



AGENDA
OF A REGULAR MEETING
OF THE
COACHELLA/INDIO WASTE TRANSFER STATION
JOINT POWERS AUTHORITY



January 15, 2020
10:00 AM

CALL TO ORDER

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF AGENDA:

“At this time the Authority may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.”

PRESENTATIONS:

1. Authority Overview
2. Potential Transfer Station Siting, Permitting and Financial Evaluation

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

3. Authorize Amendment No. 1 to Professional Services Agreement with Tetra Tech BAS, Inc. to extend the original agreement term.
4. Authorize approval for the City of Coachella City Manager to execute Statement of Consent acknowledging Coachella/Indio Waste Transfer Station Authority’s (JPA) consent for Burrtec Waste Industries, Inc. to execute a Fourth Modification of the Dead of Trust.

PUBLIC COMMENTS:

“The public may address the Authority on any item of interest to the public that is not on the agenda, but is within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

REPORTS AND REQUESTS:

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection at the
City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



**STAFF REPORT
1/15/2020**

TO: Honorable Chair and Commissioners
FROM: Maritza Martinez, Public Works Director
SUBJECT: Authorize Amendment No. 1 to Professional Services Agreement with Tetra Tech BAS, Inc. to extend the original agreement term.

STAFF RECOMMENDATION:

Authorize Amendment No. 1 to Professional Services Agreement with Tetra Tech BAS, Inc. to extend the original agreement term.

EXECUTIVE SUMMARY:

In October 2018, the Joint Powers Authority Coachella/Indio Waste Transfer Station (JPA) awarded a professional services agreement to Tetra Tech BAS Inc. The term of this agreement ended in May 2019. The awarded agreement to Tetra Tech BAS, Inc. was in the amount not to exceed \$44,834. The awarded agreement would provide the following deliverables: 1) Identify Site Selection Criteria 2) Using these developed criteria identify three candidate locations 3) Identify required Permitting, Construction and Operations Timelines 4) Provide Financial Evaluation per site of: Capital Costs, Operations and Maintenances Costs, and Revenue by source and 5) Prepare and Present a Final Report to the JPA. The work has been completed and requires the agreement term to be extended to allow for billing. Staff recommends award of the attached Amendment extending the term through February 2020,

FISCAL IMPACT:

None.

Attachment:
Amendment No. 1

**Amendment No. 1 to the Professional Services Agreement
Between the Coachella/Indio Waste Transfer Station Joint Powers Authority and
Tetra Tech BAS, Inc.
Project JPA 021518**

1. Parties And Date.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No.1") is made and entered into this 15th day of January 15, 2020 by and between the Coachella/Indio Waste Transfer Station Joint Powers Authority ("JPA") and Tetra Tech BAS, Inc., ("Consultant"). JPA and Consultant sometimes, individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

2. Recitals.

2.1 Agreement. JPA and Consultant entered into that certain Agreement for Authority 021518 Project ("Agreement"), entered into on October 15, 2018.

2.2 Amendment. JPA and Consultant desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

3. Amendments.

3.1 Term of Agreement. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1.2 Term. The term of this Agreement shall be from November 1, 2018 – February 29, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment, No. 1 as of the date first written above.

Coachella/Indio Waste Transfer Station
Joint Powers Authority

Tetra Tech BAS, Inc.

By: _____
William B. Pattison, Jr.
City of Coachella City Manager

By: _____
Christine Arbogast, PE
Vice President Solid Waste

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney



**STAFF REPORT
1/15/2020**

TO: Honorable Chair and Commissioners
FROM: Maritza Martinez, Public Works Director
SUBJECT: Authorize approval for the City of Coachella City Manager to execute Statement of Consent acknowledging Coachella/Indio Waste Transfer Station Authority’s (JPA) consent for Burrtec Waste Industries, Inc. to execute a Fourth Modification of the Dead of Trust.

STAFF RECOMMENDATION:

Authorize approval for the City of Coachella City Manager to execute Statement of Consent acknowledging Coachella/Indio Waste Transfer Station Authority’s (JPA) consent for Burrtec Waste Industries, Inc. to execute a Fourth Modification of the Dead of Trust.

EXECUTIVE SUMMARY:

Burrtec Waste Industries (“Burrtec”) is the operator of the Coachella Valley Transfer Station. As part of the commitments correspondent to the Facility Operations and Sublease Agreement Burrtec was to construct the needed infrastructure improvements for the Coachella Valley Transfer Station. To allow for the construction Burrtec secured a construction loan in the principal amount of \$1,750,000 which required execution of a Deed of Trust. This document was originally recorded on May 30, 2000 and has been amended three times. Burrtec is updating the credit facility for the Coachella Valley Transfer Station and to do so will require the Deed of Trust to be amended again. Attached is a Statement of Consent that requires the JPA and County of Riverside (County) approval for Burrtec to execute a Fourth Modification of Deed of Trust between Burrtec and MUFJG Union Bank. Staff recommends approval of execution of the Statement of Consent. This item will be agendized for County approval after JPA action is taken; County staff has reviewed and has no recommended changes to the attached documents.

FISCAL IMPACT:

None.

Attachment:
Statement of Consent
Exhibit A – Fourth Modification of Deed of Trust

RECORDING REQUESTED BY:

MUFG UNION BANK, N.A.

AND WHEN RECORDED MAIL TO:

MUFG UNION BANK, N.A.
Attn: Collateral Management Department
1980 Saturn Street
Monterey Park, CA 91755
Facsimile: (323) 720-7836

Space Above This Line For Recorder's Use

**FOURTH MODIFICATION OF DEED OF TRUST
(Coachella Property)**

THIS FOURTH MODIFICATION OF DEED OF TRUST, dated as of November 1, 2019 (this "Modification") is made and entered into by and between Burrtec Waste Industries, Inc., a California corporation, whose mailing address is 9890 Cherry Avenue, Fontana, California 92335 ("Trustor"), and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A. and Union Bank of California, N.A.), whose mailing address is 1980 Saturn Street, Monterey Park, California 91755, Attn: Collateral Management Department ("Beneficiary"), with reference to the following facts:

A. Trustor is the trustor and Beneficiary is the beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of February 22, 2000, given by Trustor in favor of UnionBanCal Mortgage Corporation, as Trustee, for the benefit of Beneficiary, which was recorded in the official records of Riverside County, California, on May 30, 2000, as document no. 2000-203511, and as amended by that certain Modification of Deed of Trust, dated as of March 6, 2001, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on June 20, 2001, as document no. 2001-279530, that certain Second Modification of Deed of Trust (Coachella Property), dated as of July 31, 2007, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on February 13, 2008, as document no. 2008-0072112, and that certain Third Modification of Deed of Trust (Coachella Property), dated as of October 1, 2008, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on May 21, 2009, as document no. 2009-0256695 (as so amended, the "Existing Deed of Trust"), and which encumbers all of Trustor's right, title and interest in and to the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. The Existing Deed of Trust secures the obligations of Trustor under certain “Notes” described in that certain Fifth Amended and Restated Credit Agreement, dated as of October 1, 2008 (as amended, the “2008 Credit Agreement”), by and among Trustor and certain of its affiliates named therein as “Borrowers” (collectively, the “Borrowers”), the financial institutions that, from time to time, are parties thereto as “Lenders” (collectively, the “Lenders”), and Beneficiary, as agent for the Lenders (in such capacity, “Agent”).

C. At the request of Trustor and the other Borrowers, the Borrowers, the Lenders and Agent have entered into (i) that certain Sixth Amended and Restated Credit Agreement, dated as of October 16, 2013 (as amended, the “2013 Credit Agreement”), which amended and restated the 2008 Credit Agreement in its entirety, and (ii) that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (as the same may be amended, modified or supplemented from time to time, the “2018 Credit Agreement”), which amends and restates the 2013 Credit Agreement in its entirety.

D. Trustor and Beneficiary desire to modify the Existing Deed of Trust so that it secures the obligations of Trustor under the “Notes” referred to in the 2018 Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree as follows:

1. Amendment to Section 2 of the Existing Deed of Trust. Section 2 of the Existing Deed of Trust is hereby amended and restated in its entirety to read as follows:

2. SECURED OBLIGATIONS. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1 above FOR THE PURPOSE OF SECURING the following obligations (collectively, the “Secured Obligations”) in such order of priority as Beneficiary may elect:

2.1 Payment of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) in principal amount of the payment obligations at any time owing (the “Principal Sum”) and the performance of all non-monetary obligations of Trustor arising under (A) that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”), by and among Trustor and certain of its affiliates named therein as “Borrowers”, the financial institutions that, from time to time, are parties thereto as “Lenders” (collectively, the “Lenders”), and Beneficiary, as agent for the Lenders (in such capacity, “Agent”), (B) each of the Notes and all other Credit Documents (as such terms are defined in the Credit Agreement), and (C) any and all modifications, replacements, extensions and renewals thereof (collectively, the “Debt Instrument”), whether hereafter evidenced by the Debt Instrument or otherwise;

2.2 Payment of interest on such Principal Sum according to the terms of the Debt Instrument;

2.3 Payment of all other sums, including late charges and any attorney's fees and other advances made by Beneficiary hereunder as hereinafter provided, with interest thereon as hereinafter provided, which are due or payable to Trustee or Beneficiary under the provisions hereof and are attributable to the collection of the Principal Sum or other amounts secured hereunder;

2.4 Due, prompt and complete observance, performance and discharge of each and every non-monetary obligation, covenant and agreement of Trustor contained herein;

2.5 Payment of such additional sums as may be hereafter borrowed from the Lenders by Trustor (or guaranteed by Trustor) which are allowed under Section 15.03 of the Sublease when evidenced by a debt instrument or instruments (or guaranty or guaranties, as the case may be) which are by the terms thereof (or by the terms of any other instrument executed by Trustor in connection therewith) secured by this Deed of Trust, together with interest and late charges thereon according to the terms of such debt instrument or instruments; and

2.6 Performance of such future obligations which Trustor may agree to perform for the benefit of Beneficiary when Trustor executes a document or documents reciting that such obligations are secured hereby.

This Deed of Trust, the Debt Instrument and all other instruments and agreements given to evidence or further secure the payment and performance of the obligations secured hereby are hereinafter sometimes collectively referred to as the "Loan Documents".

2. Effect. Except as and to the extent amended by this Modification, the Existing Deed of Trust shall remain in full force and effect in accordance with its terms.

3. Ratification and Approval. The Existing Deed of Trust, as modified by this Modification, is hereby ratified, confirmed and approved in all respects by Trustor and Beneficiary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first above written.

“Trustor”

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

By: _____

Name: Cole Burr

Title: President

“Beneficiary”

MUFG UNION BANK, N.A.

By: _____

Name: Edmund Ozorio

Title: Vice President

EXHIBIT "A"
DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 98, PAGE 9 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1901.66 FEET;

THENCE SOUTH 00° 01' 32" EAST 449.73 FEET;

THENCE SOUTH 82° 50' 46" WEST 61.35 FEET;

THENCE SOUTH 35° 04' 39" WEST 95.41 FEET;

THENCE SOUTH 81° 49' 58" WEST 137.19 FEET;

THENCE NORTH 34° 55' 57" WEST 33.13 FEET;

THENCE NORTH 47° 36' 11" WEST 39.08 FEET;

THENCE NORTH 59° 24' 28" WEST 43.11 FEET;

THENCE NORTH 58° 48' 42" WEST 57.76 FEET;

THENCE NORTH 58° 01' 09" WEST 47.15 FEET;

THENCE NORTH 51° 53' 04" WEST 35.51 FEET;

THENCE NORTH 57° 47' 53" WEST 376.38 FEET;

THENCE NORTH 68° 07' 57" WEST 180.04 FEET;

THENCE NORTH 69° 20' 30" WEST 59.58 FEET;

THENCE NORTH 77° 22' 27" WEST 59.61 FEET;

THENCE SOUTH 86° 43' 32" WEST 42.72 FEET;
THENCE SOUTH 51° 38' 02" WEST 37.15 FEET;
THENCE SOUTH 38° 18' 26" WEST 36.04 FEET;
THENCE SOUTH 60° 18' 52" WEST 60.00 FEET;
THENCE SOUTH 90° 00' 00" WEST 4.84 FEET;
THENCE 00° 00' 00" EAST 4.89 FEET;
THENCE NORTH 89° 51' 40" WEST 391.84 FEET;
THENCE NORTH 81° 45' 58" WEST 187.27 F335;
THENCE NORTH 65° 39' 24" WEST 151.36 FEET;
THENCE NORTH 50° 09' 01" WEST 215.36 FEET;
THENCE NORTH 64° 11' 37" WEST 167.53 FEET, TO A POINT BEING ON THE WEST SECTION LINE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE EAST;

THENCE NORTHERLY ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A 60.00 FOOT WIDE PUBLIC HIGHWAY EASEMENT RECORDED APRIL 17, 1959, BOOK 2454, PAGE 65 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 98, PAGE 9 OF RECORDS OF SURVEY.

ALSO EXCEPTING THEREFROM 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 TO REGULATIONS TO BE ESTABLISHED BY THE SECRETARY OF THE INTERIOR, AS RESERVED TO THE UNITED STATES OF AMERICA, IN PATENT RECORDED DECEMBER 9, 1997 AS INSTRUMENT NO. 450653 OF OFFICIAL RECORDS.

APN: 009-617-345

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSENT
(Coachella Property)

This Consent, dated as of _____, 2019 (this "Consent"), is given by the County of Riverside, a political subdivision of the State of California (the "County"), and the Coachella/Indio Waste Transfer Station Authority (the "JPA"), at the request of Burrtec Waste Industries, Inc., a California corporation ("Burrtec"), and for the benefit of MUFG Union Bank, N.A. (formerly known as Union Bank, N.A. and Union Bank of California, N.A.), in its capacity as administrative agent for the Lenders (as defined herein) (in such capacity, the "Agent"), with reference to the following facts:

A. The JPA, as sublessor, and Burrtec, as sublessee, are parties to that certain Second Amended and Restated Facility Operations and Sublease Agreement, dated February 22, 2000, as amended by that certain Amendment to Sublease Agreement, dated July 1, 2010, and that certain Second Amendment to Sublease Agreement, dated March 19, 2015 (as so amended, the "Sublease"). The Sublease is subject to that certain First Amended Master Lease, dated June 19, 2001, and that certain First Amended Agreement for Disposal of Solid Waste, dated June 19, 2001, both by and between the County and JPA.

B. Pursuant to that certain Amended and Restated Credit Agreement, dated as of December 1, 1999 (the "1999 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the financial institutions party thereto as lenders, from time to time (collectively, the "Lenders"), and Agent, the Lenders made a construction loan to Burrtec in the principal amount of \$1,750,000 (the "Construction Loan").

C. Burrtec's obligation to repay the Construction Loan was secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of February 22, 2000, given by Burrtec, as trustor, in favor of UnionBanCal Mortgage Corporation, as Trustee, for the benefit of Agent, as beneficiary, which was recorded in the official records of Riverside County, California, on May 30, 2000, as document no. 2000-203511 (the "Original Deed of Trust").

D. The 1999 Credit Agreement was subsequently amended and restated pursuant to that certain Second Amended and Restated Credit Agreement, dated as of June 1, 2000 (the "2000 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and, in connection therewith, with the consent of the JPA, Burrtec and Agent modified the Original Deed of Trust pursuant to that certain Modification of Deed of Trust, dated as of March 6, 2001, which was recorded in the official records of Riverside County, California, on June 20, 2001, as document no. 2001-279530 (the "First Modification").

E. The 2000 Credit Agreement was subsequently amended and restated pursuant to that certain Third Amended and Restated Credit Agreement, dated as of June 1, 2001 (the "2001 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and the 2001 Credit Agreement was subsequently amended and restated pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of November 22, 2004 (the "2004 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and in connection therewith, with the consent of the JPA, Burrtec and

Agent further modified the Original Deed of Trust pursuant to that certain Second Modification of Deed of Trust (Coachella Property), dated as of July 31, 2007, which was recorded in the official records of Riverside County, California, on February 13, 2008, as document no. 2008-0072112 (the "Second Modification").

F. The 2004 Credit Agreement was subsequently amended and restated pursuant to that certain Fifth Amended and Restated Credit Agreement, dated as of October 1, 2008 (the "2008 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and, in connection therewith, with the consent of the JPA, Burrtec and Agent further modified the Original Deed of Trust pursuant to that certain Third Modification of Deed of Trust (Coachella Property), dated as of October 1, 2008, which was recorded in the official records of Riverside County, California, on May 21, 2009, as document no. 2009-0256695 (the "Third Modification").

G. The 2008 Credit Agreement was subsequently amended and restated pursuant to that certain Sixth Amended and Restated Credit Agreement, dated as of October 16, 2013 (the "2013 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and the 2013 Credit Agreement was subsequently amended and restated pursuant to that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (the "2018 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent.

H. Agent and the Lenders require that the Original Deed of Trust, as modified by the First Modification, the Second Modification and the Third Modification (as so modified, the "Existing Deed of Trust"), be further modified pursuant to a Fourth Modification of Deed of Trust, in substantially the form attached hereto as Exhibit A (the "Fourth Modification"), so that it secures payment of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) in principal amount of the payment obligations at any time owing and the performance of all non-monetary obligations of Burrtec arising under the 2018 Credit Agreement, the related promissory notes and the other credit documents entered into in connection therewith, including, without limitation, interest on such principal sum and attorneys' fees and other amounts expended to collect such principal sum.

I. Section 15.03(a) of the Sublease requires that any proposed modification of the Existing Deed of Trust be submitted to the JPA and the County for their review and approval, which approval shall be deemed granted unless, within 10 business days after receiving such request for approval, the JPA or the County provides a written objection setting forth with particularity the provisions contained in the Fourth Modification to which such objection is made.

NOW, THEREFORE, the JPA and the County hereby (i) acknowledges its receipt of the Fourth Modification attached hereto as Exhibit A, and (ii) consents to the execution, delivery and recording of the Fourth Modification and the resulting modification of the Existing Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Consent to be duly executed and delivered as of the date first written above.

“JPA”

COACHELLA/INDIO WASTE TRANSFER
STATION AUTHORITY

By: _____
Name:
Title:

“County”

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By: _____
Name:
Title:

EXHIBIT A
Fourth Modification

[See Attached]