

ASSIGNMENT AND ASSUMPTION OF THE SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR THE WILLOW CREEK AREA OF HUMBOLDT COUNTY BETWEEN THE COUNTY OF HUMBOLDT AND EEL RIVER DISPOSAL AND RESOURCE RECOVERY, INC. TO JOSHUA AND LISA MCKNIGHT DBA TOM'S TRASH COMPANY

This Assignment and Assumption Agreement ("Assignment Agreement"), entered into this 14th day of October 2014, is an assignment and assumption of the Solid Waste Collection Franchise Agreement for the Willow Creek Area of Humboldt County dated June 13, 2014 ("Franchise Agreement"), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Eel River Disposal and Resource Recovery, Inc., a California Corporation, hereinafter referred to as "ERD," to Joshua and Lisa McKnight dba Tom's Trash Company, hereinafter referred to as "TOM'S TRASH."

WHEREAS, COUNTY and ERD executed the Franchise Agreement, which is attached hereto as Exhibit A and incorporated herein by reference, in order to provide for the handling and disposal of solid waste in the Willow Creek area of Humboldt County for the period of May 27, 2014 to June 30, 2024; and

WHEREAS, by this Assignment Agreement, ERD intends to irrevocably assign all of ERD's rights, obligations, duties, title and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Willow Creek franchise area, to TOM'S TRASH; and

WHEREAS, by this Assignment Agreement, TOM'S TRASH intends to irrevocably assume all of the rights, obligations, duties, title and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Willow Creek franchise area.

NOW, THEREFORE, IT IS AGREED as follows:

1. By this Assignment Agreement, effective as of the date first written above, ERD hereby irrevocably assigns all of ERD's rights, obligations, duties, title and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Willow Creek franchise area, to TOM'S TRASH.
2. TOM'S TRASH hereby accepts the foregoing assignment of the Franchise Agreement with all of its terms and conditions. TOM'S TRASH hereby irrevocably assumes all of the rights, obligations, duties, title and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Willow Creek franchise area.
3. ERD hereby agrees to retain all of ERD's rights, obligations and duties in the Franchise Agreement, and any and all amendments thereto, associated with the disposal of debris box franchise solid waste within the Willow Creek franchise area.
4. COUNTY hereby consents to ERD's irrevocable assignment of ERD's rights, obligations, duties, title and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Willow Creek franchise area, to TOM'S TRASH. This consent shall be effective as of the date first written above.

5. COUNTY hereby consents to TOM'S TRASH's irrevocable assumption of the rights, obligations, duties, title and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Willow Creek franchise area. This consent shall be effective as of the date first written above.
6. Each person executing this Assignment Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Assignment Agreement. Each party represents and warrants to the other that the execution and delivery of this Assignment Agreement and the performance of such party's obligations hereunder have been duly authorized.


[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement on the date first written above.


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

EEL RIVER DISPOSAL AND RESOURCE RECOVERY, INC.:


By: 
Harry A. Hardin
President

Date: 9-24-14


By: 
Karen Smith
Secretary

Date: 9-24-14

TOM'S TRASH COMPANY:


By: 
Joshua T. McKnight
Owner

Date: 9/29/14

By: 
Lisa L. McKnight
Owner


Date: 9-29-14

COUNTY OF HUMBOLDT:


By: 
Rex Bohn
Chair, Board of Supervisors

Date: 10/14/14

APPROVED AS TO FORM:

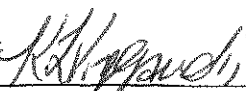
By: 
Richard A. Smith
Attorney for ERD

Date: 9/28/14

By: 
Scott A. Miles
Deputy County Counsel

Date: 10/2/14

APPROVED AS TO INSURANCE PROVISIONS AND CERTIFICATES FILED:

By: 
Risk Analyst

Date: 10/2/14