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

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

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

WHEREAS, Clark County and Republic DUMPCO, Inc. extended the original franchise agreement beginning on the date that the BLM Lease expires or July 3, 2007, whichever is sooner, for a period not to exceed six months until January 3, 2008, under the same terms and conditions as the existing franchise agreement to allow sufficient time to consider aspects of a proposed renewal agreement; and

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

WHEREAS, on December 4, 2007, Clark County and Republic DUMPCO, Inc. extended the original franchise agreement for a period not to exceed three months until April 3, 2008, under the same terms and conditions as the existing franchise agreement to finalize on the provisions of the proposed renewal agreement; and

WHEREAS, on April 1, 2008, Clark County and Republic DUMPCO, Inc. extended the original franchise agreement for a period not to exceed six months and four days until October 7, 2008, under the same terms and conditions as the existing franchise agreement to finalize on the provisions of the proposed renewal agreement; and

WHEREAS, on September 16, 2008, Clark County and Republic DUMPCO, Inc. extended the original franchise agreement until April 7, 2009, under the same terms and conditions as the existing franchise agreement to finalize on the provisions of the proposed renewal agreement; and
WHEREAS, Clark County and Republic DUMPCO, Inc. desire to extend the Franchise Agreement for an additional period not to exceed six months under the same terms and conditions as the existing Franchise Agreement to finalize the proposed renewal agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The existing Franchise Agreement is extended beginning April 7, 2009, for a period not to exceed six months until October 7, 2009, or until a new franchise is granted to Republic DUMPCO, Inc. by the Clark County Board of County Commissioners, whichever occurs first (the “Franchise Extension Period”), during which time the parties agree to work together to develop a new franchise agreement.

2. During the Franchise Extension Period, all the terms and conditions set forth in the Franchise Agreement shall continue in full force and effect.

3. This Fifth Franchise Extension Agreement shall be without prejudice to any rights of either party under any federal, state or local laws or regulations. Other than extending the term of the Franchise Agreement for the duration of the Franchise Extension Period, this Fifth Franchise Extension Agreement shall not expand or limit the rights of either party, create new rights that would not have existed without the extension, or adversely affect either party’s rights in any renewal proceeding. No claim that either party may have against the other shall be released or otherwise affected by this extension agreement.

APPROVED this 7th day of APRIL, 2009.

CLARK COUNTY BOARD OF COMMISSIONERS

ATTEST:

BY: ________________________________
   RORY REID, Chairman

SHIRLEY B. PARRAGUIRRE, County Clerk

APPROVED AS TO FORM:
DISTRICT ATTORNEY’S OFFICE

BY: ________________________________
    MARK E. WOOD
    Deputy District Attorney

REPUBLIC DUMPCO, INC.

BY: ________________________________
    BOB COYLE
    Vice President, Republic DUMPCO, Inc.