

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR PUENTE HILLS LANDFILL**

This Amended and Restated Joint Powers Agreement for Puente Hills Landfill (“**Agreement**”) is entered into by and between the **COUNTY OF LOS ANGELES** (“**County**”), on the one hand, and **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**”), each a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (collectively, “**District**”), on the other hand. The County and the District are jointly the “**Parties**” and individually each a “**Party**” for the purposes of this Agreement.

A. The Puente Hills Landfill (“**Landfill**”) encompasses approximately 1,365 acres of real property located in the unincorporated area of Los Angeles County (the “**Landfill Premises**”). A copy of the legal description of the Landfill Premises is attached as Exhibit 1 and incorporated herein, and a graphic depiction of the Landfill Premises is attached as Exhibit 2 and incorporated herein.

B. The Landfill is owned in fee simple by District No. 18 for the use and benefit of the District and various other County Sanitation Districts of Los Angeles County (collectively the “**Sanitation Districts**”) in accordance with the *Los Angeles County Sanitation Districts Joint Refuse Transfer and Disposal System Agreement*, dated April 8, 1970, as amended. The District began continuous operations at the Landfill in 1970 which continued until the Landfill was closed for the receipt of waste on October 31, 2013.

C. The Landfill operations were authorized by the County pursuant to a series of Conditional Use Permits (“**CUPs**”) including CUP No. 2235-(1), approved in 1983 (the “**1983 CUP**”), CUP No. 92-250(4), approved in 1994 (the “**1994 CUP**”), and CUP No. 02-027-04, approved in 2002 (the “**2002 CUP**”). The CUPs required the District to enter into an irrevocable agreement with the County to designate as open space in perpetuity those portions of the Landfill on which solid waste fill has been placed. This requirement was reiterated in Public Resources Code section 5600, Condition 14 of the 1994 CUP, and Condition 60 of the 2002 CUP, the latter of which provides that the open space be designated for recreational use and that the District provide all funding for the preparation of a park feasibility study, Puente Hills Landfill Park Master Plan approved by the Los Angeles County Board of Supervisors in October 2016 (“**Park Master Plan**”) and environmental documentation and reasonable funding for the development, operation and maintenance of the park to support future recreational use on certain areas of the Landfill Premises. As of the date of closure of the Landfill, approximately 602 acres of the Landfill Premises contain solid waste fill (the “**Fill Areas**”).

D. In conformance with Condition 21 of the 1983 CUP, the District and the County entered into a Joint Powers Agreement on April 28, 1987 (the “**1987 JPA**”). Since the execution of the 1987 JPA, law and regulations related to the operation and maintenance of landfills has changed, new CUPs were issued, the Landfill has closed, and the most recent amendment to the Puente Hills Landfill Final Postclosure Maintenance Plan, dated January 2020 was approved by the Local Enforcement Agency (Los Angeles County Department of Public Health) and CalRecycle in June 2020. References to the Puente Hills Landfill Final Postclosure Maintenance Plan, dated January 2020, as well as any future amendments or modifications thereto are referred to in this Agreement as the “**PCM Plan**”.

E. In accordance with the terms, provisions, and requirements of the PCM Plan and the District’s obligations to CalRecycle, the District is limited in budget on certain recurring and ongoing costs, including, without limitation, those cost categories and amounts listed on Table 9-1 of the PCM Plan.

F. The District and the County, in resolving all disputes related to the funding of the Park (defined below), have entered into that certain settlement agreement (the “**2021 Settlement Agreement**”) and now intend to reaffirm and restate their intentions for the Park and the District’s continued implementation of, and compliance with, the PCM Plan.

G. In accordance with Public Resources Code section 5600, the conditions of the 1983 CUP, the 1994 CUP, the 2002 CUP, the 1987 JPA, the 2021 Settlement Agreement, and as described in the PCM Plan, the County intends to use certain areas of the Landfill Premises, including portions of the Fill Areas, as well as portions of the Landfill Premises that do not contain solid waste fill (the “**Non-Fill Areas**”) to construct, maintain and operate a public recreational park (the “**Park**”).

H. The County intends to cooperate with the District and in the District’s implementation of, and compliance with, the PCM Plan, and the District intends to cooperate with the County in the County’s development, use, operation, and maintenance of the Park for public use and enjoyment and for the public benefit.

I. Section 4 of the 2021 Settlement Agreement delineates the full and final required payment by the District for development, maintenance, and operation of the Park. The District has agreed to maintain certain services, as further described in this Agreement below.

J. Pursuant to the *Sanitation Districts Solid Waste Management System Agreement*, dated February 21, 1996 (the “**Solid Waste Agreement**”), District No. 2 has the authority to enter into this Agreement and fulfill all obligations hereunder on behalf of all Sanitation Districts that are parties to the Solid Waste Agreement.

The Parties therefore agree as follows:

1. **Effective Date.** This Agreement shall become effective as of the date when the last Party has signed (the “**Effective Date**”).

2. **Recitals.** The recitals set forth in Sections A through J above, including all definitions and exhibits contained and referenced therein, are expressly incorporated as terms of this Agreement.

3. **Settlement Agreement.** The terms and conditions of the 2021 Settlement Agreement are not intended to conflict with any of the conditions of this Agreement. If there is any inconsistency or conflict between the terms of this Agreement and the terms of the 2021 Settlement Agreement, this Agreement shall control and prevail.

4. **Property Occupancy Documents.** The Parties agree that the District will grant the County rights to all areas of the Landfill Premises planned for future Park use in phases upon written request by the Director of the County Parks and Recreation (the “**Park Director**”), substantially similar to the phases of development described in the Park Master Plan, with the exception that in instances where rights are granted for a Park area that encompasses some or all of one or more of the Landfill Deck areas (as depicted on Exhibit 2), then the entire Deck area(s) will be conveyed in one Property Occupancy Document (as defined below) to the County. The specific terms, conditions, and provisions of these grants will be set forth in future agreements, which may include, without limitation, leases, licenses, easements, or other agreements, documents, or instruments as reasonably agreed to by the Parties (collectively the “**Property Occupancy Documents**”). The areas to be covered by the Property Occupancy Documents are generally depicted on Exhibit 2 and are described in further detail in Section 4A below. The County shall not have the right to use, occupy, or enter upon any portion of the Park area(s) not covered by a

Property Occupancy Document unless and until the County has executed and delivered to the District an entry agreement in form and content agreed upon by County and the District. The County's rights to the Park area(s) will be non-exclusive, but the District must obtain the County's written approval before encumbering any of the Park area(s) with any future contracts, agreements, licenses, or other instruments that may have the potential to interfere with Park use. The Parties acknowledge that the Property Occupancy Documents are intended to comply with, implement and complete all terms, conditions, intentions and approvals required under the 1983 CUP, the 1994 CUP, the 2002 CUP and the 2021 Settlement Agreement and Public Resources Code section 5600 related to exclusive and non-exclusive rights of certain portions of the Landfill Premises for Park uses. The Parties agree to negotiate in good faith and intend to execute the Property Occupancy Documents as soon as possible following the request(s) by the Park Director discussed above. The Property Occupancy Documents will contain certain customary terms, conditions, and provisions (collectively, the "**Provisions**"), including, without limitation, the Provisions set forth in Sections 4A and 4B below:

A. Areas Covered by the Property Occupancy Documents. The Property Occupancy Documents will address and include the following areas of the Landfill Premises. The rights and obligations of the Parties set forth in this Section 4A are subject to the terms and conditions set forth in the Property Occupancy Documents.

(1) Fill Areas. Pursuant to the terms of Section 6A, below, upon request by the Park Director, the District will grant to the County non-exclusive use of the Fill Areas shown in Exhibit 2 for the Park. The County acknowledges the need for the District to continue post closure maintenance and other regulatory required activities in the Fill Areas in accordance with the requirements of the PCM Plan. Park improvements shall be constructed by the County 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 post closure maintenance and other regulatory required activities, as more particularly described in below.

(2) Landfill Access Road and Landfill Service Roads. The District has constructed a road for the purposes of accessing the Landfill, as depicted on Exhibit 2 ("**Landfill Access Road**"), and access and service roads for Landfill maintenance (collectively, the "**Landfill Service Roads**"). The Landfill Service Roads are secondary, service, or maintenance roads located throughout the Landfill Premises. The County acknowledges that the Landfill Service Roads are not, and shall not be, regularly maintained or repaired by the District (except only as provided in Section 5C below), and are not, and shall not be, graded, maintained or paved in a manner that is suitable for public access or use by passenger vehicles. The County, its employees and contractors shall be permitted to use the Landfill Service Roads in their existing condition solely for (a) access by County employees and contractors to various locations of the Park and (b) access by County employees and contractors in order to provide safety and emergency services to Park invitees. Other than County employees and contractors, the County shall not permit any person or entity (including, without limitation, public invitees) to access or use the Landfill Service Roads, except only as provided in this Section 4A(2) below. The District makes no representations or warranties regarding the suitability and condition of any Landfill Service Roads and 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. The County intends to construct an internal circulation road for the Park partially from the currently existing Landfill Access Road at its sole cost, liability and expense which will include a "**Connector Road Segment**" and the road collectively will become known as the "**Park Loop Road**". Upon request by the Park Director, the District will grant to the County the non-exclusive right to re-purpose and expand the existing Landfill Access Road for the benefit of access to the Park for Park users and Park personnel and to provide safety and emergency services to Park users. Further discussion regarding responsibility for improvement or maintenance of these features is described in Sections 5C and 6B below.

(3) Operations Building Area. In the Property Occupancy Documents, the District will grant to the County exclusive use of approximately 0.48 acres of Landfill Premises containing a single-story masonry building and associated parking areas (the “**Operations Building Area**” as shown on Exhibit 2). The County shall use the Operations Building Area for the direct benefit of the Park. The County will have the right to modify, expand, and demolish/rebuild the existing masonry building and associated parking areas to meet its Park needs. The District shall reserve rights of entry into the Operations Building Area to conduct post closure maintenance and other regulatory required activities, as more particularly described below. Responsibility for costs associated with certain utilities for the Operations Building Area is described below.

(4) Operations Trailer Area. In the Property Occupancy Documents, the District will grant to the County exclusive use of approximately 0.36 acres of Landfill Premises containing a former landfill mobile office trailer, mobile restroom trailer, and associated parking areas (the “**Operations Trailer Area**” as shown on Exhibit 2). The County shall use the Operations Trailer Area for the direct benefit of the Park. The County will have the right to modify, expand, and demolish/rebuild the mobile office trailer, mobile restroom trailer, and associated parking areas to meet its Park needs. The District shall reserve rights of entry into the Operations Trailer Area to conduct post closure maintenance and other regulatory required activities. Responsibility for costs associated with certain utilities for the Operations Trailer Area is described below.

(5) Other Non-Fill Areas. In the Property Occupancy Documents, the District will grant to the County non-exclusive rights to build improvements, at the County’s sole cost and expense, on other Non-Fill Areas as shown on Exhibit 2, identified as “Entrance Area,” “Flares Site Area,” “Nike Hill Area,” “Buttress Area,” “County Trails,” and “Trail Adjacent Area”. The precise boundaries and acreage of each of the Non-Fill Areas will be described in the Property Occupancy Documents. All improvements constructed by the County on Non-Fill Areas are to be exclusively used for Park purposes. The County shall be required to obtain all Land Use Entitlements (as that term is defined below) for use of the Non-Fill Areas. The County’s use of the Non-Fill Areas shall not in any way impede or impair the District’s ability to comply with the PCM Plan or to conduct post closure maintenance and any other required regulatory activities, as more particularly described below.

B. Restricted Areas. For the purpose of this Agreement and the Property Occupancy Documents, the term “**Restricted Areas**” means all portions of the Landfill Premises other than those for which the County has a written, exclusive or non-exclusive right to use from the District pursuant to any Property Occupancy Document(s). The County shall install safety and informational signage to help with the goal of preventing County employees, agents, representatives, contractors, subcontractors, invitees, licensees, or any members of the public from entering into the Restricted Areas, the Landfill Service Roads, damaging the Environmental Control Systems (defined below), or impeding or impairing the District’s postclosure maintenance obligations under the PCM Plan or its access to the Landfill Premises.

5. District’s Responsibilities. Pursuant to the terms and conditions set forth in the Property Occupancy Documents, the District will undertake the responsibilities set forth below in this Section 5.

A. Construction and Operation. The District shall construct, operate, maintain, repair or replace improvements in the Landfill Premises necessary to comply with the requirements of Title 27 of the California Code of Regulations (“**27 CCR**”), the PCM Plan and any and all other laws and regulations that may be applicable, including but not limited to the following facilities, which together are referred to herein as the “**Environmental Control Systems**”:

- (1) Landfill gas systems and energy recovery facilities;

- (2) Water quality protection and monitoring systems;
- (3) Final cover and stormwater conveyance systems, including maintenance and repair of Landfill slopes; and
- (4) Any other environmental control measures or facilities, as determined by the District's Chief Engineer and General Manager ("**Chief Engineer**") to be necessary to comply with environmental laws and regulations during the postclosure maintenance period of the Landfill, subject to Section 6G below.

(5) The District's responsibilities with respect to the PCM Plan and Environmental Control Systems are superior to any rights of the County in the Landfill Premises or under the Property Occupancy Documents, and the County shall not object to, disturb, disrupt, or interfere with any District efforts in connection with the implementation of the PCM Plan and the construction, operation, maintenance, repair or replacement of the Environmental Control Systems or any other improvements necessary to comply with Landfill postclosure regulatory requirements, including, without limitation, any requirements under the PCM Plan.

B. Utilities. In accordance with the terms, provisions and financial requirements set forth in the 2021 Settlement Agreement and the PCM Plan, the District shall pay the recurring service and usage costs of currently installed and operating utilities servicing the Landfill Premises including services for electrical, recycled water, sewer, septic, and potable water at levels of service existing as of the date of this Agreement. Additionally, at the Operations Building Area and the Operations Trailer Area, the County shall have access and the right to continue use of existing connections to all such utilities, including the ability to expand connections to such utilities arising from more intensive use of the Operations Building Area or the Operations Trailer Area due to Park use. The periodic or monthly service charges associated with providing utility service at the Operations Building Area and the Operations Trailer Area would be at the District's expense, including the service charges associated with expanded utility services for these two areas. The right of the County to expand existing utilities at the Operations Building Area and the Operations Trailer Area with the District paying the periodic or monthly service charges does not include expansion of utilities at the Operations Building Area or the Operations Trailer Area to serve other Park infrastructure such as the proposed trail lift or a lighting system installed by the County at any Park area, including the Park Loop Road. Any costs associated with establishing a new or additional connection or any physical extension or expansion of an existing connection, including, without limitation, infrastructure extensions, physical expansion costs, new connection and meter fees, and all other related infrastructure costs will be paid solely by the County.

C. Alignment, Grade, and Settlement Repair to Roads. The District shall make alignment, rough grade, and settlement repairs to the Landfill Access Road (portions of which will become the Park Loop Road) and the Landfill Service Roads, and the Park Loop Road, including the Connector Road Segment, in order to maintain adequate storm water drainage and slope stability. The District shall maintain the Entrance Road as identified on Exhibit 2 at a level suitable for safe travel by passenger vehicles at its sole cost and expense, including without limitation surface repairs and improvements.

D. Landscaping, Irrigation, Brush Clearance. The District shall maintain the District's installed landscaping, irrigation, and brush clearance activities on the Landfill Premises consistent with the levels existing as of the Effective Date as required by the PCM Plan and pursuant to 27 CCR, Division 2, Chapter 4.

E. Environmental Control System and Infrastructure. The District will, at its

discretion, construct, repair, replace or expand any Environmental Control Systems, or any other infrastructure or improvements required to implement the PCM Plan and/or ensure compliance with all related regulatory permits and requirements. Whenever possible, and except in the event of emergencies 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 or expansion of any Environmental Control Systems that may impact Park improvements to discuss the proposed action and shall avoid interference with such improvements to the extent reasonably practicable.

F. Regulatory Permits. The District will implement the PCM Plan and all associated requirements pursuant to 27 CCR, Division 2, Chapter 4. Additionally, the District is responsible for all other regulatory permits relating to the District's operation and maintenance of the Landfill Premises pursuant to the PCM Plan. If and when the PCM Plan is amended or modified in the future, the District shall notify the County as soon as possible and provide the County with copies of such amendments or modifications. Notwithstanding any other provision in this Agreement, the County will not be responsible for any amendments or modifications of the PCM Plan of which the District has not notified the County.

G. Notice of Maintenance. In addition to the inter-agency communication required by Section 8, the District shall notify the County as soon as practicably possible prior to performing any non-routine maintenance that has the potential to substantially impact development, use, operation, or maintenance of Park facilities unless codified regulations or an imminent risk to public health, safety, and welfare do not allow for such notice.

H. District Security. The District shall maintain the following security measures that exist as of the Effective Date: use of existing security cameras in the current locations, security lighting, employment of a part-time security guard who patrols certain areas of the perimeter of the Landfill Premises and employment of a park ranger service that patrols certain hiking trails within the Landfill Premises as well as various areas of the perimeter of the Landfill Premises; provided, however, the County acknowledges that the District intends to remove certain security equipment, including, without limitation, security lighting, at or near the Entrance Area (as identified on Exhibit 2) upon the County's commencement of construction at the Entrance Area. The County shall be responsible for security associated with Park use consistent with Section 6J below.

6. County's Responsibilities. Pursuant to the terms and conditions set forth in the Property Occupancy Documents, the County will undertake the responsibilities and agree to the provisions set forth below in this Section 6.

A. County Improvements. Subject to Section 6C, the County may plan, design, construct, operate, maintain, repair or replace recreational improvements within and conduct or permit Park activities to be conducted on the areas covered by the Property Occupancy Documents at its sole cost and expense, but only if such plans, designs, construction, operation, maintenance, repair, replacements, improvements and activities: (1) do not impair or impede in any way the District's ability to implement and comply with the requirements of the PCM Plan and operate, expand and maintain the Environmental Control Systems; (2) do not impair or impede in any way the District's ability to protect the public health, safety, and welfare; and (3) do not interfere with or impede in any way the District's use of, or access to and from, the Landfill Premises.

B. Road Repairs and Improvements. Upon the commencement of Park construction, the County shall be responsible for any and all surface repairs or improvements including, without limitation, surfacing, finish grading, and striping to the Operations Trailer Area Access Road as depicted on Exhibit 2 and the Landfill Access Road (portions of which will become the Park Loop Road) and all other Park roads open to the County's public invitees to the Park. The County will make

improvements to the Landfill Access Road (portions of which will become the Park Loop Road) in coordination with the District's Chief Engineer to ensure that such improvements do not in any way impact or affect the Environmental Control Systems, the District's activities in connection with the PCM Plan, or the District's access to or from the Landfill to perform its obligations under the PCM Plan, as more particularly described in the Property Occupancy Documents.

C. California Environmental Quality Act. Prior to considering, approving or implementing any "Project," as that term is defined in California Public Resources Code Section 21065, on the Landfill Premises, the County shall comply with all provisions of the California Environmental Quality Act ("CEQA"), and shall serve as the lead agency under CEQA for any County projects proposed for the Park. The County shall indemnify, defend, and hold harmless the District and all other County Sanitation Districts of Los Angeles County and their respective directors, officers, members, employees, agents, attorneys, successors, assigns, and affiliates (collectively, the "**Indemnified Parties**" or individually an "**Indemnified Party**") from and against any claims, actions, liabilities, or damages (including attorney fees and costs) arising out of or relating to any CEQA actions that may be filed against the District or where the District is named for such County projects. The foregoing indemnity survives the termination or expiration of this Agreement or any of the Property Occupancy Documents.

D. Approvals. The County is responsible, at its sole cost and expense, for securing all necessary, requisite and required permits, entitlements and land use authorizations including, without limitation, any required approvals and clearances from CalRecycle, all regulatory permits, including without limitation, any required approvals and clearances from the Regional Board (defined below), CEQA or environmental permits, all general plan and zoning clearances, all building, use and occupancy permits and any other legal clearances and approvals (collectively, the "**Land Use Entitlements**") relating to its exclusive or non-exclusive use of the Landfill Premises. The County shall consult with and obtain prior written approval of the District's Chief Engineer which shall not be unreasonably withheld, delayed, or conditioned prior to initiating permitting or construction activities. The District's Chief Engineer shall have the right to withhold approval of the County's right to any Land Use Entitlements which may in any way impact or affect the Environmental Control Systems, which may increase any of the District's cost obligations under the PCM Plan and this Agreement, or which may impact or affect the District's access to or from the Landfill to perform its obligations under the PCM Plan, as more particularly described in the Property Occupancy Documents. Upon discovery of any cost increases or potential cost increases to the District's PCM Plan obligations, the District will notify the County with documentation, and the Parties will meet and confer. If both Parties agree that the increased costs are due solely to County activities, the County will then take steps, to be determined entirely in the County's discretion, to eliminate the cost increase. The District shall not be obligated to contribute to payment of any cost increase associated with the District's PCM Plan obligations. The District shall sign any applications or documents, in its capacity as the landowner of the Landfill Premises, as is necessary to assist the County with the Land Use Entitlements.

(1) If the District determines that any activity proposed by the County is subject to an existing regulatory permit, any requirement under the PCM Plan, or other requirement placed on the District by a federal, state, or local governmental agency, then the District, with the Park Director's written approval, may either:

a) Obtain, at the County's cost, all requisite regulatory clearances and approvals for the activity; or

b) Direct the County to obtain, at the County's cost, all requisite regulatory clearances and approvals for the activity, subject to prior approval of the related change by the District.

(2) The County shall obtain all other approvals necessary for the construction and operation of the Park.

(3) The County shall not accept any permit condition that may restrict the District's operations and maintenance responsibilities, including, without limitation, those obligations outlined in the PCM Plan and any activities necessary to maintain and improve the Environmental Control Systems without the prior written approval of the District's Chief Engineer which approval may be withheld in the District's Chief Engineer's sole and absolute discretion.

E. Revenues and Expenditures. The County may charge fees to the public for recreational use of the Park to offset costs for maintenance, operations, and other Park related expenses. All revenue derived from recreational use of the Park will be collected by the County. Notwithstanding Condition 60.a of the 2002 CUP, the County shall not charge the District, or any of the other County Sanitation Districts of Los Angeles County, its employees, consultants, agents, and/or customers for the use of or access to or from any portion of the Landfill Premises for the purpose of conducting District-related business, including, without limitation, conducting post closure maintenance and other regulatory required activities.

F. Final Cover. The final cover design that has been approved by the Los Angeles Regional Water Quality Control Board (the "**Regional Board**") relies, in part, on adequate vegetation that meets certain performance criteria. In addition, the CUPs specify that various portions of the Landfill Premises be planted with certain types of plants (e.g. natives or ornamentals). Any changes proposed by the County to the vegetation or irrigation systems on Fill Areas will require the prior written approval of the District's Chief Engineer (which approval will not be unreasonably withheld, delayed, or conditioned), the Regional Board, and any other appropriate regulatory agencies.

G. Trails. The County shall ensure that County recreational trails on the Landfill Premises are clearly and appropriately marked. The District has the right to install any and all signage for the protection of the Landfill Premises, for the health, safety or welfare of the public, and for the District's activities at the Landfill Premises. The District reserves the right to use and/or cross over the trails in District vehicles for the purposes of construction, operation, maintenance, repair or replacement of the Environmental Control Systems or for any other purpose necessary to the District ownership and management of the Landfill Premises.

H. Removal/Restoration of County Park Improvements. The County is aware of the District's responsibilities specified in the PCM Plan and pursuant to 27 CCR, Division 2, Chapter 4, including the maintenance of the Environmental Control Systems. Prior to the District performing any of its postclosure maintenance obligations which may have the potential to interfere with Park improvements, the Parties shall meet and confer in good faith to discuss and develop coordination plans for any alterations to Park improvements. Notwithstanding the foregoing, if the District determines that such maintenance work must be done on an emergency basis to prevent imminent risk to public health, safety and welfare, then the District may perform such activities without meeting and conferring with the County. The County shall be responsible, at its sole cost and expense, to relocate and/or restore any Park improvements.

I. No Changes to District Systems. The County shall not make any changes or alterations to the Environmental Control Systems except upon the prior written approval of District's Chief Engineer (which approval may be withheld in the District's Chief Engineer's sole and absolute discretion) and applicable regulatory agencies. Changes to the Environmental Control Systems include, but are not limited to, scraping, digging, trenching, excavating, grading, and amending the final cover of the Landfill. Changes to the Environmental Control Systems do not include Park routine maintenance or emergency repairs.

J. Safety and Security. The County shall be responsible for all security measures for the Park excluding those the District is providing pursuant to Section 5H, including the use of law enforcement personnel or park rangers. The County shall install safety and informational signage to help with the goal of preventing County employees, agents, representatives, contractors, subcontractors, invitees, licensees, or any members of the public from entering into Restricted Areas, damaging the Environmental Control Systems, or impeding or impairing the District's postclosure maintenance obligations under the PCM Plan or its access to the Landfill Premises. If the District becomes aware of three (3) or more incursions by the County's public invitees onto the Excluded Areas (as defined on Exhibit 2), excluding trails open to the public on the Excluded Areas, in a calendar month, then, within 30 days after request from the District, the County and the District shall meet and confer in good faith to discuss the incursions, and the County shall develop plans to help reduce incursions. If the incursions continue at three (3) or more in the following calendar month, the County shall continue working to reduce incursions with the goal of reducing the number of incursions.

K. Subject to Existing Prior Rights. The County's rights of use and access to the Fill Areas, the Landfill Access Road (portions of which will become the Park Loop Road), Landfill Service Roads, and Non-Fill Areas are non-exclusive and subject to existing agreements, licenses, easements, and other encumbrances, including, without limitation, all Existing Conditions (as defined below), permits, Regional Board requirements, and the PCM Plan.

L. Compliance With all Laws. The County shall comply with all laws, regulations, codes, ordinances, and regulatory or administrative orders of any kind that apply to the Landfill Premises, as well as all covenants, conditions, restrictions, easements, and exceptions of record, including, without limitation, those exceptions that are set forth in the Condition of Title Guaranty, dated July 9, 2021, prepared by Commonwealth Land Title Insurance Company concerning the Landfill Premises, a copy of which has been provided to the County (collectively, "**Existing Conditions**").

M. Other Provisions. The Property Occupancy Documents will contain various additional provisions, including, without limitation, customary indemnities, insurance requirements for the County, default and remedies sections, additional repair, maintenance, and replacement obligations, payment of possessory interest taxes, signage rights and covenants, entry and inspection rights in favor of the District, prohibitions on the right to assign or sublease, casualty and condemnation language, and environmental covenants and indemnities.

7. Notice.

A. The addresses for notice for each of the Parties are as follows:

If to the District:

County Sanitation District No. 2 of Los Angeles County
Attn: Raymond L. Tremblay, Head, Facilities Planning Department

By Hand Delivery or Overnight Mail:

1955 Workman Mill Road
Whittier, CA 90601
(562) 908-4288, ext. 2701
rtremblay@lacsdc.org

By U.S. Mail:

P.O. Box 4998
Whittier, CA 90607

If to the County:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue
Building A-9 West, 3rd Floor - Unit #40
Alhambra, California 91803
Attn: Director Norma E. Garcia-Gonzalez
negarcia@parks.lacounty.gov

B. All notices must be sent by U.S. Mail or nationally-recognized overnight courier and may be supplemented by fax, email, or other reasonably reliable method of written notice. The Parties may change the location of notice at any time by using the most recently acceptable location and method of notice for the other Party.

8. **Inter-Agency Communication.**

The District and the County shall meet no less than quarterly, or more often if needed, in order to discuss development, operation, and maintenance activities on the Landfill Premises. Such discussions shall include, but are not limited to, scheduled special Park events and activities; scheduled and/or routine maintenance at the Landfill Premises; issuance of any new permits or agreements related to additional uses on the Landfill Premises that may impact Park use, operations, or maintenance; any proposed amendments to the PCM Plan; appropriate contacts for emergency communication; security at the Landfill; Landfill incursions as described in Section 6J above; and all other activities at the Landfill Premises with the potential to disrupt or interfere with the District's implementation of, and compliance with, the PCM Plan, or the County's development, use, operation, and maintenance of a Park.

Additionally, the District shall notify the County as soon as practicably possible regarding any emergencies that arise on the Landfill Premises with the potential to substantially interfere with Park use. The District's obligation to notify the County as provided in the immediately preceding sentence applies only to any emergencies of which the District has actual knowledge (without any obligation of investigation or inquiry). The County shall notify the District as soon as practicably possible regarding any emergencies that arise on the Landfill Premises with the potential to interfere with the District's implementation of, and compliance with, the PCM Plan. The County's obligation to notify the District as provided in the immediately preceding sentence applies only to any emergencies of which the County has actual knowledge (without any obligation of investigation or inquiry).

9. **Indemnification.**

A. The County shall indemnify, defend, and hold harmless the District and all other County Sanitation Districts of Los Angeles County and their respective directors, officers, members, employees, agents, attorneys, successors, assigns, and affiliates (collectively, the "**Indemnified Parties**" or individually an "**Indemnified Party**") from and against any and all claims, liabilities, losses, injuries, causes of action, suits, damages, fees, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") arising from or related to: (i) the negligence or any act or omission, whether intentional or unintentional, of the County, its employees, agents, representatives, contractors, subcontractors, licensees, or public invitees (collectively, the "**County Parties**") at, on, or under the Landfill Premises except for the areas identified as "Excluded Areas" in the attached Exhibit 2 map ("**Indemnified Area**") which areas are excluded from the Indemnified Areas if and only if the Claims arise solely as a result of a County invitee entering the Excluded Area on foot; (ii) a default or breach on the part of County under any of the Property Occupancy Documents or this Agreement; (iii) any violation of applicable laws, regulations, codes or ordinances or Existing Conditions by any of the

County Parties at, on, or under the Indemnified Area; (iv) excessive use of force by Los Angeles County Sheriff associated with use or occupancy of the Indemnified Area by any County Party; (v) any environmental contamination directly attributable to the County's use of the Indemnified Area; (vi) the District's execution of any applications or documents in connection with the County's Land Use Entitlements related to the Park; or (vii) the occupancy or use of the Indemnified Area, including the District's grant of use of Non-Fill Areas for Park purposes (or any portion thereof) or any activities conducted thereon by the County or any of the County Parties. In the event any action or proceeding is brought against an Indemnified Party, by reason of any of the foregoing matters, the County shall, upon written notice from the Indemnified Party, defend that Indemnified Party, at the County's sole expense, by counsel selected and approved by such Indemnified Party. The Indemnified Party need not have first paid any such claim in order to be defended or indemnified. The foregoing indemnity survives the expiration or termination of this Agreement or any of the Property Occupancy Documents. The County shall not indemnify, defend and hold harmless the Indemnified Parties for any Claims arising from or related to the negligence or any act (excluding intentional acts) or omission of the County Parties at, on or under that portion of the Landfill Premises depicted on Exhibit 2 as the Puente Hills Landfill Native Habitat Preservation Area. The foregoing indemnity does not alter, amend, affect, or in any way limit the indemnity provisions in the current license agreements concerning equestrian and hiking trails on the Landfill Premises between the Parties, including, but not limited to, in the Excluded Area or the Puente Hills Landfill Native Habitat Preservation Area.

B. To the fullest extent permitted by law, District shall indemnify, defend and hold harmless the County and its elected and appointed officers, employees, agents, representatives and volunteers ("**County Indemnitees**") from and against any and all liabilities, damages of any kind (including without limitation personal injuries, property damages, special and consequential damages), losses, demands, claims, actions, fees, costs and expenses, including without limitation reasonable attorneys' fees, expert fees and expenses of any nature whatsoever arising out of or related to: (i) the District's employees, consultants, contractors, vendors, invitees, agents, and representatives use of, or acts, omissions or negligence concerning the Park; and/or (ii) this Agreement, except for any such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. In the event any action or proceeding is brought against a County Indemnitee(s), by reason of any of the foregoing matters, the District shall, upon written notice from the County Indemnitee(s), defend that County Indemnitee(s), at the District's sole expense, by counsel selected and approved by such County Indemnitee(s). The County Indemnitee(s) need not have first paid any such claim in order to be defended or indemnified. The terms of this Section 9 shall survive the termination or expiration of this Agreement.

10. **Assignment.**

The County shall not transfer, convey, sell, or assign its rights under this Agreement except with the express prior written consent of the Chief Engineer, which consent may be withheld in the Chief Engineer's sole and absolute discretion. Any permitted transfers, conveyances, sales, or assignments will be made expressly subject to all terms and conditions of this Agreement. Nothing in this provision shall prohibit the County from contracting with or permitting third-parties to provide or receive Park-related services.

11. **Integration.**

This Agreement and the 2021 Settlement Agreement constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties between the Parties, whether oral or written, past or contemporaneous, other than those set forth herein or herein provided for. This Agreement supersedes any and all previous negotiations, arrangements, agreements and understandings,

if any, between the Parties with respect to the County's use of the Landfill Premises, and no prior agreement or verbal understanding will be used to interpret or construe this Agreement with the exception of the already-existing Los Angeles County Trail License Agreements, as amended, that have been executed by and between District No. 2 and the County. This Agreement may not be changed or terminated orally, but may only be waived, changed or terminated by a writing signed by the Parties or Party against whom enforcement of any waiver, change or termination is sought.

12. **Compliance with 2002 CUP and Section 5600.**

Except as otherwise provided in this Agreement and in the 2021 Settlement Agreement to the contrary, all conditions of approval of the 2002 CUP and Public Resources Code section 5600 shall continue to apply.

13. **Term.**

The term of this Agreement shall continue until the date that the District's Landfill postclosure maintenance requirements as specified in the PCM Plan are complete. No less than 10 years prior to the completion of the PCM Plan, the Parties shall meet and confer as to the future plans of the Landfill Premises, and the District shall grant the right of first refusal to the County to ensure the continued operation of the Park after the postclosure maintenance requirements are complete, and offer the right of first refusal to the County to certain other portions of the Landfill Premises. The terms and conditions of a right of first refusal shall be negotiated between the Parties at that time.

14. **Consultation with Counsel.**

The Parties hereto hereby represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connection with the preparation of this Agreement, that each of them has read and understood the provisions of this Agreement and is fully aware of the contents and legal effect thereof. Each and every provision of this Agreement has been independently, separately and freely negotiated by the parties as if this Agreement were drafted by all Parties. The Parties, therefore, waive any statutory or common law presumption which would serve to have this Agreement construed in favor of, or against, any Party.

15. **Governing Law.**

This Agreement shall be governed by and construed according to the laws of California.

16. **Counterparts.**

This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.

17. **Further Actions and Instruments.**

The parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

18. **Severability.**

If one or more of the provisions contained in this Agreement shall for any reason be held to be

invalid, illegal, or unenforceable in any respect by a court, arbitrator or administrative agency having jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. **Amendments**

Any amendments to this Agreement must be in writing and signed by all Parties. The authorized representative for the County for purposes of amending this Agreement shall solely be the Park Director.

20. **Attorneys' Fees.**

If legal action is brought by either Party against the other for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement, the Parties shall each bear their respective costs and attorneys' fees related to the preparation and negotiation of this Agreement and the enforcement of this Agreement.

21. **No Waivers.**

The failure of any Party hereto to enforce any condition or provision in this Agreement at any time shall not be construed as a waiver of that condition or provision unless such waiver is in writing and signed by the waiving Party, nor shall it forfeit any rights to future enforcement thereof.

22. **Delegation to Chief Engineer.**

The District's Chief Engineer, 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 Agreement.

23. **Delegation to Park Director.**

The Park Director, or his/her Chief Deputy, is authorized to take all actions on behalf of the County in connection with any approvals, consents, or actions required of or by the County under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date affixed by their signature.

ATTEST:

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

Secretary

By: _____
Chairperson, Board of Directors

Date: _____

ATTEST:

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

Secretary

By: _____
Chairperson, Board of Directors

Date: _____

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP


By: _____
District Counsel


COUNTY OF LOS ANGELES,
a body corporate and public

COUNTY OF LOS ANGELES,
a body corporate and public

DEPARTMENT OF PARKS AND RECREATION

FESIA A. DAVENPORT
Chief Executive Officer

By: 
Norma E. Garcia-Gonzalez
Director

By: 
Joseph M. Nicchitta
Chief Operating Officer

Date: 12/2/2021


Date: 12/7/2021

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

THE SOHAGI LAW GROUP, PLC

By: 
Casey Youn
Senior Deputy County Counsel

By: 
Nicole Gordon
Partner

EXHIBIT 1: PUENTE HILLS LANDFILL LEGAL DESCRIPTION (1,365 acres)
(Revised May 11, 2004)

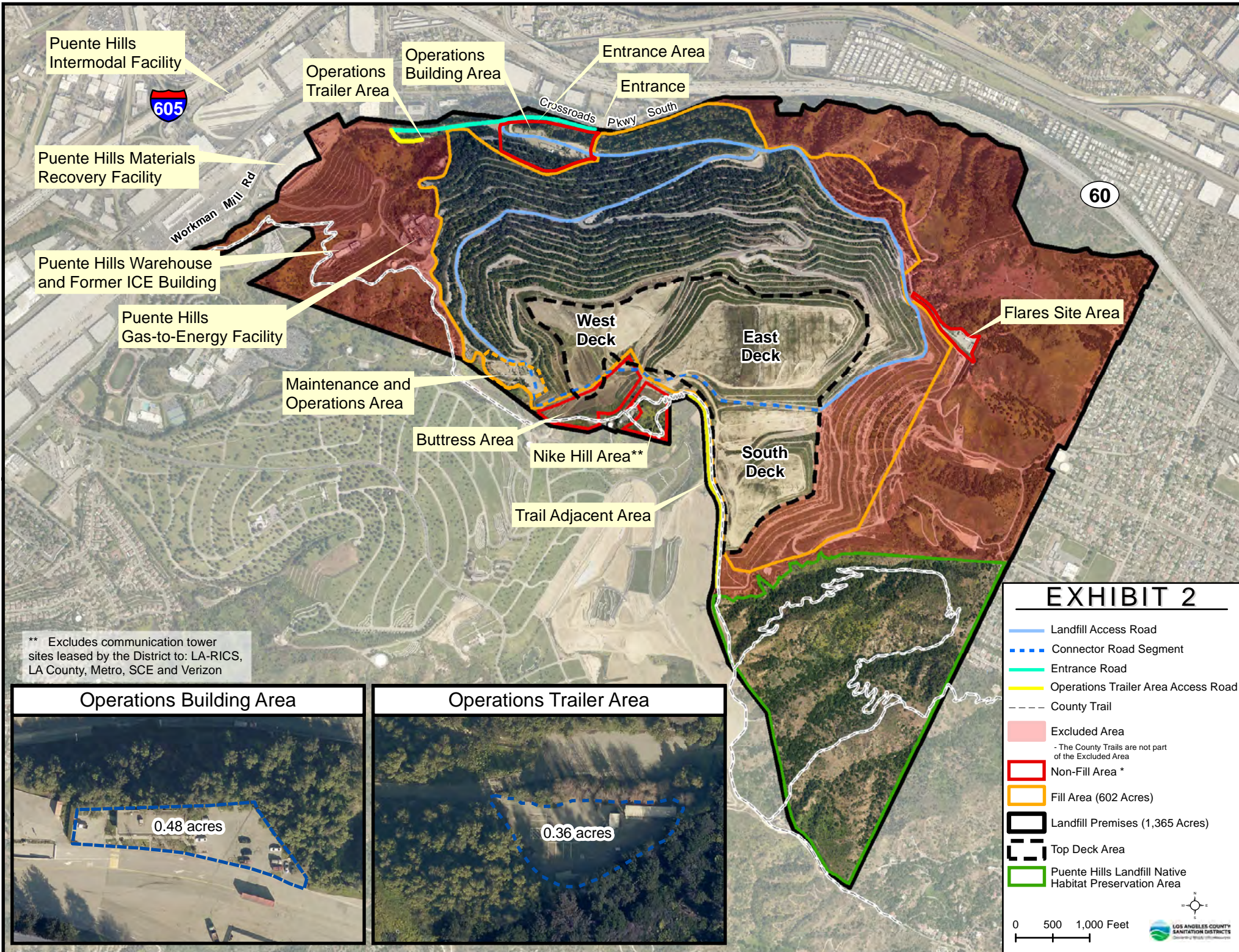
A parcel of land partly in the City of Industry, in the County of Los Angeles, State of California, being that portion of lots A, B, and C of Tract No. 4005, as per map recorded in Book 43, page 38 of Maps, in the office of the County Recorder of said county; that portion of Lot 2 to Tract No. 2712, as per map recorded in Book 30, page 72 of Maps, in said office of the County Recorder; that portion of Lot 1 in Section 3, Township 2 South, Range 11 West, San Bernardino meridian, according to the official plat thereof; that portion of the La Puente Mill Property in the Rancho La Puente, as per map recorded in Book 88, pages 10 and 11 of Deeds, in said office of the County Recorder, that portion of Lot 6, Tract No. 2489, as per map recorded in Book 24, page 65 of Maps, in said office of the County Recorder, and that portion of Block 43 of Tract No. 1343, in the County of Los Angeles, State of California, as per map recorded in Book 20 pages 10 and 11 of Maps, in the office of the County Recorder of said county, all described as a whole as follows:

Beginning at the intersection of the southeasterly line of said Lot C with the northerly line of Skyline Drive, sixty feet wide, as shown on the map of Tract No. 9211, recorded in Book 126, pages 93 to 99 inclusive of Maps, said intersection being also a point in the easterly boundary of that certain parcel of land conveyed to the Rose Hills Memorial Park Association, by deed recorded in Book D186, page 474 of Official Records of said county; thence northerly along said easterly boundary the following courses and distances: North $60^{\circ}14'20''$ West, 255.95 feet to the beginning of a tangent curve concave to the northeast, having a radius of 470.00 feet northwesterly along said curve, through an arc of $29^{\circ}19'10''$ a length of 240.51 feet; tangent to said curve North $30^{\circ}55'10''$ West 373.39 feet to the beginning of a tangent curve concave to the southwest, having a radius of 430.00 feet; northwesterly along said curve through an arc of $33^{\circ}43'24''$ a length of 253.09 feet to a line parallel with and distant northeasterly 155 feet, at right angles from the center line of the Chino-Laguna-Bell Transmission line easement of the Southern California Edison Company, recorded in Book 18866, page 334 of Official Records on file in the office of the County Recorder of said county; northwesterly along said parallel line, North $22^{\circ}40'55''$ West, 178.25 feet; North $12^{\circ}37'40''$ West, 1459.80 feet to a line parallel with a distant northeasterly 665 feet; at right angles from the southwesterly line of said Tract No. 4405; along said parallel line North $36^{\circ}44'25''$ West, 832.95 feet to a point on a curve concave southwesterly having a radius of 290.00 feet, a radial line through said point bears North $77^{\circ}58'56''$ East, northwesterly along said curve through an arc of $7^{\circ}36'36''$, a length of 38.52 feet; tangent to said curve North $19^{\circ}37'40''$ West, 653.00 feet to the beginning of a tangent curve concave to the east having a radius of 442.00 feet; northerly along said curve through an arc of $43^{\circ}10'00''$, a length of 333 feet to a point of reversed curvature with a curve concave to the west having a radius of 460.00 feet; northerly along said curve through an arc of $18^{\circ}45'00''$, a length of 150.53 feet; tangent to said curve North $4^{\circ}47'20''$ East, 877.00 feet to the beginning of a tangent curve concave to the southwest having a radius of 492.00 feet; northwesterly along said curve through an arc of $39^{\circ}55'00''$, a length of 342.77 feet to a point of reversed curvature with a curve concave to the northeast having a radius of 365.00 feet; northwesterly along said curve through an arc of $32^{\circ}48'00''$, a length of 208.95 feet; tangent to said curve North $2^{\circ}19'40''$ West, 830.00 feet to the beginning of a tangent curve concave to the southwest having a radius of 282.00 feet; northwesterly along said curve through an arc of $68^{\circ}18'07''$, a length of 336.17 feet to a point of reversed curvature with a curve concave to the northeast having a radius of 110.00 feet, northwesterly along said curve to the southeasterly boundary line of the land described in Tract No. A-100-2 of the Declaration of Taking executed by the United States of America pursuant to Case No. 17580, United States District Court, and recorded on July 19, 1957, as Document No. 2984 in Book 55100, page 387 of Official Records of said county, said course on said southeasterly boundary line being described as North $65^{\circ}16'04''$ East and having a length of 139.83 feet; thence South $65^{\circ}16'04''$ West along said boundary to the westerly terminus of said course; thence South $78^{\circ}00'11''$ West, 163.57 feet to a point on the easterly boundary of a parcel of land containing 11.16 acres,

more or less, deeded to Rio Hondo Junior College District on November 15, 1963, and recorded on December 16, 1963, as Document No. 3939; thence South on said easterly boundary to its southerly terminus; thence continuing westerly along the southerly boundary of said 11.16 acre parcel North 75°57'50" West, 722.24 feet to the easterly corner of an 0.06 acre parcel described in said deed to Rio Hondo Junior College; thence westerly along the southerly boundary of said 0.06 acre parcel South 58°54'14" West, 36.36 feet; thence North 67°30'52" West, 175.38 feet to a point on the southerly boundary of said 11.16 acre parcel; thence North 75°57'50" West along said southerly boundary 6.33 feet to the easterly terminus of a course having a bearing and length of South 70°24'57" West, 206.24 feet in the northerly line of the land described in said above mentioned deed to Rose Hills Memorial Park Association; thence southwesterly, westerly, and northwesterly along the boundary line of said last mentioned land South 70°24'57" West, 206.24 feet; North 80°14'49" West, 528.00 feet; North 53°38'26" West 1497.59 feet to a point being also the most easterly corner of the 230 foot wide strip of land described in the deed to Southern California Edison Company, recorded on September 24, 1959, as Document No. 1789 in Book D612, page 597 of said Official Records; thence along the northeasterly line of said strip of land, North 70°37'29" West, 3190 feet, more or less, to the southeasterly corner of a parcel described in a deed to County Sanitation District No. 2 of Los Angeles County recorded in Book D5514, pages 932-935 of Records of said County Recorder; thence northeasterly along a course in said boundary described bearing South 60°00'20" West to the northeasterly terminus thereof; thence North 51°00'20" East, 625.00 feet; thence North 11°29'40" West, 120.00 feet; thence North 71°29'40" West, 180.00 feet to the beginning of a tangent curve concave southerly and having a radius of 420.00 feet; thence westerly along said curve 337.24 feet; thence tangent to said curve South 62°30'00" West, 695.00 feet to a tangent curve concave northerly and having a radius of 380.00 feet; thence South 85°00'00" West, tangent to said curve 125.00 feet to a tangent curve concave southerly and having a radius of 420.00 feet; thence westerly along said curve a distance of 293.21 feet to a point on the northerly line of said 230 foot wide strip of land to Southern California Edison Company; thence North 70°37'29" West along said northerly line 112.00 feet to the most westerly corner of a parcel of land described in deed to County Sanitation District No. 18 of Los Angeles County recorded in Book D4754, page 618 of Records in said Recorders office; thence easterly along the northerly boundary of said parcel, North 50°48'58" East, 91.41 feet; thence North 42°43'22" East, 146.37 feet, thence North 74°35'07" East, 76.14 feet; thence North 80°55'07" East, 71.70 feet; thence North 66°39'31" East, 95.47 feet; thence North 74°41'01" East, 175.19 feet; thence North 30°37'49" East, 98.63 feet; thence North 45°49'25" East, 54.45 feet; thence North 51°27'25" East, 95.59 feet; thence North 67°15'36" East, 176.40 feet; thence North 45°57'10" East, 58.08 feet; thence North 32°33'15" East, 76.07 feet; thence North 53°53'23" East, 69.73 feet; thence North 59°24'26" East, 192.55 feet; thence North 63°47'41" East, 86.09 feet; thence North 9°23'47" East, 134.12 feet; thence North 17°44'56" East, 89.59 feet; thence North 46°34'56" East, 300.40 feet; thence North 54°40'47" East, 89.65 feet; thence North 66°49'46" East, 266.13 feet; thence North 28°05'46" West, 402.91 feet, more or less, to a point on the southeasterly line being parallel with and 42 feet southeasterly, measured at right angles, from that certain course of North 61°54'14" East, 1385.44 feet in the center line of Workman Mill Road, as said center line is shown on map filed in Book 83, pages 89, 90, and 91, or Record of Surveys, in the office of said Registrar-Recorder; thence North 61°54'14" East along said southeasterly line of Workman Mill Road 500.00 feet; thence South 28°05'46" East, 188.00 feet, more or less, to the southerly terminus of a course in the boundary of said parcel of County Sanitation District No. 18 of Los Angeles County described as South 28°05'46" East, 208.00 feet; thence continuing easterly along said boundary North 61°54'14" East, 240.00 feet; thence South 84°20'03" East, 753.73 feet to the most westerly corner of a parcel of land described in a deed to County Sanitation District No. 2 of Los Angeles County as recorded in Book D5049, page 953 of Records, in the office of said Recorder; thence along the northerly boundary of said parcel North 84°26'21" East, 290.47 feet; thence North 56°56'54" East, 261.76 feet; thence South 83°13'03" East, 769.16 feet; thence North 66°41'15" East, 355.65 feet; thence South 71°31'42" East, 483.36 feet to the beginning of a tangent curve concave northerly and having a radius of 1050.00 feet; thence easterly along said curve through a central angle of 5°51'32" an

arc distance of 107.37 feet; thence South 77°23'14" East, 705.80 feet; thence North 70°10'19" East, 376.93 feet to a point on the westerly boundary of a parcel of land deeded to the State of California as recorded as instrument 80-3131 in the office of said Recorder; thence easterly along the southerly boundary of said parcel South 19°50'48" East, 16.76 feet; thence North 72°18'10" East, 266.43 feet; thence North 66°15'08" East, 109.99 feet; thence North 67°41'13" East, 325.10 feet; thence North 64°48'42" East, 67.46 feet; thence North 70°40'52" East, 76.30 feet; thence North 73°39'39" East, 157.25 feet; thence North 87°00'28" East, 97.69 feet; thence South 82°52'15" East, 79.29 feet to a point on a line that is parallel with and distant southerly 126.00 feet, as measured at right angles, from the centerline of said Pomona Freeway, thence along said parallel line North 89°30'07" East, 574.41 feet; thence South 42°37'09" East, 59.72 feet to a point in the boundary of that certain parcel described in deed to the State of California recorded as Instrument 95-1292401 of Official Records in the office of said Recorder; thence along the boundaries of said certain parcel South 57°22'52" West, 86 feet; South 12°45'30" East, 140 feet; thence South 89°26'05" East, 306.46 feet; thence North 20°11'40" East, 132 feet to a point on the southerly line of the land described in deed to the State of California recorded in Book 2770, page 644 of said Official Records; thence along said southerly line South 51°50'18" East, 64.00 feet; thence South 76°27'38" East 50.76 feet to the intersection with the easterly line of said Lot A of Tract No. 4005, said point being the most westerly corner of a parcel of land described in a deed to County Sanitation District No. 2, recorded as document 81-794349 of Records in the office of said Recorder; thence easterly along the northerly boundary of said parcel South 76°27'42" East, 52.63 feet; thence North 51°18'23" East, 194.59 feet; thence North 81°16'46" East, 407.94 feet; thence South 64°15'52" East, 167.73 feet; thence South 82°01'04" East, 119.47 feet; thence North 67°49'21" East, 209.68 feet; thence South 79°00'38" East, 131.51 feet; thence South 51°33'40" East, 124.32 feet; thence North 78°31'39" East, 165.96 feet; thence South 79°07'56" East, 142.09 feet; thence South 46°54'30" East, 200.89 feet; thence South 84°29'48" East, 223.35 feet; thence South 58°10'41" East, 231.85 feet; thence South 88°24'51" East, 208.08 feet; thence South 54°42'12" East, 217.82 feet; thence South 75°31'54" East, 274.73 feet; thence South 20°52'40" East, 282.01 feet; thence South 17°23'16" East, 531.49 feet; thence South 26°30'44" East, 566.09 feet; thence South 79°16'11" East, 581.40 feet; thence North 73°53'51" East, 174.88 feet; thence South 45°19'35" East, 89.09 feet; thence South 81°19'32" East, 286.30 feet; thence North 81°02'42" East, 379.28 feet; thence South 40°09'45" East, 48.72 feet; thence South 40°09'45" East, 48.72 feet; thence South 70°32'37" East, 97.03 feet; thence South 38°43'20" East to the easterly line of said Block 43 of Tract No. 1343; thence southerly along said easterly line to the most easterly corner of Lot C of said Tract No. 4005; thence South 25°53'20" West along the southeasterly line of said Lot C, a distance of 1588.31 feet to the most easterly corner of that certain parcel of land conveyed to Whittier Extension Mutual Water Company by deed recorded March 22, 1956, as Instrument No. 25; in Book 50664, page 28 of Official Records of said county; thence South 79°17'59" East, 123.4 feet ; thence North 82°36'59" East, 109.2 feet; thence South 27°01'46" West, 59.23 feet; thence North 85°47'17" West 98 feet, thence North 79°16'08" West 75.72 feet; thence North 72°28'39" West, 57 feet; thence South 24°50'42" West, 16.19 feet to the beginning of a non-tangent curve concave to the southeast and having a radius of 84.50 feet, a radial line from said point bears South 26°26'40" West, thence southwesterly along said curve through a central angle of 90°07'06" a distance of 132.91 feet to a point at the end of said curve, a radial line from said point bears South 63°40'26" East; thence North 63°54'00" West a distance of 5.08 feet; thence South 25°33'20" West 230.3 feet; thence South 64°06'40" East, 100.00 feet to a point in said southeasterly line of Lot C; thence South 25°53'20" West along said southeasterly line 6272.04 feet to the point of beginning.

APNs 8125-021-933, 8125-021-942, 8125-021-943, 8125-022-901, 8125-023-901, 8125-023-902, 8125-025-922



Puente Hills Intermodal Facility



Puente Hills Materials Recovery Facility

Workman Mill Rd

Puente Hills Warehouse and Former ICE Building

Puente Hills Gas-to-Energy Facility

Operations Trailer Area

Operations Building Area

Entrance Area

Entrance

Crossroads Pkwy South

60

Flares Site Area

West Deck

East Deck

Maintenance and Operations Area

Buttress Area

Nike Hill Area**

South Deck

Trail Adjacent Area

** Excludes communication tower sites leased by the District to: LA-RICS, LA County, Metro, SCE and Verizon

EXHIBIT 2

- Landfill Access Road
- Connector Road Segment
- Entrance Road
- Operations Trailer Area Access Road
- County Trail
- Excluded Area
 - The County Trails are not part of the Excluded Area
- Non-Fill Area *
- Fill Area (602 Acres)
- Landfill Premises (1,365 Acres)
- Top Deck Area
- Puente Hills Landfill Native Habitat Preservation Area

Operations Building Area



Operations Trailer Area



0 500 1,000 Feet

