive franchise to any person to perform those services set forth in NRS 244.187; and

WHEREAS, on April 15, 1986, the U.S. Department of the Interior, Bureau of Land Management ("BLM") granted the County a 20-year Recreation or Public Purpose Lease, No. NVN-39878 (the "BLM Lease"), to operate a sanitary landfill at a 40-acre site in Laughlin, Nevada (the "Laughlin Landfill"); and the BLM awarded a one-year extension, through April 15, 2007, and a second one-year extension, through April 15, 2008, while the County processes the necessary documents to acquire the 40-acre landfill property from BLM, along with an abutting 40-acres to increase the capacity of the Laughlin Landfill; and

WHEREAS, on April 21, 1987, the Board of County Commissioners awarded an exclusive agreement to Clark Sanitation, Inc. to establish, operate and maintain the Laughlin Landfill for the disposal of solid waste from Laughlin, Nevada, for the duration of the BLM Lease (the "1987 Agreement"); and

WHEREAS, the 1987 Agreement was legally transferred and assigned from Clark Sanitation, Inc. to Disposal Urban Maintenance Processing Company, Inc., a wholly-owned subsidiary of Silver State Disposal Service, Inc., in 1989; and then from Disposal Urban Maintenance Processing Company, Inc. to Contractor, a wholly-owned subsidiary of Republic Industries, Inc., in 1997; and

WHEREAS, Clark County and Contractor extended the 1987 Agreement beginning on the date that the BLM Lease expired or July 3, 2007, whichever occurred

sooner, for a period not to exceed six months until January 3, 2008, under the same terms and conditions as the 1987 Agreement to allow sufficient time to consider aspects of a proposed renewal agreement; and

WHEREAS, on February 6, 1996, the County entered into a franchise agreement with Silver State Disposal Service, Inc., which was transferred to Republic Silver State Disposal Service, Inc., a wholly-owned subsidiary of Republic Industries, Inc. and an affiliate of the Contractor, on August 5, 1997, for the provision of solid waste collections services within the Urban Solid Waste Service Area, that includes the unincorporated Town of Laughlin, and the Rural Solid Waste Service Area as further defined in that franchise agreement; and

WHEREAS, on August 24, 2007, Patent No. 27-2007-0032 (the "Patent," attached hereto as Exhibit "A") that was issued by the BLM was filed with the Clark County Recorder granting the land identified in the BLM Lease to Clark County to operate as a solid waste disposal site, thereby terminating the BLM Lease; and

WHEREAS, Clark County and Contractor executed a second extension of the 1987 Agreement on December 4, 2007, for a period not to exceed an additional three months until April 3, 2008, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, Clark County and Contractor executed a third extension of the 1987 Agreement on April 1, 2008, for a period not to exceed an additional six months and four days until October 7, 2008, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, Clark County and Contractor executed a fourth extension of the 1987 Agreement on September 16, 2008, for a period not to exceed an additional six months until April 7, 2009, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, Clark County and Contractor executed a fifth extension of the 1987 Agreement on April 7, 2009, for a period not to exceed an additional six months until October 7, 2009, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, the Board of County Commissioners desires to continue providing environmentally sound solid waste disposal and operation of the Laughlin Landfill; and

WHEREAS, Contractor represents it is willing and able to continue to provide environmentally sound solid waste disposal services and to operate and maintain the Laughlin Landfill in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt of which the Parties acknowledge, the Parties hereto agree to an exclusive agreement for the operation and maintenance of the Laughlin Landfill and the disposal of solid waste at the Laughlin Landfill as follows:

1. Definitions.

1.01 Definitions. Unless otherwise specified herein, definitions of terms in this Agreement shall be the same as those definitions listed in Chapter 9.04 of the Clark County Code (the "Code"), and amendments thereto.

2. Laughlin Landfill.

2.01 Laughlin Landfill. Contractor currently operates and maintains the Laughlin Landfill on that property described as Mount Diablo Meridian, Nevada, Township 32 South, Range 66 East, Section 8, Lot 1, granted to the County by the Patent (Assessor Parcel Number 264-08-000-002) consisting of 47.61 acres, more or less.

3. Right-of-Way Grant.

3.01 Right-of-Way Grant. Contractor shall continue to operate, and maintain access to the Laughlin Landfill over the right-of-way described in Right-of-Way Grant number N-39917 dated April 15, 1986 (the "Right-of-Way Grant," attached hereto as Exhibit "B"). Contractor shall establish, operate, and maintain the right-of-way in compliance with

- (i) The terms and conditions of the Right-of-Way Grant and all statutes and regulations referred to in the Right-of-Way Grant; and
- (ii) All other applicable federal, state, and local laws and regulations.

4. Operation of the Laughlin Landfill.

4.01 Compliance with Laws. Contractor shall continue to operate, and maintain the Laughlin Landfill and dispose of all solid waste generated within the boundaries of the Town of Laughlin, as delineated on the map marked Exhibit "C", which is attached hereto and by this reference made a part hereof, at the Laughlin Landfill in compliance with:

- (i) This Agreement;
- (ii) The Patent;
- (iii) The Right-of-Way Grant; and

- (iv) The Laughlin Landfill operating permit number LF004-IMP-01 issued by the Southern Nevada Health District dated November 8, 1994 (the "Operating Permit") and any amendments thereto;
- (v) All other applicable federal, state, and local laws and regulations, including but not limited to Chapter 9.04 of the Code, as amended.

4.02 Except as otherwise provided in this Agreement, Contractor shall only accept solid waste that is generated in the area shown on Exhibit "C" for disposal at the Landfill.

4.03 Equipment. Contractor agrees to own, purchase, contract for the purchase of, or lease, and shall at all times during the term of this Agreement maintain and make available for the performance of the services required herein, equipment in good operating condition and sufficient in quantity and quality to satisfy the needs as presently exist or may hereafter arise to fulfill the terms of this Agreement.

4.04 Maintenance Expenses. Any and all costs or expenses entailed or required for proper maintenance and operation of the Laughlin Landfill shall be the sole obligation of Contractor, who shall save County harmless from any and all claims, demands, and liability therefor.

4.05 Licenses and Permits. Contractor shall, at its sole cost and expense, be responsible for obtaining and maintaining all federal, state, and local licenses, permits and approvals necessary to continue operations of the Laughlin Landfill.

4.06 Landfill Gas. Contractor shall, whenever economically feasible, recapture and use or recycle any landfill gas that may be generated at the landfill.

5. Improvements

5.01 On-Site Improvements. Contractor has and shall continue, at no expense to County, to construct or install all on-site improvements to the Laughlin Landfill required by:

- (i) The Patent;
- (ii) The Operating Permit;
- (iii) The conditions attached to approval by the Board of County Commissioners of ZC-153-86; and
- (iv) All other applicable federal, state, and local laws and regulations;

All on-site improvements shall become property of the County upon expiration or termination of this Agreement.

5.02 Off-Site Improvements. Contractor has and shall continue, at no expense to County, to construct or install all off-site improvements to the Laughlin Landfill required by:

- (i) The Patent;
- (ii) The Right-of-Way Grant;
- (iii) The Operating Permit;
- (iv) The conditions attached to approval by the Board of County Commissioners of ZC-153-86; and
- (v) All other applicable federal, state, and local laws and regulations.

All off-site improvements shall become property of the County upon expiration or termination of this Agreement.

6. Term.

6.01 Term. The Franchise Agreement for Collection and Disposal of Waste dated February 6, 1996, and any amendments thereto including the Agreement Regarding Sunrise Landfill and Extension of Franchise Agreement dated June 15, 1999 ("collectively referred to as the "Collection Franchise Agreement"), govern the collection of solid waste within all areas of unincorporated Clark County including the Township of Laughlin. This Agreement shall commence on the date of approval by the Board of County Commissioners and shall run concurrent with the Collection Franchise Agreement.

6.02 Closure of Laughlin Landfill. Should the Laughlin Landfill reach capacity or is closed for any reason prior to the expiration of the Collection Franchise Agreement, this Agreement shall terminate. If the Laughlin Landfill reaches capacity or is closed prior to the expiration of this Agreement the Contractor will be responsible for the closure in compliance with federal, state and local laws and regulations and for all costs associated with such closure, including, but not limited to, the cover of the landfill, installation of any monitoring wells that may be required and any other remediation that is required by any federal, state or local governmental agency having jurisdiction and regulatory authority over the Laughlin Landfill. Should this Agreement be terminated by the County pursuant to Section 11 prior to the Landfill reaching capacity, the Contractor's responsibility for the costs associated with the closure and post-closure of the Laughlin Landfill shall be prorated to a percentage reflective of the period Contractor operated and maintained the Laughlin Landfill.

7. License Fee.

7.01 License Fee. Contractor shall pay to the County Director of Business License on a quarterly basis a fee of five percent (5%) of the Gross Receipts derived from the disposal of solid waste in the Laughlin Landfill (the "License Fee"). For purposes of this Section 7.01,

- (i) Gross Receipts upon which the License Fee shall be computed shall not include receipts collected by Contractor or Contractor's affiliates under the solid waste collection franchise agreement with the County; and

- (ii) The term solid waste does not include hazardous waste, septic waste, industrial waste, and source-separated recyclables.

7.02 Disposal of Solid Waste by Contractor. There shall be no rate charge or license fee to Contractor for disposal at the Laughlin Landfill of solid waste, hazardous waste, construction and demolition waste, agricultural waste, mining waste, or source-separated recyclables collected by Contractor.

7.03 Accounting System. Contractor shall establish and maintain an accounting system pursuant to generally accepted accounting principles and applicable state regulations to reflect correctly and accurately the Gross Receipts and shall also file with the County, within thirty (30) days after the end of the preceding quarter, a statement of the Gross Receipts from the disposal of solid waste during the quarter next preceding the date of such statement. Contractor shall retain revenue books and records for the Laughlin Landfill for a period of five (5) years and upon written request, at the option of the County, such books and records shall be produced for inspection made available for auditing purposes. County agrees to keep all such books and records confidential unless otherwise required by law.

7.04 Payment. Checks for the License Fee payments should be made payable to Clark County and mailed or delivered to the County at the address for notice in Section 18.09 within thirty (30) days after the end of each preceding quarter. The place and time of payment may be changed at any time by the County upon 30 days written notice to Contractor. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities.

8. Fees for Disposal of Waste.

8.01 Urban Solid Waste Service Area. The Laughlin Landfill is considered an urban solid waste service area as defined by Section 9.04.010(a)(43) of the Code.

8.02 Residential Customers. Contractor agrees that residential customers of the Town of Laughlin and the Town of Searchlight who subscribe to single-family residential pickup service under the Collection Franchise Agreement shall not pay a fee to dispose of solid waste in accordance with Section 9.04.300(a) of the Code. To obtain the fee exemption under 9.04.300(a) for disposal at the Laughlin Landfill, residential customers must (1) provide a current residential pickup account bill stub and a valid government-issued photo identification, such as a current Nevada driver's license, and (2) have no past due charges on their residential pickup account.

8.03 County Disposal. There shall be no charge to the County for its disposal of solid waste collected in the normal and customary course of official County business that is not in competition with Contractor or the Collection Franchise Agreement and is brought to the Laughlin Landfill in official County service vehicles. Notwithstanding the foregoing, for purposes of this Section 8.03, the term "County" excludes the Clark County Water Reclamation District and Contractor retains the right to charge the County for the disposal of construction or demolition waste and sludge. The term "sludge" means any wastewater of any type that is generated by a municipal,

commercial or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility, other than the treated effluent from a wastewater treatment plant.

8.04 Fees for Disposal at the Landfill. Contractor shall have the sole right to set and collect tipping fees for disposal of solid waste in the Laughlin Landfill, provided that in setting the tipping fees for disposal of solid waste at the Laughlin Landfill Contractor shall give due consideration to setting tipping fees which shall afford the Contractor the ability to recover the following:

- (i) Reasonable costs of operations and maintenance of the Laughlin Landfill; and
- (ii) Capital costs for the Laughlin Landfill; and
- (iii) A reasonable profit.

9. Surety Bond.

9.01 Surety Bond. Contractor shall at all times keep on file with the County Clerk a surety bond, cash, or its equivalent, in the amount of twenty-five thousand dollars (\$25,000.00) (the "Surety Bond") (to be in a form acceptable to the County) to insure proper maintenance and operation of the Laughlin Landfill in conformity with this Agreement. Any or all of the Surety Bond may be claimed by the County as payment for damages, costs, or expenses the County suffers or incurs by reason of any act or omission of the Contractor in connection with this Agreement or its enforcement, including failure to compensate the County within ninety (90) days such compensation is due.

10. Default by Contractor.

10.01 Default by Contractor. In order that the public health and safety shall not be endangered, in the event the Board of County Commissioners determines after a hearing and based upon clear and convincing evidence that the Contractor is in default under any of the provisions of this Agreement, the County shall give the Contractor written notice thereof, specifying the provisions of this Agreement under which the default has been determined to exist, and give the Contractor sixty (60) days within which to provide a plan to correct any such default. In the event Contractor does not provide a plan to correct any such default within said sixty (60) days, then the County may terminate this Agreement upon giving thirty (30) days written notice to the Contractor. If the County terminates this Agreement under this Section 10.01, the Contractor shall forfeit the Surety Bond deposited in conformity with Section 9.01.

10.02 Force Majeure. Should a breach of this Agreement result from an act of God, public enemy, terrorist act, or similar cause beyond Contractor's control as determined by a hearing by the Board of County Commissioners, the County shall have the right during such period to take over the operation and maintenance of the Laughlin Landfill, as the case may be, and the disposal of solid waste at the Laughlin Landfill, as the case may be, and to take possession of the land and equipment owned or leased by Contractor, and used by it in the performance of this Agreement. County shall be

reimbursed therefor by Contractor on a cost basis during the period of time that solid waste disposal service is performed by the County. However, such reimbursement shall not exceed One Hundred Twenty-Five percent (125%) of Contractor's costs for a like period of time immediately preceding the said breach, such like period of time to be based upon the entire period said breach shall continue, notwithstanding the fact that such collections by the County may not have commenced immediately upon the occurrence of said breach.

10.03 Administrative Personnel. In the event the County takes over the disposal of solid waste as provided in Section 10.02, Contractor agrees to manage the office, including the preparation and mailing of bills and the collection of accounts receivables with its administrative personnel and shall cooperate fully with County in facilitating the operation and maintenance of the Laughlin Landfill, as the case may be.

11. Liability Insurance

11.01 Liability Insurance. Not later than ten (10) calendar days after approval of this agreement by the Board of County Commissioners the Contractor shall furnish the County a policy or certificate of comprehensive general liability insurance with a minimum limit of One Million dollars (\$1,000,000.00) for bodily injury and property damage in which the County shall be named as an additional insured with the Contractor.

12. Indemnity

12.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, claims, demands, actions, or suits, resulting from Contractor's performance, its operations, its agents, employees or sub-contractors, or the failure of Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations, unless such claims, damages, or loss are directly attributable to the negligence or omission or unlawful act of the County or its officers, employees or agents.

13. Independent Contractor

13.01 Independent Contractor. Contractor is an independent contractor and not an employee of the County for any purpose.

14. No Third Party Beneficiaries

14.01 No Third-Party Beneficiaries. It is not intended by this Agreement to, and nothing contained in this Agreement shall create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the County with respect to third parties shall remain as imposed by Nevada law.

15. Transfers and Assignments.

15.01 Transfers. The Contractor may not transfer this Agreement to any other person without review and approval by the Board of County Commissioners. The Contractor must give written notice to the director of business license of its intent to transfer and assign the agreement and must name the intended transferee and assignee. The intended transferee and assignee must hold a valid county business license pursuant to Clark County Code Title 6 and submit the same information to the director of business license as is required for any applicant for a landfill agreement. Consent to a transfer and assignment by the Board of County Commissioners shall not be unreasonably withheld.

15.02 Assignments. The rights and privileges granted by this Agreement are not assignable, either voluntarily or by operation of law without the consent of the Board of County Commissioners, except that Contractor may assign the Agreement to other subsidiaries of Republic Services, Inc. without the approval of the Board of County Commissioners.

16. Nevada Public Records Law.

16.01 Nevada Public Records Law. Contractor acknowledges that information submitted to the County is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the Nevada Revised Statutes. Contractor is responsible for becoming familiar and understanding the provisions of the Nevada Public Records Law. Contractor may identify information, such as trade secrets, proprietary financial records, customer information, or technical information, submitted to the County as confidential. Contractor shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting the information to the County. The County shall treat any information so marked as confidential until the County receives any request for disclosure of such information. Within two (2) working days of receiving any such request, the County shall provide Contractor with written notice of such request, including a copy of the request. Contractor shall have two (2) working days within which to provide a written response to the County including a citation to the specific statute or other legal authority that makes the information, or a part thereof, confidential, before the County will disclose any of the requested confidential information.

17. Mutual Agreements.

The parties hereby mutually agree:

17.01 Time. Time is of the essence of this Agreement.

17.02 Entire Agreement. This Agreement, which includes the exhibits attached hereto:

- (i) Constitutes the entire agreement between the Parties with respect to the operation of the Laughlin Landfill and supersedes and takes the place of all prior contracts, understandings, representations, or warranties relating to the operation of the Laughlin Landfill,

including the 1987 Agreement and any amendments or modifications thereto, which shall have no further force or effect; and

- (ii) May not be amended unless such amendment is in writing and signed by both Parties to this Agreement. This subsection (ii) does not abrogate the requirements of Section 4.01 (v) requiring compliance with federal, state or local laws, as such laws may be amended from time to time.

17.03 Construction. Wherever possible, each term, covenant, and condition of this Agreement shall be interpreted in such manner as to be valid under applicable law. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each party has reviewed this Agreement and has had the benefit of legal counsel or the opportunity to consult with legal counsel prior to entering into this Agreement.

17.04 Waiver. A waiver by either party of any breach of any of the provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of, or be deemed to waive, any other or future breaches of the same or any other provisions hereof.

17.05 Severability. Should any section of this Agreement be rendered void, invalid, ineffective, or unenforceable by any court of competent jurisdiction, such a determination shall not render void, invalid, ineffective, or unenforceable the remainder of the terms.

17.06 Jurisdiction. This Agreement is made under and subject to laws of the State of Nevada. Any dispute arising under this Agreement shall be determined by a court of competent jurisdiction sitting in Clark County, Nevada, and will be construed in accordance with the laws of the State of Nevada.

17.07 Survival of Provisions.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, all of Franchisee's obligations under Sections 6.02, 7.04 and 12.01 of this Agreement.

17.08 Agreement and Prior Agreement Survival Requirements. The grant of this Agreement shall have no effect on the Contractor's duty under its prior agreement with the County to indemnify, defend, hold harmless and insure the County against acts or omissions occurring during the period that the prior agreement was in effect. The provisions of this Agreement relating to indemnification or which require performance subsequent to the expiration or termination of this Agreement shall survive such expiration or termination. Contractor is entitled to all of the rights and remedies it may have pursuant to its prior agreement with respect to its duty to continue to

indemnify, defend, hold harmless and insure the County. Contractor does not waive and is entitled to assert all defenses, claims and actions it may have against other parties while fulfilling its obligations under the prior agreement to indemnify, defend, hold harmless and insure the County.

17.09 Gender. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires.

17.10 Notices. All notices, requests, demands, or other communications hereunder shall be in writing, and shall be deemed to have been duly given as if delivered in person, when received by certified mail with return receipt requested, or otherwise actually delivered.

Notice to the County shall be sent to:

County Manager
Clark County
500 S. Grand Central Parkway
P.O. Box 551810
Las Vegas, NV 89155-1810

AND

Director
Clark County
Department of Business Licenses
500 S. Grand Central Parkway
P.O. Box 551810
Las Vegas, NV 89155-1810

Notice to Contractor shall be sent to:

Area President
Republic Dumpco, Inc.
770 East Sahara Avenue
Las Vegas, NV 89104

AND

General Counsel
Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054

Either party may change the address at which it receives written notice by so notifying the other party in writing.

18. Authority.

18.01 Authority. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

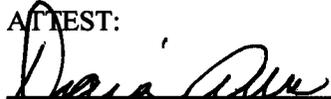
APPROVED this 6th day of October, 2009.

COMMISSIONERS CLARK COUNTY BOARD OF



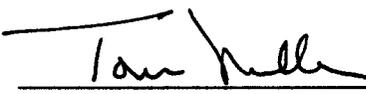
BY: _____
RORY REID, Chairman

ATTEST:



DIANA ALBA, County Clerk

REPUBLIC DUMPCO, INC.



BY: _____
TOM MILLER
Area President, Republic Dumpco, Inc.

APPROVED AS TO FORM:
DISTRICT ATTORNEY'S OFFICE

BY: 

MARK E. WOOD
Deputy District Attorney

EXHIBIT A

Form 1860-9
(January 1988)

The United States of America

To all to whom these presents shall come, Greeting:

Portion of - 264-08-000-001 Patent
N-39878

WHEREAS

County of Clark, a political subdivision of the State of Nevada

is entitled to a land patent pursuant to the Act of June 14, 1926, as amended
(43 U.S.C. 869 - 869-4), for the following described land:

Mount Diablo Meridian, Nevada

T. 32 S., R. 66 E.,
sec. 8, Lot 1.

Containing 47.21 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the County of Clark, a political subdivision of the State of Nevada, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the County of Clark, a political subdivision of the State of Nevada, its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way for ditches or canals by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945);
2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same under applicable law and regulations to be established by the Secretary of the Interior.

SUBJECT TO:

1. Valid existing rights;

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2. County of Clark, a political subdivision of the State of Nevada, its successors or assigns, shall comply with all federal and state laws applicable to the disposal, placement, or release of hazardous substances (substance is defined in 40 CFR Part 302);
3. The public land is recommended for conveyance in accordance with Section 211 of the Act of October 21, 1976 (43 U.S.C. 1713 and 1719) as amended, and with Section 3 of the Act of June 14, 1926 (43 U.S.C. 869 et seq.), as amended by the Recreation and Public Purposes Amendment Act of 1988. On April 15, 1986, a Recreation and Public Purposes lease was issued to Clark County for a Class I Solid Waste Disposal facility. The Laughlin Landfill has been receiving waste since 1987. A Land Transfer Audit (LTA) has been prepared by Converse Consultants. The LTA concluded that the lands involved contain only those quantities and type of hazardous substances consistent with household waste, or wastes from conditionally exempt small quantity generators and there is a reasonable basis to believe that the contents of the site do not pose a threat to human health or the environment. The Laughlin Landfill lands have been examined in accordance with Section 120(h) of CERCLA. No evidence or recorded information was found to indicate that any hazardous substance was stored for one year or more, disposed of, or released on the property.

By accepting this patent subject to the limitations established by law, the patentee, County of Clark, a political subdivision of the State of Nevada, agrees to indemnify, defend and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgment of any kind or nature caused by the patentee arising out of, or in connection with, the patentee's use, occupancy or operation on the patented real property. Notwithstanding, the County's ability to indemnify, defend or hold harmless the United States as set forth herein, Clark County agrees that as the lessee of the R&PP Lease N-39878, Clark County will be to the extent required by law, cleanup or remediate any solid waste or hazardous substances on the site, or perform any reclamation work, incident to the use of the site as a landfill. This covenant shall be construed as running with the patented real property, and may be enforced by the United States in a court of competent jurisdiction.

4. The above described land has been conveyed for utilization as a solid waste disposal site. Upon closure, the site may contain small quantities of commercial and household hazardous waste as determined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901), and defined in 40 CFR 261.4 and 261.5. Although there is no indication these materials pose any significant risk to human health or the environment, future land uses should be limited to those which do not penetrate the liner or final cover of the landfill unless excavation is conducted subject to applicable state and federal requirements;

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5. Provided, that the title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that the patentee has not substantially developed the lands in accordance with the approved plan of development on or before the date five years after the date of conveyance. No portion of the land shall under any circumstances revert to the United States if any such portion has been used for solid waste disposal or for any other purpose which may result in the disposal, placement, or release of any hazardous substance;
6. If, at any time, the patentee, or its successor in interest, transfers to another party title to, or control over, any portion of the land not used for the purpose(s) specified in the application and approved plan of development, the patentee shall pay the Secretary of the Interior, or his/her delegate, the fair market value, as determined by the authorized officer, of the transferred portion as of the date of transfer, including the value of any improvements thereon.

The grant of the herein described lands is subject to the following reservations, conditions, and limitations:

1. The patentee, or its successor in interest, shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and the requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
2. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
3. The patentee or its successor in interest will, upon request of the Secretary of the Interior or his/her delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
4. The reservations, conditions, and limitations contained in paragraphs 1 through 3 shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.

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5. The assurances and covenant required by sections 1 - 4 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances had been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

WHEN RECORDED RETURN TO:
Clark County RPM
500 S. Grand Central Pkwy 4th flr
Las Vegas, NV 89155
Attn: Krynn Williams

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in RENO, NEVADA, the TWENTY-THIRD day of JULY in the year of our Lord TWO THOUSAND and SEVEN and of the Independence of the United States the Two Hundred and Thirty-Second.

[SEAL]

By



Jim Stobaugh

Lands Team Lead

Natural Resources, Lands, and Planning

Patent Number 27 - 2007 - 0032

EXHIBIT B



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

N-39917
2800
IN REPLY REFER TO: (NY-053)

Las Vegas District Office
P.O. Box 26569
Las Vegas, Nevada 89126

RECEIVED
APR 17 1986

CLARK COUNTY PUBLIC WORKS

CERTIFIED MAIL NO. 13984
RETURN RECEIPT REQUESTED

DECISION

Clark County Department
of Public Works
c/o Senior Right-of-Way Agent
401 South Fourth Street
Las Vegas, Nevada 89101

:
: Right-of-Way
:
:
:

RIGHT-OF-WAY

Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761) a nonexclusive, nonpossessory right-of-way to: County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as the Holder.
2. The right-of-way is for the following purpose(s): construction, operation and maintenance of an access road to the Laughlin Sanitary Landfill (Recreation and Public Purposes Lease N-39878), being 2,640 feet in length and 50 feet wide, containing 3.03 acres more or less. ✓
3. The right-of-way crosses the following described public land: within the NE $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 9, T.32S., R.66E., M.D.M.

A map showing the location of the right-of-way is on file with the Bureau of Land Management, Las Vegas District Office (N-39917).

Section B

1. This right-of-way grant shall terminate 20 years from the effective date of this grant, unless prior thereto it is relinquished, abandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation.
2. This right-of-way grant may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and other terms and conditions deemed necessary to protect the public interest.

Exhibit "D"

3. This right-of-way grant may be relinquished. It is to the Holder's benefit to relinquish this right-of-way if it is no longer needed, since it will be subject to rental charges until it is either relinquished or declared abandoned, pursuant to 43 CFR 2803.4(c).
4. In case of change of address, the Holder shall immediately notify the Las Vegas District Manager, hereinafter referred to as the Authorized Officer.

Section C

1. This grant is subject to all valid rights existing on the effective date of this grant.
2. This grant is subject to all the applicable regulations contained in 43 CFR 2800.
3. This grant is subject to review after twenty years and at regular intervals thereafter not to exceed ten years.
4. There is reserved to the Authorized Officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
5. Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations authorized under this grant. The Authorized Officer shall approve a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect and fungus to be controlled; the method of application; the location of or storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1986, deadline for a fiscal year 1988 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
6. All construction activities shall be confined to the minimum area necessary and shall not exceed the width of the right-of-way granted herein. The exterior boundaries of the right-of-way shall be clearly flagged prior to any surface disturbing activities.

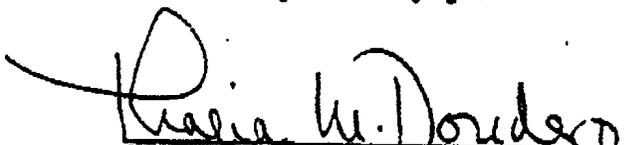
- 7. If cultural resources are discovered during operations under this grant, the Holder shall immediately bring them to the attention of the Authorized Officer. The Holder shall not disturb such resources except as may be subsequently authorized. Within two working days of notification, the Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect cultural resources discovered. The cost of data recovery for cultural resources discovered during operations shall be borne by the BLM unless otherwise specified by the Authorized Officer of the BLM. All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.
- 8. Holder shall file proof of construction within 90 days of completion of construction. Filing of proof of construction shall not exceed five years from the date of this grant in accordance with 43 CFR 2803.2(d).

Section D

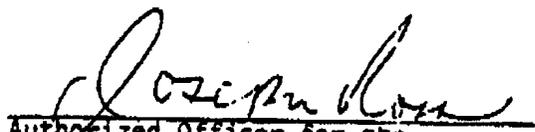
- 1. The effective date of this right-of-way grant is the date of execution by the Authorized Officer.
- 2. If the Holder violates any of the terms and conditions to this grant, the Authorized Officer, after giving written notice, may declare the grant terminated.

The undersigned agrees to all of the foregoing terms and conditions of this right-of-way grant:

The right-of-way grant is executed this 15th day of April, 1986.



 Authorized Officer for the
 County of Clark



 Authorized Officer for the
 Bureau of Land Management

08 APR 1986

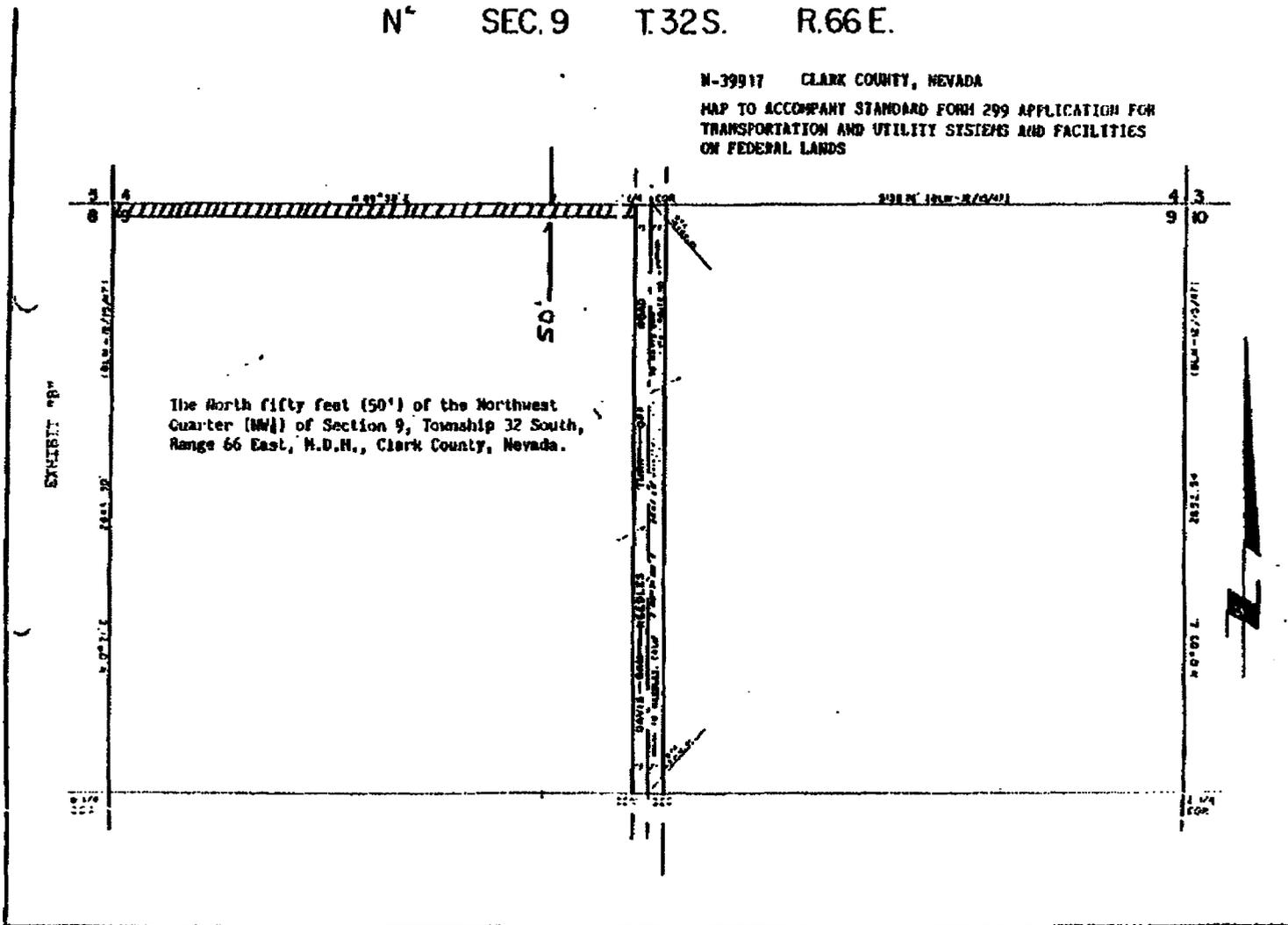
 (Date)

Las Vegas Office
 District Manager

 Acting

N^c SEC. 9 T. 32S. R. 66E.

N-39917 CLARK COUNTY, NEVADA
MAP TO ACCOMPANY STANDARD FORM 299 APPLICATION FOR
TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LANDS



Clark County Laughlin Area Township & Range

Clark County, Nevada

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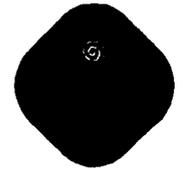


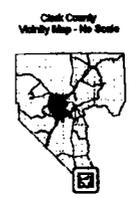
EXHIBIT C

Legend

- Major Streets
- Streets
- Township Section Range
- SCL Place
- Clark County
- ▨ Laughlin



Date: March 25, 2008



Clark County
Locality Map - No Scale

This information is for display purposes only. No liability is assumed as to the accuracy of this data-derived product.

