

From: [Samuel S. Goren](#)
To: [Rogers, Debra](#); [Fernandez, Gabriel](#); [Bonilla, Jonathan](#)
Subject: FW: Invitation to Participate in Chapter 164 Proceedings Regarding Potential Expansion of Monarch Hill Landfill
Date: Thursday, April 10, 2025 8:57:19 AM
Attachments: [2025-10 \(Comp Plan\).pdf](#)
[2025-11-\(Corrected and Recorded\)\(Comp Plan\).pdf](#)
[2025-12-\(Waste Limitation\).pdf](#)
[2025-13-\(Landfill Height\).pdf](#)

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From: Pyburn, Terrill <TPyburn@coconutcreek.net>

Sent: Tuesday, April 8, 2025 10:55 AM

To: Fairclough, Gillian <GFAIRCLOUGH@broward.org>; Mehaffey, Kathryn <KMehaffey@coconutcreek.net>; Jacob G. Horowitz <JHorowitz@gorencherof.com>; jhearn@coralsprings.org; switacre@coralsprings.org; adunkiel@coralsprings.gov; Eve A. Boutsis <eboutsis@daniabeachfl.gov>; Allan Weinthal <aweinthal@davie-fl.gov>; psherwin@davie-fl.gov; asoroka@wsh-law.com; dspence@fortlauderdale.gov; jmerino@hallandalebeachfl.gov; cao@hallandalebeachfl.gov; Donald J. Doody <DDoody@gorencherof.com>; Damaris Henlon

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<pamala@ottinotlawpa.com>; bnorris@apnwplaw.com; Jamie Cole <JCole@wsh-law.com>; Kerry L.
Ezrol <KEzrol@gorencherof.com>

Cc: Cepero, Monica <MCEPERO@broward.org>; Sewell, Daphne <DSEWELL@broward.org>;
Campbell, Kimm <KICAMPBELL@broward.org>; Jean, Laurette <LJEAN@broward.org>; Kelleher,
Kevin <KKELLEHER@broward.org>; Ruiz, Michael <MICHAELRUIZ@broward.org>; Meyers, Andrew
<AMEYERS@broward.org>; Harrod, Rene <RHARROD@broward.org>; Haber, Matthew
<MHaber@broward.org>; Jarone, Joseph <JKJARONE@broward.org>; Butterworth, Brandon
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<SRose@coconutcreek.net>; Anthony C. Soroka <ASoroka@wsh-law.com>

Subject: RE: Invitation to Participate in Chapter 164 Proceedings Regarding Potential Expansion of
Monarch Hill Landfill

Dear Colleagues,

Good morning to all. Thank you, Drew, for your email. We (Coconut Creek and Deerfield Beach) thought carefully about whether or not to challenge the recent approvals providing for the horizontal and vertical expansion of Monarch Hill Landfill (attached) and did not come to our decision lightly. We recognize, as I am sure you do as well, that our fight is not with the County but rather Waste Management. Unfortunately, our options to fight this expansion continue to dwindle, therefore we must pursue the legal avenues that are available to us, and those have been described in Drew's email. Again, a decision not made lightly, but a decision each and every one of your elected officials would have made for their residents if in a similar situation. Based on careful review we did not believe that other local governments were substantially impacted by the recent approvals, but if you have additional information that suggests otherwise, please let us know.

Further, if you have any questions, please do not hesitate to contact us (either Coconut Creek or Deerfield Beach).

Thank you.

Terrill C. Pyburn,
City Attorney

Florida Bar Board Certified City,
County, and Local Government Attorney



4800 W. Copans Road
Coconut Creek, FL 33063
954-956-1598 Direct Line
tpyburn@coconutcreek.net

Please consider the environment before printing this email. Thank you.

From: Fairclough, Gillian <GFAIRCLOUGH@broward.org>

Sent: Friday, April 4, 2025 2:17 PM

To: Pyburn, Terrill <TPyburn@coconutcreek.net>; Mehaffey, Kathryn <KMehaffey@coconutcreek.net>; Jacob G. Horowitz <JHorowitz@gorencherof.com>; jhearn@coralsprings.org; switacre@coralsprings.org; adunkiel@coralsprings.gov; Eve A. Boutsis <eboutsis@daniabeachfl.gov>; Allan Weinthal <aweinthal@davie-fl.gov>; psherwin@davie-fl.gov; asoroka@wsh-law.com; dspence@fortlauderdale.gov; jmerino@hallandalebeachfl.gov; cao@hallandalebeachfl.gov; Donald J. Doody <Ddoody@gorencherof.com>; Damaris Henlon <DHENLON@hollywoodfl.org>; STrevarthen@wsh-law.com; elegantner@wsh-law.com; SCalloway@shutts.com; cityattorney@lauderhill-fl.gov; Pamala Ryan <pamala@ottinotlawpa.com>; Michael D. Cirullo, Jr. <MCirullo@gorencherof.com>; David N. Tolces <DTolces@wsh-law.com>; cityatty@margatefl.com; bnorris@apnwplaw.com; Samuel S. Goren <SGoren@gorencherof.com>; Ddoody@gorencherof.com; asoroka@wsh-law.com; Town Attorney <townattorney@tppfl.gov>; Jacob G. Horowitz <JHorowitz@gorencherof.com>; Samuel S. Goren <SGoren@gorencherof.com>; Kerry L. Ezrol <KEzrol@gorencherof.com>; Mark.Berman@copbfl.com; Tracy.Lyons@copbfl.com; Donald J. Doody <Ddoody@gorencherof.com>; Kpoliakoff@govlawgroup.com; Tmoss@sunrisefl.gov; CityAttorney@sunrisefl.gov; Hans Ottinot <hans@ottinotlawpa.com>; Pamala Ryan <pamala@ottinotlawpa.com>; bnorris@apnwplaw.com; Jamie Cole <JCole@wsh-law.com>; Kerry L. Ezrol <KEzrol@gorencherof.com>

Cc: Cepero, Monica <MCEPERO@broward.org>; Sewell, Daphne <DSEWELL@broward.org>; Campbell, Kimm <KICAMPBELL@broward.org>; Jean, Laurette <LJEAN@broward.org>; Kelleher, Kevin <KKELLEHER@broward.org>; Ruiz, Michael <MICHAELRUIZ@broward.org>; Meyers, Andrew <AMEYERS@broward.org>; Harrod, Rene <RHARROD@broward.org>; Haber, Matthew <MHaber@broward.org>; Jarone, Joseph <JKJARONE@broward.org>; Butterworth, Brandon <BBUTTERWORTH@broward.org>; Barracks, Tresha <TBarracks@broward.org>

Subject: [EXTERNAL] Invitation to Participate in Chapter 164 Proceedings Regarding Potential Expansion of Monarch Hill Landfill

Dear Colleagues,

First, happy Friday and I hope you have a wonderful weekend. If you have a team in the Final Four,

good luck.

As you know, on February 25, 2025, the Broward County Commission approved several ordinances that are necessary steps to Waste Management expanding the Monarch Hill landfill, which expansion is still conditioned upon receipt of several regulatory approvals including environmental and land use permits. The potential expansion is projected to increase the landfill's remaining useful life from about 6 years to 22 years, providing local, longer-term capacity for disposal of Class III waste such as construction and demolition debris and storm debris. Without this longer-term capacity, and absent far more meaningful (and expensive) recycling, much of this waste would have to be shipped out of the County, with our residents bearing the added transportation costs.

To address impacts resulting from the potential expansion, and in the hope doing so would result in a favorable decision by the County Commission, Waste Management committed to provide a number of financial and other benefits including: (i) payment of a significant per ton host charge, with the proceeds thereof usable only to address impacts of the expansion or to otherwise benefit our regional solid waste disposal and recycling system; (ii) additional capacity commitments which, among other things, enabled the County to negotiate another option to extend the Wheelabrator/WinWaste disposal agreement, on favorable terms, beyond the current July 2028 expiration and until July 2033; and (iii) with limited exceptions, a 2027 cessation of municipal solid waste disposal (i.e., the waste most likely to create odor problems) in Monarch Hill (something we believe has long been sought by Coconut Creek; the cessation was delayed until 2027 because Waste Management has contractual commitments with Broward municipalities to accept municipal solid waste until that time).

Coconut Creek and Deerfield Beach oppose the landfill expansion and have initiated Chapter 164 proceedings and litigation against the County (described in a bit more detail below).

While the County is statutorily obligated to ensure adequate solid waste disposal capacity exists for all County residents (incorporated and unincorporated), solid waste disposal is a municipal function. The County provides that function only for the unincorporated area, which represents under 1% of the total County population. Thus, 99% of the benefits flowing from the expansion of Monarch Hill, including 99% of the benefits resulting from Waste Management's voluntarily undertaken commitments, would logically benefit municipalities and their residents. Additionally, resolution of the dispute regarding the Monarch Hill expansion could impact how the County-owned landfill in southwestern Broward County (the contingency landfill) must be used, which could significantly impact residents of municipalities in that portion of the County. For these reasons, we believe your municipality's substantial interests may be affected by resolution of the pending conflicts with Coconut Creek and Deerfield Beach, and we therefore would like to ensure the County fully considers your municipality's interests as we consider ways to potentially resolve the conflicts.

Coconut Creek has filed a proceeding before DOAH to challenge one aspect of the potential expansion and has filed a lawsuit in Broward County Circuit Court to challenge another aspect. Deerfield Beach has voted to join in the Coconut Creek challenges. Those cities agree with the

County's position that the circuit court litigation (but not the DOAH proceeding) must, at a minimum, be abated while the required Chapter 164 dispute resolution process is completed.

As the governmental entity initiating the Chapter 164 proceedings, Coconut Creek was statutorily required to notify any local government entities which, in its determination, may have substantial interests affected by resolution of the conflict. This notification is designed to enable other affected parties to participate in the dispute resolution proceedings.

Coconut Creek and Deerfield Beach are both represented in these matters by the same outside counsel, and neither municipality has elected to invite other municipalities to participate in the proceedings. They did, however, indicate they are not opposed to the County extending an invitation for other municipalities to participate.

The County and those two cities attended a preliminary, staff-level conflict assessment meeting, but decided to pause and continue the meeting to a later date for numerous reasons, including to potentially enable other municipalities to participate in the process. If your municipality wishes to participate in the Chapter 164 proceedings to protect your municipality's interests with regard to the expansion of the Monarch Hill landfill, please alert us so we can ensure the next conflict assessment meeting occurs on a date your municipality is available and at a location that can accommodate all participants. You are not required to participate, but we wanted to make sure you knew you were welcome to do so.

Enjoy your day and weekend. And, needless to say, Go Gators!

Andrew J. Meyers
Broward County Attorney
ameyers@broward.org
954.357.7600

Gillian Fairclough
Office of the County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
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addresses contained therein, may be subject to public disclosure.

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ORDINANCE NO. 2025-10

1 AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE
2 AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING
3 THE BROWARD COUNTY LAND USE PLAN WITHIN THE BROWARD MUNICIPAL
4 SERVICES DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE
5 DATE.

6 (SPONSORED BY THE BOARD OF COUNTY COMMISSIONERS)
7

8 WHEREAS, Broward County adopted the Broward County Comprehensive Plan
9 on April 25, 2017 (the Plan);

10 WHEREAS, the Department of Commerce has found the Plan in compliance with
11 the Community Planning Act;

12 WHEREAS, Broward County now wishes to propose an amendment to the
13 Broward County Land Use Plan within the Broward Municipal Services District;

14 WHEREAS, the Planning Council, as the local planning agency for the Broward
15 County Land Use Plan, held its hearing on October 27, 2022, with due public notice;

16 WHEREAS, the Board of County Commissioners held an adoption public hearing
17 on February 25, 2025, at 10:00 a.m., having complied with the notice requirements
18 specified in Section 163.3184(11), Florida Statutes, at which public comment was
19 accepted and considered;

WHEREAS, landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region;

WHEREAS, landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma;

WHEREAS, most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the detrimental impacts on a host community;

WHEREAS, the Waste Management property includes one such regional landfill, which will be enlarged by the proposed additional development;

WHEREAS, the proposed additional development of the Waste Management property will impact the provision of solid waste disposal and other services by the County, and will create operational impacts for Broward County properties including the Broward County Landfill;

WHEREAS, the proposed additional development of the Waste Management property will provide Waste Management with economies of scale;

WHEREAS, Waste Management has undertaken several voluntary commitments, including a voluntary commitment to pay the County a host charge, which voluntary commitments will be contained in a restrictive covenant that will run with the land and encumber the property and, as determined appropriate, will be stated in a separate

contractual document incorporated into the declaration containing the applicable restrictive covenants;

WHEREAS, the Board will dedicate the proceeds of the host charge to help mitigate potential negative externalities and impacts, known and unknown, resulting from the applicable land use plan amendment and subsequent additional development of the Waste Management property, including, without limitation, and to the extent Waste Management is not primarily or otherwise legally obligated to do so, to: offset or otherwise address potential environmental impacts of the regional landfill, whether presently known or unknown; offset presently known or unknown direct and indirect impacts to the County-owned landfill and other elements of the current system for recycling and disposal of solid waste within Broward County; offset additional costs the County may incur to transport municipal solid waste to alternate disposal facilities; repair damage to roads and highways affected by the presence and use of the Waste Management property; offset costs not legally borne by other parties, including Waste Management, related to remediation and monitoring of closed or abandoned facilities located within the Waste Management property now or in the future; and offset potential costs of infrastructure improvements necessitated by the presence and use of the Waste Management property;

WHEREAS, the Board will utilize the host charge only to address such impacts and otherwise, as determined by the Board, to benefit the County's residents and businesses in connection with solid waste disposal including, without limitation, to: offset the costs of recycling and solid waste management; enhance litter control programs; expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control; if necessary, acquire

property and interests in property adjacent to or in reasonable proximity to the Waste Management property upon a determination by the County that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the Waste Management property; administer and implement regional solid waste planning; and allocate funds received in any fiscal year from the host charge to a reserve fund designated for use for the above purposes in future fiscal years;

WHEREAS, although not a requirement of this land use amendment, the voluntarily offered host charge has a direct and substantial relationship with Waste Management's proposed development and the Board finds it is roughly proportional to the impact of that development;

WHEREAS, the Board of County Commissioners, after due consideration of all matters, hereby finds that the following amendment to the Plan is consistent with the State Plan, Regional Plan, and the Plan; complies with the requirements of the Community Planning Act; and is in the best interests of the health, safety, and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes a Broward County permitted small scale amendment to the Plan pursuant to Section 163.3187(1), Florida Statutes,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The Broward County Land Use Plan is hereby amended by Amendment PC 22-5 in the Broward Municipal Services District, set forth in Exhibit A, attached hereto and incorporated herein.

87 Section 2. Severability.

88 If any portion of this Ordinance is determined by any court to be invalid, the invalid
89 portion will be stricken, and such striking will not affect the validity of the remainder of this
90 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
91 legally applied to any individual, group, entity, property, or circumstance, such
92 determination will not affect the applicability of this Ordinance to any other individual,
93 group, entity, property, or circumstance.

94 Section 3. Effective Date.

95 (a) The effective date of the plan amendment set forth in this Ordinance shall
96 be the later of:

- 97 (1) Thirty-one (31) days after the adoption of this Ordinance;
- 98 (2) The date a final order is issued by the Department of Commerce or the
99 Administration Commission finding the amendment to be in compliance;
- 100 (3) If the Department of Commerce or the Administration Commission finds the
101 amendment to be in noncompliance, pursuant to Section 163.3184(8)(b),
102 Florida Statutes, the date the Board of County Commissioners nonetheless
103 elects to make the plan amendment effective notwithstanding potential
104 statutory sanctions;
- 105 (4) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the
106 date the Declaration of Restrictive Covenants is recorded in the Official
107 Records of Broward County; or
- 108 (5) If recertification of the municipal land use plan amendment is required, the
109 date the municipal amendment is recertified.

(b) This Ordinance is effective as of the date provided by law.

ENACTED February 25, 2025

FILED WITH THE DEPARTMENT OF STATE March 6, 2025

EFFECTIVE March 6, 2025

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Maite Azcoitia 03/04/2025
Maite Azcoitia (date)
Deputy County Attorney

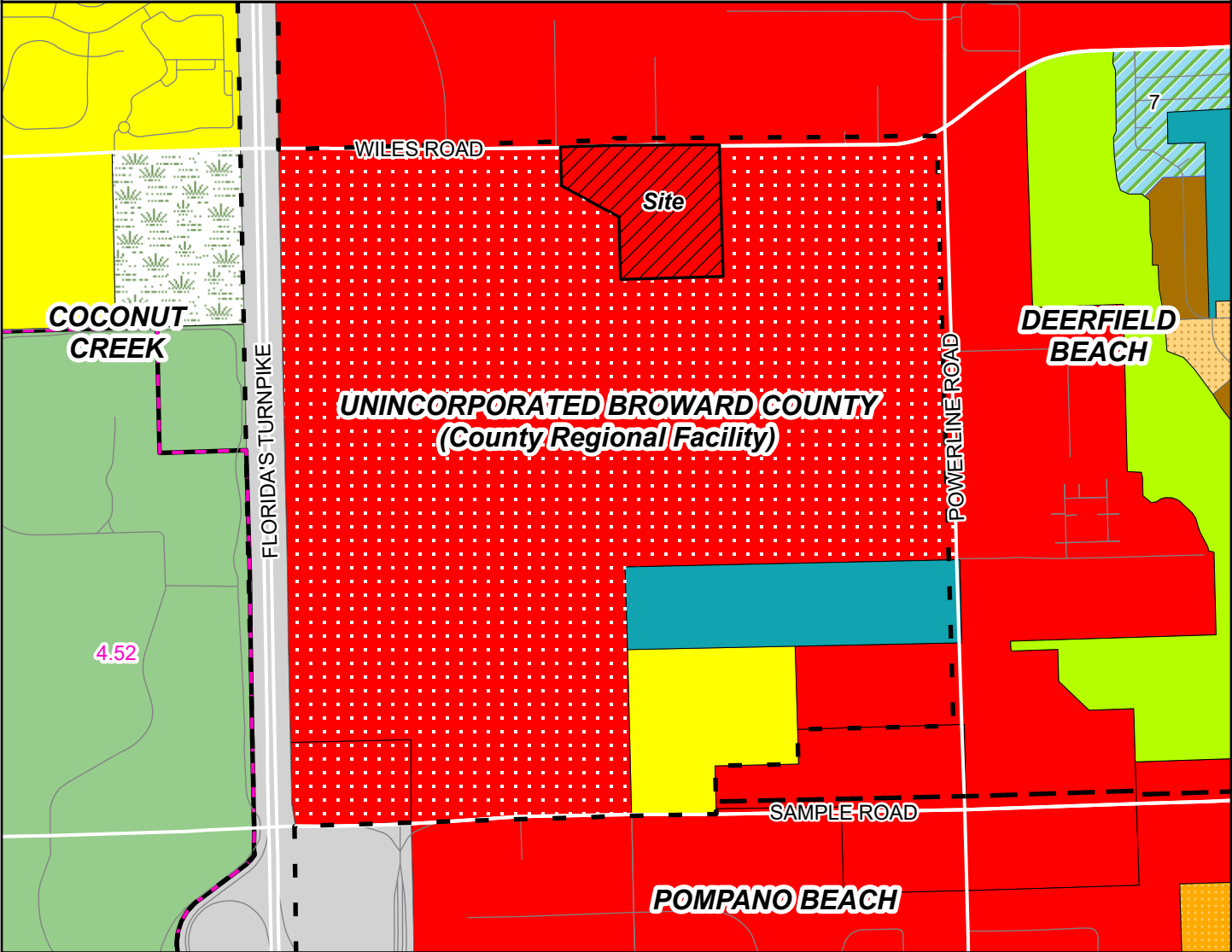
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
FUTURE LAND USE DESIGNATIONS
AMENDMENT PC 22-5

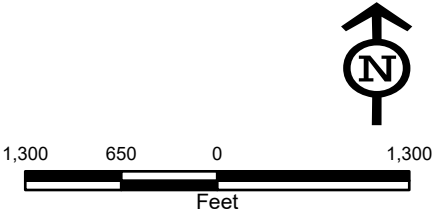
Current Land Use: Electrical Generation Facilities

Proposed Land Use: Commerce

Gross Acres: Approximately 24.2 acres



- Municipal Boundary
- Site
- Dashed-Line Area
- Low (5) Residential
- Low-Medium (10) Residential
- Medium (16) Residential
- Medium-High (25) Residential
- Irregular Residential
- Commerce
- Conservation - Natural Reservations
- Recreation and Open Space
- Commercial Recreation
- Community
- Transportation



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 22-5
(UNINCORPORATED BROWARD COUNTY/BROWARD MUNICIPAL SERVICES DISTRICT)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation

October 18, 2022

Planning Council staff finds that the proposed change from the Electrical Generation Facilities to the Commerce category is generally consistent with the land use designations and development patterns in the surrounding areas.

If the proposed land use amendment is adopted, the applicant has been very clear in its intent to request an expansion of the footprint of the landfill, which is a permitted use in the Commerce land use designation. However, to achieve such an expansion to the landfill footprint, the applicant will be required to apply to the local government (Unincorporated Broward County) and be approved for the appropriate (re)zoning, permits and licenses. Based on information provided the applicant, the existing landfill has an estimated 8 to 9 years of capacity remaining (barring the unanticipated cleanup from any storm events) and an expansion of the facility could extend the capacity by an additional 5 to 6 years.

The collection, recycling and disposal of solid waste in Broward County presents a complex series of issues as each local government determines its own process and providers. As it is unclear as to the direction that Broward County and its local governments are moving towards related to regional solid waste disposal as part of the Solid Waste Working Group, the proposed land use plan change may be considered premature and create a cascading affect regarding (re)zoning, permitting and licensing applications.

Pending a recommendation by the Planning Council and if the Broward County Land Use Plan amendment and local version of the amendment are adopted by the Broward County Board of County Commissioners, effectiveness of the approval of the land use plan amendment shall not occur until the municipal recertification of the local amendment is complete.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or

RECOMMENDATIONS/ACTIONS (continued)

DATE

I. Planning Council Staff Recommendation (continued)

October 18, 2022

- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

II. Planning Council Public Hearing Recommendation

October 27, 2022

While we find no technical fault with staff’s recommendation, as a matter of urban planning essential to the implementation of effective land use planning, we cannot recommend expansion of any landfill facilities within Broward County at this time. Further, a second Planning Council public hearing is not required. (Vote of the board; Unanimous: 12-0; Brunson, Castillo, Fernandez, Hardin, Horland, Levy, Parness, Reiter, Rich, Rosenof, Williams and DiGiorgio)

III. County Commission Final Action

February 25, 2025

Approved the proposed land use designation change from Electrical Generation Facilities to the Commerce category to support the expansion of the landfill, as amended to incorporate the legislative findings and other recitals stated in Exhibit 29, with the effectiveness of the underlying Land Use Plan amendment being subject to Waste Management Inc. of Florida’s execution and the subsequent recordation in the Official

RECOMMENDATIONS/ACTIONS (continued)

DATE

III. County Commission Final Action (continued)

February 25, 2025

Records of the County of the Declarations of Restrictive Covenants attached as Exhibits 24 and 36 to the agenda report, and further subject to the terms of the Agreement between Waste Management Inc. of Florida and Broward County distributed as additional material labeled as Exhibit 39, the form of which documents having been reviewed and approved in writing by the Office of the County Attorney, incorporating for purposes of legal enforceability the voluntary commitments proffered by Waste Management in its letter dated January 14, 2025, as updated on January 27, 2025, distributed as additional material labeled as Exhibit 40, as an inducement to the Board to approve its application; and authorizing the Mayor to execute the Agreement. (Referenced exhibits are attached and labeled as referenced.)

(Vote of the board; 5-3; Yes: Furr, Geller, Rich, Rogers and Udine. No: Bogen, Davis and Fisher.)

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-5

INTRODUCTION AND APPLICANT'S RATIONALE

- I. Municipality: Unincorporated Broward County/Broward Municipal Services District (BMSD)
- II. County Commission District: District 2
- III. Site Characteristics
- A. *Size:* Approximately 24.2 acres
- B. *Location:* In Section 16, Township 48 South, Range 42 East; generally located on the south side of Wiles Road/Northwest 48 Street, between Powerline Road and the Florida's Turnpike.
- C. *Existing Use:* Non-operational waste-to-energy incinerator facility and solid waste transfer station (non-conforming use permitted by agreement through July 2023)
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. *Current Designation:* Electrical Generation Facilities
- B. *Proposed Designation:* Commerce
- C. *Estimated Net Effect:* Addition of 24.2 acres of commerce use
Reduction of 24.2 acres of electrical generation facilities use
- V. A. Existing Uses and BCLUP Designations Surrounding the Amendment Site
1. *Existing Uses:* North: Warehouse/Industrial (Deerfield Beach)
East: Landfill (BMSD)
South: Landfill (BMSD)
West: Landfill (BMSD)
2. *Planned Uses:* North: Commerce (Deerfield Beach)
East: Commerce (BMSD)
South: Commerce (BMSD)
West: Commerce (BMSD)

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

V. B. Existing Uses and BCLUP Designations Surrounding the County Regional Facility

- | | | | | | | | | | |
|-------------------|--|--------|---|-------|--|--------|---|-------|--|
| 1. Existing Uses: | <table border="0"><tr><td style="padding-right: 10px;">North:</td><td>Vacant and Warehouse/Industrial (Deerfield Beach)</td></tr><tr><td>East:</td><td>Warehouse/Industrial (Deerfield Beach), FPL Substation (BMSD), Outdoor Vehicle Storage, Office (BMSD) and Retail (Deerfield Beach)</td></tr><tr><td>South:</td><td>FPL Substation (BMSD), Turnpike Access and Retail (Pompano Beach)</td></tr><tr><td>West:</td><td>Florida's Turnpike (BMSD) and County Facility (Tradewinds Park) (Coconut Creek)</td></tr></table> | North: | Vacant and Warehouse/Industrial (Deerfield Beach) | East: | Warehouse/Industrial (Deerfield Beach), FPL Substation (BMSD), Outdoor Vehicle Storage, Office (BMSD) and Retail (Deerfield Beach) | South: | FPL Substation (BMSD), Turnpike Access and Retail (Pompano Beach) | West: | Florida's Turnpike (BMSD) and County Facility (Tradewinds Park) (Coconut Creek) |
| North: | Vacant and Warehouse/Industrial (Deerfield Beach) | | | | | | | | |
| East: | Warehouse/Industrial (Deerfield Beach), FPL Substation (BMSD), Outdoor Vehicle Storage, Office (BMSD) and Retail (Deerfield Beach) | | | | | | | | |
| South: | FPL Substation (BMSD), Turnpike Access and Retail (Pompano Beach) | | | | | | | | |
| West: | Florida's Turnpike (BMSD) and County Facility (Tradewinds Park) (Coconut Creek) | | | | | | | | |
| 2. Planned Uses: | <table border="0"><tr><td style="padding-right: 10px;">North:</td><td>Commerce (Deerfield Beach)</td></tr><tr><td>East:</td><td>Commerce (Deerfield Beach), Community and Low (5) Residential (BMSD)</td></tr><tr><td>South:</td><td>Community (BMSD), Commerce and Transportation (Pompano Beach)</td></tr><tr><td>West:</td><td>Transportation (Florida's Turnpike) (BMSD), Recreation and Open Space (Coconut Creek) and Conservation (Coconut Creek)</td></tr></table> | North: | Commerce (Deerfield Beach) | East: | Commerce (Deerfield Beach), Community and Low (5) Residential (BMSD) | South: | Community (BMSD), Commerce and Transportation (Pompano Beach) | West: | Transportation (Florida's Turnpike) (BMSD), Recreation and Open Space (Coconut Creek) and Conservation (Coconut Creek) |
| North: | Commerce (Deerfield Beach) | | | | | | | | |
| East: | Commerce (Deerfield Beach), Community and Low (5) Residential (BMSD) | | | | | | | | |
| South: | Community (BMSD), Commerce and Transportation (Pompano Beach) | | | | | | | | |
| West: | Transportation (Florida's Turnpike) (BMSD), Recreation and Open Space (Coconut Creek) and Conservation (Coconut Creek) | | | | | | | | |

VI. Applicant/Petitioner

- | | |
|--------------------|--|
| A. Applicant: | Waste Management Inc. of Florida |
| B. Agent: | C. William Laystrom, Jr., Esq., Doumar, Allsworth, Laystrom, Voigt, Adair & Dishowitz, LLP |
| C. Property Owner: | Waste Management Inc. of Florida |

VII. Recommendation of Local Governing Body:

The Broward County Board of County Commissioners has transmitted the application to the Broward County Planning Council for review and analysis.

EXHIBIT B

The applicant's voluntary commitments regarding the landfill expansion are subject to the following attached draft "Declarations of Restrictive Covenants," which are required to be executed and recorded by the applicant prior to the effective date, and further subject to the findings and agreement correspondence that have been submitted by the applicant to memorialize said commitments.

County Commission Referenced Exhibits as Listed in County Commission Final Action of February 25, 2025 (of Agenda Item 33)

Exhibit 29. January 28, 2025, Additional Material from Item 57 (Submitted by Mayor Furr: Amended Motion Statement and Legislative Findings) [Note: this information has also been incorporated into adopted Ordinance 2025-10.]

Exhibit 24. January 23, 2024, Additional Material from Item 45 (Submitted by the Broward County Planning Council: Updated Draft Declaration of Restrictive Covenants)

Exhibit 36. January 28, 2025, Additional Material from Item 57 (Submitted by Office of the County Attorney: Final Proposed Declaration of Restrictive Covenants)

Exhibit 39. February 25, 2025, Additional Material from Item 33 (Submitted by Office of the County Attorney: Agreement between Broward County and Waste Management Inc. of Florida to Address Impacts of Further Development of the Monarch Hill Landfill)

Exhibit 40. February 25, 2025, Additional Material from Item 33 (Submitted by Office of the County Attorney: Updated Letter from Waste Management dated January 27, 2025)

ITEM #57

ADDITIONAL MATERIAL

Public Hearing

JANUARY 28, 2025

SUBMITTED AT THE REQUEST OF

MAYOR BEAM FURR

Submitted by Mayor Beam Furr: Amended Motion Statement and
Legislative Findings

When this item is before the Board for consideration, I intend to move the item based on the below-stated motion statement and intend to move the ordinance as amended by the below-stated legislative findings/recitals:

Amended Motion Statement: MOTION TO APPROVE Ordinance adopting Small-Scale amendment PC 22-5 as read by the Reading Clerk, as amended to incorporate the legislative findings and other recitals stated in Exhibit 29 to the agenda report, with the effectiveness of the underlying Land Use Plan amendment being subject to Waste Management Inc. of Florida's (Waste Management) execution and the subsequent recordation in the Official Records of the County of the Declaration of Restrictive Covenants (DRC) attached as Exhibit 31, and further subject to the execution of the Agreement between Waste Management and Broward County (Agreement) attached as Exhibit 32, the form of which documents having been reviewed and approved in writing by the Office of the County Attorney, incorporating for purposes of legal enforceability the voluntary commitments proffered by Waste Management in its letter dated January 14, 2025, attached as Exhibit 30 (Letter), as an inducement to the Board to approve its application; and authorizing the Mayor to execute the Agreement.

Legislative findings to be incorporated into Ordinance:

WHEREAS, landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region;

WHEREAS, landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma;

WHEREAS, most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the detrimental impacts on a host community;

WHEREAS, the Waste Management property includes one such regional landfill, which will be enlarged by the proposed additional development;

WHEREAS, the proposed additional development of the Waste Management property will impact the provision of solid waste disposal and other services by the County, and will create operational impacts for Broward County properties including the Broward County Landfill;

WHEREAS, the proposed additional development of the Waste Management property will provide Waste Management with economies of scale;

WHEREAS, Waste Management has undertaken several voluntary commitments, including a voluntary commitment to pay the County a host charge, which voluntary commitments will be contained in a restrictive covenant that will run with the land and encumber the property and, as determined appropriate, will be stated in a separate contractual document incorporated into the declaration containing the applicable restrictive covenants;

WHEREAS, the Board will dedicate the proceeds of the host charge to help mitigate potential negative externalities and impacts, known and unknown, resulting from the applicable land use plan amendment and subsequent additional development of the Waste Management property, including, without limitation, and to the extent Waste Management is not primarily or otherwise legally obligated to do so, to: offset or otherwise address potential environmental impacts of the regional landfill, whether presently known or unknown; offset presently known or unknown direct and indirect impacts to the County-owned landfill and other elements of the current system for recycling and disposal of solid waste within Broward County; offset additional costs the County may incur to transport municipal solid waste to alternate disposal facilities; repair damage to roads and highways affected by the presence and use of the Waste Management property; offset costs not legally borne by other parties, including Waste Management, related to remediation and monitoring of closed or abandoned facilities located within the Waste Management property now or in the future; and offset potential costs of infrastructure improvements necessitated by the presence and use of the Waste Management property;

WHEREAS, the Board will utilize the host charge only to address such impacts and otherwise, as determined by the Board, to benefit the County's residents and businesses in connection with solid waste disposal including, without limitation, to: offset the costs of recycling and solid waste management; enhance litter control programs; expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control; if necessary, acquire property and interests in property adjacent to or in reasonable proximity to the Waste Management property upon a determination by the County that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the Waste Management property; administer and implement regional solid waste planning; and allocate funds received in any fiscal year from the host charge to a reserve fund designated for use for the above purposes in future fiscal years;

WHEREAS, although not a requirement of this land use amendment, the voluntarily offered host charge has a direct and substantial relationship with Waste Management's proposed development and the Board finds it is roughly proportional to the impact of that development.

ITEM #45(2)

(Revised Exhibit 5)

ADDITIONAL MATERIAL

REGULAR MEETING

JANUARY 23, 2024

SUBMITTED AT THE REQUEST OF

BROWARD COUNTY

PLANNING COUNCIL

ADDITIONAL AGENDA MATERIAL

AGENDA ITEM NUMBER 45

PC 22-5

UPDATED DRAFT DECLARATION OF RESTRICTIVE COVENANTS

This Instrument Prepared By:
C. William Laystrom Jr., Esq.
1177 S.E. 3rd Ave.
Fort Lauderdale, Florida 33316

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated this day of _____, 2024, by and through Waste Management Inc. of Florida, a Florida Corporation ("Declarant"), for the benefit of Broward County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Declarant is the owner of the property located in the County as further described on Exhibit A attached hereto and made a part of hereof (the "Property"); and

WHEREAS, the Declarant has requested an amendment to the land use designation on the Property from electrical generating plant to commerce; and

WHEREAS, the Declarant intends to develop the Property for landfill, solid waste disposal and other uses consistent with the industrial uses allowed under the commerce designation including, but not limited to, those uses allowed under the A-6 and A-7 Zoning Districts of the County Zoning Code and requests that the County review the impacts of its land use amendment based upon the impacts created by industrial use rather than other uses that might be allowed under a Commerce designation including, but not limited to, restaurant, retail, etc.; and

WHEREAS, in order for the County to review the impacts based solely on industrial uses, Declarant must enter into this Declaration for the benefit of the County limiting the development and use of the Property to industrial; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the restrictions hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Property Development and Use Limitation. In connection with the development and use of the Property, Declarant agrees that the Property shall be restricted to industrial uses, as more particularly defined in Attachment A, attached hereto. This shall be deemed a restriction on the development and use of the Property.
3. Recordation/Effective Date. This Declaration shall not be effective until this Declaration is recorded in the Official Records of Broward County, Florida. Once recorded, this Declaration shall run with the Property for the sole benefit of the County and shall bind all successors and assigns to title of the Property. This Declaration shall not give rise to a cause of action by any party other than the County and no party other than the County shall be entitled to enforce this Declaration.

4. Amendment. This Declaration may not be modified, amended or terminated without prior written approval from the owner(s) of the Property and joinder and consent of the County.
5. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.
6. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.
7. Captions, Headings and Titles. The captions, paragraph headings and titles contained in this Declaration are for reference and convenience only and in no way define, describe, extend or limit the scope of intent of this Declaration, nor the intent of the provisions hereto.
8. Severability. Unless otherwise provided herein, if any provision of this Declaration shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.
10. Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as follows:

Declarant

Witnesses:

Waste Management Inc. of Florida
a Florida corporation

(Signature)

Print Name:

By: _____
Its Authorized Agent

(Signature)

Print Name:

STATE OF
COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 202__,
by _____, as _____ of Waste Management Inc. of

Florida, a Florida corporation. He/She is personally known to be or produced _____ as identification.

(Seal)

NOTARY PUBLIC

My Commission expires:

(Signature)

Print Name:

Commission No.:

ATTACHMENT A

INDUSTRIAL USE

Uses permitted in areas designated industrial are as follows:

1. Light and heavy industrial uses.
2. Heavy commercial uses including new and used automobile, truck, motorcycle, boat and trailer display, sales, and service; newspaper, magazine, and printing plants; bakeries, carpentry, cabinet shops and other trade shops; motion picture studios; ice houses; propane gas sales and repair; and salvage yards.
3. Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories.
4. Office uses.
5. Transportation facilities.
6. Recreation and open space, cemeteries, and commercial recreation uses, as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. Community facilities.
8. Non-residential Agricultural uses.
9. Ancillary commercial uses within buildings devoted to primary industrial uses.
10. Wholesaling uses.
11. The following uses may also be permitted if certified by the Broward County Planning Council in the local land use plan, subject to the review and approval requirements of Policy 2.10.1 and as long as the total area of these uses does not consume more than 20 percent of the industrial land designated on the Future Broward County Land Use Plan Map (Series) within a flexibility zone, and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industrial uses:
 - a. Commercial and retail business uses.
 - b. Hotel, motel and similar lodging.
12. Mining.
13. Communication facilities.
14. Utilities, excluding electrical power plants.
15. Residential units within the same structure as industrial uses for the owner, manager or caretaker of the industrial uses may be located in areas designated industrial without the application of flexibility units or reserve units.

ADDITIONAL MATERIAL

Public Hearing

JANUARY 28, 2025

SUBMITTED AT THE REQUEST OF

OFFICE OF THE COUNTY ATTORNEY

Return to: (enclose self-addressed stamped envelope)

Name: C. William Laystrom , Jr., Esq.

Address: 1177 S.E. 3rd Avenue
Fort Lauderdale, FL 33316

This Instrument Prepared by:
Maite Azcoitia, Deputy County Attorney
Office of the Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made by Waste Management Inc. of Florida, a Florida corporation ("Declarant"), its successors and assigns, for the benefit of Broward County, a political subdivision of the State of Florida ("County").

WITNESSETH:

A. Declarant is the fee simple owner of lands located in the Broward Municipal Services District, more particularly described in Exhibit A, the "Landfill Property," and Exhibit B, the "LUPA Property" (collectively, the "Property").

B. Declarant requested that County approve applications to amend the Future Unincorporated Land Use Plan Element (FULUPE) and the Countywide Land Use Plan (LUP) for the LUPA Property from Electrical Generation Facilities to Industrial (FULUPE) and Commerce (Countywide LUP) (individually, "Application" and collectively, "Applications").

C. The Landfill Property surrounds the LUPA Property on three (3) sides and includes a regional landfill. Approval of the applicable Application(s) would potentially allow proposed additional development on the LUPA Property, and would potentially enable expansion of the landfill use on the Landfill Property.

D. Landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region.

E. Landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma.

F. Most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the detrimental impacts on a host community.

G. The proposed additional development of the Property will impact the provision of solid waste disposal and other services by the County and will create operational impacts for Broward County properties, including the Broward County Landfill, while providing Declarant with economies of scale.

H. Declarant has undertaken several voluntary commitments to address concerns raised by County regarding potential negative externalities and impacts, including unknown externalities and impacts, with the intent: (i) that the Board of County Commissioners of Broward County ("Board") may rely on these commitments when deciding whether to approve the Applications and (ii) to induce the Board into approving its Applications.

I. Declarant has incorporated the voluntary commitments into that Agreement between Declarant and County, attached hereto and incorporated herein as Exhibit C ("Agreement").

J. Although not a requirement of the Applications, the voluntarily offered commitments contained in the Agreement have a direct and substantial relationship with Declarant's proposed development of the Property that is roughly proportional to the impact of that development.

K. In connection with the Applications, Declarant has voluntarily agreed to place the below-stated commitments contained in the Agreement as restrictions on the development of the Property, to run with the land and be binding on Declarant's successors and assigns, if any, in favor of the County.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, Declarant hereby voluntarily declares that the Property described in Exhibits A and B shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns.

1. *Recitations.* Declarant has read, understands, and consents to each of the recitals and legislative findings referenced above and agrees that all of such recitals and legislative findings are true and correct and are incorporated into this Declaration by this reference.

2. *Commitments Voluntarily Undertaken by Declarant.* The Agreement is deemed incorporated into this Declaration as though fully set forth in this section. Accordingly, upon satisfaction of the Horizontal Expansion Condition (as defined in the Agreement), Declarant shall comply with the following commitments, which shall run with the Property:

- 2.1. Payment to County of a Host Charge (as defined in the Agreement) as set forth in Section 2.2 of the Agreement;
- 2.2. Pursuant to Sections 2.3.2 and 2.3.4 of the Agreement, prohibit the disposal at the LUPA Property of "Excluded Waste," as defined by the Agreement;
- 2.3. Consistent with Section 2.4.3 of the Agreement, prohibit the disposal of any waste on the LUPA Property for a period of eighteen (18) months after January 28, 2025 (as same may be extended pursuant to the terms of Section 2.4.3); and
- 2.4. If applicable pursuant to Section 2.12.1 of the Agreement, relinquish its rights as set forth in Section 2.12.1.

If both the Horizontal Expansion Condition and Vertical Expansion Condition (as those terms are defined in the Agreement) are satisfied, Declarant shall also comply with the following voluntary undertaken commitments as stated in the Agreement that are contingent on approval of the Vertical Expansion Condition (and subject to any other conditions stated in the Agreement):

- 2.5. Pursuant to Sections 2.3.3 and 2.3.4 of the Agreement, prohibit the disposal at the Landfill Property of "Excluded Waste," as defined by the Agreement;
- 2.6. Consistent with Section 2.4.1 of the Agreement, limit the annual volume of waste accepted for disposal at the Property from sources outside of Broward County to no more than the "Non-Broward Limit," as defined by the Agreement;
- 2.7. Pursuant to Section 2.5.1 of the Agreement, make available to County an "Increased Disposal Capacity Commitment," as defined by the Agreement;
- 2.8. Pursuant to Section 2.6.3 of the Agreement, comply with the processing requirements set forth therein; and
- 2.9. Provide Contingency Disposal Services (as defined in the Agreement) consistent with Section 2.9 of the Agreement.

3. *Amendment.* Except as otherwise provided herein, this Declaration shall not be modified or amended as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification or amendment, and approved by the Board at a public meeting.

4. *Recordation and Effective Date.* This Declaration shall not become effective and shall not be recorded in the Official Records of Broward County, Florida, until after approval by County of either Application or both Applications and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect County's approval of the Application(s). Once recorded, this Declaration shall run with the land for the sole benefit of County and shall bind all of Declarant's successors-in-interest with respect to the Property. This Declaration shall not give rise to

any other cause of action by any parties other than the County. There are no third-party beneficiaries, and no parties other than County shall be entitled to enforce this Declaration. Any failure by the County to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter. Any amendment, modification or release of this Declaration shall be recorded in the Official Records of Broward County, Florida, at the then owner's expense.

5. *Enforcement.* In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, by reference or otherwise, Declarant acknowledges and agrees that County may withhold further permits and approvals with respect to the Property, provided County first provides Declarant with written notice and a thirty (30) day opportunity to cure the violation(s). County is the beneficiary of this Declaration and, as such, County may enforce these covenants and restrictions by action at law or in equity including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration.

6. *Severability.* If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. The severing of any provision pursuant to this clause shall not impact any obligation in the Agreement.

7. *Law, Jurisdiction, Venue, Waiver of Jury Trial.* This Declaration will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Declaration will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

8. *Captions, Headings, and Titles.* Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

9. *Incorporation by Reference.* Any and all Recital clauses stated above are true and correct and are incorporated in this Declaration by reference. The attached Exhibits are incorporated into and made a part of this Declaration.

10. *Priority of Provisions.* Except to the extent that this Declaration references an obligation or commitment contained in the Agreement, attached as Exhibit C, if there is a conflict or inconsistency between any term, statement, requirement, or provision of

any document or exhibit attached to, referenced by, or incorporated in this Declaration and any provision of Sections 1 through 10 of this Declaration, the provisions contained in Sections 1 through 10 shall prevail and be given effect. Where this Declaration references an obligation or commitment contained in the Agreement, the terms of the Agreement shall prevail and be given effect.

11. *Context.* Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

12. *Release.* Upon request of the then owner(s) of the Property, County, by and through its County Administrator, agrees to record a Release of Restrictive Covenants ("Release"), which shall terminate the effectiveness of this Declaration, upon the occurrence of any of the following conditions: (i) the Agreement, in its entirety, is terminated following a suspension pursuant to Section 2.12 of the Agreement; (ii) a final judicial determination, through the completion of all applicable appeals, is made that the Agreement, in its entirety, is unlawful, invalid, or unenforceable; (iii) if neither the Vertical Expansion Condition or the Horizontal Expansion Condition is satisfied by July 3, 2028, and the then owner(s) provides written notice to County that it is relinquishing its right to seek to use any of the expansion space (vertical and/or horizontal) in connection with County's past approval (as of the time such notice is provided) of the Application(s) or zoning code change; or (iv) after the Vertical Expansion Condition and the Horizontal Expansion Condition are both satisfied, both are then subsequently deemed by a court to be unlawful, invalid, or unenforceable, through the completion of all applicable appeals.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Declarant has executed this Declaration on the day below written

WITNESSES

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation

Charles M. Gray
(Signature)
Print name Charles M. Gray
Print address 10305
SUNSHINE HILL DR
FL 33431
(Signature)
Printed name Sharon Aiken
Print address 9721 Sea Turtle Dr.
Plantation, FL 33324

By David M. Myhan
(Signature)
Print name DAVID M. MYHAN
Title PRESIDENT
Print address 1200 N. MILITARY TRAIL
BOCA RATON, FL 33431
23rd day of JANUARY 2025

STATE OF Florida
COUNTY OF Palm Beach SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by DAVID MYHAN as President of Waste Management Inc. of Florida, a Florida corporation, who is personally known to me or who has produced as identification

23rd day of January 2025
WITNESS my hand and official seal in the County and State first aforesaid this

C. William Laystrom, Jr.
Notary Public



C. WILLIAM LAYSTROM, JR.
Commission # GQ 272173
Expires January 8, 2023
Qualified Notary Public

Typed, printed or stamped name of Notary Public

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibits A and B hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Declaration.

WITNESSES:

(Signature) _____
 Print name: _____
 Print address: _____

(Signature) _____
 Print name: _____
 Print address: _____

By: _____
(Signature)
Print name: _____
Title: _____
Print
address: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
 day of _____, 202__.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION
LANDFILL PROPERTY

\\ctafille02\Survey_Projects\1977\77-1061-001-12 OVERALL UPDATE SURVEY\dwg\77-1061-OVERALL-SOS UPDATE-C3D_2023.dwg [SHEET 1] May 28, 2024 9:16am RYOUNG



PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT "A," WASTE MANAGEMENT, INC. PLAT NO. ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH PARCEL "A," WASTE MANAGEMENT, INC. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 46 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," AND A PORTION OF PARCEL "B," WASTE MANAGEMENT, INC. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGE 37 OF SAID PUBLIC RECORDS, TOGETHER WITH MOTOR VEHICLES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGE 31 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGE 37 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGE 16 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," THE HILTON COMPLEX, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 36 OF SAID PUBLIC RECORDS, BEING DESCRIBED AS FOLLOWS:

4
ER
ON 16

SURVEY NOTES:

1. THE LEGAL DESCRIPTION AND BOUNDARY OF THE PROPERTY SHOWN HEREON WAS PREPARED BY THIS OFFICE BASED ON THE VARIOUS PLATS, RIGHT OF WAY MAPS, SECTIONAL RECORDS, SUBDIVISION RECORDS FOR SECTIONS 16 AND 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST AND PREVIOUS SURVEY PREPARED FOR THE CLIENT.
2. UNLESS OTHERWISE NOTED HEREON, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT AS STATED UNDER RULE 5J-17.052 F.A.C.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°44'31"E ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
4. THE DIGITAL DATA PROVIDED IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=300' OR SMALLER.
5. THE INTENT OF THIS SURVEY IS TO DEPICT THE BOUNDARY OF THE PROPERTY AS DESCRIBED, NO FIELD LOCATION OF IMPROVEMENTS HAS BEEN PERFORMED AT THE REQUEST OF THE CLIENT. SITE IMPROVEMENTS ARE SHOWN BASED ON A FEBRUARY, 2024 AERIAL OF THE SITE AS SUPPLIED BY THE CLIENT.
6. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF WASTE MANAGEMENT, INC. OF FLORIDA FOR THE EXPRESS PURPOSES STATED HEREON AND/OR CONTAINED IN THE CONTRACT WITH THE AFOREMENTIONED CLIENT FOR THIS PROJECT. REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
7. NO EVIDENCE OF OVERLAPPING DESCRIPTIONS OR HIATUS, EXCESS OF DEFICIENCIES, CONFLICTING BOUNDARY LINES OR MONUMENTS, OR EVIDENCE OF CONFLICTING BOUNDARY RIGHTS, UNLESS OTHERWISE SHOWN HEREON.
8. ADDITIONS AND DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE UNDERSIGNED.
9. EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD EITHER PLATTED OR RECORDED IN THE PUBLIC RECORDS ARE SHOWN ON SHEET V-2 AND ARE BASED ON THE FOLLOWING TITLE SEARCH REPORTS PREPARED BY TITLE-WRITE SOLUTIONS, INC.:
FILE NUMBER: MONARCH 1; REPORT NO.: TW-22005414; DATE PREPARED: AUGUST 28, 2023
FILE NUMBER: MONARCH 2; REPORT NO.: TW-22005415; DATE PREPARED: JANUARY 10, 2023
FILE NUMBER: MONARCH 3; REPORT NO.: TW-22005416; DATE PREPARED: JANUARY 11, 2023
FILE NUMBER: MONARCH 4; REPORT NO.: TW-22005417; DATE PREPARED: JANUARY 11, 2023

I FURTHER CERTIFY THAT THIS SKETCH OF SURVEY AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY I MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICES FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULE 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION
FEBRUARY/MARCH, 2024.

RAYMOND YOUNG - FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 5799
CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271
ryoung@craventhompson.com

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MCRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS



**MONARCH HILL
POMPANO BEACH, FLORIDA**

PREPARED FOR:
WASTE MANAGEMENT, INC. OF FLORIDA

BOUNDARY SURVEY

PROJECT NO.
77-1061-001-12

V-1

SHEET 1 OF 3

EXHIBIT B
LEGAL DESCRIPTION
LUPA PROPERTY

EXHIBIT C
AGREEMENT BETWEEN COUNTY AND WASTE MANAGEMENT



AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT INC. OF FLORIDA TO ADDRESS IMPACTS OF FURTHER DEVELOPMENT OF THE MONARCH HILL LANDFILL

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Waste Management Inc. of Florida, a Florida for Profit Corporation (“Waste Management”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region.

B. Landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma.

C. Most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the potential impacts on a host community.

D. The Monarch Hill landfill, owned by Waste Management, is one such regional landfill. The Monarch Hill landfill is located on the south side of Wiles Road/Northwest 48th Street, between Powerline Road and the Florida Turnpike in the Broward Municipal Services District (“Existing Landfill”).

E. If the conditions described below are met, the Existing Landfill will be expanded both vertically—raising its height from 225 feet to 325 feet—and horizontally, incorporating an approximately 24.2-acre parcel at 2600 Wiles Road, Pompano Beach, Florida 33073, previously used for a waste-to-energy plant (“Horizontal Expansion Site”). A legal description of the Horizontal Expansion Site is attached as **Exhibit A**. The Existing Landfill, together with the Horizontal Expansion Site and/or the new air space created by the Vertical Expansion Condition (as defined below), is referred to herein as the “Expanded Landfill.”

F. In a letter dated January 14, 2025, a copy of which is attached as **Exhibit B** (“Commitment Letter”), Waste Management voluntarily made specific commitments to address concerns raised by County regarding potential negative externalities and impacts, including unknown externalities and impacts, with the intent: (i) that the Board of County Commissioners (“Board”) may rely on those commitments when deciding whether to provide approvals necessary for the proposed vertical and/or horizontal expansion(s) and (ii) to induce the Board into providing such approvals.

G. On January 28, 2025, the Board is considering adoption of ordinances relating to the proposed vertical and horizontal expansions of the Existing Landfill (collectively, “Development Ordinances”).

H. In conjunction with the Board's consideration of the Development Ordinances, Waste Management has agreed to record restrictive covenants to run with the land and bind Waste Management's successors and assigns, if any, which restrictive covenants are contained in the Declaration of Restrictive Covenants attached as **Exhibit C** ("Restrictive Covenants").

I. The proposed vertical and horizontal expansions will impact the provision of solid waste disposal and other services by County while providing Waste Management with economies of scale.

J. To address the potential negative externalities and impacts created by the proposed expansions, as would be enabled by enactment of the Development Ordinances, Waste Management agrees to perform the obligations and commitments set forth in this Agreement, and County agrees, as it determines in its sole discretion, to utilize the performance by Waste Management to benefit County's residents and businesses in connection with solid waste disposal including, without limitation, to: offset costs of recycling and solid waste management; enhance litter control programs; expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control; and to otherwise address the potential negative externalities and impacts, whether known or currently unknown, from the proposed vertical and/or horizontal expansion of the Existing Landfill.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Adjustment CPI" means for All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted, Series ID: CUUR0000SA0, with any adjustments made based thereon having a cap not to exceed five percent (5%) per year and a floor of not less than one percent (1%) per year.

1.2 "Contracted Processable Waste" means any Class I waste (as defined by the Florida Administrative Code), refuse, garbage (as defined by the Florida Administrative Code), trash, and rubbish that is: (i) generated from residential or commercial properties located within Broward County; and (ii) delivered by or on behalf of County, whether such solid wastes were delivered from within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services. Notwithstanding the foregoing, the Parties hereby agree that the definition of "Contracted Processable Waste" will be consistent with the definition of that term in the Global Amendment (defined below).

1.3 "Disposal Agreement" means the Solid Waste Disposal Services Agreement entered into on June 26, 2012, by County and Wheelabrator Environmental Systems, Inc., regardless of any assignment, and as amended.

1.4 “Disposal Agreement End Date” means the: (i) date the Disposal Agreement expires, including any renewals thereof which renewals may continue through part of the year 2038; or (ii) the effective date of its termination, if applicable.

1.5 “Global Amendment” means the Global Amendment, dated as of May 19, 2015, among County, Waste Management, Wheelabrator South Broward Inc., and other entities, as amended.

1.6 “Horizontal Expansion Condition” means the issuance of all permits, licenses, and other approvals required to authorize disposal of waste on the Horizontal Expansion Site, including any required solid waste permit, solid waste license, environmental resource permit, surface water management license, and zoning change. Notwithstanding the foregoing, the Horizontal Expansion Condition will automatically be deemed to have been satisfied if Waste Management begins disposing of any revenue-generating waste on the Horizontal Expansion Site, but such disposal is not required for the Horizontal Expansion Condition to be deemed satisfied.

1.7 “Okeechobee Landfill” means Waste Management’s Okeechobee landfill facility, located at 10800 N.E. 128th Avenue, Okeechobee, Florida 33972.

1.8 “Vertical Expansion Condition” means the issuance of all permits, licenses, and other approvals required to authorize disposal of waste at the Existing Landfill above 225 feet and up to 325 feet National Geodetic Vertical Datum (“NGVD”), including any required solid waste permit, solid waste license, environmental resource permit, and surface water management license. Notwithstanding the foregoing, the Vertical Expansion Condition will automatically be deemed to have been satisfied if Waste Management begins disposing of any revenue-generating waste at the Existing Landfill or Expanded Landfill above 225 feet NGVD, but such disposal is not required for the Vertical Expansion Condition to be deemed satisfied.

ARTICLE 2. WASTE MANAGEMENT OBLIGATIONS

2.1. Binding Effect of Voluntary Commitments. Waste Management has read, understands, and concurs with each of the recitals and legislative findings contained in the Development Ordinances and otherwise set forth above, and agrees that all such recitals and legislative findings are true and accurate and are incorporated into this Agreement.

In addition, Waste Management is voluntarily undertaking several commitments including, but not limited to, a voluntary commitment to pay County a Host Charge (defined below) and other commitments contained herein and in the Restrictive Covenants that will run with the land and encumber the Expanded Landfill. Waste Management has voluntarily undertaken these specific commitments to address concerns raised by County regarding potential negative externalities and impacts, including contingent and unknown externalities and impacts, resulting from the expansion. Waste Management’s voluntary commitments were made with the express intent that County may rely upon them in considering the Development Ordinances referenced above. The purpose of this Agreement and the Restrictive Covenants is to ensure that Waste Management is legally bound to perform each such voluntary commitment (subject to any stated conditions) and to ensure that, as applicable, such commitments are binding upon any successors and assigns of Waste Management.

As further specified below, Waste Management's obligation to perform some of its commitments is conditioned upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition. Therefore, Waste Management agrees to use its best efforts to diligently and expeditiously achieve satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition as soon as possible and without any undue delay.

Unless otherwise specified in this Agreement, where Waste Management agrees to provide capacity for disposal of waste of any nature (whether such waste was generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services), Waste Management will provide such capacity at the rates and on the applicable terms as stated in the Capacity Schedule attached as **Exhibit D**.

Waste Management's binding commitments are described in more detail below.

2.2. Host Charge.

2.2.1. *Per ton rates.* To mitigate potential negative externalities and impacts, known and unknown, to County from the proposed horizontal and/or vertical expansion of the Existing Landfill, Waste Management hereby agrees to pay County for each ton of waste disposed of at any height in the Expanded Landfill (collectively, "Host Charge"):

- (i) \$3.50 per ton of "ash residue," "bottom ash," "fly ash," "industrial solid waste," and "Class III waste" (including but not limited to yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, and other items of bulky waste), as those terms are defined in Rule 62-701.200, Florida Administrative Code, for all of such waste generated within Broward County, as well as for any other types of waste generated within Broward County not specifically referenced in Section 2.2.1(ii);
- (ii) \$6.00 per ton of "household waste" and "commercial solid waste," as those terms are defined in Rule 62-701.200, Florida Administrative Code, generated within Broward County; and
- (iii) \$6.00 per ton of waste of any nature generated, originating, or delivered from outside of Broward County.

2.2.2. *Option for credit or payment.* At the sole discretion of the County Administrator, Waste Management will either: (i) pay the Host Charge to County; or (ii) provide County an offset or credit against any fees owed to Waste Management by County. Any reference in this Agreement to Waste Management's payment of the Host Charge will also be deemed to apply to the offset or credit described in this Section 2.2. The County Administrator may at any time change the County's election to/from an affirmative payment to/from a credit through written notice to Waste Management.

2.2.3. *Payment schedule.* Waste Management will pay the Host Charge to County monthly in arrears within thirty (30) days after the end of each calendar month.

2.2.4. *Rate adjustment.* Waste Management will adjust the value of the Host Charge paid or credited to County annually on each January 1 to equal the change (September to September) in the Adjustment CPI. If the initial adjustment of the Host Charge is scheduled to occur less than eleven (11) months after the commencement of Host Charge payments, as described in Section 2.2.6, the initial adjustment of the Host Charge will be prorated.

2.2.5. *Host Charge exemption; auditor.* The Host Charge will not apply to: (i) materials (such as cover, capping, or construction materials) that are lawfully allowed into the Expanded Landfill and are taken in at no charge (but if any amount is charged by Waste Management for disposal, then the Host Charge shall be paid); and (ii) sludge, grit, and screenings from a wastewater treatment plant that are delivered by County or delivered on County's behalf (collectively, "Exempt Material"). However, this exemption applies only to the extent the percentage of Exempt Material does not exceed the reasonable and customary percentage, relative to revenue-generating waste, accepted by solid waste disposal facilities of a similar age or size and, to the extent applicable and available, using historical records of the Existing Landfill. Any amount of Exempt Material exceeding this reasonable and customary percentage will not be exempt from the Host Charge.

2.2.5.1. In addition to the audit rights and obligations contained in the "Retention of Records and Trade Secrets" section of this Agreement, County has the right, whether through its employees or any outside representative engaged by County, to audit the books, records, and accounts of Waste Management (and any subcontractors with records related to the Host Charge payments but only to the extent Waste Management does not, in any material sense, maintain sufficiently adequate records for the below-stated auditing purposes, hereinafter "Subcontractors") for the purpose of verifying the tonnages subject to, and the tonnages exempted from, the Host Charge. Waste Management, and any and all such Subcontractors (if applicable as per the above), will keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Host Charge.

2.2.5.2. Waste Management will ensure that all of the books, records, and accounts subject to County's audit contain sufficient detail to either verify Waste Management's full payment, or precise underpayment, of the Host Charge. These books, records, and accounts include, without limitation, documents and data related to the tonnages and types of Exempt Material allowed into the Expanded Landfill at no charge, tonnages and types of revenue-generating waste allowed into the Expanded Landfill, place(s) of origin for any such Exempt Material or revenue-generating waste allowed into the Expanded Landfill, related scale and payment records, as well as any surveys of the Expanded Landfill and related GPS data that may be used to calculate the amount of Exempt Material and revenue-generating waste allowed into the Expanded Landfill. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form

within a reasonable time, and upon request to do so, Waste Management, and any and all such Subcontractors (if applicable as per the above) will make same available in written form at no cost to County. Waste Management will provide County (including any outside representative engaged by County) with reasonable access to the Expanded Landfill and Waste Management's facilities where such books, records, and accounts are kept.

2.2.5.3. County (including any outside representative engaged by County) will be allowed to interview all current or former employees to discuss matters pertinent to the Host Charge and to conduct spot inspections of the Expanded Landfill without prior notice once per month. The contents of any audit report produced by County (including any outside representative engaged by County) will generally be limited to the verified categories, types, place(s) of origin, and tonnage amounts of Exempt Material and revenue-generating waste needed to calculate the Host Charge.

2.2.5.4. If an audit or inspection reveals underpayment(s) of the Host Charge by Waste Management to County of any nature, Waste Management will increase the next Host Charge payment by the amount underpaid plus interest (accruing at an annual rate of five and one-half percent (5.5%) from the original due date).

2.2.6. *Condition(s) precedent.* Waste Management's obligation to pay the Host Charge commences upon satisfaction of the earlier of the Vertical Expansion Condition or the Horizontal Expansion Condition. Once satisfaction of one such condition has occurred, Waste Management will begin paying to County the Host Charge at rates equal to one-half (1/2) of the rates specified in Section 2.2.1. Upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition, Waste Management will commence paying to County the additional one-half (1/2) of the Host Charge such that the entire amount of the Host Charge value will be paid once both conditions have been satisfied. Waste Management will use best efforts to facilitate the commencement of payment of both one-half (1/2) of the Host Charge and the entire Host Charge without undue delay.

2.2.7. *No pass through.* Waste Management agrees that it will not include any portion of the Host Charge as a line item on any bill, invoice, ticket, or other charge provided to any customer of Waste Management, nor will Waste Management include any portion of the Host Charge in any express charge addressing governmental fees, taxes, or other costs.

2.2.8. *Duration.* The commitments in this Section 2.2 commence as stated in Section 2.2.6, above, and will remain in effect for the entire remaining operating life of any part of the Expanded Landfill. The commitment to pay the Host Charge applies to all waste disposed of in any part of the landfill (except the Exempt Material, to the extent stated above) for so long as any part of the Expanded Landfill (at any height) continues to operate (and thereafter until the last required Host Charge payment resulting from the final month of landfill operations is made).

2.3. Exclusion of Certain Wastes.

2.3.1. *Excluded waste.* For the purposes of this Section 2.3, “household waste” and “commercial solid waste,” as defined in Rule 62-701.200, Florida Administrative Code, are collectively referred to as “Excluded Waste.”

2.3.2. *Exclusion from Expanded Landfill.* Except as stated below, Waste Management will not, at any time, accept Excluded Waste into any part of the Expanded Landfill that is not part of the Existing Landfill. Specifically, Excluded Waste is prohibited above 225 feet in any portion of the Expanded Landfill or at any height in the Horizontal Expansion Site. This commitment will commence upon the Effective Date and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.3.3. *Exclusion from Existing Landfill.* Waste Management will cease accepting Excluded Waste for disposal in the Existing Landfill at or below 225 feet in height beginning October 1, 2027, provided that both the Vertical Expansion Condition and Horizontal Expansion Condition are satisfied. If the Vertical Expansion Condition and Horizontal Expansion Condition are not both satisfied by October 1, 2027, but they are both later satisfied, Waste Management will cease accepting Excluded Waste for disposal in the Existing Landfill at or below 225 feet in height within sixty (60) days after the second of those conditions is satisfied, subject to the stated exceptions in Section 2.3.4. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.3.4. *Exceptions.* Excluded Waste may only be accepted in the Existing Landfill or Expanded Landfill, where otherwise prohibited, under the following conditions: (i) during a locally declared state of emergency; or (ii) upon an express finding by County (by the Board, or in the event of an exigency by the County Administrator, subject to the Board’s ratification at its next meeting) that such temporary acceptance is in the public interest, and provided that such acceptance is limited to the duration of County’s finding and does not conflict with any of Waste Management’s applicable contractual obligations to the City of Coconut Creek as set forth in the 2015 settlement agreement between those entities.

2.4. Onsite Commitments.

2.4.1. *Non-Broward waste.* Waste Management will limit the annual volume of waste accepted for disposal at the Expanded Landfill from sources outside of Broward County to no more than twenty percent (20%) of the total incoming waste volume, calculated on an annual basis (“Non-Broward Limit”). Waste Management may only exceed the Non-Broward Limit after receiving written authorization from the County Administrator: (i) during a locally declared state of emergency; or (ii) to allow reciprocal acceptance of waste originating from a Florida county where waste generated from residential or commercial properties located within Broward County is disposed. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion

Condition and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.4.2. *Methane gas supply.* If County (through the County Administrator) elects to install a wastewater sludge dryer near the Expanded Landfill, Waste Management will cooperate in good faith with County to supply methane gas generated at the Expanded Landfill to the dryer on commercially reasonable terms, if County funds and installs all necessary infrastructure and equipment required to transport the methane gas to the dryer facility. County may use the methane gas supplied by Waste Management to support County's renewable energy initiatives and provide a sustainable solution for wastewater sludge disposal, consistent with the envisioned purpose of the dryer facility. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and Horizontal Expansion Condition and will remain through the Disposal Agreement End Date.

2.4.3. *Option to purchase Horizontal Expansion Site.* Notwithstanding the status of the Horizontal Expansion Condition and Vertical Expansion Condition, for a period of eighteen (18) months after January 28, 2025 ("Option Period"), County has the right and option to purchase the Horizontal Expansion Site at its Fair Market Value (as defined below) to use for any lawful purpose except residential uses, resource recovery facilities (except for operation of a newly constructed waste-to-energy facility, unless (i) such activity is otherwise prohibited in Schedule 6.24(b) of the 2015 agreement between Waste Management and Granite Acquisition, Inc., (ii) County cannot obtain consent from the "Company" (as defined in that 2015 agreement) or its applicable successor, to modify or eliminate the restriction; or (iii) County is unable to avoid the impact of the provision through a legal action, including but not limited to an eminent domain proceeding), construction and demolition recycling facilities, or transfer stations ("Option"). During the Option Period, whether before or after County has given provision of the Option Notice (as defined below), Waste Management will not dispose of any waste on the Horizontal Expansion Site. County may exercise the Option within eighteen (18) months after the grant of the two Land Use Planning Amendments ("LUPAs") by County (the LUPAs would result from approval of two applicable ordinances being considered by the Board, and the LUPAs together with any other required permits or approvals would allow Waste Management to use the Horizontal Expansion Site as a landfill, if the Option is not exercised by County), by providing written notice to Waste Management ("Option Notice"). If County fails to timely provide the Option Notice within eighteen (18) months after January 28, 2025, then the option to purchase shall terminate. "Fair Market Value" means the fair market value of the Horizontal Expansion Site based upon its highest and best use, following exercise of the Option, determined as follows:

- (i) *Mutual agreement on Fair Market Value.* For a period of thirty (30) days after Waste Management's receipt of the Option Notice, the Parties shall attempt to arrive at a mutually agreeable Fair Market Value for the Horizontal Expansion Site. If the Parties cannot agree on the Fair Market Value within this thirty (30) day period, then either Party, by sending written notice to the other within five (5) days after the end of the thirty (30) day period, shall cause the matter to be submitted to appraisal ("Appraisal Notice").

(ii) *Use of appraisers.* Within thirty (30) days after the Appraisal Notice, each Party, at its own cost and by giving notice to the other Party, shall appoint a qualified real estate appraiser having at least ten (10) years' full-time experience, having an MAI designation, and also having experience in industrial and/or landfill appraisals, to appraise and determine the Fair Market Value using the valuation methodology set out below. The two (2) appraisers shall independently, and without consultation, prepare a written appraisal of the Fair Market Value within sixty (60) days after such appointment. If the values of the appraisals differ by no more than five percent (5%) of the value of the higher appraisal, then the Fair Market Value will be the average of the two (2) appraisals. If the values of the appraisals differ by more than five percent (5%) of the value of the higher appraisal, the appraisers shall jointly designate in writing (within 10 days) a third appraiser meeting the qualifications set out above. The third appraiser shall make an appraisal of the Fair Market Value within thirty (30) days after selection, without consultation with the first two (2) appraisers, and using the valuation methodology set out below. The Fair Market Value will be the value selected by the one of the original two (2) appraisers that is closest, on a dollar basis, to the Fair Market Value determined by the third appraiser. This determination of Fair Market Value will be binding and conclusive. Each Party shall pay the fees and expenses of its own appraiser and fifty percent (50%) of the fees and expenses of the third appraiser.

(iii) *Fair Market Value methodology.* Each appraiser shall prepare a valuation of the Horizontal Expansion Site using all of the following three methods: (1) income approach based upon net present value of future income from the Horizontal Expansion Site from permitted landfill operations; (2) income approach based upon the net present value of future income from the Horizontal Expansion Site from waste-to-energy operations plus the current value of onsite improvements; and (3) highest and best use of the Horizontal Expansion Site. Each appraiser's determination of Fair Market Value for purposes of this Agreement shall be the value arrived at under the above method that resulted in the highest valuation.

After Fair Market Value is determined, County shall have thirty (30) days to provide Waste Management with written notice that it intends to close on the purchase of the Horizontal Expansion Site within sixty (60) days after such notice is provided. The Option shall immediately expire if County does not timely provide such notice. A condition precedent to County's right to close on its purchase of the Horizontal Expansion Site is the satisfaction of the Vertical Expansion Condition and the Horizontal Expansion Condition (unless Waste Management agrees in writing to forgo the Horizontal Expansion Condition).

2.5. Additional Operational Commitments. Waste Management acknowledges that fulfilling these commitments will require coordination with County's solid waste disposal contractor: Wheelabrator Environmental Systems, Inc. (or its assignee). For County's benefit, Waste Management agrees to cooperate with County's solid waste disposal contractor as is reasonably required to comply with Waste Management's obligations under this Agreement.

2.5.1. *Increased disposal capacity.* Upon the County Administrator’s written request, Waste Management will make available to County a minimum of 775,000 tons per year of solid waste disposal capacity for Contracted Processable Waste at the Okeechobee Landfill or, if it is operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management (“Increased Disposal Capacity Commitment”). The Increased Disposal Capacity Commitment does not create an obligation for Waste Management to pay the costs to transport such Contracted Processable Waste. Waste Management will fulfill the Increased Disposal Capacity Commitment on the same terms (including, without limitation, rates) as its current capacity commitment of 575,000 tons per year contained in Section III.F.5 of the Global Amendment, and pursuant to any terms in the Capacity Schedule. Waste Management will maintain its current capacity commitment of 575,000 tons per year unless and until the Increased Disposal Capacity Commitment takes effect. Waste Management will fulfill the Increased Disposal Capacity Commitment commencing upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition and will continue to fulfill it through the Disposal Agreement End Date.

2.5.2. *Transportation costs.*

2.5.2.1. Waste Management currently disposes of 35,000 tons per year of Contracted Processable Waste at the Existing Landfill, and agrees to continue doing so (or assume responsibility for the cost of diversion) through October 1, 2025. If neither the Horizontal Expansion Condition nor the Vertical Expansion Condition has been satisfied by October 1, 2025, then the aforementioned 35,000 tons per year of Contracted Processable Waste will no longer be disposed of at the Existing Landfill. The aforementioned 35,000 tons per year of Contracted Processable Waste will instead be disposed of at the Okeechobee Landfill (and Waste Management will not be responsible for such transportation costs). Upon satisfaction of either the Horizontal Expansion Condition or the Vertical Expansion Condition, the 35,000 tons per year of Contracted Processable Waste will once again be accepted at the Expanded Landfill, subject to the “Exclusion of Certain Wastes” section of this Agreement.

2.5.2.2. If Waste Management is required to cease accepting Contracted Processable Waste in any part of the Expanded Landfill (after either the Vertical Expansion Condition or Horizontal Expansion Condition has been satisfied), Waste Management will annually pay County an amount equal to the cost incurred (or assume direct responsibility for the cost) to transport up to 35,000 tons per year of Contracted Processable Waste to the Okeechobee Landfill, or to such other Waste Management disposal facility as may be approved by County and Waste Management, but that would not have been incurred if the Contracted Processable Waste had been disposed of at the Expanded Landfill or transported directly to the Wheelabrator South Broward waste-to-energy facility located at 4400 South State Road 7, Fort Lauderdale, Florida 33314 (“Transportation Cost Commitment”). The Transportation Cost Commitment will equal the additional cost incurred to

transport up to 35,000 tons per year of Contracted Processable Waste to the Okeechobee Landfill.

2.5.2.2.1. If County delivers less than the entire 35,000 tons of Contracted Processable Waste in a given year (the difference between the actual amount delivered and the entire 35,000 tons of Contracted Processable Waste is referred to as the “Delivery Deficit”), then the tonnage of Contracted Processable Waste used to calculate the payment of the Transportation Cost Commitment for the succeeding year will be increased by an amount equal to the prior year’s Delivery Deficit. Each year’s Delivery Deficit may only be carried over to the following year.

2.5.2.2.2. Waste Management will fulfill the Transportation Cost Commitment annually beginning on the date that Waste Management ceases to accept Contracted Processable Waste at any part of the Expanded Landfill through the Disposal Agreement End Date, provided either or both the Vertical Expansion Condition or the Horizontal Expansion Condition are satisfied.

2.5.3. *Class III waste.* Waste Management is currently providing to County, and will continue to provide to County, processing and disposal capacity sufficient to dispose of all deliveries of any of the following solid wastes that may be delivered by or on behalf of County, including such solid wastes generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services: construction and demolition debris, tropical storm or hurricane related debris, yard waste, recyclable materials, any large household appliances (commonly referred to as “white goods”) that do not contain chlorofluorocarbons, and other items of bulky waste (collectively, “Class III Waste Commitment”). To the extent operationally feasible, Waste Management will fulfill the Class III Waste Commitment at the Expanded Landfill. Waste Management will otherwise fulfill the Class III Waste Commitment at the Okeechobee Landfill or, if the former is operationally unavailable, such other Waste Management disposal facility approved by County and Waste Management. Other than the disposal rates in the Capacity Schedule, Waste Management will fulfill the Class III Waste Commitment without imposing any costs for such processing. The Class III Waste Commitment does not create an obligation for Waste Management to pay the costs to transport such waste to the disposal destination. Waste Management will continue to fulfill the Class III Waste Commitment on and after the Effective Date, and through the Disposal Agreement End Date, unless the Vertical Expansion Condition and/or the Horizontal Expansion Condition are not satisfied by December 31, 2027, in which event Waste Management may cease fulfilling the Class III Waste Commitment effective July 3, 2028, by providing County prior written notice thereof by April 3, 2028.

2.5.4. *Transfer stations.* Waste Management is currently providing to County, and will continue to provide to County, access to and the right to use, without cost, Waste Management’s transfer stations located within Broward County for the delivery of Contracted Processable Waste (“Transfer Station Commitment”). Waste Management is

not obligated to pay disposal fees for Contracted Processable Waste delivered under the Transfer Station Commitment. County agrees that all Contracted Processable Waste delivered under the Transfer Station Commitment shall be disposed of at the Okeechobee Landfill or, if it is operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management. Waste Management will fulfill the Transfer Station Commitment, in part, by providing access to and the right to use the following transfer stations, to the extent they remain in use by Waste Management, and providing access to and the right to use any additions to Waste Management's transfer station network:

- (i) Reuter transfer station, located at 20701 Pembroke Road, Pembroke Pines, Florida;
- (ii) Davie transfer station, located at 2380 College Avenue Davie, Florida; and
- (iii) Deerfield West transfer station, located at 1750 SW 43rd Terrace, Deerfield Beach, Florida.

Waste Management will continue to fulfill the Transfer Station Commitment on and after the Effective Date, and through the Disposal Agreement End Date, unless the Vertical Expansion Condition and/or the Horizontal Expansion Condition are not satisfied by December 31, 2027, in which event Waste Management may cease fulfilling the Transfer Station Commitment effective July 3, 2028, by providing County prior written notice thereof by April 3, 2028.

2.5.5. Out-of-network transfer station credit. Nothing contained in this Agreement prevents County from using any transfer station(s) not owned or operated by Waste Management ("Other Transfer Stations"). If County uses any Other Transfer Stations after the Effective Date, Waste Management will, at County's option, either reduce the tipping fee for Contracted Processable Waste by \$8 per ton or provide a credit to County of equal value at the time County transfers Contracted Processable Waste from any Other Transfer Station to: the Okeechobee Landfill or, if the former is operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management ("Out-of-Network Transfer Station Credit Commitment"). Effective January 1, 2026, the value of the Out-of-Network Transfer Station Credit Commitment provided by Waste Management will be increased annually, regardless of whether County has begun using Other Transfer Stations, to equal the percentage change in the Adjustment CPI, for the twelve-month period ending in September of the preceding calendar year. Waste Management will continue to fulfill the Out-of-Network Transfer Station Credit Commitment through the Disposal Agreement End Date.

2.6. Recycling Commitments.

2.6.1. Methane recycling. Waste Management will collect methane gas generated from "household waste" and "commercial solid waste," as defined in Rule 62-701.200, Florida Administrative Code, delivered by or on behalf of County to the Okeechobee Landfill. Waste Management will capture methane gas produced from the decomposition of waste,

purify it to pipeline-quality standards, and inject it into the gas utility pipeline at said facility. Waste Management will subsequently extract the gas from the utility pipeline at its hauling companies and use it to fuel refuse collection vehicles, to recycle available resources and reduce total greenhouse gas emissions. Waste Management will perform such services beginning upon: (i) completion of the required facilities currently under construction; and (ii) satisfaction of either the Vertical Expansion Condition or the Horizontal Expansion Condition (whichever is earlier). Waste Management will continue to perform such services through the Disposal Agreement End Date.

2.6.2. *Recycling education contributions.* Waste Management will contribute a total of \$2,300,000 to the independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (“Authority”) over ten (10) years to promote recycling education. Waste Management will contribute \$1,150,000 each upon satisfaction of the Vertical Expansion Condition and upon satisfaction of the Horizontal Expansion Condition, payable as follows for each:

- (i) \$250,000 in Year 1;
- (ii) \$200,000 in Year 2;
- (iii) \$150,000 in Year 3;
- (iv) \$100,000 in Year 4; and
- (v) \$75,000 per year for each of Years 5 through 10.

Each Year 1 payment is due ninety (90) days after satisfaction of the applicable condition, with subsequent payments due annually on the same date.

2.6.3. *Recycling construction and demolition debris.* To the extent accepted for disposal at the Expanded Landfill, Waste Management shall ensure that construction and demolition debris, segregated clean yard waste, and white goods are processed for recycling before disposing of such wastes at the Expanded Landfill to the extent economically and operationally feasible and in compliance with applicable state law. Waste Management shall ensure that any such processing for recycling is performed at either a permitted materials recovery facility or a permitted disposal facility. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.6.4. *Composting.* By December 31, 2027, County (through the County Administrator) or the Authority may notify Waste Management in writing of its intent to:

- (i) Source separate food waste and organic material from other items of Contracted Processable Waste; and
- (ii) Transport the source-separated food waste and organic material to the Okeechobee Landfill.

As expeditiously as is practicable but in any event within one hundred eighty (180) days after issuance of such notice, Waste Management will promptly restart operations at the previously utilized composting facility and process the waste at rates matching the current disposal rate at the Okeechobee Landfill for Contracted Processable Waste. Waste Management will perform such services through the Disposal Agreement End Date. Waste Management has no obligation to pay for either (i) or (ii) above. Waste Management's commitments under this Section 2.6.4 are contingent upon satisfaction of both the Vertical Expansion Condition and Horizontal Expansion Condition by December 31, 2027.

2.7. Assignment to Authority or County. Waste Management agrees that County may assign any commitment, obligation, or benefit identified in this Agreement to the Authority and any commitment, obligation, or benefit expressly provided in this Agreement to the Authority will be provided to County in the event the Authority dissolves, winds down, or otherwise ceases to operate or exist.

2.8. Diversion Costs. If the Development Ordinances are approved, but the Vertical Expansion Condition has not been satisfied by July 1, 2025, solid waste delivered by or on behalf of County, whether such waste was delivered from within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services, may, for operational reasons, need to be diverted to the Okeechobee Landfill. If such diversion becomes necessary and the delay in obtaining satisfaction of the Vertical Expansion Condition is not caused by a legal or administrative challenge filed by a Broward County municipality or community, Waste Management will take reasonable steps to delay the diversion and will reimburse or absorb the costs of such diversion, including additional transportation costs incurred by County or by any municipal party to an above-referenced contract, for a period of one hundred twenty (120) days after such diversion commences.

2.9. Contingency Disposal Services.

2.9.1. *Capacity shortfall.* If County's solid waste disposal contractor (or its successor or assignee) ceases performance pursuant to the Disposal Agreement for any of the following reasons, then, upon County's written request as specified below, Waste Management will provide solid waste disposal services to County, subject to the applicable terms and conditions of the Global Amendment and the Capacity Schedule ("Contingency Disposal Services"): (i) a material breach by County's solid waste disposal contractor (or its successor or assignee); (ii) the incapacity or inoperability of the Wheelabrator South Broward waste-to-energy facility located at 4400 South State Road 7, Fort Lauderdale, Florida 33314; or (iii) any force majeure event.

2.9.2. *Performance.* Waste Management will begin providing Contingency Disposal Services: (i) as soon as commercially reasonable to establish the required operational capacity after issuance of a written notice for Contingency Disposal Services by the County Administrator, and for the duration specified in such request; and (ii) subject to satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition.

2.9.3. *Effect on binding commitments.* If the necessary conditions of Sections 2.9.1 and 2.9.2 are satisfied, then each of Waste Management's commitments in this Agreement that would otherwise continue through the Disposal Agreement End Date (but for any early termination thereof as a result of either or both such conditions) will continue through the date that would have been the Disposal Agreement End Date including through any renewals, as contemplated in the Disposal Agreement (but not for any period beyond 2038), that were exercised prior to the date notice in Section 2.9.2 was provided.

2.10. Coconut Creek Settlement Agreement. Waste Management warrants and represents that nothing contained in this Agreement conflicts with any of Waste Management's applicable contractual obligations to the City of Coconut Creek as set forth in the 2015 settlement agreement between those entities and agrees to fully comply with all such contractual obligations (this provision does not make County a third-party beneficiary of the referenced settlement agreement).

2.11. Cumulative Effect. Waste Management acknowledges that the commitments contained in this Agreement are cumulative, supplemental, and in addition to any commitments made, or contractual obligations entered into, by Waste Management to benefit the public (through County and benefitting municipalities).

2.12. Contractual Remedies; Severability. The obligations contained in this section survive the expiration or earlier termination of this Agreement.

2.12.1. *Voluntary relinquishment.* Waste Management acknowledges County's reliance on the commitments made voluntarily by Waste Management that have been incorporated into this Agreement and into the Restrictive Covenants. Accordingly, Waste Management agrees that, if the Restrictive Covenants are not recorded, or if this entire Agreement is invalidated by one or more final, legal decisions (i.e., through the final adjudication of all filed appeals), or if there is a suspension of performance pursuant to Section 2.12.3 below, Waste Management will relinquish its rights to, and within sixty (60) days after such legal decision(s), permanently (or, for a suspension period triggered by Section 2.12.3, during such suspension period) cease all use of, any portion of the Expanded Landfill not lawfully used for solid waste disposal purposes as of January 27, 2025 (whether the expanded portion consists of the Horizontal Expansion Site or consists of disposal above 225 feet in the Existing Landfill). Upon the written request of Waste Management, any application of this "Voluntary Relinquishment" section may be waived by majority vote of the Board. The Parties agree that, if voluntary relinquishment is required pursuant to this section, any claims or defenses in any litigation between the Parties filed after the Effective Date and based upon, relating to, or arising from this Agreement or any of the Development Ordinances will be governed by the zoning, land use, and development status of the Expanded Landfill as it existed on January 27, 2025.

2.12.2. *Severability.* Subject to the sections immediately below, if any part, term, or provision of this Agreement is determined by any court of competent jurisdiction, through the final adjudication of all filed appeal(s), to be unenforceable, illegal, in conflict with any law, or otherwise invalid (collectively, "Invalidation"), that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

In the event of any such Invalidation, the Parties (or Waste Management's successors or assigns if any transfer or assignment has occurred) will continue to perform each of their respective remaining commitments and obligations, and such remaining commitments and obligations may be enforced as if the Agreement did not contain the part, term, or provision that was invalidated.

2.12.3. *Exceptions to Severability.* To ensure the protection of the public, to advance the public interest, and to provide the Parties, to the greatest extent possible, with the intended material benefits and protections provided by this Agreement, Section 2.12.2 shall not apply to the potential occurrences addressed in this Section 2.12.3.

If Invalidation occurs relating to a material provision or condition of this Agreement as identified in this section below, the below-identified Party will have the right to suspend the Parties' performance under this Agreement for a period of up to two (2) years. If the applicable Party successfully cures the issue that resulted in the Invalidation, the suspension period of this Agreement shall end and the Parties' obligations will recommence as if the Invalidation had not occurred.

2.12.3.1. *County Suspension.* If Invalidation of any of the following material provisions of this Agreement occurs (in whole or in part) or Invalidation of the corresponding provision(s) in the Restrictive Covenants occurs (in whole or in part), County (through the County Administrator) will have the right to suspend in which event the Parties acknowledge the applicability of the above "Voluntary Relinquishment" section (and the impact on any claims or defenses): (i) the Host Charge and Section 2.12.5 below; (ii) "Exclusion of Certain Wastes" section; (iii) the Class III Waste Commitment; or (iv) the Transfer Station Commitment.

2.12.3.2. *Waste Management Suspension.* If Invalidation of both the Horizontal Expansion Condition and the Vertical Expansion Condition occurs, Waste Management will have the right to suspend the Agreement in which event the Parties acknowledge the applicability of the above "Voluntary Relinquishment" section (and the impact on any claims and defenses).

2.12.3.3. *Continuing Obligations Notwithstanding Any Suspension; Invalidation of One Expansion Condition.* Notwithstanding a Party's exercise of a suspension right under Sections 2.12.3.1 or 2.12.3.2 above, Waste Management will continue to perform the following commitments (except to the extent such commitment was invalidated) for thirty (30) months after notice of suspension was provided: (i) the Increased Disposal Capacity Commitment; (ii) the Class III Waste Commitment; and (iii) the Transfer Station Commitment, subject to County's continuing fulfillment of County's Alternate Facility Commitment as stated in Section 3.3. At the end of the applicable thirty (30) month period, County's commitment in Section 3.3 will be suspended. If Invalidation of only one of either the Horizontal Expansion Condition or the Vertical Expansion Condition occurs, Waste Management shall not have the right to suspend performance and the Agreement will remain in effect regarding the remaining condition and as though the invalidated condition had not been initially satisfied (with the Parties' respective rights and obligations adjusted accordingly).

2.12.3.4. *Termination after suspension period.* Upon the conclusion of the thirty (30) month period referenced above, either Party may thereafter terminate the Agreement with at least thirty (30) days advance written notice to the other, with the Parties having no further obligations hereunder except for such provisions that otherwise survive termination. Upon termination, the Parties acknowledge the voluntary relinquishment of their rights and statuses in accordance with Section 2.12.1 and its impact on any claims and defenses as stated in that section will apply.

2.12.4. *Reinstatement.*

2.12.4.1. If Invalidation of either or both of the Horizontal Expansion Condition and/or the Vertical Expansion Condition occur(s) but one or both of those conditions is subsequently satisfied (e.g., Invalidation occurs due to a technical defect that is subsequently cured, etc.), any suspension of the applicable right or obligation shall automatically end and the Agreement in full will recommence as if the condition was satisfied on the date the Invalidation was cured.

2.12.4.2. For any other suspension in this Section 2.12, the relevant Party's performance shall promptly recommence after the issue giving rise to the suspension ends or is cured, but in no event more than ten (10) days after a Party gives notice to the other that the basis for the suspension has ended or has been cured.

2.12.5. *Invalidation of Payment or Credit Obligation.* If Invalidation of any Waste Management obligation to pay County (or obligation to provide County a credit) under this Agreement occurs, Waste Management (or its successors or assigns if any transfer or assignment has occurred), will provide County a payment or credit (at the County Administrator's election) equal to ten (10) times the value to County of the invalidated payment obligation for the previous year ("Stipulated Amount"). If Invalidation occurs before Waste Management has made at least one full year of payments (or provided any

applicable credit for a full year), then the Stipulated Amount will be equal to ten (10) times the estimated value to County for the first full year of the payment obligation. If County elects to receive a payment, such payment will be made to County within sixty (60) days of election. If County elects to receive a credit, County may use such credit, at the County Administrator's discretion, to satisfy in full or in part any obligation County has or may incur to Waste Management (or its applicable successors or assigns). The purpose of the Stipulated Amount is to allow County to obtain, to the greatest extent practicable as determined by the Parties, the full benefit of Waste Management's commitments and obligations, which are designed to address potential negative externalities and impacts, whether known or currently unknown, from the proposed vertical and/or horizontal expansion over the entire remaining operating life of the Expanded Landfill. Waste Management shall not be required to pay the Stipulated Amount unless the underlying payment would have been required but for the Invalidation (i.e., the payment of the Stipulated Amount will be due only after any conditions precedent to such payment have been satisfied, whether they are satisfied before or after such judicial determination).

2.12.6. *Pro Rata Refund of Stipulated Amount.* If Waste Management pays the Stipulated Amount due to Invalidation of the Host Charge, and later there is an Invalidation of either or both the Horizontal Expansion Condition and the Vertical Expansion Condition such that Waste Management is prevented from using (or continuing to use) the airspace created by the Vertical Expansion Condition and/or the Horizontal Expansion Site for waste disposal, County will refund a *pro rata* portion of the Stipulated Amount. For example, if the Stipulated Amount was based on Invalidation of the entire Host Charge and Invalidation of the Horizontal Expansion Condition subsequently occurs, the refund will be based on the portion of the Stipulated Amount allocable to the Horizontal Expansion Condition.

Waste Management must give prompt written notice to County regarding the Invalidation of the applicable expansion condition(s) and include in such notice the amount of estimated capacity (in tonnage) that it will no longer be able to use for revenue-generating waste disposal in the expansion area(s) as a result of the Invalidation. County's *pro rata* refund will be equal to the entire Stipulated Amount multiplied by the percentage of revenue-generating waste (in tonnage) that Waste Management lost due to Invalidation of the applicable expansion condition(s).

Waste Management's notice under this section must include a report from an engineer or appraiser (as is the industry practice at the applicable time) validating both: (a) the existing revenue-generating tonnage capacity remaining in the Expanded Landfill on the date of Invalidation of the applicable expansion condition(s); and (b) the lost revenue-generating tonnage capacity resulting from the Invalidation. If County disputes Waste Management's calculations, it may obtain its own engineering report as to these issues. If the tonnages identified in County's report differ by five percent (5%) or less from the tonnages identified in Waste Management's report, with such percentage determined by the higher of the applicable numbers, the Parties agree that the lost capacity shall be deemed to be the average as shown in the two reports. If the tonnages differ by more than five percent (5%), as determined by the higher of the applicable numbers, County and Waste Management

will jointly pay to retain a third engineering/appraisal firm (selected jointly by Waste Management's and County's engineers/appraisers) to issue an independent report addressing the applicable tonnage(s) in dispute and the Parties agree that the findings in the third report (if any) will be final and binding in terms of the required refund.

County will refund the applicable portion of the Stipulated Amount to Waste Management within ninety (90) days after the later of: (i) Waste Management permanently ceasing to accept revenue-generating waste into the portion(s) of the Expanded Landfill impacted by the Invalidation; (ii) the final adjudication of all appeals relating to the Invalidation giving rise to the refund obligation; or (iii) the date upon which the amount of the required refund is established as provided above. If, after County made a refund to Waste Management pursuant to this section, Waste Management is able to resume accepting revenue-generating waste into any portion of the Expanded Landfill that was prohibited due to the Invalidation, Waste Management will, within sixty (60) days thereafter, return the refunded portion of the Stipulated Amount to County.

2.13. Successors in Interest. Waste Management agrees that the commitments and obligations contained in this Agreement, including but not limited to those contained in this Article 2, are binding on Waste Management, its successors, and its assigns. Subject to the "Assignment and Binding Effect" section of this Agreement, Waste Management agrees that, if it chooses to assign this Agreement to any successor(s) in interest, such assignment will include a provision pursuant to which such assignee(s) or successor(s) assumes all of Waste Management's obligations and commitments hereunder. Notwithstanding any assignment, Waste Management must fulfill the obligations and commitments of Waste Management under this Agreement if any assignee or successor fails to do so.

ARTICLE 3. COUNTY OBLIGATIONS

3.1. Use of Proceeds and Benefits. County will, as determined in County's sole and absolute discretion, use the proceeds or benefits provided by Waste Management under this Agreement and/or under the Restrictive Covenants, including Host Charge funds received, to address the potential negative externalities and impacts of the proposed additional development and expanded use of the Existing Landfill and to benefit County's residents and businesses in connection with solid waste disposal, which uses may include, without limitation, any of the following:

- (i) Offset the costs of recycling and solid waste management;
- (ii) Enhance litter control programs;
- (iii) Expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control;
- (iv) If necessary, acquire property and interests in property adjacent to or in reasonable proximity to the Existing Landfill and Expanded Landfill upon a determination by County that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the Expanded Landfill;

(v) Administer and implement regional solid waste planning; and

(vi) Allocate funds received in any fiscal year to a reserve fund designated for use for the above purposes in future fiscal years.

3.2. Additional Uses. County may also, as determined in County's sole and absolute discretion, use some or all the proceeds or benefits provided by Waste Management under this Agreement to:

(i) Monitor or address potential environmental impacts of the Existing Landfill and Expanded Landfill;

(ii) Offset impacts to the County-owned landfill and other elements of the current system for recycling and disposal of solid waste within Broward County;

(iii) Repair damage to roads and highways affected by the presence and use of the Existing Landfill and Expanded Landfill;

(iv) Offset costs related to remediation and monitoring of closed or abandoned facilities located within the Existing Landfill and Expanded Landfill now or in the future; and

(v) Offset potential costs of infrastructure improvements necessitated by the presence and use of the Existing Landfill and Expanded Landfill.

3.3. Commitment of Excess Waste.

3.3.1. *Disposal of excess waste.* Up to the amount specified in the Increased Disposal Capacity Commitment in Section 2.5.1, County agrees that any Contracted Processable Waste that is not directed to a facility described in Section 3.3.2 will be directed for disposal at: the Expanded Landfill; the Okeechobee Landfill; or, if the foregoing are both operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management ("County's Alternate Facility Commitment"). County's Alternate Facility Commitment is subject to, and as permitted by, County's contractual obligations in the Disposal Agreement (and further subject to the rights and obligations of the municipalities contracting with County for solid waste disposal services).

3.3.2. *Exemptions.* County's Alternate Facility Commitment will not apply to any Contracted Processable Waste that is: (i) recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility; (ii) processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or (iii) processed at any other waste-to-energy facility within Broward County or a neighboring county.

3.3.3. *Conditions required for continuing effect.* County's Alternate Facility Commitment will remain in effect only if all the following conditions continue to be met: (i) the Disposal

Agreement has not expired or terminated; (ii) Waste Management's commitments, as described in this Agreement and the Restrictive Covenants, remain in full force and effect; (iii) Waste Management is in full compliance with each material commitment; and (iv) Waste Management continues to dispose of Contracted Processable Waste subject to the terms and conditions of the Global Amendment and the Capacity Schedule, as applicable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through the last day on which any performance hereunder by either Party is still required ("Term"), unless otherwise terminated as provided in this Agreement.

4.2. Time of Performance. The terms "annually" or "on an annual basis" mean each anniversary of the Effective Date and the term "year" (or any variation of the term "year") will be calculated based on the Effective Date, unless: (i) the context requires otherwise, in which case the specific provision will govern; or (ii) the provision includes a commitment that Waste Management must fulfill through the Disposal Agreement End Date, in which case Waste Management's performance will coincide with the anniversary of the Disposal Agreement's renewal(s).

4.3. Time of the Essence. Time is of the essence for each Party's performance of their respective duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Waste Management represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Waste Management, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Waste Management has with any third party or violates any applicable federal, state, and local law, ordinance, or regulation. Waste Management further represents and warrants that execution of this Agreement is within Waste Management's legal powers, and everyone executing this Agreement on behalf of Waste Management is duly authorized by all necessary and appropriate action to do so on behalf of Waste Management and does so with full legal authority.

5.2. Claims Against Waste Management. Waste Management represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Waste Management, threatened against or affecting Waste Management, the outcome of which may (a) affect the validity or enforceability of any provision contained in this Agreement, or (b) materially and adversely affect the authority or ability of Waste Management to perform its obligations under this Agreement.

ARTICLE 6. INDEMNIFICATION AND ENFORCEMENT

6.1. Indemnification Obligations. Waste Management will fully indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and

expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement (collectively, a “Claim”) to the extent caused by (a) a material breach of this Agreement by Waste Management or (b) any intentionally wrongful, reckless, or negligent act or omission of Waste Management, its officers, employees, or agents, arising from or relating to this Agreement. Notwithstanding the foregoing, Waste Management has no obligation to indemnify, hold harmless, or defend an Indemnified Party for any Claim to the extent such Claim arises from an Indemnified Party’s own (a) material breach of this Agreement or (b) intentionally wrongful, reckless, or negligent act or omission. If a Claim is brought against an Indemnified Party, Waste Management will, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

6.2. Defense of Voluntarily Undertaken Commitments. Recognizing that the validity and enforceability of the commitments made voluntarily by Waste Management benefit both Waste Management and the public (through County and benefitting municipalities), Waste Management agrees to: (i) refrain from challenging the validity and/or enforceability of any commitment stated in this Agreement, the Restrictive Covenants, or the Commitment Letter; (ii) defend the validity and/or enforceability of each and every such commitment against any legal challenge raised or asserted by any person or entity not a party to this Agreement, regardless of whether an Indemnified Party is named as a defendant; and (iii) seek to intervene into any legal action filed against County alleging such invalidity or unenforceability for purposes of assisting County in defending the validity and enforceability of the challenged commitment(s).

6.3. Equitable Remedies. Waste Management agrees that each of its commitments stated in this Agreement, the Restrictive Covenants, or the Commitment Letter is enforceable through specific performance or injunction, as applicable.

6.4. Duration. The obligations of this article will survive the expiration or earlier termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1. Retention of Records and Trade Secrets. Waste Management and all of Waste Management’s Subcontractors (if applicable pursuant to Section 2.2.5.1) who possess any of the below-described documents, records, or written information related to calculation of the Host Charge will preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all books, records, accounts, supporting documents, statistical records, and any other documents pertinent to the Host Charge described in Section 2.2 of this Agreement (“Records”) for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Subject to the requirements of Florida public records laws, Waste Management may redact portions of the Records prior to submitting them to County solely to protect the confidentiality of: (i) non-public pricing specific to individual Waste Management customers; (ii) the non-public identities of such customers; or (iii) other non-public details unrelated to the Host Charge that have independent economic value to Waste Management. If County reasonably determines that the redacted portions are necessary for auditing the Host Charge, Waste Management will promptly provide an unredacted version of such Records upon

request. This Section 7.1 will survive any dispute or litigation between the Parties, and Waste Management expressly acknowledges and agrees to be bound by this Section 7.1 throughout the course of any dispute or litigation with County. Waste Management will make all Records available electronically in common file formats or via remote access if, and to the extent, requested by County.

Waste Management must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any Records (a) that Waste Management contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Waste Management asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Waste Management must, simultaneous with the submission or provision of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Waste Management must promptly identify the specific applicable statutory section that protects specific, individual Records. If a third party submits a request to County for Records designated by Waste Management as Restricted Material, County will refrain from disclosing such Records unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Waste Management, or the claimed exemption is waived. Any failure by Waste Management to strictly comply with the requirements of this section will constitute Waste Management’s waiver of County’s obligation to treat the Records as Restricted Material. Waste Management must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

Waste Management will ensure that the requirements of this section and Section 2.2.5.1, above, are included in any and all agreements with Subcontractors, if applicable as per Section 2.2.5.1.

The obligations of this Section 7.1 begin upon the Effective Date and will remain in effect for five (5) years after the entire remaining operating life of the Existing Landfill and Expanded Landfill.

7.2. Relationship of Parties. Nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Waste Management nor County nor any of their respective agents will act as officers, employees, or agents of the other Party. Neither Party will have the right to bind the other Party to any obligation not expressly undertaken by such Party under this Agreement.

7.3. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law will have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a Party to this Agreement. For purposes of

clarity, County does not waive any aspect of its regulatory authority over the Existing Landfill or the Expanded Landfill. By entering into this Agreement, County neither guarantees nor agrees to approve, enact, or adopt any permit, application, or other legal requirement for the Vertical Expansion Condition or the Horizontal Expansion Condition, including but not limited to zoning, site plan review, building code, or environmental approval(s) in accordance with the then applicable rules and regulations for those approvals. Furthermore, nothing in this Agreement excuses Waste Management from complying with any and all legal requirements related to the Vertical Expansion Condition or the Horizontal Expansion Condition. No action taken by County pursuant to its police powers, such as an environmental regulation, consumer protection, or code compliance, including related enforcement action, shall be deemed a breach of contract.

7.4. Force Majeure. If a “force majeure” event (as defined in this Section 7.4) occurs, a Party’s obligation to perform the material obligation(s) under this Agreement rendered impossible by the “force majeure” event shall be temporarily excused for the time the event prevents performance of the obligation(s). The Party unable to perform during a force majeure event shall use its best efforts to resume performance as soon as reasonably possible given the nature of the event (performance shall be restarted, to the extent it is safe and possible to do so, during the event). Notwithstanding the foregoing, Waste Management agrees that its performance is only excused under this Section 7.4 for the shortest period practicable, and that such excusal is conditioned upon Waste Management’s compliance with industry best practices in similar circumstances with similar obstacles. Performance of the excused obligations shall resume no later than the end of the “force majeure” event that prevented such performance. If a “force majeure” event relating to one of Waste Management’s obligations identified in Section 2.12.3.1(ii), (iii), or (iv) continues for more than thirty (30) days, County (through the County Administrator), may, after seven (7) days’ notice to Waste Management, thereafter suspend this Agreement in the same manner as if an Invalidation of such obligation had occurred (as described in Section 2.12.3.1(i)). If a “force majeure” event makes it impossible for Waste Management to fulfill the Transfer Station Commitment in full (e.g., a transfer station is destroyed by hurricane, etc.), Waste Management will use best efforts to divert Contracted Processable Waste to prevent interruptions of service, including, without limitation, by accepting Contracted Processable Waste at other transfer stations or solid waste management facilities without charging additional costs. For purposes of this Agreement, a “force majeure” event means a temporary event or condition outside of the reasonable control that renders that Party’s performance of a material obligation under this Agreement impossible. A “force majeure” event may include, but is not limited to: an act of God, epidemic or pandemic, hurricane or tropical storm, earthquake, fire, explosion, flood or similar occurrence, act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the Party seeking to have its performance excused under this section), civil disturbance, or as a result of physical damage to a Party’s facilities caused by any of the foregoing events that results in impossibility of performance of a material obligation under this Agreement. The Parties agree that this Section 7.4 applies only to their respective rights and obligations under this Agreement and does not apply to, or otherwise affect, their respective rights or obligations under any other contract.

7.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity

by County nor will anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

7.6. Third-Party Beneficiaries. Neither Waste Management nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.

7.7. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County

Attn: Kevin Kelleher, Assistant County Administrator
Notosha Austin, Director, Solid Waste and Recycling Services
115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301
Email address: kkelleher@broward.org; naustin@broward.org

With copy to:

County Attorney's Office
Attn: Andrew Meyers, County Attorney
Nathaniel Klitsberg, Deputy County Attorney
Matthew Haber, Senior Assistant County Attorney
115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org; nklitsberg@broward.org; mhaber@broward.org

FOR WASTE MANAGEMENT:

Waste Management Inc. of Florida
Attn: David Myhan, President
1800 N. Military Trail, Suite 201, Boca Raton, Florida 33431
Email address: dmyhan@wm.com

With copy to:

Lisa Silva, Senior Legal Counsel
Email address: lsilva3@wm.com

7.8. Assignment and Binding Effect.

7.8.1. *Assignment limitations.* Waste Management will not assign or transfer this Agreement, or any right or interest in it, without the prior written consent of County, which consent shall not be unreasonably withheld. Any assignment or transfer in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit

County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

7.8.2. *Conditions on assignment.* In the event County consents to an assignment, Waste Management agrees to: (i) assign this Agreement to any successor(s) in interest; (ii) ensure that such assignment includes a provision whereby the assignee expressly assumes all of Waste Management's obligations and commitments under this Agreement; and (iii) pay any fees reasonably incurred by County in conducting the due diligence required by County as a condition of approval for such assignment.

7.9. Compliance with Laws. Waste Management must comply with all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

7.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

7.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement will include any other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County will require approval in writing, unless otherwise expressly stated.

7.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section of this Agreement will prevail and be given effect.

7.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document

executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Waste Management.

7.15. Incorporation by Reference; Anti-Merger; Conflicts. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement. In addition, the Parties hereby acknowledge and agree that neither the delivery of any document, including, without limitation, the Commitment Letter, nor the recording of the Restrictive Covenants described in this Agreement, will eliminate or otherwise modify any obligation contained in this Agreement, Restrictive Covenants, or the Commitment Letter, all of which obligations will remain in full force and effect. Any conflict between any provision of this Agreement, the Commitment Letter, and the Restrictive Covenants will be governed in accordance with the following: (i) the language of the Agreement will control regarding any conflict between that language and language in the Commitment Letter or Restrictive Covenants; and (ii) the language of the Restrictive Covenants will control regarding any conflict between that language and language in the Commitment Letter.

7.16. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Waste Management, Waste Management hereby attests under penalty of perjury that Waste Management does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Waste Management declares that they have read the foregoing statement and that the facts stated in it are true.

7.17. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Waste Management, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Matthew S. Haber (Date)
Senior Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Deputy County Attorney

MH/tb
WM Monarch Landfill Impacts.doc
1/16/2025
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**AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT INC.
OF FLORIDA TO ADDRESS IMPACTS OF FURTHER DEVELOPMENT OF THE
MONARCH HILL LANDFILL**

WASTE MANAGEMENT

WASTE MANAGEMENT INC. OF FLORIDA

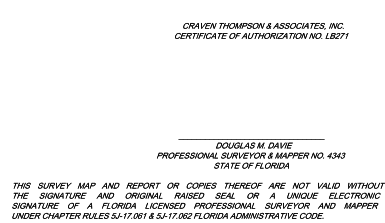
By: David M. Myham
Authorized Signer

David M. Myham - President
Print Name and Title

23rd day of January, 20 25

NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, right-of-way, set back line, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further, confirmed by others through appropriate title verification.

NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.



R: \Survey\1977\77-1061-001-28 WHEELABRA TOR NORTH BROWARD\Drawings\77-1061-001-28 SOS WHEELABRA TOR.dwg [S-1 (24X36)] Jun 21, 2018 12:03pm DDAVE

LAW OFFICES
**DOUMAR, ALLSWORTH, LAYSTROM,
VOIGT, ADAIR & DISHOWITZ, LLP**

JOHN H. ADAIR, III, P.A.
EMERSON ALLSWORTH, P.A.
E. SCOTT ALLSWORTH, P.A.
MARK E. ALLSWORTH, P.A.
BENJAMIN R. DISHOWITZ, P.A.
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1177 SOUTHEAST THIRD AVENUE
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JOHN D. VOIGT, P.A.
OF COUNSEL
SCHERIL MURRAY POWELL, P.A.
JODIE M. SIEGEL, P.A.

January 14, 2025

Honorable Beam Furr and Broward County Commissioners
BROWARD COUNTY
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301

Re: Monarch Hill Land Use Plan Amendments and Proposed Zoning Code Modification to Permit Additional Landfill Height – Waste Management’s Voluntarily-Undertaken Commitments in the Event of County Commission Approval on January 28, 2025

Dear Mayor and County Commissioners,

We appreciate the opportunity to discuss the upcoming Monarch Hill Land Use Plan Amendments and related solid waste system issues through the public hearing process. In order to consider a more global solution to the disposal of construction and demolition debris and Class III waste (*i.e.*, bulky waste, yard waste, *etc.*), Waste Management Inc. of Florida (“Waste Management”) has asked me to communicate to you, on behalf of itself, its successors and assigns, that Waste Management will, as further specified and conditioned below, undertake the following voluntary commitments to address concerns voiced by the County regarding the potential impacts of the proposed vertical and horizontal landfill expansions:

That if the County approves the pending Land Use Plan Amendment for a 24.2-acre +/- parcel located at 2600 Wiles Road, Pompano Beach, Florida 33073 (the “Property”), and provides any other County-required approvals, and Waste Management is able to obtain all necessary licenses and permits (including, if and as required, a solid waste permit) so that the Property may be used as a landfill (“Horizontal Expansion Condition”); and/or (as further specified below)

That if the County takes all required County actions to allow a maximum height for landfills (in the zoning category addressed by the applicable ordinance) to be 325 feet, and Waste Management is able to obtain all necessary licenses and permits to use the Monarch Hill landfill (including the Property, if the Horizontal Expansion Condition is met) at a height of 325 feet (“Vertical Expansion Condition”);

Then Waste Management will undertake the following voluntary actions (unless this letter commits to taking action if only one but not the other condition is met, or commits to taking some action based on some other circumstance specified in this letter, Waste Management’s commitment

requires the meeting of both conditions; and all voluntary commitments of Waste Management stated in this letter shall also be commitments of Waste Management's successors and assigns, if any):

1. **Upon the occurrence of both the Horizontal Expansion Condition and Vertical Expansion Condition, Waste Management will agree to the following:**

- a. To no longer accept municipal solid waste [Household Waste and Commercial solid waste (as defined in 62-701.200 (49) and 62-701.200(22), F.A.C., respectively, hereinafter "Municipal Solid Waste")] for disposal in any portion of the Monarch Hill facility (including the Property) after the expiration of the present term of the Pompano Beach disposal contract on 9/30/2027 (this commitment shall remain in effect for the entire remaining useful life of the entire Monarch Hill landfill). Consistent with the 2015 agreement between Coconut Creek and Waste Management (the "2015 Coconut Creek Agreement"), Municipal Solid Waste will only be accepted during a declared State of Emergency. Additionally, it may be accepted if the Broward County Commission (or County Administrator in connection with an exigency) makes an express finding that it is in the best interest of the public for the temporary disposal of Municipal Solid Waste (and only for the duration that the finding remains in effect and only to the extent not inconsistent with any applicable contractual obligations to Coconut Creek under the 2015 Coconut Creek Agreement). Notwithstanding the above, if only the Horizontal Expansion Condition is met, Waste Management will not accept Municipal Solid Waste for disposal on the Property (but may still deposit Municipal Solid Waste into the Existing Landfill at or below 225 feet, subject to any restrictions under the 2015 Coconut Creek Agreement); and if only the Vertical Expansion Condition is met, Waste Management will not accept Municipal Solid Waste for disposal above 225 feet in height in any part of the Monarch Hill landfill (the above-referenced "emergency" and "exigency" exceptions are applicable to these commitments as well).
- b. To pay or assume responsibility for the cost to transport 35,000 tons per year of the County's Contracted Processable Waste as defined under the 2015 Global Amendment among, *inter alia*, Broward County, Waste Management and Wheelabrator Environmental Systems Inc. ("Wheelabrator") (hereinafter "Global Amendment") to alternate waste disposal site(s) (in lieu of Monarch Hill) of Waste Management's choosing from the date Municipal Solid Waste is diverted away from the Monarch Hill facility (per Section 1.a.) through the final renewal term of Broward County's waste disposal agreement with Wheelabrator (the "Wheelabrator Contract") including any future renewals thereof which may continue through part of 2038 ("Wheelabrator Contract Expiration Date"); Waste Management's voluntary commitments that reference or relate to the Wheelabrator Contract shall remain applicable even if Wheelabrator assigns any or all of its interest under such contract. If in any year the County delivers less than 35,000 tons of Contracted Processable Waste, Waste Management agrees to pay or assume

responsibility for the cost in the following year for transportation of the additional amount equal to the prior year's shortfall.

- c. To pay a per ton "Host Charge" to Broward County for every ton of revenue-generating waste (regardless of the amount of revenue received by Waste Management) accepted for disposal at the Monarch Hill landfill facility as follows: For Construction and Demolition debris, industrial solid waste, ash residue, bottom ash, fly ash, Class III waste (*e.g.*, bulky waste, yard waste, *etc.*), and any type(s) of waste not subject to the \$6.00 per ton charge addressed below, Waste Management will pay the County \$3.50 per ton of waste originating from within Broward County that is accepted for disposal at the Monarch Hill facility (any part of the landfill at any height including the Property). For Municipal Solid Waste from Broward County and for waste of any nature generated, originated, or shipped from outside of Broward County, Waste Management will pay the County \$6.00 per ton of waste accepted for disposal in any part of the Monarch Hill facility including the Property (at any height). The only waste that is excluded from Waste Management's obligation to pay the Host Charge will be: waste accepted into the Monarch Hill landfill facility from which Waste Management does not generate any revenue; and sludge, grit, and screenings from a wastewater treatment plant that are delivered by Broward County or delivered on County's behalf.
 - (i) Waste Management will initiate these Host Charge payments at 50% value after the issuance of a solid waste permit (or other applicable permit or approval that would permit the additional disposal in the applicable expansion area) for either the Horizontal Expansion or the Vertical Expansion and will add the second 50% (of the aforementioned Host Charge) after the issuance of a solid waste permit (or other applicable permit or approval that would permit the additional disposal in the applicable expansion area) for the additional area (*i.e.*, 100% would be required after both the Horizontal Expansion Condition and Vertical Expansion Condition are met). Waste Management will work expeditiously to seek all approvals to permit both areas created by the Horizontal Expansion and Vertical Expansion to be used for waste disposal without delay so as to reach both 50% and 100% of the Host Charge payment value as quickly as possible.
 - (ii) The Host Charge remains in effect for the full duration of the landfill operating life for waste accepted for disposal at the Monarch Hill facility, and once Waste Management is obligated to pay any part of the Host Charge Waste Management will adjust the Host Charge annually on January 1 based upon the change in the Consumer Price Index as further specified in the Future Contract defined below (however, the first annual January adjustment shall be on a pro rata basis if Host Charge payments have been made for less than a year).
 - (iii) At the County's option (to be exercised in writing by the County Administrator), the County may choose to receive the Host Charge,

instead of as a payment, in the form of a credit against costs for services purchased from Waste Management.

- (iv) No portion of the Host Charge will be included on any bill as a line item (itemized) charge sent to Waste Management's customers, nor will any portion of the Host Charge be included in any express charge addressing governmental fees, taxes, or other costs.
 - (v) The County shall have the right to audit matters relating to the Host Charge, including to verify the tonnages subject to the Host Charge and the tonnages exempted from the Host Charge at the Monarch Hill facility. Waste Management will be required to provide County's auditor(s) with access to records and data containing sufficient detail to establish Waste Management's full payment of the Host Charge, including records and data necessary to verify the types and amounts of tonnage of all waste accepted, tonnages and types of revenue-generating waste accepted, related scale and payment records, as well as surveys of the Monarch Hill facility and related GPS records. The audit report shall generally be limited to reporting to County the verified categories of, tonnage amounts of, and county of origin of the waste needed to calculate the Host Charge payments. County's auditor(s) shall also be allowed to conduct spot inspections of the Monarch Hill facility, without prior notice, no more often than once per month.
 - (vi) Waste Management understands that the County intends to use the Host Charge payments, as determined by the County, to address potential negative externalities and impacts of the landfill expansion, including any prudent monitoring or maintenance of reserves in connection therewith, or will otherwise be used by the County for other solid waste management, disposal, recycling, or education uses.
- d. To, for the full remaining useful life of the Monarch Hill landfill, limit the percentage of waste accepted for disposal at the Monarch Hill facility (inclusive of the Property) from outside of Broward County to no more than 20% of the total incoming volume on an annual basis (which is the approximate percentage currently accepted for disposal from outside Broward County). The 20% cap may be exceeded upon receipt of written notice from the County Administrator to Waste Management: (i) to dispose of out-of-county waste resulting from a declared emergency; or (ii) to accept waste from any Florida county in which waste from Broward County is disposed (in order to enable any required waste disposal reciprocity).
- e. Through the Wheelabrator Contract Expiration Date, to continue (Waste Management is currently providing this service, and will continue to do so consistent with the terms of the contract document to be entered concurrently with any approval of the applicable ordinances (the "Future Contract")) to provide the use of its transfer stations located within Broward County (currently Davie, Reuter and Deerfield, to the extent they remain in existence, and together with any

additions to the transfer station network), at no charge to Wheelabrator, Broward County and/or the municipalities contracting with Broward County regarding Contracted Processable Waste. While the use of its transfer stations will be provided at no cost, nothing in this letter obligates Waste Management to pay for disposal costs or transportation costs (except as otherwise stated in Section 1.b. or regarding the potential diversion of waste as referenced below). The estimated annual value of this transfer station use is between \$2.0 million and \$2.5 million per year based upon recent waste volumes. This voluntary commitment to provide free access to Waste Management's transfer stations (whether utilized or not) is conditioned upon the County's agreement that its Contracted Processable Waste (other than Contracted Processable Waste processed at the Wheelabrator South Broward Waste-to-Energy facility or some other waste-to-energy facility in Broward County or in a neighboring county, or recycled or composted at any facility) shall be sent for disposal at the Monarch Hill facility, the Okeechobee Landfill, or, if both of the foregoing are operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management, upon the terms and conditions further specified in the Future Contract. Should the County decide to utilize a transfer station that is not within Waste Management's transfer station network in order to transfer the County's Contracted Processable Waste to the Okeechobee Landfill or to another Waste Management disposal facility mutually agreed upon by County and Waste Management, then Waste Management agrees to reduce the tipping fee (or to provide a credit, as further addressed in the Future Contract) at that disposal facility by \$8.00 per ton (hereinafter the "Out-of-Network Transfer Station Credit"). Beginning January 1, 2026, the Out-of-Network Transfer Station Credit will be increased annually based upon the change in the Consumer Price Index as further specified in the Future Contract.

- f. As will be further specified in the Future Contract, to make a contribution to the Broward Solid Waste Authority (SWA) recycling education program over a 10-year period in the total amount of \$1,150,000 if the Horizontal Expansion Condition is met, and to make an equal contribution if the Vertical Expansion Condition is met.
- g. To, through the Wheelabrator Contract Expiration Date, use the below-described methane recovery system to collect methane generated by the Broward County Municipal Solid Waste delivered to Waste Management's Okeechobee Landfill in the same manner as solid waste from other counties (at no cost to Broward County apart from the standard disposal rate). To address concerns with greenhouse gas emissions, Waste Management is currently constructing a state-of-the-art renewable energy recovery facility at the Okeechobee Landfill. The Okeechobee Landfill is the disposal facility where excess Municipal Solid Waste that cannot be processed at the Wheelabrator South Broward Waste to Energy Facility is sent for disposal. This new facility at the Okeechobee Landfill will capture the methane gas generated from the decomposition of waste, purify that methane to pipeline-quality gas, whereupon it will be pressurized and injected into the gas utility pipeline. Waste Management will then remove the gas from the utility pipelines at

each of its hauling companies where it will be used to fuel refuse collection vehicles, thus completing the recycling and circularity loop.

- h. Should Broward County or SWA notify Waste Management by December 31, 2028, that it intends to source separate and transport food waste and organics to the Okeechobee Landfill site in the future, to restart (without unreasonable delay) the permitted composting facility at Okeechobee Landfill and compost the Broward County (and municipalities contracting with Broward County) organic and food waste at no extra cost to the then current disposal rates (through the Wheelabrator Contract Expiration Date). The Broward County organic and food waste disposal rate shall not exceed the rate charged to Broward County for municipal solid waste disposal at the Okeechobee Landfill.
- i. If requested in writing by Broward County, and through the Wheelabrator Contract Expiration Date, to increase the capacity commitment (in Section III.F.5 of the Global Amendment) for Contracted Processable Waste at a disposal facility by 200,000 tons per year (from 575,000 to 775,000 tons per year). This increased capacity commitment by Waste Management is conditioned upon the County's agreement that the Contracted Processable Waste (except for such waste as processed at the Wheelabrator South Broward Waste-to-Energy facility or some other waste-to-energy facility in Broward County or a neighboring county, or recycled or composted at any facility) shall be sent for disposal at one of Waste Management's disposal facilities, upon the terms and conditions further specified in the Future Contract. In addition, Waste Management will continue to provide the County with sufficient disposal capacity to meet its Class III waste needs through the Wheelabrator Contract Expiration Date, as further detailed in the Future Contract.
- j. Should the County decide to install a wastewater sludge dryer in the vicinity of the Monarch Hill facility, to work cooperatively with the County to deliver, on commercially reasonable terms, through the Wheelabrator Contract Expiration Date, methane gas generated at the Monarch Hill facility to the envisioned dryer facility, provided that the infrastructure and equipment required to transport the methane gas to the dryer facility shall be paid for by the County. This concept as envisioned would provide renewable energy, which would otherwise be flared or underutilized, to help provide a solution to the County's wastewater sludge disposal.
- k. To provide Broward County an option to purchase the Property for Fair Market Value, on the terms and subject to the timing and other conditions stated in the Future Contract.
- l. If Wheelabrator, or any successor or assignee or Wheelabrator, ceases performance under the Wheelabrator Contract (i) due to material breach by Wheelabrator (or such successor or assignee) or (ii) due to any incapacity of the Wheelabrator South Broward Waste-to-Energy Facility or during any force majeure event, then, upon

the written request of the County Administrator, and for the duration specified in such request, Waste Management will provide waste disposal services to Broward County, and to the municipalities that have contracted with the County, through the date that would have otherwise been the Wheelabrator Contract Expiration Date but for any contractual termination as a result of any of the above-referenced occurrence(s) ("Contingency Disposal Services"). Waste Management will provide the Contingency Disposal Services subject to the terms as further set forth in the Future Contract. All of Waste Management's commitments stated in this letter that would otherwise continue through the Wheelabrator Contract Expiration Date will continue throughout the performance of the Contingency Disposal Services. Waste Management agrees to begin providing these disposal services after the commercially reasonable period necessary to establish operations.

2. **Should either the Horizontal Expansion Condition or the Vertical Expansion Condition occur, but not both, then Waste Management agrees as follows:**

- a. To exclude the applicable waste, as provided for and consistent with Section 1.a. above;
- b. To pay the applicable Host Charge, as provided for and consistent with Section 1.c. above;
- c. To make the contribution as provided for and consistent with Section 1.f.; and
- d. To meet the voluntary commitment described in Section 1.g. above.

Nothing in this letter (or in the DRC or Future Contract) shall obligate Waste Management to take any action that violates the 2015 Coconut Creek Agreement; Waste Management hereby reaffirms its commitment to comply in full with all obligations it has undertaken under that agreement.

Waste Management acknowledges that:

1. Where the County, pursuant to this letter or the Future Contract, is committing to provide waste to Waste Management in exchange for Waste Management committing to provide capacity for the disposal of such waste:
 - a. The County's commitment does not apply to any waste that is going to be recycled or composted at any facility or processed at the Wheelabrator South Broward waste-to-energy facility or any other waste-to-energy facility in Broward County or a neighboring county;
 - b. The obligation to provide such waste is subject to and as permitted by the County's contractual obligations to Wheelabrator (as same may be assigned by Wheelabrator) pursuant to the applicable disposal agreement (and further subject to the rights and obligations of the municipalities participating therein); and
 - c. Any obligation to provide such waste is otherwise subject to the terms and conditions of the Future Contract; and

2. Where Waste Management, pursuant to this letter or the Future Contract, agrees to provide capacity for disposal of waste of any kind, Waste Management will provide such capacity at the rates and on the material terms as stated in the Future Contract, and that such capacity is for the benefit of County and those municipalities contracting with County for waste disposal.

If both the vertical expansion and horizontal expansion are approved at the January 28, 2025, County Commission meeting, Waste Management will commence permitting activities and work diligently to expedite its receipt of solid waste permit(s) and any other required approvals to increase the height and utilize the Property as a landfill. If the required permit licenses/qualifications for the vertical expansion have not been issued by July 1, 2025, then Waste Management anticipates that, for operational reasons, it will begin diverting Broward County waste to the Okeechobee Landfill on or about July 1, 2025. If a permit or other required approval for the vertical expansion is not issued by July 1, 2025, for reasons other than, in whole or in part, the filing of a legal or administrative challenge by a Broward city or community, then Waste Management will work, to the extent it may be operationally achievable, to delay such diversion and, if it cannot be delayed for at least one hundred twenty (120) days, will absorb or reimburse the increased transportation costs caused by such diversion for a period of one hundred twenty (120) days.

Waste Management commits to taking all prudent actions to seek the expeditious receipt of all approvals (including licenses and permits) necessary to effectuate both referenced expansions and acknowledges that, despite any approval of the applicable ordinance by the County Commission, the effectiveness of such ordinances will be subject to recording a Declaration of Restrictive Covenant ("DRC") applicable to the entirety of the Monarch Hill landfill (inclusive of the Property) so that it runs with the land and is binding on any and all of Waste Management's successors and assigns, and further subject to execution of the Future Contract (also to be binding upon such successors and assigns) which is intended to further memorialize and ensure enforceability of these voluntary commitments. If the DRC and/or Future Contract has not been executed by Waste Management and returned to the County in time for such executed document(s) to be before the County Commission for its January 28, 2025, meeting, the final language of the DRC and Future Contract shall be consistent with the terms of this letter and is subject to the approval of the County Attorney's Office and counsel for Waste Management.

Waste Management acknowledges that the County's consideration of these voluntary commitments as part of its deliberation in no way obligates the County to take any legislative quasi-judicial, or administrative action(s), including action constituting or relating to the approval of any land use plan amendment or any zoning code text amendment. Further, Waste Management acknowledges that the County has not stated that it will refuse to approve or otherwise take any such above-referenced action if these voluntary commitments are not made. Instead, these voluntary commitments are being undertaken by Waste Management to address concerns raised by the County regarding the potential negative externalities and impacts, including contingent and unknown negative externalities and impacts, with the intent that the County Commission may rely on them as part of its decision-making process regarding whether to approve the applicable agenda items on January 28, 2025. If, for any reason, any or all of the above-mentioned approvals do not

become effective, Waste Management may choose to seek such approvals in the future with or without expressing a willingness to undertake any voluntary commitments.

Because the validity and enforceability of Waste Management's voluntary commitments provide a benefit to both Waste Management and the public (through the County and affected municipalities), Waste Management acknowledges that the required Future Contract will commit Waste Management to (i) refrain from taking any action to allege that any or all of these voluntary commitments are in any way invalid or unenforceable; (ii) defend the validity and enforceability of each such voluntary commitment against any legal challenge raised against Waste Management by any individual or entity; and (iii) seek to intervene into any legal action filed against County alleging such invalidity or unenforceability for purposes of assisting County in defending the validity and enforceability of the challenged commitment(s). Waste Management acknowledges that the required Future Contract will contain other enforcement mechanisms, including a stipulation that any voluntary commitment may be judicially enforced through the remedies of specific performance or injunction, as applicable.

Because the County is relying upon Waste Management's voluntary commitments as part of its decision-making process, if for whatever reason, the DRC described in this letter is not recorded, or if the Future Contract is not signed by Waste Management and the County by March 31, 2025, Waste Management acknowledges that the land use plan amendments and zoning code text amendment will either not become effective or will cease being effective, thereby returning the status of all parts of the Monarch Hill landfill facility and the Property to that which existed on January 27, 2025.

Waste Management has worked with the County to develop both the proposed Future Contract and proposed DRC for the County Commission's consideration on January 28, 2025, in connection with its consideration of the applicable ordinances. Both the Future Contract and the proposed DRC contain language that supplements and further details the voluntary commitments communicated in this letter and address certain commitments by Waste Management based on current services being performed by Waste Management and which will continue to be performed (subject to the conditions stated in those documents) prior to the meeting of either the Vertical Expansion Condition or the Horizontal Expansion Condition. In the interest of brevity, some of that language is omitted from this letter, but by this reference thereto Waste Management represents that the commitments it is voluntarily undertaking include those stated in the Future Contract and DRC as though they were fully restated herein.

Yours truly,



C. WILLIAM LAYSTROM, JR.
For the Firm

CWL:lv

cc: County Administrator Monica Cepero
Assistant County Administrator Kevin Kelleher
County Attorney Andrew J. Meyers

Return to: (enclose self-addressed stamped envelope)

Name: C. William Laystrom , Jr., Esq.

Address: 1177 S.E. 3rd Avenue
Fort Lauderdale, FL 33316

This Instrument Prepared by:
Maite Azcoitia, Deputy County Attorney
Office of the Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made by Waste Management Inc. of Florida, a Florida corporation ("Declarant"), its successors and assigns, for the benefit of Broward County, a political subdivision of the State of Florida ("County").

WITNESSETH:

A. Declarant is the fee simple owner of lands located in the Broward Municipal Services District, more particularly described in Exhibit A, the "Landfill Property," and Exhibit B, the "LUPA Property" (collectively, the "Property").

B. Declarant requested that County approve applications to amend the Future Unincorporated Land Use Plan Element (FULUPE) and the Countywide Land Use Plan (LUP) for the LUPA Property from Electrical Generation Facilities to Industrial (FULUPE) and Commerce (Countywide LUP) (individually, "Application" and collectively, "Applications").

C. The Landfill Property surrounds the LUPA Property on three (3) sides and includes a regional landfill. Approval of the applicable Application(s) would potentially allow proposed additional development on the LUPA Property, and would potentially enable expansion of the landfill use on the Landfill Property.

D. Landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region.

E. Landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma.

F. Most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the detrimental impacts on a host community.

G. The proposed additional development of the Property will impact the provision of solid waste disposal and other services by the County and will create operational impacts for Broward County properties, including the Broward County Landfill, while providing Declarant with economies of scale.

H. Declarant has undertaken several voluntary commitments to address concerns raised by County regarding potential negative externalities and impacts, including unknown externalities and impacts, with the intent: (i) that the Board of County Commissioners of Broward County ("Board") may rely on these commitments when deciding whether to approve the Applications and (ii) to induce the Board into approving its Applications.

I. Declarant has incorporated the voluntary commitments into that Agreement between Declarant and County, attached hereto and incorporated herein as Exhibit C ("Agreement").

J. Although not a requirement of the Applications, the voluntarily offered commitments contained in the Agreement have a direct and substantial relationship with Declarant's proposed development of the Property that is roughly proportional to the impact of that development.

K. In connection with the Applications, Declarant has voluntarily agreed to place the below-stated commitments contained in the Agreement as restrictions on the development of the Property, to run with the land and be binding on Declarant's successors and assigns, if any, in favor of the County.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, Declarant hereby voluntarily declares that the Property described in Exhibits A and B shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns.

1. *Recitations.* Declarant has read, understands, and consents to each of the recitals and legislative findings referenced above and agrees that all of such recitals and legislative findings are true and correct and are incorporated into this Declaration by this reference.

2. *Commitments Voluntarily Undertaken by Declarant.* The Agreement is deemed incorporated into this Declaration as though fully set forth in this section. Accordingly, upon satisfaction of the Horizontal Expansion Condition (as defined in the Agreement), Declarant shall comply with the following commitments, which shall run with the Property:

- 2.1. Payment to County of a Host Charge (as defined in the Agreement) as set forth in Section 2.2 of the Agreement;
- 2.2. Pursuant to Sections 2.3.2 and 2.3.4 of the Agreement, prohibit the disposal at the LUPA Property of "Excluded Waste," as defined by the Agreement;
- 2.3. Consistent with Section 2.4.3 of the Agreement, prohibit the disposal of any waste on the LUPA Property for a period of eighteen (18) months after January 28, 2025 (as same may be extended pursuant to the terms of Section 2.4.3); and
- 2.4. If applicable pursuant to Section 2.12.1 of the Agreement, relinquish its rights as set forth in Section 2.12.1.

If both the Horizontal Expansion Condition and Vertical Expansion Condition (as those terms are defined in the Agreement) are satisfied, Declarant shall also comply with the following voluntary undertaken commitments as stated in the Agreement that are contingent on approval of the Vertical Expansion Condition (and subject to any other conditions stated in the Agreement):

- 2.5. Pursuant to Sections 2.3.3 and 2.3.4 of the Agreement, prohibit the disposal at the Landfill Property of "Excluded Waste," as defined by the Agreement;
- 2.6. Consistent with Section 2.4.1 of the Agreement, limit the annual volume of waste accepted for disposal at the Property from sources outside of Broward County to no more than the "Non-Broward Limit," as defined by the Agreement;
- 2.7. Pursuant to Section 2.5.1 of the Agreement, make available to County an "Increased Disposal Capacity Commitment," as defined by the Agreement;
- 2.8. Pursuant to Section 2.6.3 of the Agreement, comply with the processing requirements set forth therein; and
- 2.9. Provide Contingency Disposal Services (as defined in the Agreement) consistent with Section 2.9 of the Agreement.

3. *Amendment.* Except as otherwise provided herein, this Declaration shall not be modified or amended as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification or amendment, and approved by the Board at a public meeting.

4. *Recordation and Effective Date.* This Declaration shall not become effective and shall not be recorded in the Official Records of Broward County, Florida, until after approval by County of either Application or both Applications and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect County's approval of the Application(s). Once recorded, this Declaration shall run with the land for the sole benefit of County and shall bind all of Declarant's successors-in-interest with respect to the Property. This Declaration shall not give rise to

any other cause of action by any parties other than the County. There are no third-party beneficiaries, and no parties other than County shall be entitled to enforce this Declaration. Any failure by the County to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter. Any amendment, modification or release of this Declaration shall be recorded in the Official Records of Broward County, Florida, at the then owner's expense.

5. *Enforcement.* In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, by reference or otherwise, Declarant acknowledges and agrees that County may withhold further permits and approvals with respect to the Property, provided County first provides Declarant with written notice and a thirty (30) day opportunity to cure the violation(s). County is the beneficiary of this Declaration and, as such, County may enforce these covenants and restrictions by action at law or in equity including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration.

6. *Severability.* If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. The severing of any provision pursuant to this clause shall not impact any obligation in the Agreement.

7. *Law, Jurisdiction, Venue, Waiver of Jury Trial.* This Declaration will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Declaration will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

8. *Captions, Headings, and Titles.* Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

9. *Incorporation by Reference.* Any and all Recital clauses stated above are true and correct and are incorporated in this Declaration by reference. The attached Exhibits are incorporated into and made a part of this Declaration.

10. *Priority of Provisions.* Except to the extent that this Declaration references an obligation or commitment contained in the Agreement, attached as Exhibit C, if there is a conflict or inconsistency between any term, statement, requirement, or provision of

any document or exhibit attached to, referenced by, or incorporated in this Declaration and any provision of Sections 1 through 10 of this Declaration, the provisions contained in Sections 1 through 10 shall prevail and be given effect. Where this Declaration references an obligation or commitment contained in the Agreement, the terms of the Agreement shall prevail and be given effect.

11. *Context.* Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

12. *Release.* Upon request of the then owner(s) of the Property, County, by and through its County Administrator, agrees to record a Release of Restrictive Covenants ("Release"), which shall terminate the effectiveness of this Declaration, upon the occurrence of any of the following conditions: (i) the Agreement, in its entirety, is terminated following a suspension pursuant to Section 2.12 of the Agreement; (ii) a final judicial determination, through the completion of all applicable appeals, is made that the Agreement, in its entirety, is unlawful, invalid, or unenforceable; (iii) if neither the Vertical Expansion Condition or the Horizontal Expansion Condition is satisfied by July 3, 2028, and the then owner(s) provides written notice to County that it is relinquishing its right to seek to use any of the expansion space (vertical and/or horizontal) in connection with County's past approval (as of the time such notice is provided) of the Application(s) or zoning code change; or (iv) after the Vertical Expansion Condition and the Horizontal Expansion Condition are both satisfied, both are then subsequently deemed by a court to be unlawful, invalid, or unenforceable, through the completion of all applicable appeals.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Declarant has executed this Declaration on the day below written

WITNESSES

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation

Charles M. Gray
(Signature)
Print name Charles M. Gray
Print address 10305
SUNSHINE HILL DR
FL 33431
(Signature)
Printed name Sharon Aiken
Print address 9721 Sea Turtle Dr.
Plantation, FL 33324

By David M. Myhan
(Signature)
Print name DAVID M. MYHAN
Title PRESIDENT
Print address 1200 N. MILITARY TRAIL
BOCA RATON, FL 33431
23rd day of JANUARY 2025

STATE OF Florida
COUNTY OF Palm Beach SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by DAVID MYHAN as President of Waste Management Inc. of Florida, a Florida corporation, who is personally known to me or who has produced as identification

23rd day of January 2025

C. William Laystrom, Jr.
Notary Public



C. WILLIAM LAYSTROM, JR.
Commission # GQ 272173
Expires January 8, 2023
Notary Public

Typed, printed or stamped name of Notary Public

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibits A and B hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Declaration.

WITNESSES:

(Signature) _____
 Print name: _____
 Print address: _____

(Signature) _____
 Print name: _____
 Print address: _____

By: _____
(Signature)
Print name: _____
Title: _____
Print
address: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
 day of _____, 202__.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION
LANDFILL PROPERTY

SKETCH OF SURVEY
MONARCH HILL
BOUNDARY SURVEY

NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, right-of-way, set back lines, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further confirmed by others through appropriate title verification.
NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

DESCRIPTION:

PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT "A," WASTE MANAGEMENT, INC. PLAT NO. ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH PARCEL "A," WASTE MANAGEMENT, INC. PLAT NO. 37, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 46 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," AND A PORTION OF PARCEL "B," WASTE MANAGEMENT, INC. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGE 31 OF SAID PUBLIC RECORDS, TOGETHER WITH VRCHOTA PROPERTIES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGE 32 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," POWERLINE PARK INDUSTRIAL CENTER" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGE 16 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," THE HILTON COMPLEX, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 36 OF SAID PUBLIC RECORDS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A", OF SAID "WASTE MANAGEMENT, INC. PLAT NO. 4," THENCE NORTH 01°08'37" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 83.87 FEET; THENCE NORTH 85°21'38" EAST, A DISTANCE OF 518.53 FEET; THENCE NORTH 87°10'08" EAST, A DISTANCE OF 143.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS NORTH 02°19'59" EAST, FROM THE LAST DESCRIBED POINT, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12558.17 FEET, A CENTRAL ANGLE OF 03°15'06", FOR AN ARC DISTANCE OF 712.71 FEET; THENCE SOUTH 01°38'19" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 10.00 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY OF WILES ROAD AS VACATED AND RECORDED IN OFFICIAL RECORDS BOOK 47956, PAGE 816, OF SAID PUBLIC RECORDS; THENCE NORTH 54°45'42" EAST, A DISTANCE OF 59.53 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS NORTH 01°07'56" WEST FROM THE LAST DESCRIBED POINT; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12,939.93 FEET, A CENTRAL ANGLE OF 00°28'02", FOR AN ARC DISTANCE OF 105.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°23'31" EAST, A DISTANCE OF 708.02 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY OF WILES ROAD (NW 48TH STREET) PER BROWARD COUNTY RIGHT OF WAY MAP, COUNTY PROJECT NO. 5146, SHEETS 8 THROUGH 10; THENCE SOUTH 01°36'30" EAST, A DISTANCE OF 243.00 FEET; THENCE SOUTH 61°44'40" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 01°30'00" EAST, A DISTANCE OF 496.24 FEET; THENCE NORTH 88°23'31" EAST, A DISTANCE OF 814.87 FEET; THENCE NORTH 01°38'31" WEST, A DISTANCE OF 964.00 FEET; THENCE SOUTH 89°44'31" WEST, A DISTANCE OF 210.52 FEET; THENCE SOUTH 01°30'00" WEST, A DISTANCE OF 13.00 FEET, THE LAST SEVEN (7) DESCRIBED COURSES BEING COINCIDENT WITH THE BOUNDARIES OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 2-A"; THENCE NORTH 89°44'31" EAST, ALONG A LINE 67.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 16, A DISTANCE OF 627.50 FEET; THENCE NORTH 00°15'29" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89°44'31" WEST, ALONG A LINE 55.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 360.16 FEET; THENCE NORTH 01°38'31" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'31" EAST, ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 200.06 FEET; THENCE SOUTH 01°38'31" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'31" WEST, ALONG A LINE 40.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 304.79 FEET; THENCE SOUTH 01°38'31" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'31" EAST, ALONG A LINE 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 360.16 FEET; THENCE NORTH 01°38'31" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'31" EAST, ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 200.06 FEET; THENCE SOUTH 01°38'31" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'31" WEST, ALONG A LINE 40.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 304.79 FEET; THENCE SOUTH 01°38'31" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL "A", OF THE HILTON COMPLEX, A DISTANCE OF 271.92 FEET; THENCE SOUTH 45°57'00" EAST, ALONG AN EASTERLY BOUNDARY OF PARCEL "A", OF SAID THE HILTON COMPLEX, A DISTANCE OF 48.90 FEET, THE LAST TWELVE (12) DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTH RIGHT OF WAY OF WILES ROAD; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY AND ALONG A LINE 94.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 16, SOUTH 01°38'31" EAST, A DISTANCE OF 2582.46 FEET; THENCE SOUTH 01°38'33" EAST, ALONG A LINE 94.00 FEET WEST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 613.47 FEET; THENCE NORTH 01°16'02" WEST, A DISTANCE OF 265.00 FEET; THENCE SOUTH 88°43'58" WEST, ALONG A LINE 265.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 1639.11 FEET; THENCE SOUTH 01°34'17" EAST, A DISTANCE OF 99.59 FEET; THENCE SOUTH 59°15'39" EAST, A DISTANCE OF 312.09 FEET; THENCE SOUTH 88°43'58" WEST, A DISTANCE OF 263.77 FEET; THENCE SOUTH 01°34'17" EAST, A DISTANCE OF 658.48 FEET; THENCE NORTH 88°45'53" EAST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 2212.00 FEET TO THE NORTHEAST CORNER OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 37," THENCE SOUTH 01°38'33" EAST, ALONG THE EASTERLY BOUNDARY OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 37," A DISTANCE OF 659.72 FEET; THENCE SOUTH 88°47'48" WEST, ALONG THE SOUTHERLY BOUNDARY OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 37," A DISTANCE OF 1198.34 FEET; THENCE SOUTH 01°34'17" EAST, ALONG THE WESTERLY BOUNDARY OF "G AND P PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGE 44 OF SAID PUBLIC RECORDS, A DISTANCE OF 276.03 FEET; THENCE SOUTH 88°49'42" WEST, ALONG THE NORTHERLY BOUNDARY OF PARCEL "A", OF "J.F.C. PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 35 OF SAID PUBLIC RECORDS, A DISTANCE OF 680.02 FEET; THENCE SOUTH 81°31'41" EAST, ALONG THE WESTERLY BOUNDARY OF PARCEL "A", OF SAID "J.F.C. PLAT", A DISTANCE OF 283.02 FEET; THENCE SOUTH 88°49'42" WEST, ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 673.03 FEET; THENCE SOUTH 88°14'52" WEST, ALONG A LINE, 100.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 16, A DISTANCE OF 1761.15 FEET; THENCE NORTH 46°10'30" WEST, A DISTANCE OF 97.97 FEET; THENCE SOUTH 88°14'52" WEST, ALONG A LINE 169.97 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 16, A DISTANCE OF 837.81 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 16; THENCE NORTH 01°46'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 493.62 FEET; THENCE SOUTH 88°16'51" WEST, A DISTANCE OF 21.75 FEET; THENCE NORTH 01°09'08" WEST, A DISTANCE OF 1990.87 FEET; THENCE NORTH 01°08'37" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 16, A DISTANCE OF 2498.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 23,154,256 SQUARE FEET OR 531.549 ACRES, MORE OR LESS.

SURVEY NOTES:

- THE LEGAL DESCRIPTION AND BOUNDARY OF THE PROPERTY SHOWN HEREON WAS PREPARED BY THIS OFFICE BASED ON THE VARIOUS PLATS, RIGHT OF WAY MAPS, SECTIONAL BREAKDOWN FOR SECTIONS 16 AND 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST AND PREVIOUS SURVEY PREPARED FOR THE CLIENT.
- UNLESS OTHERWISE NOTED HEREON, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT AS STATED UNDER RULE 5J-17.052, F.A.C.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°44'31"E ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
- THE DIGITAL DATA PROVIDED IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=300' OR SMALLER.
- THE INTENT OF THIS SURVEY IS TO DEPICT THE BOUNDARY OF THE PROPERTY AS DESCRIBED. NO FIELD LOCATION OF IMPROVEMENTS HAS BEEN PERFORMED AT THE REQUEST OF THE CLIENT. SITE IMPROVEMENTS ARE SHOWN BASED ON A FEBRUARY, 2024 AERIAL OF THE SITE AS SUPPLIED BY THE CLIENT.
- THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF WASTE MANAGEMENT, INC. OF FLORIDA FOR THE EXPRESS PURPOSES STATED HEREON AND/OR CONTAINED IN THE CONTRACT WITH THE AFOREMENTIONED CLIENT FOR THIS PROJECT. REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
- NO EVIDENCE OF OVERLAPPING DESCRIPTIONS OR HIATUS, EXCESS OF DEFICIENCIES, CONFLICTING BOUNDARY LINES OR MONUMENTS, OR EVIDENCE OF CONFLICTING BOUNDARY RIGHTS, UNLESS OTHERWISE SHOWN HEREON.
- ADDITIONS AND DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE UNDERSIGNED.
- EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD EITHER PLATTED OR RECORDED IN THE PUBLIC RECORDS ARE SHOWN ON SHEET V-2 AND ARE BASED ON THE FOLLOWING TITLE SEARCH REPORTS PREPARED BY TITLE-WRITE SOLUTIONS, INC.:
FILE NUMBER: MONARCH 1; REPORT NO.: TW-22005414; DATE PREPARED: AUGUST 28, 2023
FILE NUMBER: MONARCH 2; REPORT NO.: TW-22005415; DATE PREPARED: JANUARY 10, 2023
FILE NUMBER: MONARCH 3; REPORT NO.: TW-22005416; DATE PREPARED: JANUARY 11, 2023
FILE NUMBER: MONARCH 4; REPORT NO.: TW-22005417; DATE PREPARED: JANUARY 11, 2023

SURVEYOR'S CERTIFICATE:

I FURTHER CERTIFY THAT THIS SKETCH OF SURVEY AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICES FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF REVENUE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION IN FEBRUARY/MARCH, 2024.

DATE OF LAST FIELD WORK: MARCH 1, 2024.

RAYMOND YOUNG - FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 5799
CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271
ryoung@craventhompson.com

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPER.

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS



3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 739-6409
FAX: (954) 739-6409

FLORIDA LICENSED ENGINEERING SURVEYORS & MAPPERS BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00011

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC.

MONARCH HILL
POMPANO BEACH, FLORIDA

PREPARED FOR:
WASTE MANAGEMENT, INC. OF FLORIDA

BOUNDARY SURVEY

PROJECT NO.
77-1061-001-12

V-1

SHEET 1 OF 3

EXHIBIT B
LEGAL DESCRIPTION
LUPA PROPERTY

A horizontal graphic scale bar with alternating black and white segments. It is marked with '0' at the left end, '60'' in the middle, and '120' at the right end. Below the bar, the text 'GRAPHIC SCALE IN FEET' is printed. To the left of the scale bar is a north arrow pointing upwards.

DESCRIPTION:

PARCEL "A" OF "WASTE MANAGEMENT, INC. PLAT NO. 2-A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138 AT PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM, THOSE LANDS AS DEEDED TO BROWARD COUNTY, IN FEE SIMPLE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 34198, PAGE 369 OF SAID PUBLIC RECORDS

SURVEY NOTES:

1. THE LEGAL DESCRIPTION AND BOUNDARY OF THE PROPERTY SHOWN HEREON WAS PROVIDED BY CLIENT.
2. UNLESS OTHERWISE NOTED HEREON, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT AS STATED UNDER RULE 5J-17.052 F.A.C.
3. THIS SURVEY MEETS AND EXCEEDS THE LINEAR CLOSURE OF 1 IN 10,000 FEET FOR COMMERCIAL/HIGH RISK SURVEYS AS DEFINED IN THE FLORIDA STANDARDS OF PRACTICE FOR SURVEYING (5J-17.051AND 5J-17.052, F.A.C.). THE ACCURACY OF THIS PROPERTY HAD BEEN DETERMINED BY THE MEASUREMENT OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°34'17" ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
5. THE DIGITAL DATA PROVIDED IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.
6. THE INTENT OF THIS SURVEY IS TO DEPICT THE BOUNDARY OF THE PROPERTY AS DESCRIBED, ONLY LOCATIONS OF IMPROVEMENTS THAT AFFECT OR INTERFERE WITH THE PROPERTY HAD BEEN LOCATED. NO INTERIOR LOCATIONS HAVE BEEN PERFORMED AT THE REQUEST OF THE CLIENT.
7. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF WASTE MANAGEMENT INC. OF FLORIDA FOR THE EXPRESS PURPOSES STATED HEREON AND/OR CONTAINED IN THE CONTRACT WITH THE AFOREMENTIONED CLIENT FOR THIS PROJECT. REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE RE-USERS SOLE RISK AND ANY ADDITIONS AND DELETIONS TO THE SURVEY. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
8. NO EVIDENCE OF OVERLAPPING DESCRIPTIONS OR HIATUS, EXCESS OF DEFICIENCIES, CONFLICTING BOUNDARY LINES OR MONUMENTS, OR EVIDENCE OF CONFLICTING BOUNDARY RIGHTS, UNLESS OTHERWISE SHOWN HEREON.
9. ADDITIONS AND DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE UNDERSIGNED.
10. EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD EITHER PLATTED OR RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY ARE SHOWN HEREON AS PROVIDED BY CLIENT. TITLE REVIEW HAS NOT BEEN PERFORMED FOR THIS SURVEY.
11. ELEVATIONS SHOWN HEREON ARE BASE ON THE NORTH AMERICAN VERTICAL DATUM OF 1929 (NGVD 29) AND IS REFERENCED TO THE FOLLOWING LISTED BENCHMARKS: BROWARD COUNTY ENGINEERING SURVEY DIVISION
12. BENCH MARK NO. 2601 - POMPADRO BEACH - CANAL CROSSING SAMPLE ROAD 0.25 MILES WEST OF POWERLINE ROAD, CONTROL STRUCTURE NO. 6), BROWARD COUNTY ON NORTHWEST CORNER OF CONTROL STRUCTURE. "SQUARE" CUT ON HEADWALL ON SOUTH SIDE OF ROAD. EL. 14.83".
- DESCRIPTIONS OF LISTED BENCHMARKS ARE PUBLISHED ON THE BROWARD COUNTY WEB SITE <http://bts.broward.org/bcongeinering/Survey/Surveymain.asp> AND <http://www.labins.org>. ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED ON THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATE VERTICAL ACCURACY OF 0.1'.
12. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY ENLARGE FOR CLARITY.
13. CRAVEN THOMPSON AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS LB. 9271.
14. UNLESS THIS SURVEY BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR A UNIQUE ELECTRONIC SIGNATURE, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY PURPOSES. THE SIGNATURE OF THE SURVEYOR OR OTHERS THAN THE SURVEYOR NOTED HEREON WILL MAKE THIS SURVEY INVALID.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 412.02, FLORIDA STATUTES, AND THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION IN JUNE, 1981.

LAST DATE OF FIELD WORK: JUNE 20, 2018

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB27

SEAL

PROJECT NO.

77-1061-001-28

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR & MAPPER NO. 4343
STATE OF FLORIDA

S-1

SHEET 1 OF 1

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R: Survey\1977\77-1061-001-28 WHEELABRATOR NORTH BROWARD\Drawings\77-1061-001-28 SOS WHEELABRATOR.dwg [S-1 (24X36)] Jun 21, 2018 12:03pm DDAVIE

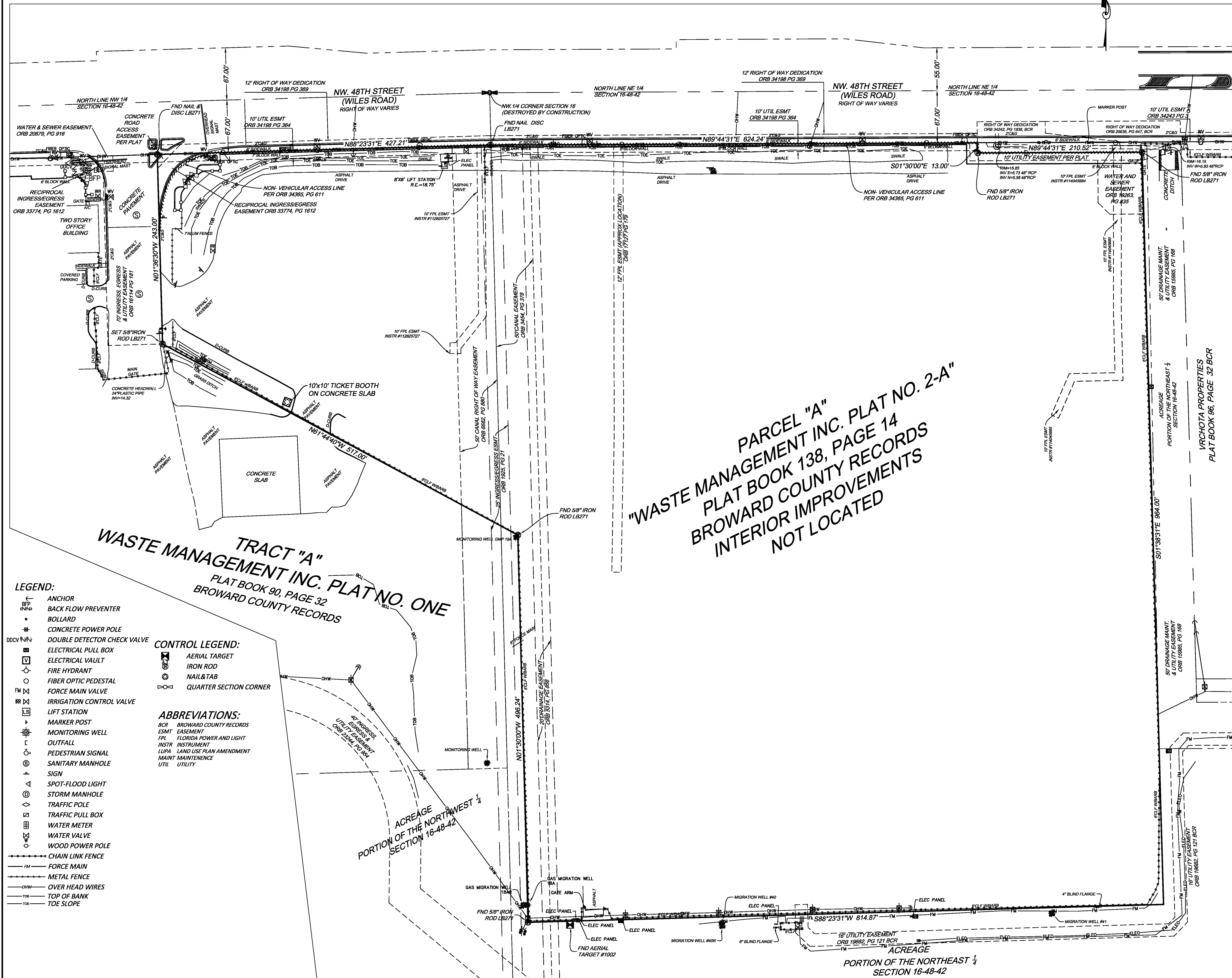


EXHIBIT C
AGREEMENT BETWEEN COUNTY AND WASTE MANAGEMENT

Capacity Schedule

This Capacity Schedule supplements the Agreement between the County and Waste Management, providing further detail regarding the commitments of the Parties.

I. County's Commitments.

A. General Acknowledgement:

Waste Management acknowledges, understands, and agrees that County's commitment of any waste, of any type, under this Agreement is subject to: (1) County's commitments under its Disposal Agreement with its solid waste disposal contractor (or assignee); and (2) the rights of the municipalities contracting with County through interlocal agreements for solid waste disposal services. Waste Management further acknowledges that the above-referenced documents are publicly accessible both online and pursuant to Chapter 119, Fla. Stat.

B. Exclusions:

As stated in Section 3.3 of the Agreement, County is not required to commit to Waste Management any Contracted Processable Waste that is:

- (1) Recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility;
- (2) Processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or
- (3) Processed at any other waste-to-energy facility within Broward County or a neighboring county.

II. Disposal Facility Priority.

A. Primary Disposal Facility:

County intends to maximize the disposal capacity available at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314). Consequently, County will direct as much Contracted Processable Waste as possible to that disposal facility (as same may be expanded). Waste Management acknowledges and understands County's intent and agrees that County's use of this facility's disposal capacity will take precedence over County's commitment to provide Contracted Processable Waste to Waste Management.

B. Priority of Alternate Disposal Facilities:

Unless otherwise specified in the relevant section of the Agreement or this Capacity Schedule (including any provision establishing a higher priority for the Expanded Landfill), Waste Management will seek to prioritize disposal facilities in the following order for all deliveries of waste, of any type, delivered by County or on County's behalf (whether such waste was generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services) to the extent it is commercially and operationally feasible (as determined by Waste Management): (1) the Expanded Landfill; (2) the Okeechobee Landfill; (3) such other Waste Management disposal facility as may be approved by County and Waste Management.

III. Payment of Fees Owed to Waste Management.

The Parties acknowledge that the Increased Disposal Capacity Commitment, the Class III Waste Commitment, and the Contingency Disposal Services require payment to Waste Management on terms set out herein and in the Global Amendment.

Waste Management agrees that, although some of these payments may be made directly by County, others will be made on County's behalf by its solid waste disposal contractor (or assignee) pursuant to the Disposal Agreement, by municipalities contracting with County for solid waste disposal services, or by licensed waste haulers on behalf of County or such municipalities.

IV. Increased Disposal Capacity Commitment.

A. Disposal Fee for Contracted Processable Waste:

Waste Management will provide disposal capacity at the current rate of \$56.15 per ton of Contracted Processable Waste.

This rate will be adjusted annually by the Adjustment CPI, as set forth below. This disposal fee is the only fee, charge, or cost Waste Management will impose for such disposal service (e.g., Waste Management will not impose any loading costs), other than as a result of any change in law that imposes a new (i.e., after the Effective Date of the Agreement) or increased fee, surcharge, or tax that is required to be charged by a disposal facility operator to its customers, including governmental customers ("Fee(s) Due to Change in Law"). In such event, Waste Management is only permitted to pass through the Fee(s) Due to Change in Law and may not impose any additional service or administrative costs associated therewith.

B. Disposal Fee Adjustment:

Waste Management may adjust the per ton rate set forth in Part IV.A of this Capacity Schedule no more frequently than on an annual basis, with any such rate adjustment to commence on October 1, with the adjustment to be equal to the change in the Adjustment CPI. The first such annual adjustment may occur on October 1, 2025.

C. Alternate Disposal Facility:

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, Waste Management agrees to use commercially reasonable efforts to fulfill the Increased Disposal Capacity Commitment at the Okeechobee Landfill.

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, nothing in the Agreement requires Waste Management to pay transportation costs for Contracted Processable Waste transported to Okeechobee Landfill.

V. Class III Waste Commitment.

A. Disposal Fee for Class III Waste Commitment:

Waste Management will provide disposal capacity at the current rate of \$54.51 per ton of waste described in the Class III Waste Commitment.

This rate is subject to adjustment one time per year, utilizing the Adjustment CPI, as more fully set forth below. This disposal fee is the only fee, charge, or cost Waste Management will impose for such disposal service (e.g., Waste Management will not impose any loading costs) other than Fee(s) Due to Change in Law as defined in Part IV.A of this Capacity Schedule, and subject to the same limitations thereon.

B. Disposal Fee Adjustment:

Waste Management may adjust the per ton rate stated in Part V.A of this Capacity Schedule no more frequently than on an annual basis, with any such rate adjustment to commence on October 1, with the adjustment to be equal to the change in the Adjustment CPI. The first such annual adjustment may start on October 1, 2025.

If the July 2028 Renewal of the Disposal Agreement is exercised, the Class III Waste Commitment disposal fee will be adjusted to an amount equal to the disposal fee for Contracted Processable Waste (as per the rate in the current Disposal Agreement) on the date stated in the current (or amended) Disposal Agreement (i.e., on either July 3, 2028, or on October 1, 2028), and will thereafter remain subject to the annual adjustment to be equal to the change in the Adjustment CPI each October 1.

C. Disposal Facilities:

To the extent operationally feasible, Waste Management will fulfill the Class III Waste Commitment at the Expanded Landfill. Waste Management will otherwise fulfill the Class III Waste Commitment at the Okeechobee Landfill or, if the former is operationally unavailable at the time Class III Waste is being delivered, such other Waste Management disposal facility approved by County and Waste Management.

Nothing in the Agreement requires either County or Waste Management to pay transportation costs for the waste described in the Class III Waste Commitment if it is not transported directly to the Expanded Landfill.

VI. Contingency Disposal Services.

A. Disposal Capacity:

Pursuant to the terms of the Agreement, Waste Management agrees to provide Contingency Disposal Services upon the County Administrator's written request.

Waste Management will provide the Contingency Disposal Services on the same terms as Section III.F.5 of the Global Amendment, including all disposal capacity previously provided by Wheelabrator Environmental Systems Inc. (WES) thereunder. Waste Management agrees to make available to the County (directly or to municipalities with interlocal agreements with

County for solid waste disposal services) total annual capacity of 1.5 million tons of disposal for Contracted Processable Waste at the Okeechobee Landfill (the 1.3 million tons per year described in the Global Amendment plus the additional 200,000 tons per year under the Increased Disposal Capacity Commitment).

B. Contingency Disposal Services Fee for Contracted Processable Waste, and Adjustment:

Waste Management will provide Contingency Disposal Services capacity for the same disposal fee, and using the same adjustment process, described in Part IV of this Capacity Schedule. This disposal fee is the only fee, charge, or cost (whether direct or indirect, including but not limited to loading costs) Waste Management will impose for such disposal service, other than Fee(s) Due to Change in Law as defined in Part IV.A of this Capacity Schedule, and subject to the same limitations thereon.

C. Cost Limitations:

Waste Management is not required to cover transportation costs to the Okeechobee Landfill or other approved disposal facilities.

D. Alternate Disposal Facility:

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, Waste Management agrees to use commercially reasonable efforts to perform the Contingency Disposal Services by routing Contracted Processable Waste, through the transfer stations referenced under the Transfer Station Commitment or Other Transfer Stations, for disposal at the Okeechobee Landfill.

D. Exclusions:

As stated in Section 3.3 of the Agreement, County is not required to commit to Waste Management any Contracted Processable Waste that is:

- (1) Recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility;
- (2) Processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or
- (3) Processed at any other waste-to-energy facility within Broward County or a neighboring county.

VII. Backup Rates and Fallback Terms.

The Parties acknowledge that, like the disposal services described in the Agreement, the services outlined in this Capacity Schedule are essential to public health and safety. Accordingly, the Agreement provides for “suspension” (under Sections 2.12.3.1 and 2.12.3.2) if, among other occurrences, any commitment or services addressed in this Capacity Schedule is unenforceable or invalid, including because of the failure of some implied condition, drafting issue, or judicial action. For that reason, it benefits each Party to ensure that, if the rates as specified above in this Capacity Schedule are determined to be unenforceable or invalid, the Agreement includes mechanisms to ensure continuity of services. Accordingly, if any of the rates specified in this Capacity Schedule are rendered unenforceable, for any reason including circumstances beyond the control of either Party, the Parties agree to negotiate new rates in good faith for a period of up

to thirty (30) months, and, during such period of negotiation, Waste Management shall continue to provide the services described in this Capacity Schedule at the then-existing rates to ensure the continued performance of these essential services for the health and safety of the public.

ITEM #33

(Exhibit 39 – Revised Agreement and DRC)

ADDITIONAL MATERIAL
PUBLIC HEARING

FEBRUARY 25, 2025

SUBMITTED AT THE REQUEST OF
COUNTY ATTORNEY’S OFFICE



AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT INC. OF FLORIDA TO ADDRESS IMPACTS OF FURTHER DEVELOPMENT OF THE MONARCH HILL LANDFILL

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Waste Management Inc. of Florida, a Florida for Profit Corporation (“Waste Management”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region.

B. Landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma.

C. Most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the potential impacts on a host community.

D. The Monarch Hill landfill, owned by Waste Management, is one such regional landfill. The Monarch Hill landfill is located on the south side of Wiles Road/Northwest 48th Street, between Powerline Road and the Florida Turnpike in the Broward Municipal Services District (“Existing Landfill”).

E. If the conditions described below are met, the Existing Landfill will be expanded both vertically—raising its height from 225 feet to 325 feet—and horizontally, incorporating an approximately 24.2-acre parcel at 2600 Wiles Road, Pompano Beach, Florida 33073, previously used for a waste-to-energy plant (“Horizontal Expansion Site”). A legal description of the Horizontal Expansion Site is attached as **Exhibit A**. The Existing Landfill, together with the Horizontal Expansion Site and/or the new air space created by the Vertical Expansion Condition (as defined below), is referred to herein as the “Expanded Landfill.”

F. In a letter dated January 14, 2025, a copy of which is attached as **Exhibit B** (“Commitment Letter”), Waste Management voluntarily made specific commitments to address concerns raised by County regarding potential negative externalities and impacts, including unknown externalities and impacts, with the intent: (i) that the Board of County Commissioners (“Board”) may rely on those commitments when deciding whether to provide approvals necessary for the proposed vertical and/or horizontal expansion(s) and (ii) to induce the Board into providing such approvals.

G. On February 25, 2025, the Board is considering adoption of ordinances relating to the proposed vertical and horizontal expansions of the Existing Landfill (collectively, “Development Ordinances”).

H. In conjunction with the Board's consideration of the Development Ordinances, Waste Management has agreed to record restrictive covenants to run with the land and bind Waste Management's successors and assigns, if any, which restrictive covenants are contained in the Declaration of Restrictive Covenants attached as **Exhibit C** ("Restrictive Covenants").

I. The proposed vertical and horizontal expansions will impact the provision of solid waste disposal and other services by County while providing Waste Management with economies of scale.

J. To address the potential negative externalities and impacts created by the proposed expansions, as would be enabled by enactment of the Development Ordinances, Waste Management agrees to perform the obligations and commitments set forth in this Agreement, and County agrees, as it determines in its sole discretion, to utilize the performance by Waste Management to benefit County's residents and businesses in connection with solid waste disposal including, without limitation, to: offset costs of recycling and solid waste management; enhance litter control programs; expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control; and to otherwise address the potential negative externalities and impacts, whether known or currently unknown, from the proposed vertical and/or horizontal expansion of the Existing Landfill.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. "Adjustment CPI" means for All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted, Series ID: CUUR0000SA0, with any adjustments made based thereon having a cap not to exceed five percent (5%) per year and a floor of not less than one percent (1%) per year.

1.2. "Contracted Processable Waste" means any Class I waste (as defined by the Florida Administrative Code), refuse, garbage (as defined by the Florida Administrative Code), trash, and rubbish that is: (i) generated from residential or commercial properties located within Broward County; and (ii) delivered by or on behalf of County, whether such solid wastes were delivered from within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services. Notwithstanding the foregoing, the Parties hereby agree that the definition of "Contracted Processable Waste" will be consistent with the definition of that term in the Global Amendment (defined below).

1.3. "Disposal Agreement" means the Solid Waste Disposal Services Agreement entered into on June 26, 2012, by County and Wheelabrator Environmental Systems, Inc., regardless of any assignment, and as amended.

1.4. "Disposal Agreement End Date" means the: (i) date the Disposal Agreement expires, including any renewals thereof which renewals may continue through part of the year 2038; or (ii) the effective date of its termination, if applicable.

1.5. “Global Amendment” means the Global Amendment, dated as of May 19, 2015, among County, Waste Management, Wheelabrator South Broward Inc., and other entities, as amended.

1.6. “Horizontal Expansion Condition” means the issuance of all permits, licenses, and other approvals required to authorize disposal of waste on the Horizontal Expansion Site, including any required solid waste permit, solid waste license, environmental resource permit, surface water management license, and zoning change. Notwithstanding the foregoing, the Horizontal Expansion Condition will automatically be deemed to have been satisfied if Waste Management begins disposing of any revenue-generating waste on the Horizontal Expansion Site, but such disposal is not required for the Horizontal Expansion Condition to be deemed satisfied.

1.7. “Okeechobee Landfill” means Waste Management’s Okeechobee landfill facility, located at 10800 N.E. 128th Avenue, Okeechobee, Florida 33972.

1.8. “Vertical Expansion Condition” means the issuance of all permits, licenses, and other approvals required to authorize disposal of waste at the Existing Landfill above 225 feet and up to 325 feet National Geodetic Vertical Datum (“NGVD”), including any required solid waste permit, solid waste license, environmental resource permit, and surface water management license. Notwithstanding the foregoing, the Vertical Expansion Condition will automatically be deemed to have been satisfied if Waste Management begins disposing of any revenue-generating waste at the Existing Landfill or Expanded Landfill above 225 feet NGVD, but such disposal is not required for the Vertical Expansion Condition to be deemed satisfied.

ARTICLE 2. WASTE MANAGEMENT OBLIGATIONS

2.1. Binding Effect of Voluntary Commitments. Waste Management has read, understands, and concurs with each of the recitals and legislative findings contained in the Development Ordinances and otherwise set forth above, and agrees that all such recitals and legislative findings are true and accurate and are incorporated into this Agreement.

In addition, Waste Management is voluntarily undertaking several commitments including, but not limited to, a voluntary commitment to pay County a Host Charge (defined below) and other commitments contained herein and in the Restrictive Covenants that will run with the land and encumber the Expanded Landfill. Waste Management has voluntarily undertaken these specific commitments to address concerns raised by County regarding potential negative externalities and impacts, including contingent and unknown externalities and impacts, resulting from the expansion. Waste Management’s voluntary commitments were made with the express intent that County may rely upon them in considering the Development Ordinances referenced above. The purpose of this Agreement and the Restrictive Covenants is to ensure that Waste Management is legally bound to perform each such voluntary commitment (subject to any stated conditions) and to ensure that, as applicable, such commitments are binding upon any successors and assigns of Waste Management.

As further specified below, Waste Management’s obligation to perform some of its commitments is conditioned upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition. Therefore, Waste Management agrees to use its best efforts to diligently

and expeditiously achieve satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition as soon as possible and without any undue delay.

Unless otherwise specified in this Agreement, where Waste Management agrees to provide capacity for disposal of waste of any nature (whether such waste was generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services), Waste Management will provide such capacity at the rates and on the applicable terms as stated in the Capacity Schedule attached as **Exhibit D**.

Waste Management's binding commitments are described in more detail below.

2.2. Host Charge.

2.2.1. *Per ton rates.* To mitigate potential negative externalities and impacts, known and unknown, to County from the proposed horizontal and/or vertical expansion of the Existing Landfill, Waste Management hereby agrees to pay County for each ton of waste disposed of at any height in the Expanded Landfill (collectively, "Host Charge"):

- (i) \$3.50 per ton of "ash residue," "bottom ash," "fly ash," "industrial solid waste," and "Class III waste" (including but not limited to yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, and other items of bulky waste), as those terms are defined in Rule 62-701.200, Florida Administrative Code, for all of such waste generated within Broward County, as well as for any other types of waste generated within Broward County not specifically referenced in Section 2.2.1(ii);
- (ii) \$6.00 per ton of "household waste" and "commercial solid waste," as those terms are defined in Rule 62-701.200, Florida Administrative Code, generated within Broward County; and
- (iii) \$6.00 per ton of waste of any nature generated, originating, or delivered from outside of Broward County.

2.2.2. *Option for credit or payment.* At the sole discretion of the County Administrator, Waste Management will either: (i) pay the Host Charge to County; or (ii) provide County an offset or credit against any fees owed to Waste Management by County. Any reference in this Agreement to Waste Management's payment of the Host Charge will also be deemed to apply to the offset or credit described in this Section 2.2. The County Administrator may at any time change the County's election to/from an affirmative payment to/from a credit through written notice to Waste Management.

2.2.3. *Payment schedule.* Waste Management will pay the Host Charge to County monthly in arrears within thirty (30) days after the end of each calendar month.

2.2.4. *Rate adjustment.* Waste Management will adjust the value of the Host Charge paid or credited to County annually on each January 1 to equal the change (September to September) in the Adjustment CPI. If the initial adjustment of the Host Charge is scheduled to occur less than eleven (11) months after the commencement of Host Charge payments, as described in Section 2.2.6, the initial adjustment of the Host Charge will be prorated.

2.2.5. *Host Charge exemption; auditor.* The Host Charge will not apply to: (i) materials (such as cover, capping, or construction materials) that are lawfully allowed into the Expanded Landfill and are taken in at no charge (but if any amount is charged by Waste Management for disposal, then the Host Charge shall be paid); and (ii) sludge, grit, and screenings from a wastewater treatment plant that are delivered by County or delivered on County's behalf (collectively, "Exempt Material"). However, this exemption applies only to the extent the percentage of Exempt Material does not exceed the reasonable and customary percentage, relative to revenue-generating waste, accepted by solid waste disposal facilities of a similar age or size and, to the extent applicable and available, using historical records of the Existing Landfill. Any amount of Exempt Material exceeding this reasonable and customary percentage will not be exempt from the Host Charge.

2.2.5.1. In addition to the audit rights and obligations contained in the "Retention of Records and Trade Secrets" section of this Agreement, County has the right, whether through its employees or any outside representative engaged by County, to audit the books, records, and accounts of Waste Management (and any subcontractors with records related to the Host Charge payments but only to the extent Waste Management does not, in any material sense, maintain sufficiently adequate records for the below-stated auditing purposes, hereinafter "Subcontractors") for the purpose of verifying the tonnages subject to, and the tonnages exempted from, the Host Charge. Waste Management, and any and all such Subcontractors (if applicable as per the above), will keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Host Charge.

2.2.5.2. Waste Management will ensure that all of the books, records, and accounts subject to County's audit contain sufficient detail to either verify Waste Management's full payment, or precise underpayment, of the Host Charge. These books, records, and accounts include, without limitation, documents and data related to the tonnages and types of Exempt Material allowed into the Expanded Landfill at no charge, tonnages and types of revenue-generating waste allowed into the Expanded Landfill, place(s) of origin for any such Exempt Material or revenue-generating waste allowed into the Expanded Landfill, related scale and payment records, as well as any surveys of the Expanded Landfill and related GPS data that may be used to calculate the amount of Exempt Material and revenue-generating waste allowed into the Expanded Landfill. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Waste Management, and any and all such Subcontractors (if applicable as per the

above) will make same available in written form at no cost to County. Waste Management will provide County (including any outside representative engaged by County) with reasonable access to the Expanded Landfill and Waste Management's facilities where such books, records, and accounts are kept.

2.2.5.3. County (including any outside representative engaged by County) will be allowed to interview all current or former employees to discuss matters pertinent to the Host Charge and to conduct spot inspections of the Expanded Landfill without prior notice once per month. The contents of any audit report produced by County (including any outside representative engaged by County) will generally be limited to the verified categories, types, place(s) of origin, and tonnage amounts of Exempt Material and revenue-generating waste needed to calculate the Host Charge.

2.2.5.4. If an audit or inspection reveals underpayment(s) of the Host Charge by Waste Management to County of any nature, Waste Management will increase the next Host Charge payment by the amount underpaid plus interest (accruing at an annual rate of five and one-half percent (5.5%) from the original due date).

- 2.2.6. *Condition(s) precedent.* Waste Management's obligation to pay the Host Charge commences upon satisfaction of the earlier of the Vertical Expansion Condition or the Horizontal Expansion Condition. Once satisfaction of one such condition has occurred, Waste Management will begin paying to County the Host Charge at rates equal to one-half (1/2) of the rates specified in Section 2.2.1. Upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition, Waste Management will commence paying to County the additional one-half (1/2) of the Host Charge such that the entire amount of the Host Charge value will be paid once both conditions have been satisfied. Waste Management will use best efforts to facilitate the commencement of payment of both one-half (1/2) of the Host Charge and the entire Host Charge without undue delay.
- 2.2.7. *No pass through.* Waste Management agrees that it will not include any portion of the Host Charge as a line item on any bill, invoice, ticket, or other charge provided to any customer of Waste Management, nor will Waste Management include any portion of the Host Charge in any express charge addressing governmental fees, taxes, or other costs.
- 2.2.8. *Duration.* The commitments in this Section 2.2 commence as stated in Section 2.2.6, above, and will remain in effect for the entire remaining operating life of any part of the Expanded Landfill. The commitment to pay the Host Charge applies to all waste disposed of in any part of the landfill (except the Exempt Material, to the extent stated above) for so long as any part of the Expanded Landfill (at any height) continues to operate (and thereafter until the last required Host Charge payment resulting from the final month of landfill operations is made).

2.3. Exclusion of Certain Wastes.

Excluded waste. For the purposes of this Section 2.3, “household waste” and “commercial solid waste,” as defined in Rule 62-701.200, Florida Administrative Code, are collectively referred to as “Excluded Waste.”

2.3.1. *Exclusion from Expanded Landfill.* Except as stated below, Waste Management will not, at any time, accept Excluded Waste into any part of the Expanded Landfill that is not part of the Existing Landfill. Specifically, Excluded Waste is prohibited above 225 feet in any portion of the Expanded Landfill or at any height in the Horizontal Expansion Site. This commitment will commence upon the Effective Date and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.3.2. *Exclusion from Existing Landfill.* Waste Management will cease accepting Excluded Waste for disposal in the Existing Landfill at or below 225 feet in height beginning October 1, 2027, provided that both the Vertical Expansion Condition and Horizontal Expansion Condition are satisfied. If the Vertical Expansion Condition and Horizontal Expansion Condition are not both satisfied by October 1, 2027, but they are both later satisfied, Waste Management will cease accepting Excluded Waste for disposal in the Existing Landfill at or below 225 feet in height within sixty (60) days after the second of those conditions is satisfied, subject to the stated exceptions in Section 2.3.4. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.3.3. *Exceptions.* Excluded Waste may only be accepted in the Existing Landfill or Expanded Landfill, where otherwise prohibited, under the following conditions: (i) during a locally declared state of emergency; or (ii) upon an express finding by County (by the Board, or in the event of an exigency by the County Administrator, subject to the Board’s ratification at its next meeting) that such temporary acceptance is in the public interest, and provided that such acceptance is limited to the duration of County’s finding and does not conflict with any of Waste Management’s applicable contractual obligations to the City of Coconut Creek as set forth in the 2015 settlement agreement between those entities.

2.4. Onsite Commitments.

2.4.1. *Non-Broward waste.* Waste Management will limit the annual volume of waste accepted for disposal at the Expanded Landfill from sources outside of Broward County to no more than twenty percent (20%) of the total incoming waste volume, calculated on an annual basis (“Non-Broward Limit”). Waste Management may only exceed the Non-Broward Limit after receiving written authorization from the County Administrator: (i) during a locally declared state of emergency; or (ii) to allow reciprocal acceptance of waste originating from a Florida county where waste generated from residential or commercial properties

located within Broward County is disposed. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.4.2. *Methane gas supply.* If County (through the County Administrator) elects to install a wastewater sludge dryer near the Expanded Landfill, Waste Management will cooperate in good faith with County to supply methane gas generated at the Expanded Landfill to the dryer on commercially reasonable terms, if County funds and installs all necessary infrastructure and equipment required to transport the methane gas to the dryer facility. County may use the methane gas supplied by Waste Management to support County's renewable energy initiatives and provide a sustainable solution for wastewater sludge disposal, consistent with the envisioned purpose of the dryer facility. This commitment will commence upon satisfaction of both the Vertical Expansion Condition and Horizontal Expansion Condition and will remain through the Disposal Agreement End Date.

2.4.3. *Option to purchase Horizontal Expansion Site.* Notwithstanding the status of the Horizontal Expansion Condition and Vertical Expansion Condition, for a period of eighteen (18) months after January 28, 2025 ("Option Period"), County has the right and option to purchase the Horizontal Expansion Site at its Fair Market Value (as defined below) to use for any lawful purpose except residential uses, resource recovery facilities (except for operation of a newly constructed waste-to-energy facility, unless (i) such activity is otherwise prohibited in Schedule 6.24(b) of the 2015 agreement between Waste Management and Granite Acquisition, Inc., (ii) County cannot obtain consent from the "Company" (as defined in that 2015 agreement) or its applicable successor, to modify or eliminate the restriction; or (iii) County is unable to avoid the impact of the provision through a legal action, including but not limited to an eminent domain proceeding), construction and demolition recycling facilities, or transfer stations ("Option"). During the Option Period, whether before or after County has given provision of the Option Notice (as defined below), Waste Management will not dispose of any waste on the Horizontal Expansion Site. County may exercise the Option within eighteen (18) months after the grant of the two Land Use Planning Amendments ("LUPAs") by County (the LUPAs would result from approval of two applicable ordinances being considered by the Board, and the LUPAs together with any other required permits or approvals would allow Waste Management to use the Horizontal Expansion Site as a landfill, if the Option is not exercised by County), by providing written notice to Waste Management ("Option Notice"). If County fails to timely provide the Option Notice within eighteen (18) months after January 28, 2025, then the option to purchase shall terminate. "Fair Market Value" means the fair market value of the Horizontal Expansion Site determined as follows:

- (i) *Mutual agreement on Fair Market Value.* For a period of thirty (30) days after Waste Management's receipt of the Option Notice, the Parties shall attempt to arrive at a mutually agreeable Fair Market Value for the Horizontal Expansion Site. If the Parties cannot agree on the Fair Market Value within this thirty (30)

day period, then either Party, by sending written notice to the other within five (5) days after the end of the thirty (30) day period, shall cause the matter to be submitted to appraisal (“Appraisal Notice”).

- (ii) *Use of appraisers.* Within thirty (30) days after the Appraisal Notice, each Party, at its own cost and by giving notice to the other Party, shall appoint a qualified real estate appraiser having at least ten (10) years’ full-time experience, having an MAI designation, and also having experience in landfill appraisals, to appraise and determine the Fair Market Value using the valuation methodology set out below. The two (2) appraisers shall independently, and without consultation, prepare a written appraisal of the Fair Market Value within sixty (60) days after such appointment. If the values of the appraisals differ by no more than five percent (5%) of the value of the higher appraisal, then the Fair Market Value will be the average of the two (2) appraisals. If the values of the appraisals differ by more than five percent (5%) of the value of the higher appraisal, the appraisers shall jointly designate in writing (within 10 days) a third appraiser meeting the qualifications set out above. The third appraiser shall make an appraisal of the Fair Market Value within thirty (30) days after selection, without consultation with the first two (2) appraisers, and using the valuation methodology set out below. The Fair Market Value will be the value selected by the one of the original two (2) appraisers that is closest, on a dollar basis, to the Fair Market Value determined by the third appraiser. This determination of Fair Market Value will be binding and conclusive. Each Party shall pay the fees and expenses of its own appraiser and fifty percent (50%) of the fees and expenses of the third appraiser.
- (iii) *Fair Market Value methodology.* Each appraiser shall prepare a valuation of the Horizontal Expansion Site using the income approach based upon the net present value of future income, at the then-current market disposal rates, from use of the Horizontal Expansion Site for waste disposal from permitted landfill operations (in determining the value the appraiser shall assume the Vertical Expansion Condition and the Horizontal Expansion Condition have both been satisfied and that the Horizontal Expansion Site can be lawfully used as a permitted landfill as part of the Monarch Hill Landfill operations).

After Fair Market Value is determined, County shall have thirty (30) days to provide Waste Management with written notice that it intends to close on the purchase of the Horizontal Expansion Site, which closing shall occur within sixty (60) days after the notice is provided. The Option shall immediately expire if County does not timely provide such notice. A condition precedent to County’s right to close on its purchase of the Horizontal Expansion Site is the satisfaction of the Vertical Expansion Condition and the Horizontal Expansion Condition (unless Waste Management agrees in writing to forgo the Horizontal Expansion Condition).

2.5. Additional Operational Commitments. Waste Management acknowledges that fulfilling these commitments will require coordination with County’s solid waste disposal contractor: Wheelabrator Environmental Systems, Inc. (or its assignee). For County’s benefit, Waste

Management agrees to cooperate with County's solid waste disposal contractor as is reasonably required to comply with Waste Management's obligations under this Agreement.

2.5.1. *Increased disposal capacity.* Upon the County Administrator's written request, Waste Management will make available to County a minimum of 775,000 tons per year of solid waste disposal capacity for Contracted Processable Waste at the Okeechobee Landfill or, if it is operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management ("Increased Disposal Capacity Commitment"). The Increased Disposal Capacity Commitment does not create an obligation for Waste Management to pay the costs to transport such Contracted Processable Waste. Waste Management will fulfill the Increased Disposal Capacity Commitment on the same terms (including, without limitation, rates) as its current capacity commitment of 575,000 tons per year contained in Section III.F.5 of the Global Amendment, and pursuant to any terms in the Capacity Schedule. Waste Management will maintain its current capacity commitment of 575,000 tons per year unless and until the Increased Disposal Capacity Commitment takes effect. Waste Management will fulfill the Increased Disposal Capacity Commitment commencing upon satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition and will continue to fulfill it through the Disposal Agreement End Date.

2.5.2. *Transportation costs.*

2.5.2.1. Waste Management currently disposes of 35,000 tons per year of Contracted Processable Waste at the Existing Landfill, and agrees to continue doing so (or assume responsibility for the cost of diversion) through October 1, 2025. If neither the Horizontal Expansion Condition nor the Vertical Expansion Condition has been satisfied by October 1, 2025, then the aforementioned 35,000 tons per year of Contracted Processable Waste will no longer be disposed of at the Existing Landfill. The aforementioned 35,000 tons per year of Contracted Processable Waste will instead be disposed of at the Okeechobee Landfill (and Waste Management will not be responsible for such transportation costs). Upon satisfaction of either the Horizontal Expansion Condition or the Vertical Expansion Condition, the 35,000 tons per year of Contracted Processable Waste will once again be accepted at the Expanded Landfill, subject to the "Exclusion of Certain Wastes" section of this Agreement.

2.5.2.2. If Waste Management is required to cease accepting Contracted Processable Waste in any part of the Expanded Landfill (after either the Vertical Expansion Condition or Horizontal Expansion Condition has been satisfied), Waste Management will annually pay County an amount equal to the cost incurred (or assume direct responsibility for the cost) to transport up to 35,000 tons per year of Contracted Processable Waste to the Okeechobee Landfill, or to such other Waste Management disposal facility as may be approved by County and Waste Management, but that would not have been incurred if the Contracted Processable Waste had been disposed of at the Expanded Landfill or transported

directly to the Wheelabrator South Broward waste-to-energy facility located at 4400 South State Road 7, Fort Lauderdale, Florida 33314 (“Transportation Cost Commitment”). The Transportation Cost Commitment will equal the additional cost incurred to transport up to 35,000 tons per year of Contracted Processable Waste to the Okeechobee Landfill.

2.5.2.2.1. If County delivers less than the entire 35,000 tons of Contracted Processable Waste in a given year (the difference between the actual amount delivered and the entire 35,000 tons of Contracted Processable Waste is referred to as the “Delivery Deficit”), then the tonnage of Contracted Processable Waste used to calculate the payment of the Transportation Cost Commitment for the succeeding year will be increased by an amount equal to the prior year’s Delivery Deficit. Each year’s Delivery Deficit may only be carried over to the following year.

2.5.2.2.2. Waste Management will fulfill the Transportation Cost Commitment annually beginning on the date that Waste Management ceases to accept Contracted Processable Waste at any part of the Expanded Landfill through the Disposal Agreement End Date, provided either or both the Vertical Expansion Condition or the Horizontal Expansion Condition are satisfied.

2.5.3. *Class III waste.* Waste Management is currently providing to County, and will continue to provide to County, processing and disposal capacity sufficient to dispose of all deliveries of any of the following solid wastes that may be delivered by or on behalf of County, including such solid wastes generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services: construction and demolition debris, tropical storm or hurricane related debris, yard waste, recyclable materials, any large household appliances (commonly referred to as “white goods”) that do not contain chlorofluorocarbons, and other items of bulky waste (collectively, “Class III Waste Commitment”). To the extent operationally feasible, Waste Management will fulfill the Class III Waste Commitment at the Expanded Landfill. Waste Management will otherwise fulfill the Class III Waste Commitment at the Okeechobee Landfill or, if the former is operationally unavailable, such other Waste Management disposal facility approved by County and Waste Management. Other than the disposal rates in the Capacity Schedule, Waste Management will fulfill the Class III Waste Commitment without imposing any costs for such processing. The Class III Waste Commitment does not create an obligation for Waste Management to pay the costs to transport such waste to the disposal destination. Waste Management will continue to fulfill the Class III Waste Commitment on and after the Effective Date, and through the Disposal Agreement End Date, unless the Vertical Expansion Condition and/or the Horizontal Expansion Condition are not satisfied by December 31, 2027, in which event Waste Management may cease fulfilling the Class III Waste Commitment effective July 3, 2028, by providing County prior written notice thereof by April 3, 2028.

2.5.4. *Transfer stations.* Waste Management is currently providing to County, and will continue to provide to County, access to and the right to use, without cost, Waste Management's transfer stations located within Broward County for the delivery of Contracted Processable Waste ("Transfer Station Commitment"). Waste Management is not obligated to pay disposal fees for Contracted Processable Waste delivered under the Transfer Station Commitment. County agrees that all Contracted Processable Waste delivered under the Transfer Station Commitment shall be disposed of at the Okeechobee Landfill or, if it is operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management. Waste Management will fulfill the Transfer Station Commitment, in part, by providing access to and the right to use the following transfer stations, to the extent they remain in use by Waste Management, and providing access to and the right to use any additions to Waste Management's transfer station network:

- (i) Reuter transfer station, located at 20701 Pembroke Road, Pembroke Pines, Florida;
- (ii) Davie transfer station, located at 2380 College Avenue Davie, Florida; and
- (iii) Deerfield West transfer station, located at 1750 SW 43rd Terrace, Deerfield Beach, Florida.

As part of the Transfer Station Commitment, Waste Management will provide County reasonable advance written notice prior to soliciting for a hauler of Contracted Processable Waste from any transfer station(s), and further will invite County's presence at and input regarding, and consider County's objections, if any, to the selection of such hauler(s). The Parties agree that Waste Management will make the final determination as to which hauler should be selected. Waste Management will continue to fulfill the Transfer Station Commitment on and after the Effective Date, and through the Disposal Agreement End Date, unless the Vertical Expansion Condition and/or the Horizontal Expansion Condition are not satisfied by December 31, 2027, in which event Waste Management may cease fulfilling the Transfer Station Commitment effective July 3, 2028, by providing County prior written notice thereof by April 3, 2028.

2.5.5. *Out-of-network transfer station credit.* Nothing contained in this Agreement prevents County from using any transfer station(s) not owned or operated by Waste Management ("Other Transfer Stations"). If County uses any Other Transfer Stations after the Effective Date, Waste Management will, at County's option, either reduce the tipping fee for Contracted Processable Waste by \$8 per ton or provide a credit to County of equal value at the time County transfers Contracted Processable Waste from any Other Transfer Station to: the Okeechobee Landfill or, if the former is operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management ("Out-of-Network Transfer Station Credit Commitment"). Effective January 1, 2026, the value of the Out-of-Network Transfer Station Credit Commitment provided by Waste Management will be increased annually,

regardless of whether County has begun using Other Transfer Stations, to equal the percentage change in the Adjustment CPI, for the twelve-month period ending in September of the preceding calendar year. Waste Management will continue to fulfill the Out-of-Network Transfer Station Credit Commitment through the Disposal Agreement End Date.

2.6. Recycling Commitments.

2.6.1. *Methane recycling.* Waste Management will collect methane gas generated from “household waste” and “commercial solid waste,” as defined in Rule 62-701.200, Florida Administrative Code, delivered by or on behalf of County to the Okeechobee Landfill. Waste Management will capture methane gas produced from the decomposition of waste, purify it to pipeline-quality standards, and inject it into the gas utility pipeline at said facility. Waste Management will subsequently extract the gas from the utility pipeline at its hauling companies and use it to fuel refuse collection vehicles, to recycle available resources and reduce total greenhouse gas emissions. Waste Management will perform such services beginning upon: (i) completion of the required facilities currently under construction; and (ii) satisfaction of either the Vertical Expansion Condition or the Horizontal Expansion Condition (whichever is earlier). Waste Management will continue to perform such services through the Disposal Agreement End Date.

2.6.2. *Recycling education contributions.* Waste Management will contribute a total of \$2,300,000 to the independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (“Authority”) over ten (10) years to promote recycling education. Waste Management will contribute \$1,150,000 each upon satisfaction of the Vertical Expansion Condition and upon satisfaction of the Horizontal Expansion Condition, payable as follows for each:

- (i) \$250,000 in Year 1;
- (ii) \$200,000 in Year 2;
- (iii) \$150,000 in Year 3;
- (iv) \$100,000 in Year 4; and
- (v) \$75,000 per year for each of Years 5 through 10.

Each Year 1 payment is due ninety (90) days after satisfaction of the applicable condition, with subsequent payments due annually on the same date.

2.6.3. *Recycling construction and demolition debris.* To the extent accepted for disposal at the Expanded Landfill, Waste Management shall ensure that construction and demolition debris, segregated clean yard waste, and white goods are processed for recycling before disposing of such wastes at the Expanded Landfill to the extent economically and operationally feasible and in compliance with applicable state law. Waste Management shall ensure that any such processing for recycling is performed at either a permitted materials recovery facility or a permitted disposal facility. This commitment will commence upon satisfaction of both the Vertical

Expansion Condition and the Horizontal Expansion Condition and will remain in effect for so long as any part of the Expanded Landfill (at any height) continues to operate.

2.6.4. *Composting.* By December 31, 2027, County (through the County Administrator) or the Authority may notify Waste Management in writing of its intent to:

2.7. Source separate food waste and organic material from other items of Contracted Processable Waste; and

2.8. Transport the source-separated food waste and organic material to the Okeechobee Landfill.

As expeditiously as is practicable but in any event within one hundred eighty (180) days after issuance of such notice, Waste Management will promptly restart operations at the previously utilized composting facility and process the waste at rates matching the current disposal rate at the Okeechobee Landfill for Contracted Processable Waste. Waste Management will perform such services through the Disposal Agreement End Date. Waste Management has no obligation to pay for either (i) or (ii) above. Waste Management's commitments under this Section 2.6.4 are contingent upon satisfaction of both the Vertical Expansion Condition and Horizontal Expansion Condition by December 31, 2027.

2.9. Assignment to Authority or County. Waste Management agrees that County may assign any commitment, obligation, or benefit identified in this Agreement to the Authority and any commitment, obligation, or benefit expressly provided in this Agreement to the Authority will be provided to County in the event the Authority dissolves, winds down, or otherwise ceases to operate or exist.

2.10. Diversion Costs. If the Development Ordinances are approved, but the Vertical Expansion Condition has not been satisfied by July 1, 2025, solid waste delivered by or on behalf of County, whether such waste was delivered from within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services, may, for operational reasons, need to be diverted to the Okeechobee Landfill. If such diversion becomes necessary and the delay in obtaining satisfaction of the Vertical Expansion Condition is not caused by a legal or administrative challenge filed by a Broward County municipality or community, Waste Management will take reasonable steps to delay the diversion and will reimburse or absorb the costs of such diversion, including additional transportation costs incurred by County or by any municipal party to an above-referenced contract, for a period of one hundred twenty (120) days after such diversion commences.

2.11. Contingency Disposal Services.

2.11.1. *Capacity shortfall.* If County's solid waste disposal contractor (or its successor or assignee) ceases performance pursuant to the Disposal Agreement for any of the following reasons, then, upon County's written request as specified below, Waste Management will provide solid waste disposal services to County, subject to the applicable terms and conditions of the Global Amendment and the Capacity

Schedule (“Contingency Disposal Services”): (i) a material breach by County’s solid waste disposal contractor (or its successor or assignee); (ii) the incapacity or inoperability of the Wheelabrator South Broward waste-to-energy facility located at 4400 South State Road 7, Fort Lauderdale, Florida 33314; or (iii) any force majeure event.

2.11.2. *Performance*. Waste Management will begin providing Contingency Disposal Services: (i) as soon as commercially reasonable to establish the required operational capacity after issuance of a written notice for Contingency Disposal Services by the County Administrator, and for the duration specified in such request; and (ii) subject to satisfaction of both the Vertical Expansion Condition and the Horizontal Expansion Condition.

2.11.3. *Effect on binding commitments*. If the necessary conditions of Sections 2.9.1 and 2.9.2 are satisfied, then each of Waste Management’s commitments in this Agreement that would otherwise continue through the Disposal Agreement End Date (but for any early termination thereof as a result of either or both such conditions) will continue through the date that would have been the Disposal Agreement End Date including through any renewals, as contemplated in the Disposal Agreement (but not for any period beyond 2038), that were exercised prior to the date notice in Section 2.9.2 was provided.

2.12. Coconut Creek Settlement Agreement. Waste Management warrants and represents that nothing contained in this Agreement conflicts with any of Waste Management’s applicable contractual obligations to the City of Coconut Creek as set forth in the 2015 settlement agreement between those entities and agrees to fully comply with all such contractual obligations (this provision does not make County a third-party beneficiary of the referenced settlement agreement).

2.13. Cumulative Effect. Waste Management acknowledges that the commitments contained in this Agreement are cumulative, supplemental, and in addition to any commitments made, or contractual obligations entered into, by Waste Management to benefit the public (through County and benefitting municipalities).

2.14. Contractual Remedies; Severability. The obligations contained in this section survive the expiration or earlier termination of this Agreement.

2.14.1. *Voluntary relinquishment*. Waste Management acknowledges County’s reliance on the commitments made voluntarily by Waste Management that have been incorporated into this Agreement and into the Restrictive Covenants. Accordingly, Waste Management agrees that, if the Restrictive Covenants are not recorded, or if this entire Agreement is invalidated by one or more final, legal decisions (i.e., through the final adjudication of all filed appeals), or if there is a suspension of performance pursuant to Section 2.12.3 below, Waste Management will relinquish its rights to, and within sixty (60) days after such legal decision(s), permanently (or, for a suspension period triggered by Section 2.12.3, during such suspension period) cease all use of, any portion of the Expanded Landfill not

lawfully used for solid waste disposal purposes as of January 27, 2025 (whether the expanded portion consists of the Horizontal Expansion Site or consists of disposal above 225 feet in the Existing Landfill). Upon the written request of Waste Management, any application of this “Voluntary Relinquishment” section may be waived by majority vote of the Board. The Parties agree that, if voluntary relinquishment is required pursuant to this section, any claims or defenses in any litigation between the Parties filed after the Effective Date and based upon, relating to, or arising from this Agreement or any of the Development Ordinances will be governed by the zoning, land use, and development status of the Expanded Landfill as it existed on January 27, 2025.

2.14.2. *Severability*. Subject to the sections immediately below, if any part, term, or provision of this Agreement is determined by any court of competent jurisdiction, through the final adjudication of all filed appeal(s), to be unenforceable, illegal, in conflict with any law, or otherwise invalid (collectively, “Invalidation”), that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect. In the event of any such Invalidation, the Parties (or Waste Management’s successors or assigns if any transfer or assignment has occurred) will continue to perform each of their respective remaining commitments and obligations, and such remaining commitments and obligations may be enforced as if the Agreement did not contain the part, term, or provision that was invalidated.

2.14.3. *Exceptions to Severability*. To ensure the protection of the public, to advance the public interest, and to provide the Parties, to the greatest extent possible, with the intended material benefits and protections provided by this Agreement, Section 2.12.2 shall not apply to the potential occurrences addressed in this Section 2.12.3.

If Invalidation occurs relating to a material provision or condition of this Agreement as identified in this section below, the below-identified Party will have the right to suspend the Parties’ performance under this Agreement for a period of up to two (2) years. If the applicable Party successfully cures the issue that resulted in the Invalidation, the suspension period of this Agreement shall end and the Parties’ obligations will recommence as if the Invalidation had not occurred.

2.14.3.1. *County Suspension*. If Invalidation of any of the following material provisions of this Agreement occurs (in whole or in part) or Invalidation of the corresponding provision(s) in the Restrictive Covenants occurs (in whole or in part), County (through the County Administrator) will have the right to suspend in which event the Parties acknowledge the applicability of the above “Voluntary Relinquishment” section (and the impact on any claims or defenses): (i) the Host Charge and Section 2.12.5 below; (ii) “Exclusion of Certain Wastes” section; (iii) the Class III Waste Commitment; or (iv) the Transfer Station Commitment.

2.14.3.2. *Waste Management Suspension*. If Invalidation of both the Horizontal Expansion Condition and the Vertical Expansion Condition occurs, Waste

Management will have the right to suspend the Agreement in which event the Parties acknowledge the applicability of the above “Voluntary Relinquishment” section (and the impact on any claims and defenses).

2.14.3.3. *Continuing Obligations Notwithstanding Any Suspension; Invalidation of One Expansion Condition.* Notwithstanding a Party’s exercise of a suspension right under Sections 2.12.3.1 or 2.12.3.2 above, Waste Management will continue to perform the following commitments (except to the extent such commitment was invalidated) for thirty (30) months after notice of suspension was provided: (i) the Increased Disposal Capacity Commitment; (ii) the Class III Waste Commitment; and (iii) the Transfer Station Commitment, subject to County’s continuing fulfillment of County’s Alternate Facility Commitment as stated in Section 3.3. At the end of the applicable thirty (30) month period, County’s commitment in Section 3.3 will be suspended. If Invalidation of only one of either the Horizontal Expansion Condition or the Vertical Expansion Condition occurs, Waste Management shall not have the right to suspend performance and the Agreement will remain in effect regarding the remaining condition and as though the invalidated condition had not been initially satisfied (with the Parties’ respective rights and obligations adjusted accordingly).

2.14.3.4. *Termination after suspension period.* Upon the conclusion of the thirty (30) month period referenced above, either Party may thereafter terminate the Agreement with at least thirty (30) days advance written notice to the other, with the Parties having no further obligations hereunder except for such provisions that otherwise survive termination. Upon termination, the Parties acknowledge the voluntary relinquishment of their rights and statuses in accordance with Section 2.12.1 and its impact on any claims and defenses as stated in that section will apply.

2.14.4. *Reinstatement.*

2.14.4.1. If Invalidation of either or both of the Horizontal Expansion Condition and/or the Vertical Expansion Condition occur(s) but one or both of those conditions is subsequently satisfied (e.g., Invalidation occurs due to a technical defect that is subsequently cured, etc.), any suspension of the applicable right or obligation shall automatically end and the Agreement in full will recommence as if the condition was satisfied on the date the Invalidation was cured.

2.14.4.2. For any other suspension in this Section 2.12, the relevant Party’s performance shall promptly recommence after the issue giving rise to the suspension ends or is cured, but in no event more than ten (10) days after a Party gives notice to the other that the basis for the suspension has ended or has been cured.

2.14.5. *Invalidation of Payment or Credit Obligation.* If Invalidation of any Waste Management obligation to pay County (or obligation to provide County a credit) under this Agreement occurs, Waste Management (or its successors or assigns if

any transfer or assignment has occurred), will provide County a payment or credit (at the County Administrator's election) equal to ten (10) times the value to County of the invalidated payment obligation for the previous year ("Stipulated Amount"). If Invalidation occurs before Waste Management has made at least one full year of payments (or provided any applicable credit for a full year), then the Stipulated Amount will be equal to ten (10) times the estimated value to County for the first full year of the payment obligation. If County elects to receive a payment, such payment will be made to County within sixty (60) days of election. If County elects to receive a credit, County may use such credit, at the County Administrator's discretion, to satisfy in full or in part any obligation County has or may incur to Waste Management (or its applicable successors or assigns). The purpose of the Stipulated Amount is to allow County to obtain, to the greatest extent practicable as determined by the Parties, the full benefit of Waste Management's commitments and obligations, which are designed to address potential negative externalities and impacts, whether known or currently unknown, from the proposed vertical and/or horizontal expansion over the entire remaining operating life of the Expanded Landfill. Waste Management shall not be required to pay the Stipulated Amount unless the underlying payment would have been required but for the Invalidation (i.e., the payment of the Stipulated Amount will be due only after any conditions precedent to such payment have been satisfied, whether they are satisfied before or after such judicial determination).

2.14.6. *Pro Rata Refund of Stipulated Amount.* If Waste Management pays the Stipulated Amount due to Invalidation of the Host Charge, and later there is an Invalidation of either or both the Horizontal Expansion Condition and the Vertical Expansion Condition such that Waste Management is prevented from using (or continuing to use) the airspace created by the Vertical Expansion Condition and/or the Horizontal Expansion Site for waste disposal, County will refund a *pro rata* portion of the Stipulated Amount. For example, if the Stipulated Amount was based on Invalidation of the entire Host Charge and Invalidation of the Horizontal Expansion Condition subsequently occurs, the refund will be based on the portion of the Stipulated Amount allocable to the Horizontal Expansion Condition.

Waste Management must give prompt written notice to County regarding the Invalidation of the applicable expansion condition(s) and include in such notice the amount of estimated capacity (in tonnage) that it will no longer be able to use for revenue-generating waste disposal in the expansion area(s) as a result of the Invalidation. County's *pro rata* refund will be equal to the entire Stipulated Amount multiplied by the percentage of revenue-generating waste (in tonnage) that Waste Management lost due to Invalidation of the applicable expansion condition(s).

Waste Management's notice under this section must include a report from an engineer or appraiser (as is the industry practice at the applicable time) validating both: (a) the existing revenue-generating tonnage capacity remaining in the Expanded Landfill on the date of Invalidation of the applicable expansion condition(s); and (b) the lost revenue-generating tonnage capacity resulting from the Invalidation. If County disputes Waste

Management's calculations, it may obtain its own engineering report as to these issues. If the tonnages identified in County's report differ by five percent (5%) or less from the tonnages identified in Waste Management's report, with such percentage determined by the higher of the applicable numbers, the Parties agree that the lost capacity shall be deemed to be the average as shown in the two reports. If the tonnages differ by more than five percent (5%), as determined by the higher of the applicable numbers, County and Waste Management will jointly pay to retain a third engineering/appraisal firm (selected jointly by Waste Management's and County's engineers/appraisers) to issue an independent report addressing the applicable tonnage(s) in dispute and the Parties agree that the findings in the third report (if any) will be final and binding in terms of the required refund.

County will refund the applicable portion of the Stipulated Amount to Waste Management within ninety (90) days after the later of: (i) Waste Management permanently ceasing to accept revenue-generating waste into the portion(s) of the Expanded Landfill impacted by the Invalidation; (ii) the final adjudication of all appeals relating to the Invalidation giving rise to the refund obligation; or (iii) the date upon which the amount of the required refund is established as provided above. If, after County made a refund to Waste Management pursuant to this section, Waste Management is able to resume accepting revenue-generating waste into any portion of the Expanded Landfill that was prohibited due to the Invalidation, Waste Management will, within sixty (60) days thereafter, return the refunded portion of the Stipulated Amount to County.

2.15. Successors in Interest. Waste Management agrees that the commitments and obligations contained in this Agreement, including but not limited to those contained in this Article 2, are binding on Waste Management, its successors, and its assigns. Subject to the "Assignment and Binding Effect" section of this Agreement, Waste Management agrees that, if it chooses to assign this Agreement to any successor(s) in interest, such assignment will include a provision pursuant to which such assignee(s) or successor(s) assumes all of Waste Management's obligations and commitments hereunder. Notwithstanding any assignment, Waste Management must fulfill the obligations and commitments of Waste Management under this Agreement if any assignee or successor fails to do so.

ARTICLE 3. COUNTY OBLIGATIONS

3.1. Use of Proceeds and Benefits. County will, as determined in County's sole and absolute discretion, use the proceeds or benefits provided by Waste Management under this Agreement and/or under the Restrictive Covenants, including Host Charge funds received, to address the potential negative externalities and impacts of the proposed additional development and expanded use of the Existing Landfill and to benefit County's residents and businesses in connection with solid waste disposal, which uses may include, without limitation, any of the following:

- (i) Offset the costs of recycling and solid waste management;
- (ii) Enhance litter control programs;

- (iii) Expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control;
- (iv) If necessary, acquire property and interests in property adjacent to or in reasonable proximity to the Existing Landfill and Expanded Landfill upon a determination by County that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the Expanded Landfill;
- (v) Administer and implement regional solid waste planning; and
- (vi) Allocate funds received in any fiscal year to a reserve fund designated for use for the above purposes in future fiscal years.

3.2. Additional Uses. County may also, as determined in County's sole and absolute discretion, use some or all the proceeds or benefits provided by Waste Management under this Agreement to:

- (i) Monitor or address potential environmental impacts of the Existing Landfill and Expanded Landfill;
- (ii) Offset impacts to the County-owned landfill and other elements of the current system for recycling and disposal of solid waste within Broward County;
- (iii) Repair damage to roads and highways affected by the presence and use of the Existing Landfill and Expanded Landfill;
- (iv) Offset costs related to remediation and monitoring of closed or abandoned facilities located within the Existing Landfill and Expanded Landfill now or in the future; and
- (v) Offset potential costs of infrastructure improvements necessitated by the presence and use of the Existing Landfill and Expanded Landfill.

3.3. Commitment of Excess Waste.

3.3.1. *Disposal of excess waste.* Up to the amount specified in the Increased Disposal Capacity Commitment in Section 2.5.1, County agrees that any Contracted Processable Waste that is not directed to a facility described in Section 3.3.2 will be directed for disposal at: the Expanded Landfill; the Okeechobee Landfill; or, if the foregoing are both operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management ("County's Alternate Facility Commitment"). County's Alternate Facility Commitment is subject to, and as permitted by, County's contractual obligations in the Disposal Agreement (and further subject to the rights and obligations of the municipalities contracting with County for solid waste disposal services).

3.3.2. *Exemptions.* County's Alternate Facility Commitment will not apply to any Contracted Processable Waste that is: (i) recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility; (ii) processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or (iii) processed

at any other waste-to-energy facility within Broward County or a neighboring county.

- 3.3.3. *Conditions required for continuing effect.* County's Alternate Facility Commitment will remain in effect only if all the following conditions continue to be met: (i) the Disposal Agreement has not expired or terminated; (ii) Waste Management's commitments, as described in this Agreement and the Restrictive Covenants, remain in full force and effect; (iii) Waste Management is in full compliance with each material commitment; and (iv) Waste Management continues to dispose of Contracted Processable Waste subject to the terms and conditions of the Global Amendment and the Capacity Schedule, as applicable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through the last day on which any performance hereunder by either Party is still required ("Term"), unless otherwise terminated as provided in this Agreement.

4.2. Time of Performance. The terms "annually" or "on an annual basis" mean each anniversary of the Effective Date and the term "year" (or any variation of the term "year") will be calculated based on the Effective Date, unless: (i) the context requires otherwise, in which case the specific provision will govern; or (ii) the provision includes a commitment that Waste Management must fulfill through the Disposal Agreement End Date, in which case Waste Management's performance will coincide with the anniversary of the Disposal Agreement's renewal(s).

4.3. Time of the Essence. Time is of the essence for each Party's performance of their respective duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Waste Management represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Waste Management, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Waste Management has with any third party or violates any applicable federal, state, and local law, ordinance, or regulation. Waste Management further represents and warrants that execution of this Agreement is within Waste Management's legal powers, and everyone executing this Agreement on behalf of Waste Management is duly authorized by all necessary and appropriate action to do so on behalf of Waste Management and does so with full legal authority.

5.2. Claims Against Waste Management. Waste Management represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Waste Management, threatened against or affecting Waste Management, the outcome of which may (a) affect the validity or enforceability of any provision contained in this Agreement, or (b) materially and adversely affect the authority or ability of Waste Management to perform its obligations under this Agreement.

ARTICLE 6. INDEMNIFICATION AND ENFORCEMENT

6.1. Indemnification Obligations. Waste Management will fully indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement (collectively, a "Claim") to the extent caused by (a) a material breach of this Agreement by Waste Management or (b) any intentionally wrongful, reckless, or negligent act or omission of Waste Management, its officers, employees, or agents, arising from or relating to this Agreement. Notwithstanding the foregoing, Waste Management has no obligation to indemnify, hold harmless, or defend an Indemnified Party for any Claim to the extent such Claim arises from an Indemnified Party's own (a) material breach of this Agreement or (b) intentionally wrongful, reckless, or negligent act or omission. If a Claim is brought against an Indemnified Party, Waste Management will, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

6.2. Defense of Voluntarily Undertaken Commitments. Recognizing that the validity and enforceability of the commitments made voluntarily by Waste Management benefit both Waste Management and the public (through County and benefitting municipalities), Waste Management agrees to: (i) refrain from challenging the validity and/or enforceability of any commitment stated in this Agreement, the Restrictive Covenants, or the Commitment Letter; (ii) defend the validity and/or enforceability of each and every such commitment against any legal challenge raised or asserted by any person or entity not a party to this Agreement, regardless of whether an Indemnified Party is named as a defendant; and (iii) seek to intervene into any legal action filed against County alleging such invalidity or unenforceability for purposes of assisting County in defending the validity and enforceability of the challenged commitment(s).

6.3. Equitable Remedies. Waste Management agrees that each of its commitments stated in this Agreement, the Restrictive Covenants, or the Commitment Letter is enforceable through specific performance or injunction, as applicable.

6.4. Duration. The obligations of this article will survive the expiration or earlier termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1. Retention of Records and Trade Secrets. Waste Management and all of Waste Management's Subcontractors (if applicable pursuant to Section 2.2.5.1) who possess any of the below-described documents, records, or written information related to calculation of the Host Charge will preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all books, records, accounts, supporting documents, statistical records, and any other documents pertinent to the Host Charge described in Section 2.2 of this Agreement ("Records") for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Subject to the requirements of Florida public records laws, Waste Management may redact portions of the Records prior to submitting

them to County solely to protect the confidentiality of: (i) non-public pricing specific to individual Waste Management customers; (ii) the non-public identities of such customers; or (iii) other non-public details unrelated to the Host Charge that have independent economic value to Waste Management. If County reasonably determines that the redacted portions are necessary for auditing the Host Charge, Waste Management will promptly provide an unredacted version of such Records upon request. This Section 7.1 will survive any dispute or litigation between the Parties, and Waste Management expressly acknowledges and agrees to be bound by this Section 7.1 throughout the course of any dispute or litigation with County. Waste Management will make all Records available electronically in common file formats or via remote access if, and to the extent, requested by County.

Waste Management must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any Records (a) that Waste Management contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Waste Management asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Waste Management must, simultaneous with the submission or provision of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Waste Management must promptly identify the specific applicable statutory section that protects specific, individual Records. If a third party submits a request to County for Records designated by Waste Management as Restricted Material, County will refrain from disclosing such Records unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Waste Management, or the claimed exemption is waived. Any failure by Waste Management to strictly comply with the requirements of this section will constitute Waste Management’s waiver of County’s obligation to treat the Records as Restricted Material. Waste Management must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

Waste Management will ensure that the requirements of this section and Section 2.2.5.1, above, are included in any and all agreements with Subcontractors, if applicable as per Section 2.2.5.1.

The obligations of this Section 7.1 begin upon the Effective Date and will remain in effect for five (5) years after the entire remaining operating life of the Existing Landfill and Expanded Landfill.

7.2. Relationship of Parties. Nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Waste Management nor County nor any of their respective agents will act as officers, employees, or agents of the other Party. Neither Party will have the right to bind the other Party to any obligation not expressly undertaken by such Party under this Agreement.

7.3. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law will have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a Party to this Agreement. For purposes of clarity, County does not waive any aspect of its regulatory authority over the Existing Landfill or the Expanded Landfill. By entering into this Agreement, County neither guarantees nor agrees to approve, enact, or adopt any permit, application, or other legal requirement for the Vertical Expansion Condition or the Horizontal Expansion Condition, including but not limited to zoning, site plan review, building code, or environmental approval(s) in accordance with the then applicable rules and regulations for those approvals. Furthermore, nothing in this Agreement excuses Waste Management from complying with any and all legal requirements related to the Vertical Expansion Condition or the Horizontal Expansion Condition. No action taken by County pursuant to its police powers, such as an environmental regulation, consumer protection, or code compliance, including related enforcement action, shall be deemed a breach of contract.

7.4. Force Majeure. If a "force majeure" event (as defined in this Section 7.4) occurs, a Party's obligation to perform the material obligation(s) under this Agreement rendered impossible by the "force majeure" event shall be temporarily excused for the time the event prevents performance of the obligation(s). The Party unable to perform during a force majeure event shall use its best efforts to resume performance as soon as reasonably possible given the nature of the event (performance shall be restarted, to the extent it is safe and possible to do so, during the event). Notwithstanding the foregoing, Waste Management agrees that its performance is only excused under this Section 7.4 for the shortest period practicable, and that such excusal is conditioned upon Waste Management's compliance with industry best practices in similar circumstances with similar obstacles. Performance of the excused obligations shall resume no later than the end of the "force majeure" event that prevented such performance. If a "force majeure" event relating to one of Waste Management's obligations identified in Section 2.12.3.1(ii), (iii), or (iv) continues for more than thirty (30) days, County (through the County Administrator), may, after seven (7) days' notice to Waste Management, thereafter suspend this Agreement in the same manner as if an Invalidation of such obligation had occurred (as described in Section 2.12.3.1(i)). If a "force majeure" event makes it impossible for Waste Management to fulfill the Transfer Station Commitment in full (e.g., a transfer station is destroyed by hurricane, etc.), Waste Management will use best efforts to divert Contracted Processable Waste to prevent interruptions of service, including, without limitation, by accepting Contracted Processable Waste at other transfer stations or solid waste management facilities without charging additional costs. For purposes of this Agreement, a "force majeure" event means a temporary event or condition outside of the reasonable control that renders that Party's performance of a material obligation under this Agreement impossible. A "force majeure" event may include, but is not limited to: an act of God, epidemic or pandemic, hurricane or tropical storm, earthquake, fire, explosion, flood or similar occurrence, act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the Party seeking to have its performance excused under this section), civil disturbance, or as a result of physical damage to a Party's facilities caused by any of the foregoing events that results in impossibility of performance of a material obligation under this Agreement. The Parties agree that this Section 7.4 applies only to their respective rights and obligations under this Agreement

and does not apply to, or otherwise affect, their respective rights or obligations under any other contract.

7.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor will anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

7.6. Third-Party Beneficiaries. Neither Waste Management nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.

7.7. Enforcement of Recycling Education Contributions. Waste Management's financial contributions to the Authority directly and materially benefit the County, which has regional statutory responsibilities regarding solid waste disposal, and are a material inducement for County to enter into this Agreement and constitute a material obligation to County hereunder. As the Parties have agreed pursuant to Section 7.6 that there are no intended third-party beneficiaries to this Agreement, if Waste Management fails to make financial contributions to the Authority in full compliance with Section 2.6.2, County shall have standing to initiate legal proceedings against Waste Management for damages recoverable at law or to seek appropriate equitable relief. Waste Management expressly agrees that it will not challenge, contest, or otherwise dispute County's standing in any such action. If County is denied standing in such legal action for any reason, Waste Management agrees that Section 2.6.2 shall automatically be modified to make Waste Management's financial contribution a direct obligation to County and Waste Management shall make all payments provided in that section to County. Regardless of whether such financial contributions are obtained by County through legal proceedings or via modification to this Agreement as provided in this section, it is the County's stated intent to remit such amounts to the Authority for the purposes described in Section 2.6.2.

7.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County

Attn: Kevin Kelleher, Assistant County Administrator

Notosha Austin, Director, Solid Waste and Recycling Services

115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301

Email address: kkelleher@broward.org; naustin@broward.org

With copy to:

County Attorney's Office

Attn: Andrew Meyers, County Attorney

Nathaniel Klitsberg, Deputy County Attorney
Matthew Haber, Senior Assistant County Attorney
115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org; nklitsberg@broward.org; mhaber@broward.org

FOR WASTE MANAGEMENT:

Waste Management Inc. of Florida
Attn: David Myhan, President
1800 N. Military Trail, Suite 201, Boca Raton, Florida 33431
Email address: dmyhan@wm.com

With copy to:
Lisa Silva, Senior Legal Counsel
Email address: lsilva3@wm.com

7.9. Assignment and Binding Effect.

7.9.1. *Assignment limitations.* Waste Management will not assign or transfer this Agreement, or any right or interest in it, without the prior written consent of County, which consent shall not be unreasonably withheld. Any assignment or transfer in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

7.9.2. *Conditions on assignment.* In the event County consents to an assignment, Waste Management agrees to: (i) assign this Agreement to any successor(s) in interest; (ii) ensure that such assignment includes a provision whereby the assignee expressly assumes all of Waste Management's obligations and commitments under this Agreement; and (iii) pay any fees reasonably incurred by County in conducting the due diligence required by County as a condition of approval for such assignment.

7.10. Compliance with Laws. Waste Management must comply with all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

7.11. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

7.12. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement will include any other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article, including all subsections thereof,

unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County will require approval in writing, unless otherwise expressly stated.

7.13. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section of this Agreement will prevail and be given effect.

7.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Waste Management.

7.16. Incorporation by Reference; Anti-Merger; Conflicts. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement. In addition, the Parties hereby acknowledge and agree that neither the delivery of any document, including, without limitation, the Commitment Letter, nor the recording of the Restrictive Covenants described in this Agreement, will eliminate or otherwise modify any obligation contained in this Agreement, Restrictive Covenants, or the Commitment Letter, all of which obligations will remain in full force and effect. Any conflict between any provision of this Agreement, the Commitment Letter, and the Restrictive Covenants will be governed in accordance with the following: (i) the language of the Agreement will control regarding any conflict between that language and language in the Commitment Letter or Restrictive Covenants; and (ii) the language of the Restrictive Covenants will control regarding any conflict between that language and language in the Commitment Letter.

7.17. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Waste Management, Waste Management hereby attests under penalty of perjury that Waste Management does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Waste Management declares that they have read the foregoing statement and that the facts stated in it are true.

7.18. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be

deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Waste Management, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Matthew Haber (Date)
Senior Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Deputy County Attorney

MH/tb
WM Monarch Landfill Impacts.doc
1/16/2025
#CAO!1137716

AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT INC.
OF FLORIDA TO ADDRESS IMPACTS OF FURTHER DEVELOPMENT OF THE
MONARCH HILL LANDFILL

WASTE MANAGEMENT

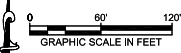
WASTE MANAGEMENT INC. OF FLORIDA

By: David M. Myhan
Authorized Signer

David M. Myhan - President
Print Name and Title

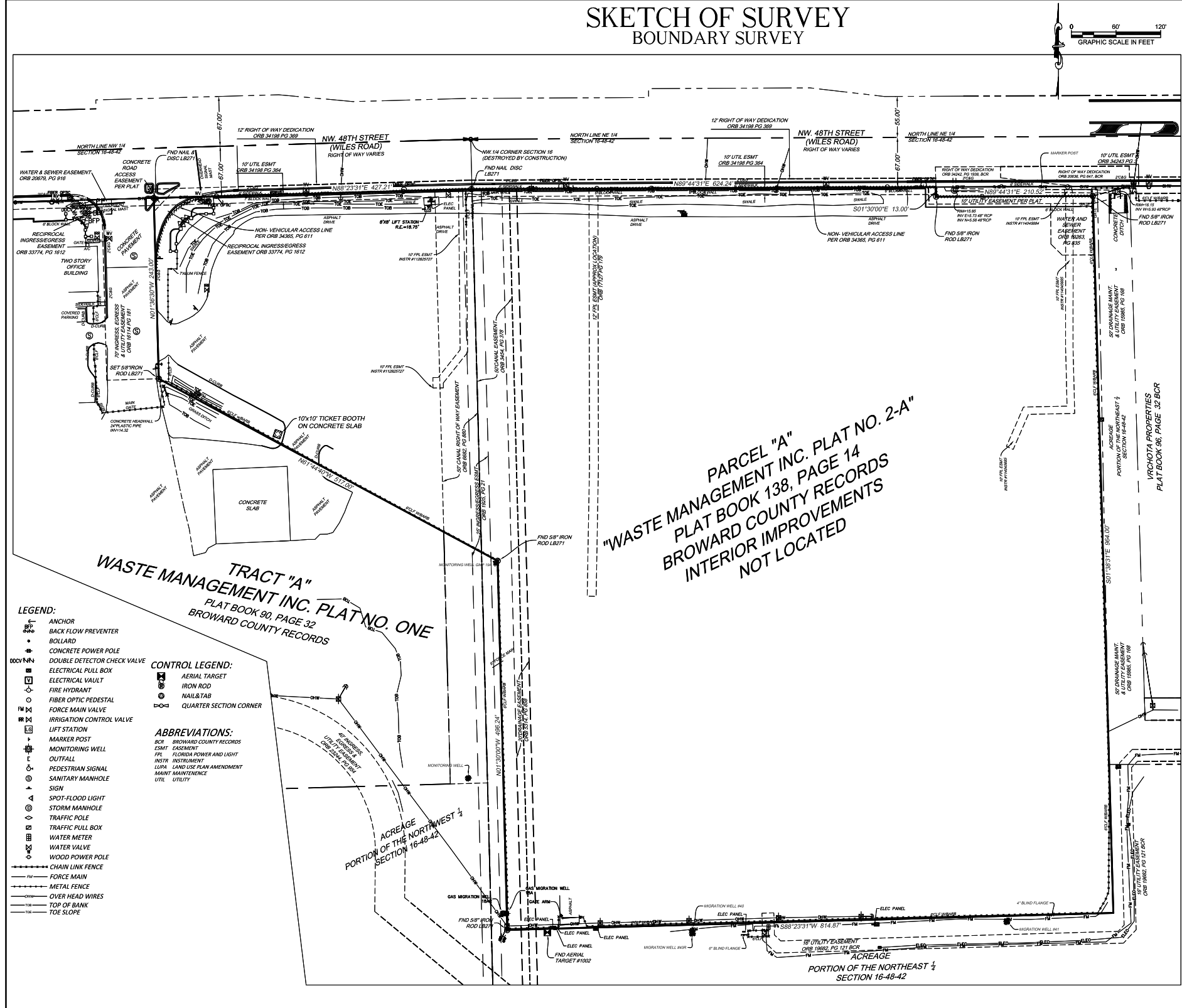
18th day of FEBRUARY, 20 25

SKETCH OF SURVEY BOUNDARY SURVEY



NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC., make no representation or guarantee as to the thoroughness reflected herein pertaining to easements, right-of-way, set back lines, reservations, agreements, and other similar matters, and this instrument is not intended to reflect or set forth at such matters, such information should be obtained and further, confirmed by others through appropriate title verification.
NOTE: Lands shown hereon were not abstracted for right-of-way under easements of record.

DATE:	SCALE:	DRAWN BY:	CHECKED BY:	FIELDBOOK:	PAGE(S):
06/06/18	1"=60'	DMD	CRAVEN	2014	40-50
DESCRIPTION:					
CRAVEN THOMPSON & ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 TEL: (954) 739-6409 FAX: (954) 739-6409 FLORIDA LICENSED LAND SURVEYORS, LICENSE NO. 12001-271 FLORIDA LICENSED LAND SURVEYORS, LICENSE NO. 12001-271					
WHEELABRATOR OF NORTH BROWARD BOUNDARY SURVEY FOR LUPA PREPARED FOR: WASTE MANAGEMENT INC. OF FLORIDA SKETCH OF SURVEY					
SEAL PROJECT NO. 77-1061-001-28					
S-1 SHEET 1 OF 1					



DESCRIPTION:

PARCEL "A" OF "WASTE MANAGEMENT, INC. PLAT NO. 2-A," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138 AT PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM, THOSE LANDS AS DEEDED TO BROWARD COUNTY, IN FEE SIMPLE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 34198, PAGE 369 OF SAID PUBLIC RECORDS.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 965.881 SQUARE FEET OR 22.197 ACRES MORE OR LESS.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION AND BOUNDARY OF THE PROPERTY SHOWN HEREON WAS PROVIDED BY CLIENT.
2. UNLESS OTHERWISE NOTED HEREON, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT AS STATED UNDER LUPA 5-17.032 F.A.C.
3. THIS SURVEY MEETS AND EXCEEDS THE LINEAR CLOSURE OF 1 IN 10,000 FEET FOR COMMERCIAL/HIGH RISK SURVEYS AS DEFINED IN THE FLORIDA STANDARDS OF PRACTICE FOR SURVEYING (FS-17.032 AND 5-17.032, F.A.C.) THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N64°45'12"E ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
5. THE DIGITAL DATA PROVIDED IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.
6. THE INTENT OF THIS SURVEY IS TO DEPICT THE BOUNDARY OF THE PROPERTY AS DESCRIBED, ONLY LOCATIONS OF IMPROVEMENTS THAT AFFECT OR DEFINE THE PROPERTY HAVE BEEN LOCATED. NO INTERIOR LOCATIONS HAVE BEEN PERFORMED AT THE REQUEST OF THE CLIENT.
7. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF WASTE MANAGEMENT, INC. OF FLORIDA FOR THE EXPRESS PURPOSES STATED HEREON AND/OR CONTAINED IN THE CONTRACT WITH THE AFOREMENTIONED CLIENT. FOR THIS PROJECT, REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
8. NO EVIDENCE OF OVERLAPPING DESCRIPTIONS OR HATUS, EXCESS OF CONFLICTING BOUNDARY LINES OR MONUMENTS, OR EVIDENCE OF CONFLICTING BOUNDARY RIGHTS, UNLESS OTHERWISE SHOWN HEREON.
9. ADDITIONS AND DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE UNDERSIGNED.
10. EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD EITHER PLATTED OR RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY ARE SHOWN HEREON AS PROVIDED BY CLIENT. TITLE REVIEW HAS NOT BEEN PERFORMED FOR THIS SURVEY.
11. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NGVD 89) AND IS REFERENCED TO THE FOLLOWING LISTED BROWARD COUNTY BENCHMARK AS ESTABLISHED BY BROWARD COUNTY ENGINEERING DEPARTMENT SURVEY DIVISION:
BENCH MARK NO. 2601 - POMPANO BEACH - CANAL CROSSING SAMPLE ROAD 0.25 MILES WEST OF POWERLINE ROAD (CONTROL STRUCTURE NO. 6), "SQUARE" CUT ON NORTHWEST CORNER OF CONTROL STRUCTURE, "SQUARE" CUT ON HEADWALL ON SOUTH SIDE OF ROAD, EL. 14.85'.
DESCRIPTIONS OF LISTED BENCHMARKS ARE PUBLISHED ON THE BROWARD COUNTY WEB SITE <http://data.broward.org/broward-engineering-survey-survey-map.asp> AND <http://www.broward.org>. ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED ON THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATE VERTICAL ACCURACY OF 0.1'.
12. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGED FOR CLARITY.
13. CRAVEN THOMPSON & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. #271.
14. UNLESS THIS SURVEY BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR A UNIQUE ELECTRONIC SIGNATURE, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SURVEY BY OTHERS THAN THE SURVEYOR NOTED HEREON WILL MAKE THIS SURVEY INVALID.

LAST DATE OF FIELD WORK: JUNE 20, 2018

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 18271

DOUGLAS M. DAVE
PROFESSIONAL SURVEYOR & MAPPER NO. 4343
STATE OF FLORIDA

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 54-17.001 & 54-17.002 FLORIDA ADMINISTRATIVE CODE.

LAW OFFICES
**DOUMAR, ALLSWORTH, LAYSTROM,
VOIGT, ADAIR & DISHOWITZ, LLP**

JOHN H. ADAIR, III, P.A.
EMERSON ALLSWORTH, P.A.
E. SCOTT ALLSWORTH, P.A.
MARK E. ALLSWORTH, P.A.
BENJAMIN R. DISHOWITZ, P.A.
C. WILLIAM LAYSTROM, JR., P.A.

1177 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316-1109
DIRECT (954) 762-3400
TELEFAX (954) 525-3423
WEBSITE: SFLALAW.COM

WILLIAM J. LAYSTROM, P.A.
JOHN D. VOIGT, P.A.
OF COUNSEL
SCHERIL MURRAY POWELL, P.A.
JODIE M. SIEGEL, P.A.

January 14, 2025

Honorable Beam Furr and Broward County Commissioners
BROWARD COUNTY
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301

Re: Monarch Hill Land Use Plan Amendments and Proposed Zoning Code Modification to Permit Additional Landfill Height – Waste Management’s Voluntarily-Undertaken Commitments in the Event of County Commission Approval on January 28, 2025

Dear Mayor and County Commissioners,

We appreciate the opportunity to discuss the upcoming Monarch Hill Land Use Plan Amendments and related solid waste system issues through the public hearing process. In order to consider a more global solution to the disposal of construction and demolition debris and Class III waste (*i.e.*, bulky waste, yard waste, *etc.*), Waste Management Inc. of Florida (“Waste Management”) has asked me to communicate to you, on behalf of itself, its successors and assigns, that Waste Management will, as further specified and conditioned below, undertake the following voluntary commitments to address concerns voiced by the County regarding the potential impacts of the proposed vertical and horizontal landfill expansions:

That if the County approves the pending Land Use Plan Amendment for a 24.2-acre +/- parcel located at 2600 Wiles Road, Pompano Beach, Florida 33073 (the “Property”), and provides any other County-required approvals, and Waste Management is able to obtain all necessary licenses and permits (including, if and as required, a solid waste permit) so that the Property may be used as a landfill (“Horizontal Expansion Condition”); and/or (as further specified below)

That if the County takes all required County actions to allow a maximum height for landfills (in the zoning category addressed by the applicable ordinance) to be 325 feet, and Waste Management is able to obtain all necessary licenses and permits to use the Monarch Hill landfill (including the Property, if the Horizontal Expansion Condition is met) at a height of 325 feet (“Vertical Expansion Condition”);

Then Waste Management will undertake the following voluntary actions (unless this letter commits to taking action if only one but not the other condition is met, or commits to taking some action based on some other circumstance specified in this letter, Waste Management’s commitment

requires the meeting of both conditions; and all voluntary commitments of Waste Management stated in this letter shall also be commitments of Waste Management's successors and assigns, if any):

1. **Upon the occurrence of both the Horizontal Expansion Condition and Vertical Expansion**

Condition, Waste Management will agree to the following:

- a. To no longer accept municipal solid waste [Household Waste and Commercial solid waste (as defined in 62-701.200 (49) and 62-701.200(22), F.A.C., respectively, hereinafter "Municipal Solid Waste")] for disposal in any portion of the Monarch Hill facility (including the Property) after the expiration of the present term of the Pompano Beach disposal contract on 9/30/2027 (this commitment shall remain in effect for the entire remaining useful life of the entire Monarch Hill landfill). Consistent with the 2015 agreement between Coconut Creek and Waste Management (the "2015 Coconut Creek Agreement"), Municipal Solid Waste will only be accepted during a declared State of Emergency. Additionally, it may be accepted if the Broward County Commission (or County Administrator in connection with an exigency) makes an express finding that it is in the best interest of the public for the temporary disposal of Municipal Solid Waste (and only for the duration that the finding remains in effect and only to the extent not inconsistent with any applicable contractual obligations to Coconut Creek under the 2015 Coconut Creek Agreement). Notwithstanding the above, if only the Horizontal Expansion Condition is met, Waste Management will not accept Municipal Solid Waste for disposal on the Property (but may still deposit Municipal Solid Waste into the Existing Landfill at or below 225 feet, subject to any restrictions under the 2015 Coconut Creek Agreement); and if only the Vertical Expansion Condition is met, Waste Management will not accept Municipal Solid Waste for disposal above 225 feet in height in any part of the Monarch Hill landfill (the above-referenced "emergency" and "exigency" exceptions are applicable to these commitments as well).
- b. To pay or assume responsibility for the cost to transport 35,000 tons per year of the County's Contracted Processable Waste as defined under the 2015 Global Amendment among, *inter alia*, Broward County, Waste Management and Wheelabrator Environmental Systems Inc. ("Wheelabrator") (hereinafter "Global Amendment") to alternate waste disposal site(s) (in lieu of Monarch Hill) of Waste Management's choosing from the date Municipal Solid Waste is diverted away from the Monarch Hill facility (per Section 1.a.) through the final renewal term of Broward County's waste disposal agreement with Wheelabrator (the "Wheelabrator Contract") including any future renewals thereof which may continue through part of 2038 ("Wheelabrator Contract Expiration Date"); Waste Management's voluntary commitments that reference or relate to the Wheelabrator Contract shall remain applicable even if Wheelabrator assigns any or all of its interest under such contract. If in any year the County delivers less than 35,000 tons of Contracted Processable Waste, Waste Management agrees to pay or assume

responsibility for the cost in the following year for transportation of the additional amount equal to the prior year's shortfall.

- c. To pay a per ton "Host Charge" to Broward County for every ton of revenue-generating waste (regardless of the amount of revenue received by Waste Management) accepted for disposal at the Monarch Hill landfill facility as follows: For Construction and Demolition debris, industrial solid waste, ash residue, bottom ash, fly ash, Class III waste (*e.g.*, bulky waste, yard waste, *etc.*), and any type(s) of waste not subject to the \$6.00 per ton change addressed below, Waste Management will pay the County \$3.50 per ton of waste originating from within Broward County that is accepted for disposal at the Monarch Hill facility (any part of the landfill at any height including the Property). For Municipal Solid Waste from Broward County and for waste of any nature generated, originated, or shipped from outside of Broward County, Waste Management will pay the County \$6.00 per ton of waste accepted for disposal in any part of the Monarch Hill facility including the Property (at any height). The only waste that is excluded from Waste Management's obligation to pay the Host Charge will be: waste accepted into the Monarch Hill landfill facility from which Waste Management does not generate any revenue; and sludge, grit, and screenings from a wastewater treatment plant that are delivered by Broward County or delivered on County's behalf.
 - (i) Waste Management will initiate these Host Charge payments at 50% value after the issuance of a solid waste permit (or other applicable permit or approval that would permit the additional disposal in the applicable expansion area) for either the Horizontal Expansion or the Vertical Expansion and will add the second 50% (of the aforementioned Host Charge) after the issuance of a solid waste permit (or other applicable permit or approval that would permit the additional disposal in the applicable expansion area) for the additional area (*i.e.*, 100% would be required after both the Horizontal Expansion Condition and Vertical Expansion Condition are met). Waste Management will work expeditiously to seek all approvals to permit both areas created by the Horizontal Expansion and Vertical Expansion to be used for waste disposal without delay so as to reach both 50% and 100% of the Host Charge payment value as quickly as possible.
 - (ii) The Host Charge remains in effect for the full duration of the landfill operating life for waste accepted for disposal at the Monarch Hill facility, and once Waste Management is obligated to pay any part of the Host Charge Waste Management will adjust the Host Charge annually on January 1 based upon the change in the Consumer Price Index as further specified in the Future Contract defined below (however, the first annual January adjustment shall be on a pro rata basis if Host Charge payments have been made for less than a year).
 - (iii) At the County's option (to be exercised in writing by the County Administrator), the County may choose to receive the Host Charge,

instead of as a payment, in the form of a credit against costs for services purchased from Waste Management.

- (iv) No portion of the Host Charge will be included on any bill as a line item (itemized) charge sent to Waste Management's customers, nor will any portion of the Host Charge be included in any express charge addressing governmental fees, taxes, or other costs.
 - (v) The County shall have the right to audit matters relating to the Host Charge, including to verify the tonnages subject to the Host Charge and the tonnages exempted from the Host Charge at the Monarch Hill facility. Waste Management will be required to provide County's auditor(s) with access to records and data containing sufficient detail to establish Waste Management's full payment of the Host Charge, including records and data necessary to verify the types and amounts of tonnage of all waste accepted, tonnages and types of revenue-generating waste accepted, related scale and payment records, as well as surveys of the Monarch Hill facility and related GPS records. The audit report shall generally be limited to reporting to County the verified categories of, tonnage amounts of, and county of origin of the waste needed to calculate the Host Charge payments. County's auditor(s) shall also be allowed to conduct spot inspections of the Monarch Hill facility, without prior notice, no more often than once per month.
 - (vi) Waste Management understands that the County intends to use the Host Charge payments, as determined by the County, to address potential negative externalities and impacts of the landfill expansion, including any prudent monitoring or maintenance of reserves in connection therewith, or will otherwise be used by the County for other solid waste management, disposal, recycling, or education uses.
- d. To, for the full remaining useful life of the Monarch Hill landfill, limit the percentage of waste accepted for disposal at the Monarch Hill facility (inclusive of the Property) from outside of Broward County to no more than 20% of the total incoming volume on an annual basis (which is the approximate percentage currently accepted for disposal from outside Broward County). The 20% cap may be exceeded upon receipt of written notice from the County Administrator to Waste Management: (i) to dispose of out-of-county waste resulting from a declared emergency; or (ii) to accept waste from any Florida county in which waste from Broward County is disposed (in order to enable any required waste disposal reciprocity).
- e. Through the Wheelabrator Contract Expiration Date, to continue (Waste Management is currently providing this service, and will continue to do so consistent with the terms of the contract document to be entered concurrently with any approval of the applicable ordinances (the "Future Contract")) to provide the use of its transfer stations located within Broward County (currently Davie, Reuter and Deerfield, to the extent they remain in existence, and together with any

additions to the transfer station network), at no charge to Wheelabrator, Broward County and/or the municipalities contracting with Broward County regarding Contracted Processable Waste. While the use of its transfer stations will be provided at no cost, nothing in this letter obligates Waste Management to pay for disposal costs or transportation costs (except as otherwise stated in Section 1.b. or regarding the potential diversion of waste as referenced below). The estimated annual value of this transfer station use is between \$2.0 million and \$2.5 million per year based upon recent waste volumes. This voluntary commitment to provide free access to Waste Management's transfer stations (whether utilized or not) is conditioned upon the County's agreement that its Contracted Processable Waste (other than Contracted Processable Waste processed at the Wheelabrator South Broward Waste-to-Energy facility or some other waste-to-energy facility in Broward County or in a neighboring county, or recycled or composted at any facility) shall be sent for disposal at the Monarch Hill facility, the Okeechobee Landfill, or, if both of the foregoing are operationally unavailable, such other Waste Management disposal facility as may be approved by County and Waste Management, upon the terms and conditions further specified in the Future Contract. Should the County decide to utilize a transfer station that is not within Waste Management's transfer station network in order to transfer the County's Contracted Processable Waste to the Okeechobee Landfill or to another Waste Management disposal facility mutually agreed upon by County and Waste Management, then Waste Management agrees to reduce the tipping fee (or to provide a credit, as further addressed in the Future Contract) at that disposal facility by \$8.00 per ton (hereinafter the "Out-of-Network Transfer Station Credit"). Beginning January 1, 2026, the Out-of-Network Transfer Station Credit will be increased annually based upon the change in the Consumer Price Index as further specified in the Future Contract.

- f. As will be further specified in the Future Contract, to make a contribution to the Broward Solid Waste Authority (SWA) recycling education program over a 10-year period in the total amount of \$1,150,000 if the Horizontal Expansion Condition is met, and to make an equal contribution if the Vertical Expansion Condition is met.
- g. To, through the Wheelabrator Contract Expiration Date, use the below-described methane recovery system to collect methane generated by the Broward County Municipal Solid Waste delivered to Waste Management's Okeechobee Landfill in the same manner as solid waste from other counties (at no cost to Broward County apart from the standard disposal rate). To address concerns with greenhouse gas emissions, Waste Management is currently constructing a state-of-the-art renewable energy recovery facility at the Okeechobee Landfill. The Okeechobee Landfill is the disposal facility where excess Municipal Solid Waste that cannot be processed at the Wheelabrator South Broward Waste to Energy Facility is sent for disposal. This new facility at the Okeechobee Landfill will capture the methane gas generated from the decomposition of waste, purify that methane to pipeline-quality gas, whereupon it will be pressurized and injected into the gas utility pipeline. Waste Management will then remove the gas from the utility pipelines at

each of its hauling companies where it will be used to fuel refuse collection vehicles, thus completing the recycling and circularity loop.

- h. Should Broward County or SWA notify Waste Management by December 31, 2028, that it intends to source separate and transport food waste and organics to the Okeechobee Landfill site in the future, to restart (without unreasonable delay) the permitted composting facility at Okeechobee Landfill and compost the Broward County (and municipalities contracting with Broward County) organic and food waste at no extra cost to the then current disposal rates (through the Wheelabrator Contract Expiration Date). The Broward County organic and food waste disposal rate shall not exceed the rate charged to Broward County for municipal solid waste disposal at the Okeechobee Landfill.
- i. If requested in writing by Broward County, and through the Wheelabrator Contract Expiration Date, to increase the capacity commitment (in Section III.F.5 of the Global Amendment) for Contracted Processable Waste at a disposal facility by 200,000 tons per year (from 575,000 to 775,000 tons per year). This increased capacity commitment by Waste Management is conditioned upon the County's agreement that the Contracted Processable Waste (except for such waste as processed at the Wheelabrator South Broward Waste-to-Energy facility or some other waste-to-energy facility in Broward County or a neighboring county, or recycled or composted at any facility) shall be sent for disposal at one of Waste Management's disposal facilities, upon the terms and conditions further specified in the Future Contract. In addition, Waste Management will continue to provide the County with sufficient disposal capacity to meet its Class III waste needs through the Wheelabrator Contract Expiration Date, as further detailed in the Future Contract.
- j. Should the County decide to install a wastewater sludge dryer in the vicinity of the Monarch Hill facility, to work cooperatively with the County to deliver, on commercially reasonable terms, through the Wheelabrator Contract Expiration Date, methane gas generated at the Monarch Hill facility to the envisioned dryer facility, provided that the infrastructure and equipment required to transport the methane gas to the dryer facility shall be paid for by the County. This concept as envisioned would provide renewable energy, which would otherwise be flared or underutilized, to help provide a solution to the County's wastewater sludge disposal.
- k. To provide Broward County an option to purchase the Property for Fair Market Value, on the terms and subject to the timing and other conditions stated in the Future Contract.
- l. If Wheelabrator, or any successor or assignee of Wheelabrator, ceases performance under the Wheelabrator Contract (i) due to material breach by Wheelabrator (or such successor or assignee) or (ii) due to any incapacity of the Wheelabrator South Broward Waste-to-Energy Facility or during any force majeure event, then, upon

the written request of the County Administrator, and for the duration specified in such request, Waste Management will provide waste disposal services to Broward County, and to the municipalities that have contracted with the County, through the date that would have otherwise been the Wheelabrator Contract Expiration Date but for any contractual termination as a result of any of the above-referenced occurrence(s) ("Contingency Disposal Services"). Waste Management will provide the Contingency Disposal Services subject to the terms as further set forth in the Future Contract. All of Waste Management's commitments stated in this letter that would otherwise continue through the Wheelabrator Contract Expiration Date will continue throughout the performance of the Contingency Disposal Services. Waste Management agrees to begin providing these disposal services after the commercially reasonable period necessary to establish operations.

2. **Should either the Horizontal Expansion Condition or the Vertical Expansion Condition occur, but not both, then Waste Management agrees as follows:**

- a. To exclude the applicable waste, as provided for and consistent with Section 1.a. above;
- b. To pay the applicable Host Charge, as provided for and consistent with Section 1.c. above;
- c. To make the contribution as provided for and consistent with Section 1.f.; and
- d. To meet the voluntary commitment described in Section 1.g. above.

Nothing in this letter (or in the DRC or Future Contract) shall obligate Waste Management to take any action that violates the 2015 Coconut Creek Agreement; Waste Management hereby reaffirms its commitment to comply in full with all obligations it has undertaken under that agreement.

Waste Management acknowledges that:

- 1. Where the County, pursuant to this letter or the Future Contract, is committing to provide waste to Waste Management in exchange for Waste Management committing to provide capacity for the disposal of such waste:
 - a. The County's commitment does not apply to any waste that is going to be recycled or composted at any facility or processed at the Wheelabrator South Broward waste-to-energy facility or any other waste-to-energy facility in Broward County or a neighboring county;
 - b. The obligation to provide such waste is subject to and as permitted by the County's contractual obligations to Wheelabrator (as same may be assigned by Wheelabrator) pursuant to the applicable disposal agreement (and further subject to the rights and obligations of the municipalities participating therein); and
 - c. Any obligation to provide such waste is otherwise subject to the terms and conditions of the Future Contract; and

2. Where Waste Management, pursuant to this letter or the Future Contract, agrees to provide capacity for disposal of waste of any kind, Waste Management will provide such capacity at the rates and on the material terms as stated in the Future Contract, and that such capacity is for the benefit of County and those municipalities contracting with County for waste disposal.

If both the vertical expansion and horizontal expansion are approved at the January 28, 2025, County Commission meeting, Waste Management will commence permitting activities and work diligently to expedite its receipt of solid waste permit(s) and any other required approvals to increase the height and utilize the Property as a landfill. If the required permit licenses/qualifications for the vertical expansion have not been issued by July 1, 2025, then Waste Management anticipates that, for operational reasons, it will begin diverting Broward County waste to the Okeechobee Landfill on or about July 1, 2025. If a permit or other required approval for the vertical expansion is not issued by July 1, 2025, for reasons other than, in whole or in part, the filing of a legal or administrative challenge by a Broward city or community, then Waste Management will work, to the extent it may be operationally achievable, to delay such diversion and, if it cannot be delayed for at least one hundred twenty (120) days, will absorb or reimburse the increased transportation costs caused by such diversion for a period of one hundred twenty (120) days.

Waste Management commits to taking all prudent actions to seek the expeditious receipt of all approvals (including licenses and permits) necessary to effectuate both referenced expansions and acknowledges that, despite any approval of the applicable ordinance by the County Commission, the effectiveness of such ordinances will be subject to recording a Declaration of Restrictive Covenant ("DRC") applicable to the entirety of the Monarch Hill landfill (inclusive of the Property) so that it runs with the land and is binding on any and all of Waste Management's successors and assigns, and further subject to execution of the Future Contract (also to be binding upon such successors and assigns) which is intended to further memorialize and ensure enforceability of these voluntary commitments. If the DRC and/or Future Contract has not been executed by Waste Management and returned to the County in time for such executed document(s) to be before the County Commission for its January 28, 2025, meeting, the final language of the DRC and Future Contract shall be consistent with the terms of this letter and is subject to the approval of the County Attorney's Office and counsel for Waste Management.

Waste Management acknowledges that the County's consideration of these voluntary commitments as part of its deliberation in no way obligates the County to take any legislative quasi-judicial, or administrative action(s), including action constituting or relating to the approval of any land use plan amendment or any zoning code text amendment. Further, Waste Management acknowledges that the County has not stated that it will refuse to approve or otherwise take any such above-referenced action if these voluntary commitments are not made. Instead, these voluntary commitments are being undertaken by Waste Management to address concerns raised by the County regarding the potential negative externalities and impacts, including contingent and unknown negative externalities and impacts, with the intent that the County Commission may rely on them as part of its decision-making process regarding whether to approve the applicable agenda items on January 28, 2025. If, for any reason, any or all of the above-mentioned approvals do not

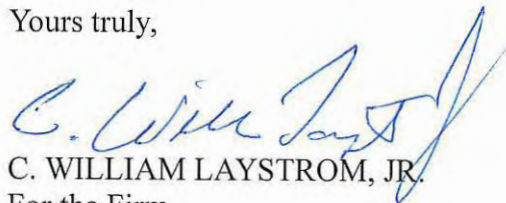
become effective, Waste Management may choose to seek such approvals in the future with or without expressing a willingness to undertake any voluntary commitments.

Because the validity and enforceability of Waste Management's voluntary commitments provide a benefit to both Waste Management and the public (through the County and affected municipalities), Waste Management acknowledges that the required Future Contract will commit Waste Management to (i) refrain from taking any action to allege that any or all of these voluntary commitments are in any way invalid or unenforceable; (ii) defend the validity and enforceability of each such voluntary commitment against any legal challenge raised against Waste Management by any individual or entity; and (iii) seek to intervene into any legal action filed against County alleging such invalidity or unenforceability for purposes of assisting County in defending the validity and enforceability of the challenged commitment(s). Waste Management acknowledges that the required Future Contract will contain other enforcement mechanisms, including a stipulation that any voluntary commitment may be judicially enforced through the remedies of specific performance or injunction, as applicable.

Because the County is relying upon Waste Management's voluntary commitments as part of its decision-making process, if for whatever reason, the DRC described in this letter is not recorded, or if the Future Contract is not signed by Waste Management and the County by March 31, 2025, Waste Management acknowledges that the land use plan amendments and zoning code text amendment will either not become effective or will cease being effective, thereby returning the status of all parts of the Monarch Hill landfill facility and the Property to that which existed on January 27, 2025.

Waste Management has worked with the County to develop both the proposed Future Contract and proposed DRC for the County Commission's consideration on January 28, 2025, in connection with its consideration of the applicable ordinances. Both the Future Contract and the proposed DRC contain language that supplements and further details the voluntary commitments communicated in this letter and address certain commitments by Waste Management based on current services being performed by Waste Management and which will continue to be performed (subject to the conditions stated in those documents) prior to the meeting of either the Vertical Expansion Condition or the Horizontal Expansion Condition. In the interest of brevity, some of that language is omitted from this letter, but by this reference thereto Waste Management represents that the commitments it is voluntarily undertaking include those stated in the Future Contract and DRC as though they were fully restated herein.

Yours truly,

A handwritten signature in blue ink, appearing to read "C. William Laystrom, Jr.", is written over the typed name.

C. WILLIAM LAYSTROM, JR.
For the Firm

CWL:lv

cc: County Administrator Monica Cepero
Assistant County Administrator Kevin Kelleher
County Attorney Andrew J. Meyers

LAW OFFICES
**DOUMAR, ALLSWORTH, LAYSTROM,
VOIGT, ADAIR & DISHOWITZ, LLP**

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E. SCOTT ALLSWORTH, P.A.
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JOHN D. VOIGT, P.A.
OF COUNSEL
SCHERIL MURRAY POWELL, P.A.
JODIE M. SIEGEL, P.A.

January 27, 2025

Andrew J. Meyers, County Attorney
BROWARD COUNTY
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, Florida 33301

Re: Monarch Hill – Voluntary Commitment Letter of January 14, 2025

Dear Drew,

On January 14, 2025, I tendered a Voluntary Commitment Letter to Mayor Furr and the Broward County Commission on behalf of Waste Management Inc. of Florida. Since that time, we have proposed a more detailed Agreement to the County and would like to make two updates to my January 14, 2025 letter so that the terms of the letter reflect the terms of that Agreement.

Specifically, on page 8 of my January 14th letter, please modify the first full line of that page by deleting the phrase “At the January 28, 2025 County Commission meeting”. In addition, on the last two lines of page 8, the following language can be deleted “... regarding whether to approve the applicable agenda items on January 28, 2025.”.

Should you have any questions regarding these deletions, please do not hesitate to contact me.

Yours truly,



C. WILLIAM LAYSTROM, JR.
For the Firm

CWL:lv

cc: Lisa Silva, Senior Counsel

Return to: (enclose self-addressed stamped envelope)

Name: C. William Laystrom , Jr., Esq.

Address: 1177 S.E. 3rd Avenue
Fort Lauderdale, FL 33316

This Instrument Prepared by:
Maite Azcoitia, Deputy County Attorney
Office of the Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made by Waste Management Inc. of Florida, a Florida corporation ("Declarant"), its successors and assigns, for the benefit of Broward County, a political subdivision of the State of Florida ("County").

WITNESSETH:

A. Declarant is the fee simple owner of lands located in the Broward Municipal Services District, more particularly described in Exhibit A, the "Landfill Property," and Exhibit B, the "LUPA Property" (collectively, the "Property").

B. Declarant requested that County approve applications to amend the Future Unincorporated Land Use Plan Element (FULUPE) and the Countywide Land Use Plan (LUP) for the LUPA Property from Electrical Generation Facilities to Industrial (FULUPE) and Commerce (Countywide LUP) (individually, "Application" and collectively, "Applications").

C. The Landfill Property surrounds the LUPA Property on three (3) sides and includes a regional landfill. Approval of the applicable Application(s) would potentially allow proposed additional development on the LUPA Property, and would potentially enable expansion of the landfill use on the Landfill Property.

D. Landfills provide a necessary public health function and a convenient solid waste disposal location, the benefits of which are diffused across multiple communities throughout the region.

E. Landfills can also impose negative externalities on a host community due to, among other potential impacts, additional noise, odors, increased traffic, and stigma.

F. Most local landfills have been replaced with larger, regional landfills, which further diffuse the benefits of the landfill across an even larger population throughout the region and further concentrate the detrimental impacts on a host community.

G. The proposed additional development of the Property will impact the provision of solid waste disposal and other services by the County and will create operational impacts for Broward County properties, including the Broward County Landfill, while providing Declarant with economies of scale.

H. Declarant has undertaken several voluntary commitments to address concerns raised by County regarding potential negative externalities and impacts, including unknown externalities and impacts, with the intent: (i) that the Board of County Commissioners of Broward County ("Board") may rely on these commitments when deciding whether to approve the Applications and (ii) to induce the Board into approving its Applications.

I. Declarant has incorporated the voluntary commitments into that Agreement between Declarant and County, attached hereto and incorporated herein as Exhibit C ("Agreement").

J. Although not a requirement of the Applications, the voluntarily offered commitments contained in the Agreement have a direct and substantial relationship with Declarant's proposed development of the Property that is roughly proportional to the impact of that development.

K. In connection with the Applications, Declarant has voluntarily agreed to place the below-stated commitments contained in the Agreement as restrictions on the development of the Property, to run with the land and be binding on Declarant's successors and assigns, if any, in favor of the County.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, Declarant hereby voluntarily declares that the Property described in Exhibits A and B shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns.

1. *Recitations.* Declarant has read, understands, and consents to each of the recitals and legislative findings referenced above and agrees that all of such recitals and legislative findings are true and correct and are incorporated into this Declaration by this reference.

2. *Commitments Voluntarily Undertaken by Declarant.* The Agreement is deemed incorporated into this Declaration as though fully set forth in this section. Accordingly, upon satisfaction of the Horizontal Expansion Condition (as defined in the Agreement), Declarant shall comply with the following commitments, which shall run with the Property:

- 2.1. Payment to County of a Host Charge (as defined in the Agreement) as set forth in Section 2.2 of the Agreement;
- 2.2. Pursuant to Sections 2.3.2 and 2.3.4 of the Agreement, prohibit the disposal at the LUPA Property of "Excluded Waste," as defined by the Agreement;
- 2.3. Consistent with Section 2.4.3 of the Agreement, prohibit the disposal of any waste on the LUPA Property for a period of eighteen (18) months after January 28, 2025 (as same may be extended pursuant to the terms of Section 2.4.3); and
- 2.4. If applicable pursuant to Section 2.12.1 of the Agreement, relinquish its rights as set forth in Section 2.12.1.

If both the Horizontal Expansion Condition and Vertical Expansion Condition (as those terms are defined in the Agreement) are satisfied, Declarant shall also comply with the following voluntary undertaken commitments as stated in the Agreement that are contingent on approval of the Vertical Expansion Condition (and subject to any other conditions stated in the Agreement):

- 2.5. Pursuant to Sections 2.3.3 and 2.3.4 of the Agreement, prohibit the disposal at the Landfill Property of "Excluded Waste," as defined by the Agreement;
- 2.6. Consistent with Section 2.4.1 of the Agreement, limit the annual volume of waste accepted for disposal at the Property from sources outside of Broward County to no more than the "Non-Broward Limit," as defined by the Agreement;
- 2.7. Pursuant to Section 2.5.1 of the Agreement, make available to County an "Increased Disposal Capacity Commitment," as defined by the Agreement;
- 2.8. Pursuant to Section 2.6.3 of the Agreement, comply with the processing requirements set forth therein; and
- 2.9. Provide Contingency Disposal Services (as defined in the Agreement) consistent with Section 2.9 of the Agreement.

3. *Amendment.* Except as otherwise provided herein, this Declaration shall not be modified or amended as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification or amendment, and approved by the Board at a public meeting.

4. *Recordation and Effective Date.* This Declaration shall not become effective and shall not be recorded in the Official Records of Broward County, Florida, until after approval by County of either Application or both Applications and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect County's approval of the Application(s). Once recorded, this Declaration shall run with the land for the sole benefit of County and shall bind all of Declarant's successors-in-interest with respect to the Property. This Declaration shall not give rise to

any other cause of action by any parties other than the County. There are no third-party beneficiaries, and no parties other than County shall be entitled to enforce this Declaration. Any failure by the County to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter. Any amendment, modification or release of this Declaration shall be recorded in the Official Records of Broward County, Florida, at the then owner's expense.

5. *Enforcement.* In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, by reference or otherwise, Declarant acknowledges and agrees that County may withhold further permits and approvals with respect to the Property, provided County first provides Declarant with written notice and a thirty (30) day opportunity to cure the violation(s). County is the beneficiary of this Declaration and, as such, County may enforce these covenants and restrictions by action at law or in equity including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration.

6. *Severability.* If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. The severing of any provision pursuant to this clause shall not impact any obligation in the Agreement.

7. *Law, Jurisdiction, Venue, Waiver of Jury Trial.* This Declaration will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Declaration will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

8. *Captions, Headings, and Titles.* Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

9. *Incorporation by Reference.* Any and all Recital clauses stated above are true and correct and are incorporated in this Declaration by reference. The attached Exhibits are incorporated into and made a part of this Declaration.

10. *Priority of Provisions.* Except to the extent that this Declaration references an obligation or commitment contained in the Agreement, attached as Exhibit C, if there is a conflict or inconsistency between any term, statement, requirement, or provision of

any document or exhibit attached to, referenced by, or incorporated in this Declaration and any provision of Sections 1 through 10 of this Declaration, the provisions contained in Sections 1 through 10 shall prevail and be given effect. Where this Declaration references an obligation or commitment contained in the Agreement, the terms of the Agreement shall prevail and be given effect.

11. *Context.* Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

12. *Release.* Upon request of the then owner(s) of the Property, County, by and through its County Administrator, agrees to record a Release of Restrictive Covenants ("Release"), which shall terminate the effectiveness of this Declaration, upon the occurrence of any of the following conditions: (i) the Agreement, in its entirety, is terminated following a suspension pursuant to Section 2.12 of the Agreement; (ii) a final judicial determination, through the completion of all applicable appeals, is made that the Agreement, in its entirety, is unlawful, invalid, or unenforceable; (iii) if neither the Vertical Expansion Condition or the Horizontal Expansion Condition is satisfied by July 3, 2028, and the then owner(s) provides written notice to County that it is relinquishing its right to seek to use any of the expansion space (vertical and/or horizontal) in connection with County's past approval (as of the time such notice is provided) of the Application(s) or zoning code change; or (iv) after the Vertical Expansion Condition and the Horizontal Expansion Condition are both satisfied, both are then subsequently deemed by a court to be unlawful, invalid, or unenforceable, through the completion of all applicable appeals.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Decedent has executed this Declaration on the day below written

WITNESSES

Chaplin M. Long
(Signature)
Print name Chaplin M. Long
Print address 10308
SUNSHINE HILL ESTATE
FL 33431
(Signature)
Printed name Sharon Aiken
Print address 1221 Sea Turtle Dr.
Plantation, FL 33324

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation

By David M. Myhan
(Signature)
Print name DAVID M. MYHAN
Title PRESIDENT
Print address 1500 N. Military Trl.
BOCA RATON, FL 33431
23rd day of JANUARY 2025

STATE OF Florida
COUNTY OF Palm Beach SS

I HEREBY CERTIFY that on this day, before me, an official duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by DAVID MYHAN as President of Waste Management Inc. of Florida, a Florida corporation, who personally known to me or who has produced as identification

23rd day of January 2025

C. William Laystrom, Jr.
Notary Public



C. WILLIAM LAYSTROM, JR.
Commission # GQ 272175
Expires January 8, 2025
Notary Public

Typed, printed or stamped name of Notary Public

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibits A and B hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Declaration.

WITNESSES:

(Signature) _____
 Print name: _____
 Print address: _____

(Signature) _____
 Print name: _____
 Print address: _____

By: _____
(Signature)
Print name: _____
Title: _____
Print
address: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
 day of _____, 202__.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION
LANDFILL PROPERTY

SKETCH OF SURVEY
MONARCH HILL
BOUNDARY SURVEY

NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected hereon pertaining to easements, right-of-way, set back lines, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further confirmed by others through appropriate title verification.
NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

DESCRIPTION:

PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT "A," WASTE MANAGEMENT, INC. PLAT NO. ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH PARCEL "A," WASTE MANAGEMENT, INC. PLAT NO. 37, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 46 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," AND A PORTION OF PARCEL "B," WASTE MANAGEMENT, INC. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGE 31 OF SAID PUBLIC RECORDS, TOGETHER WITH VRCHOTA PROPERTIES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGE 32 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," POWERLINE PARK INDUSTRIAL CENTER" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGE 16 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," THE HILTON COMPLEX, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 36 OF SAID PUBLIC RECORDS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A", OF SAID "WASTE MANAGEMENT, INC. PLAT NO. 4," THENCE NORTH 01°08'37" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 83.87 FEET; THENCE NORTH 85°21'38" EAST, A DISTANCE OF 518.53 FEET; THENCE NORTH 87°10'08" EAST, A DISTANCE OF 143.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS NORTH 02°19'59" EAST, FROM THE LAST DESCRIBED POINT, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12558.17 FEET, A CENTRAL ANGLE OF 03°15'06", FOR AN ARC DISTANCE OF 712.71 FEET; THENCE SOUTH 01°38'19" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 10.00 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY OF WILES ROAD AS VACATED AND RECORDED IN OFFICIAL RECORDS BOOK 47956, PAGE 816, OF SAID PUBLIC RECORDS; THENCE NORTH 54°45'42" EAST, A DISTANCE OF 59.53 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS NORTH 01°07'56" WEST FROM THE LAST DESCRIBED POINT; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12,939.93 FEET, A CENTRAL ANGLE OF 00°28'02", FOR AN ARC DISTANCE OF 105.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°23'31" EAST, A DISTANCE OF 708.02 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY OF WILES ROAD (NW 48TH STREET) PER BROWARD COUNTY RIGHT OF WAY MAP, COUNTY PROJECT NO. 5146, SHEETS 8 THROUGH 10; THENCE SOUTH 01°36'30" EAST, A DISTANCE OF 243.00 FEET; THENCE SOUTH 61°44'40" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 01°30'00" EAST, A DISTANCE OF 496.24 FEET; THENCE NORTH 88°23'31" EAST, A DISTANCE OF 814.87 FEET; THENCE NORTH 01°38'31" WEST, A DISTANCE OF 964.00 FEET; THENCE SOUTH 89°44'31" WEST, A DISTANCE OF 210.52 FEET; THENCE SOUTH 01°30'00" WEST, A DISTANCE OF 13.00 FEET, THE LAST SEVEN (7) DESCRIBED COURSES BEING COINCIDENT WITH THE BOUNDARIES OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 2-A"; THENCE NORTH 89°44'31" EAST, ALONG A LINE 67.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 16, A DISTANCE OF 627.50 FEET; THENCE NORTH 00°15'29" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89°44'31" WEST, ALONG A LINE 55.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 360.16 FEET; THENCE NORTH 01°38'31" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'31" EAST, ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 200.06 FEET; THENCE SOUTH 01°38'31" EAST, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF PARCEL "A", OF SAID HILTON COMPLEX; THENCE NORTH 89°44'31" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL "A", OF THE HILTON COMPLEX, A DISTANCE OF 271.92 FEET; THENCE SOUTH 45°57'00" EAST, ALONG AN EASTERLY BOUNDARY OF PARCEL "A", OF SAID THE HILTON COMPLEX, A DISTANCE OF 48.90 FEET, THE LAST TWELVE (12) DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTH RIGHT OF WAY OF WILES ROAD; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY AND ALONG A LINE 94.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 16, SOUTH 01°38'31" EAST, A DISTANCE OF 2952.46 FEET; THENCE SOUTH 01°38'33" EAST, ALONG A LINE 94.00 FEET WEST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 613.47 FEET; THENCE NORTH 01°16'02" WEST, A DISTANCE OF 265.00 FEET; THENCE SOUTH 88°43'58" WEST, ALONG A LINE 265.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 1639.11 FEET; THENCE SOUTH 01°34'17" EAST, A DISTANCE OF 99.59 FEET; THENCE SOUTH 59°15'39" EAST, A DISTANCE OF 312.09 FEET; THENCE SOUTH 88°43'58" WEST, A DISTANCE OF 263.77 FEET; THENCE SOUTH 01°34'17" EAST, A DISTANCE OF 658.48 FEET; THENCE NORTH 88°45'53" EAST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 2212.00 FEET TO THE NORTHEAST CORNER OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 37," THENCE SOUTH 01°38'33" EAST, ALONG THE EASTERLY BOUNDARY OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 37," A DISTANCE OF 659.72 FEET; THENCE SOUTH 88°47'48" WEST, ALONG THE SOUTHERLY BOUNDARY OF PARCEL "A", OF SAID "WASTE MANAGEMENT INC. PLAT NO. 37," A DISTANCE OF 1198.34 FEET; THENCE SOUTH 01°34'17" EAST, ALONG THE WESTERLY BOUNDARY OF "G AND P PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96, PAGE 44 OF SAID PUBLIC RECORDS, A DISTANCE OF 276.03 FEET; THENCE SOUTH 88°49'42" WEST, ALONG THE NORTHERLY BOUNDARY OF PARCEL "A", OF "J.F.C. PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, PAGE 35 OF SAID PUBLIC RECORDS, A DISTANCE OF 680.02 FEET; THENCE SOUTH 81°01'41" EAST, ALONG THE WESTERLY BOUNDARY OF PARCEL "A", OF SAID "J.F.C. PLAT", A DISTANCE OF 283.02 FEET; THENCE SOUTH 88°49'42" WEST, ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 16, A DISTANCE OF 673.03 FEET; THENCE SOUTH 88°14'52" WEST, ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 16, A DISTANCE OF 1761.15 FEET; THENCE NORTH 46°10'30" WEST, A DISTANCE OF 97.97 FEET; THENCE SOUTH 88°14'52" WEST, ALONG A LINE 169.97 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 16, A DISTANCE OF 837.81 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 16; THENCE NORTH 01°46'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 493.62 FEET; THENCE SOUTH 88°16'51" WEST, A DISTANCE OF 21.75 FEET; THENCE NORTH 01°09'08" WEST, A DISTANCE OF 1990.87 FEET; THENCE NORTH 01°08'37" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 16, A DISTANCE OF 2498.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 23,154,256 SQUARE FEET OR 531.549 ACRES, MORE OR LESS.

SURVEY NOTES:

- THE LEGAL DESCRIPTION AND BOUNDARY OF THE PROPERTY SHOWN HEREON WAS PREPARED BY THIS OFFICE BASED ON THE VARIOUS PLATS, RIGHT OF WAY MAPS, SECTIONAL BREAKDOWN FOR SECTIONS 16 AND 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST AND PREVIOUS SURVEY PREPARED FOR THE CLIENT.
- UNLESS OTHERWISE NOTED HEREON, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT AS STATED UNDER RULE 5J-17.052, F.A.C.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°44'31"E ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
- THE DIGITAL DATA PROVIDED IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=300' OR SMALLER.
- THE INTENT OF THIS SURVEY IS TO DEPICT THE BOUNDARY OF THE PROPERTY AS DESCRIBED. NO FIELD LOCATION OF IMPROVEMENTS HAS BEEN PERFORMED AT THE REQUEST OF THE CLIENT. SITE IMPROVEMENTS ARE SHOWN BASED ON A FEBRUARY, 2024 AERIAL OF THE SITE AS SUPPLIED BY THE CLIENT.
- THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF WASTE MANAGEMENT, INC. OF FLORIDA FOR THE EXPRESS PURPOSES STATED HEREON AND/OR CONTAINED IN THE CONTRACT WITH THE AFOREMENTIONED CLIENT FOR THIS PROJECT. REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
- NO EVIDENCE OF OVERLAPPING DESCRIPTIONS OR HIATUS, EXCESS OF DEFICIENCIES, CONFLICTING BOUNDARY LINES OR MONUMENTS, OR EVIDENCE OF CONFLICTING BOUNDARY RIGHTS, UNLESS OTHERWISE SHOWN HEREON.
- ADDITIONS AND DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE UNDERSIGNED.
- EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD EITHER PLATTED OR RECORDED IN THE PUBLIC RECORDS ARE SHOWN ON SHEET V-2 AND ARE BASED ON THE FOLLOWING TITLE SEARCH REPORTS PREPARED BY TITLE-WRITE SOLUTIONS, INC.:
FILE NUMBER: MONARCH 1; REPORT NO.: TW-22005414; DATE PREPARED: AUGUST 28, 2023
FILE NUMBER: MONARCH 2; REPORT NO.: TW-22005415; DATE PREPARED: JANUARY 10, 2023
FILE NUMBER: MONARCH 3; REPORT NO.: TW-22005416; DATE PREPARED: JANUARY 11, 2023
FILE NUMBER: MONARCH 4; REPORT NO.: TW-22005417; DATE PREPARED: JANUARY 11, 2023

SURVEYOR'S CERTIFICATE:

I FURTHER CERTIFY THAT THIS SKETCH OF SURVEY AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICES FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION IN FEBRUARY/MARCH, 2024.

DATE OF LAST FIELD WORK: MARCH 1, 2024.

RAYMOND YOUNG - FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 5799
CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271
ryoung@craventhompson.com

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPER.

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS



3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 739-6409 FAX: (954) 739-6409

FLORIDA LICENSED ENGINEERING SURVEYORS & MAPPERS BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00011

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC.

MONARCH HILL
POMPANO BEACH, FLORIDA

PREPARED FOR:
WASTE MANAGEMENT, INC. OF FLORIDA

BOUNDARY SURVEY

PROJECT NO.
77-1061-001-12

V-1

SHEET 1 OF 3

EXHIBIT B
LEGAL DESCRIPTION
LUPA PROPERTY

SKETCH OF SURVEY
BOUNDARY SURVEY



NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected hereon pertaining to easements, right-of-way, set back lines, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further, confirmed by others through appropriate title verification.
NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

DESCRIPTION:

PARCEL "A" OF "WASTE MANAGEMENT, INC. PLAT NO. 2-A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138 AT PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THOSE LANDS AS DEEDED TO BROWARD COUNTY, IN FEE SIMPLE, BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 34198, PAGE 369 OF SAID PUBLIC RECORDS

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 966.881 SQUARE FEET OR 22.197 ACRES MORE OR LESS.

SURVEY NOTES:

1. THE LEGAL DESCRIPTION AND BOUNDARY OF THE PROPERTY SHOWN HEREON WAS PROVIDED BY CLIENT.
2. UNLESS OTHERWISE NOTED HEREON, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT AS STATED UNDER RULE 5J-17.052 F.A.C.
3. THIS SURVEY MEETS AND EXCEEDS THE LINEAR CLOSURE OF 1 IN 10,000 FEET FOR COMMERCIAL/HIGH RISK SURVEYS AS DEFINED IN THE FLORIDA STANDARDS OF PRACTICE FOR SURVEYING (5J-17.051 AND 5J-17.052, F.A.C.). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°44'31"E ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
5. THE DIGITAL DATA PROVIDED IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.
6. THE INTENT OF THIS SURVEY IS TO DEPICT THE BOUNDARY OF THE PROPERTY AS DESCRIBED. ONLY LOCATIONS OF IMPROVEMENTS THAT AFFECT OR DEFINE THE PROPERTY HAVE BEEN LOCATED. NO INTERIOR LOCATIONS HAVE BEEN PERFORMED AT THE REQUEST OF THE CLIENT.
7. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF WASTE MANAGEMENT, INC. OF FLORIDA FOR THE EXPRESS PURPOSES STATED HEREON AND/OR CONTAINED IN THE CONTRACT WITH THE FOREMENTIONED CLIENT. FOR THIS PROJECT, REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
8. NO EVIDENCE OF OVERLAPPING DESCRIPTIONS OR HIATUS, EXCESS OF DEFICIENCIES, CONFLICTING BOUNDARY LINES OR MONUMENTS, OR EVIDENCE OF CONFLICTING BOUNDARY RIGHTS, UNLESS OTHERWISE SHOWN HEREON.
9. ADDITIONS AND DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE UNDERSIGNED.
10. EASEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS OF RECORD EITHER PLATTED OR RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY ARE SHOWN HEREON AS PROVIDED BY CLIENT. TITLE REVIEW HAS NOT BEEN PERFORMED FOR THIS SURVEY.
11. ELEVATIONS SHOWN HEREON ARE BASE ON THE NORTH AMERICAN VERTICAL DATUM OF 1929 (NGVD 29) AND IS REFERENCED TO THE FOLLOWING LISTED BROWARD COUNTY BENCHMARK AS ESTABLISHED BY BROWARD COUNTY ENGINEERING DEPARTMENT SURVEY DIVISION
BENCH MARK NO. 2801 - POMPANO BEACH - CANAL CROSSING SAMPLE ROAD 0.25+1/4 MILES WEST OF POWERLINE ROAD (CONTROL STRUCTURE NO. 6) "SQUARE" CUT ON NORTHWEST CORNER OF CONTROL STRUCTURE "SQUARE" CUT ON HEADWALL ON SOUTH SIDE OF ROAD, EL. 14.83"
12. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGE FOR CLARITY.
13. CRAVEN THOMPSON AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. #271.
14. UNLESS THIS SURVEY BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR A UNIQUE ELECTRONIC SIGNATURE, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SURVEY BY OTHERS THAN THE SURVEYOR NOTED HEREON WILL MAKE THIS SURVEY INVALID.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY AND OTHER PERTINENT DATA SHOWN HEREON, ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION IN JUNE, 2018.

LAST DATE OF FIELD WORK: JUNE 20, 2018

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271

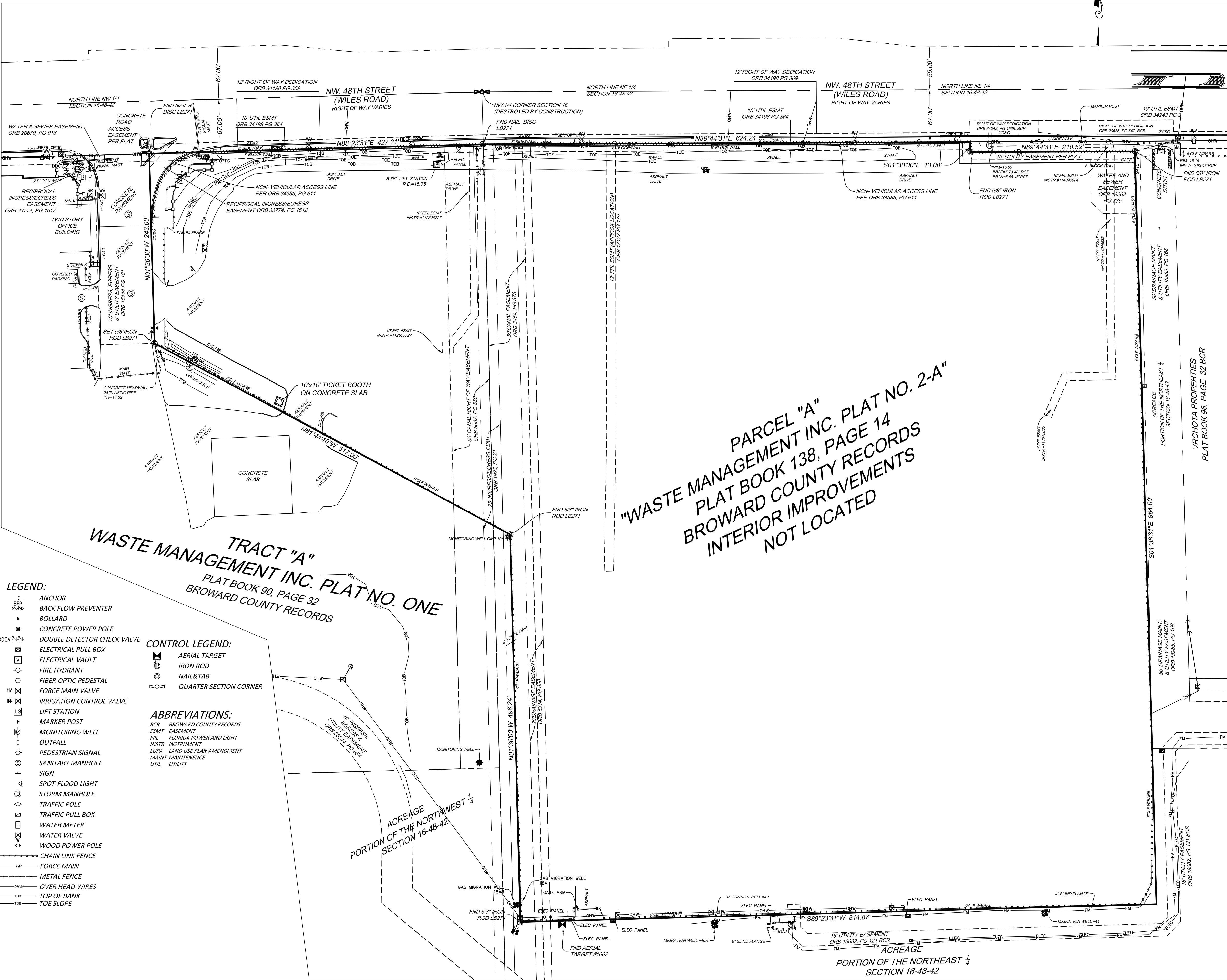
DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR & MAPPER NO. 4343
STATE OF FLORIDA

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

PARCEL "A"
"WASTE MANAGEMENT INC. PLAT NO. 2-A"
PLAT BOOK 138, PAGE 14
BROWARD COUNTY RECORDS
INTERIOR IMPROVEMENTS
NOT LOCATED

- ANCHOR
BACK FLOW PREVENTER
BOLLARD
CONCRETE POWER POLE
DOUBLE DETECTOR CHECK VALVE
ELECTRICAL PULL BOX
ELECTRICAL VAULT
FIRE HYDRANT
FIBER OPTIC PEDESTAL
FORCE MAIN VALVE
IRRIGATION CONTROL VALVE
LIFT STATION
MARKER POST
MONITORING WELL
OUTFALL
PEDESTRIAN SIGNAL
SANITARY MANHOLE
SIGN
SPOT-FLOOD LIGHT
STORM MANHOLE
TRAFFIC POLE
TRAFFIC PULL BOX
WATER METER
WATER VALVE
WOOD POWER POLE
CHAIN LINK FENCE
FORCE MAIN
METAL FENCE
OVER HEAD WIRES
TOP OF BANK
TOE SLOPE

- CONTROL LEGEND:
AERIAL TARGET
IRON ROD
NAIL & TAB
QUARTER SECTION CORNER
ABBREVIATIONS:
BCR BROWARD COUNTY RECORDS
ESMT EASEMENT
FPL FLORIDA POWER AND LIGHT
INSTR INSTRUMENT
LUPA LAND USE PLAN AMENDMENT
MAINT MAINTENANCE
UTIL UTILITY



WHEELABRATOR OF NORTH BROWARD

BOUNDARY SURVEY FOR LUPA

WASTE MANAGEMENT INC. OF FLORIDA

SKETCH OF SURVEY

SEAL
PROJECT NO.
77-1061-001-28
S-1
SHEET 1 OF 1

EXHIBIT C

AGREEMENT BETWEEN COUNTY AND WASTE MANAGEMENT

OMITTED TO PREVENT REDUNDANCY

Capacity Schedule

This Capacity Schedule supplements the Agreement between the County and Waste Management, providing further detail regarding the commitments of the Parties.

I. County's Commitments.

A. General Acknowledgement:

Waste Management acknowledges, understands, and agrees that County's commitment of any waste, of any type, under this Agreement is subject to: (1) County's commitments under its Disposal Agreement with its solid waste disposal contractor (or assignee); and (2) the rights of the municipalities contracting with County through interlocal agreements for solid waste disposal services. Waste Management further acknowledges that the above-referenced documents are publicly accessible both online and pursuant to Chapter 119, Fla. Stat.

B. Exclusions:

As stated in Section 3.3 of the Agreement, County is not required to commit to Waste Management any Contracted Processable Waste that is:

- (1) Recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility;
- (2) Processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or
- (3) Processed at any other waste-to-energy facility within Broward County or a neighboring county.

II. Disposal Facility Priority.

A. Primary Disposal Facility:

County intends to maximize the disposal capacity available at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314). Consequently, County will direct as much Contracted Processable Waste as possible to that disposal facility (as same may be expanded). Waste Management acknowledges and understands County's intent and agrees that County's use of this facility's disposal capacity will take precedence over County's commitment to provide Contracted Processable Waste to Waste Management.

B. Priority of Alternate Disposal Facilities:

Unless otherwise specified in the relevant section of the Agreement or this Capacity Schedule (including any provision establishing a higher priority for the Expanded Landfill), Waste Management will seek to prioritize disposal facilities in the following order for all deliveries of waste, of any type, delivered by County or on County's behalf (whether such waste was generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services) to the extent it is commercially and operationally feasible (as determined by Waste Management): (1) the Expanded Landfill; (2) the Okeechobee Landfill; (3) such other Waste Management disposal facility as may be approved by County and Waste Management.

III. Payment of Fees Owed to Waste Management.

The Parties acknowledge that the Increased Disposal Capacity Commitment, the Class III Waste Commitment, and the Contingency Disposal Services require payment to Waste Management on terms set out herein and in the Global Amendment.

Waste Management agrees that, although some of these payments may be made directly by County, others will be made on County's behalf by its solid waste disposal contractor (or assignee) pursuant to the Disposal Agreement, by municipalities contracting with County for solid waste disposal services, or by licensed waste haulers on behalf of County or such municipalities.

IV. Increased Disposal Capacity Commitment.

A. Disposal Fee for Contracted Processable Waste:

Waste Management will provide disposal capacity at the current rate of \$56.15 per ton of Contracted Processable Waste.

This rate will be adjusted annually by the Adjustment CPI, as set forth below. This disposal fee is the only fee, charge, or cost Waste Management will impose for such disposal service (e.g., Waste Management will not impose any loading costs), other than as a result of any change in law that imposes a new (i.e., after the Effective Date of the Agreement) or increased fee, surcharge, or tax that is required to be charged by a disposal facility operator to its customers, including governmental customers ("Fee(s) Due to Change in Law"). In such event, Waste Management is only permitted to pass through the Fee(s) Due to Change in Law and may not impose any additional service or administrative costs associated therewith.

B. Disposal Fee Adjustment:

Waste Management may adjust the per ton rate set forth in Part IV.A of this Capacity Schedule no more frequently than on an annual basis, with any such rate adjustment to commence on October 1, with the adjustment to be equal to the change in the Adjustment CPI. The first such annual adjustment may occur on October 1, 2025.

C. Alternate Disposal Facility:

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, Waste Management agrees to use commercially reasonable efforts to fulfill the Increased Disposal Capacity Commitment at the Okeechobee Landfill.

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, nothing in the Agreement requires Waste Management to pay transportation costs for Contracted Processable Waste transported to Okeechobee Landfill.

V. Class III Waste Commitment.

A. Disposal Fee for Class III Waste Commitment:

Waste Management will provide disposal capacity at the current rate of \$54.51 per ton of waste described in the Class III Waste Commitment.

This rate is subject to adjustment one time per year, utilizing the Adjustment CPI, as more fully set forth below. This disposal fee is the only fee, charge, or cost Waste Management will impose for such disposal service (e.g., Waste Management will not impose any loading costs) other than Fee(s) Due to Change in Law as defined in Part IV.A of this Capacity Schedule, and subject to the same limitations thereon.

B. Disposal Fee Adjustment:

Waste Management may adjust the per ton rate stated in Part V.A of this Capacity Schedule no more frequently than on an annual basis, with any such rate adjustment to commence on October 1, with the adjustment to be equal to the change in the Adjustment CPI. The first such annual adjustment may start on October 1, 2025.

If the July 2028 Renewal of the Disposal Agreement is exercised, the Class III Waste Commitment disposal fee will be adjusted to an amount equal to the disposal fee for Contracted Processable Waste (as per the rate in the current Disposal Agreement) on the date stated in the current (or amended) Disposal Agreement (i.e., on either July 3, 2028, or on October 1, 2028), and will thereafter remain subject to the annual adjustment to be equal to the change in the Adjustment CPI each October 1.

C. Disposal Facilities:

To the extent operationally feasible, Waste Management will fulfill the Class III Waste Commitment at the Expanded Landfill. Waste Management will otherwise fulfill the Class III Waste Commitment at the Okeechobee Landfill or, if the former is operationally unavailable at the time Class III Waste is being delivered, such other Waste Management disposal facility approved by County and Waste Management.

Nothing in the Agreement requires either County or Waste Management to pay transportation costs for the waste described in the Class III Waste Commitment if it is not transported directly to the Expanded Landfill.

VI. Contingency Disposal Services.

A. Disposal Capacity:

Pursuant to the terms of the Agreement, Waste Management agrees to provide Contingency Disposal Services upon the County Administrator's written request.

Waste Management will provide the Contingency Disposal Services on the same terms as Section III.F.5 of the Global Amendment, including all disposal capacity previously provided by Wheelabrator Environmental Systems Inc. (WES) thereunder. Waste Management agrees to make available to the County (directly or to municipalities with interlocal agreements with

County for solid waste disposal services) total annual capacity of 1.5 million tons of disposal for Contracted Processable Waste at the Okeechobee Landfill (the 1.3 million tons per year described in the Global Amendment plus the additional 200,000 tons per year under the Increased Disposal Capacity Commitment).

B. Contingency Disposal Services Fee for Contracted Processable Waste, and Adjustment:

Waste Management will provide Contingency Disposal Services capacity for the same disposal fee, and using the same adjustment process, described in Part IV of this Capacity Schedule. This disposal fee is the only fee, charge, or cost (whether direct or indirect, including but not limited to loading costs) Waste Management will impose for such disposal service, other than Fee(s) Due to Change in Law as defined in Part IV.A of this Capacity Schedule, and subject to the same limitations thereon.

C. Cost Limitations:

Waste Management is not required to cover transportation costs to the Okeechobee Landfill or other approved disposal facilities.

D. Alternate Disposal Facility:

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, Waste Management agrees to use commercially reasonable efforts to perform the Contingency Disposal Services by routing Contracted Processable Waste, through the transfer stations referenced under the Transfer Station Commitment or Other Transfer Stations, for disposal at the Okeechobee Landfill.

D. Exclusions:

As stated in Section 3.3 of the Agreement, County is not required to commit to Waste Management any Contracted Processable Waste that is:

- (1) Recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility;
- (2) Processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or
- (3) Processed at any other waste-to-energy facility within Broward County or a neighboring county.

VII. Backup Rates and Fallback Terms.

The Parties acknowledge that, like the disposal services described in the Agreement, the services outlined in this Capacity Schedule are essential to public health and safety. Accordingly, the Agreement provides for “suspension” (under Sections 2.12.3.1 and 2.12.3.2) if, among other occurrences, any commitment or services addressed in this Capacity Schedule is unenforceable or invalid, including because of the failure of some implied condition, drafting issue, or judicial action. For that reason, it benefits each Party to ensure that, if the rates as specified above in this Capacity Schedule are determined to be unenforceable or invalid, the Agreement includes mechanisms to ensure continuity of services. Accordingly, if any of the rates specified in this Capacity Schedule are rendered unenforceable, for any reason including circumstances beyond the control of either Party, the Parties agree to negotiate new rates in good faith for a period of up

to thirty (30) months, and, during such period of negotiation, Waste Management shall continue to provide the services described in this Capacity Schedule at the then-existing rates to ensure the continued performance of these essential services for the health and safety of the public.

Capacity Schedule

This Capacity Schedule supplements the Agreement between the County and Waste Management, providing further detail regarding the commitments of the Parties.

I. County's Commitments.

A. General Acknowledgement:

Waste Management acknowledges, understands, and agrees that County's commitment of any waste, of any type, under this Agreement is subject to: (1) County's commitments under its Disposal Agreement with its solid waste disposal contractor (or assignee); and (2) the rights of the municipalities contracting with County through interlocal agreements for solid waste disposal services. Waste Management further acknowledges that the above-referenced documents are publicly accessible both online and pursuant to Chapter 119, Fla. Stat.

B. Exclusions:

As stated in Section 3.3 of the Agreement, County is not required to commit to Waste Management any Contracted Processable Waste that is:

- (1) Recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility;
- (2) Processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or
- (3) Processed at any other waste-to-energy facility within Broward County or a neighboring county.

II. Disposal Facility Priority.

A. Primary Disposal Facility:

County intends to maximize the disposal capacity available at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314). Consequently, County will direct as much Contracted Processable Waste as possible to that disposal facility (as same may be expanded). Waste Management acknowledges and understands County's intent and agrees that County's use of this facility's disposal capacity will take precedence over County's commitment to provide Contracted Processable Waste to Waste Management.

B. Priority of Alternate Disposal Facilities:

Unless otherwise specified in the relevant section of the Agreement or this Capacity Schedule (including any provision establishing a higher priority for the Expanded Landfill), Waste Management will seek to prioritize disposal facilities in the following order for all deliveries of waste, of any type, delivered by County or on County's behalf (whether such waste was generated within the unincorporated areas of Broward County or within incorporated areas that are under contract with County for solid waste disposal services) to the extent it is commercially and operationally feasible (as determined by Waste Management): (1) the Expanded Landfill; (2) the Okeechobee Landfill; (3) such other Waste Management disposal facility as may be approved by County and Waste Management.

III. Payment of Fees Owed to Waste Management.

The Parties acknowledge that the Increased Disposal Capacity Commitment, the Class III Waste Commitment, and the Contingency Disposal Services require payment to Waste Management on terms set out herein and in the Global Amendment.

Waste Management agrees that, although some of these payments may be made directly by County, others will be made on County's behalf by its solid waste disposal contractor (or assignee) pursuant to the Disposal Agreement, by municipalities contracting with County for solid waste disposal services, or by licensed waste haulers on behalf of County or such municipalities.

IV. Increased Disposal Capacity Commitment.

A. Disposal Fee for Contracted Processable Waste:

Waste Management will provide disposal capacity at the current rate of \$56.15 per ton of Contracted Processable Waste.

This rate will be adjusted annually by the Adjustment CPI, as set forth below. This disposal fee is the only fee, charge, or cost Waste Management will impose for such disposal service (e.g., Waste Management will not impose any loading costs), other than as a result of any change in law that imposes a new (i.e., after the Effective Date of the Agreement) or increased fee, surcharge, or tax that is required to be charged by a disposal facility operator to its customers, including governmental customers ("Fee(s) Due to Change in Law"). In such event, Waste Management is only permitted to pass through the Fee(s) Due to Change in Law and may not impose any additional service or administrative costs associated therewith.

B. Disposal Fee Adjustment:

Waste Management may adjust the per ton rate set forth in Part IV.A of this Capacity Schedule no more frequently than on an annual basis, with any such rate adjustment to commence on October 1, with the adjustment to be equal to the change in the Adjustment CPI. The first such annual adjustment may occur on October 1, 2025.

C. Alternate Disposal Facility:

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, Waste Management agrees to use commercially reasonable efforts to fulfill the Increased Disposal Capacity Commitment at the Okeechobee Landfill.

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, nothing in the Agreement requires Waste Management to pay transportation costs for Contracted Processable Waste transported to Okeechobee Landfill.

V. Class III Waste Commitment.

A. Disposal Fee for Class III Waste Commitment:

Waste Management will provide disposal capacity at the current rate of \$54.51 per ton of waste described in the Class III Waste Commitment.

This rate is subject to adjustment one time per year, utilizing the Adjustment CPI, as more fully set forth below. This disposal fee is the only fee, charge, or cost Waste Management will impose for such disposal service (e.g., Waste Management will not impose any loading costs) other than Fee(s) Due to Change in Law as defined in Part IV.A of this Capacity Schedule, and subject to the same limitations thereon.

B. Disposal Fee Adjustment:

Waste Management may adjust the per ton rate stated in Part V.A of this Capacity Schedule no more frequently than on an annual basis, with any such rate adjustment to commence on October 1, with the adjustment to be equal to the change in the Adjustment CPI. The first such annual adjustment may start on October 1, 2025.

If the July 2028 Renewal of the Disposal Agreement is exercised, the Class III Waste Commitment disposal fee will be adjusted to an amount equal to the disposal fee for Contracted Processable Waste (as per the rate in the current Disposal Agreement) on the date stated in the current (or amended) Disposal Agreement (i.e., on either July 3, 2028, or on October 1, 2028), and will thereafter remain subject to the annual adjustment to be equal to the change in the Adjustment CPI each October 1.

C. Disposal Facilities:

To the extent operationally feasible, Waste Management will fulfill the Class III Waste Commitment at the Expanded Landfill. Waste Management will otherwise fulfill the Class III Waste Commitment at the Okeechobee Landfill or, if the former is operationally unavailable at the time Class III Waste is being delivered, such other Waste Management disposal facility approved by County and Waste Management.

Nothing in the Agreement requires either County or Waste Management to pay transportation costs for the waste described in the Class III Waste Commitment if it is not transported directly to the Expanded Landfill.

VI. Contingency Disposal Services.

A. Disposal Capacity:

Pursuant to the terms of the Agreement, Waste Management agrees to provide Contingency Disposal Services upon the County Administrator's written request.

Waste Management will provide the Contingency Disposal Services on the same terms as Section III.F.5 of the Global Amendment, including all disposal capacity previously provided by Wheelabrator Environmental Systems Inc. (WES) thereunder. Waste Management agrees to make available to the County (directly or to municipalities with interlocal agreements with

County for solid waste disposal services) total annual capacity of 1.5 million tons of disposal for Contracted Processable Waste at the Okeechobee Landfill (the 1.3 million tons per year described in the Global Amendment plus the additional 200,000 tons per year under the Increased Disposal Capacity Commitment).

B. Contingency Disposal Services Fee for Contracted Processable Waste, and Adjustment:

Waste Management will provide Contingency Disposal Services capacity for the same disposal fee, and using the same adjustment process, described in Part IV of this Capacity Schedule. This disposal fee is the only fee, charge, or cost (whether direct or indirect, including but not limited to loading costs) Waste Management will impose for such disposal service, other than Fee(s) Due to Change in Law as defined in Part IV.A of this Capacity Schedule, and subject to the same limitations thereon.

C. Cost Limitations:

Waste Management is not required to cover transportation costs to the Okeechobee Landfill or other approved disposal facilities.

D. Alternate Disposal Facility:

Other than the amount of annual tonnage of Contracted Processed Waste subject to the Transportation Cost Commitment, Waste Management agrees to use commercially reasonable efforts to perform the Contingency Disposal Services by routing Contracted Processable Waste, through the transfer stations referenced under the Transfer Station Commitment or Other Transfer Stations, for disposal at the Okeechobee Landfill.

D. Exclusions:

As stated in Section 3.3 of the Agreement, County is not required to commit to Waste Management any Contracted Processable Waste that is:

- (1) Recycled, reused, composted, or source separated for the purpose of recovering material(s) at any County-approved facility;
- (2) Processed at the Wheelabrator South Broward waste-to-energy facility (4400 South State Road 7, Fort Lauderdale, FL 33314); or
- (3) Processed at any other waste-to-energy facility within Broward County or a neighboring county.

VII. Backup Rates and Fallback Terms.

The Parties acknowledge that, like the disposal services described in the Agreement, the services outlined in this Capacity Schedule are essential to public health and safety. Accordingly, the Agreement provides for “suspension” (under Sections 2.12.3.1 and 2.12.3.2) if, among other occurrences, any commitment or services addressed in this Capacity Schedule is unenforceable or invalid, including because of the failure of some implied condition, drafting issue, or judicial action. For that reason, it benefits each Party to ensure that, if the rates as specified above in this Capacity Schedule are determined to be unenforceable or invalid, the Agreement includes mechanisms to ensure continuity of services. Accordingly, if any of the rates specified in this Capacity Schedule are rendered unenforceable, for any reason including circumstances beyond the control of either Party, the Parties agree to negotiate new rates in good faith for a period of up

to thirty (30) months, and, during such period of negotiation, Waste Management shall continue to provide the services described in this Capacity Schedule at the then-existing rates to ensure the continued performance of these essential services for the health and safety of the public.

ITEM #33₍₂₎

(Exhibit 40 – Updated Letter from
Waste Management)

ADDITIONAL MATERIAL
PUBLIC HEARING

FEBRUARY 25, 2025

SUBMITTED AT THE REQUEST OF
COUNTY ATTORNEY’S OFFICE

LAW OFFICES
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VOIGT, ADAIR & DISHOWITZ, LLP**

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OF COUNSEL
SCHERIL MURRAY POWELL, P.A.
JODIE M. SIEGEL, P.A.

January 27, 2025

Andrew J. Meyers, County Attorney
BROWARD COUNTY
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, Florida 33301

Re: Monarch Hill – Voluntary Commitment Letter of January 14, 2025

Dear Drew,

On January 14, 2025, I tendered a Voluntary Commitment Letter to Mayor Furr and the Broward County Commission on behalf of Waste Management Inc. of Florida. Since that time, we have proposed a more detailed Agreement to the County and would like to make two updates to my January 14, 2025 letter so that the terms of the letter reflect the terms of that Agreement.

Specifically, on page 8 of my January 14th letter, please modify the first full line of that page by deleting the phrase “At the January 28, 2025 County Commission meeting”. In addition, on the last two lines of page 8, the following language can be deleted “... regarding whether to approve the applicable agenda items on January 28, 2025.”.

Should you have any questions regarding these deletions, please do not hesitate to contact me.

Yours truly,



C. WILLIAM LAYSTROM, JR.
For the Firm

CWL:lv

cc: Lisa Silva, Senior Counsel

CORRECTED

ORDINANCE NO. 2025-11

1 AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE
2 AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE
3 BROWARD COUNTY MUNICIPAL SERVICES DISTRICT FUTURE LAND USE MAP OF
4 THE BROWARD COUNTY COMPREHENSIVE PLAN; AND PROVIDING FOR
5 SEVERABILITY AND AN EFFECTIVE DATE.

6 (Sponsored by the Board of County Commissioners)
7

8 WHEREAS, Broward County adopted the Broward County Comprehensive Plan on
9 April 25, 2017 (the Plan);

10 WHEREAS, the Florida Department of Commerce (f/k/a Department of Economic
11 Opportunity) has found the Plan in compliance with the Community Planning Act;

12 WHEREAS, Broward County now wishes to propose an amendment to the Broward
13 Municipal Services District Future Land Use Map;

14 WHEREAS, the Resilient Environment Department, as the local planning agency for
15 the Broward Municipal Services District Future Land Use Map of the Broward County
16 Comprehensive Plan, held its hearing on June 2, 2021, with due public notice;

17 WHEREAS, the Board of County Commissioners held an adoption public hearing on
18 January 23, 2024, at 10:00 a.m., having complied with the notice requirements specified in
19 Section 163.3184(11), Florida Statutes, at which public comment was accepted and
20 considered;

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

Approved BCC 2/25/25 #34
Submitted By Urban Planning
RETURN TO DOCUMENT CONTROL

**Document being re-recorded due to new legislation language being added. ** Instrument #120080915

21 WHEREAS, landfills provide a necessary public health function and a convenient solid
22 waste disposal location, the benefits of which are diffused across multiple communities
23 throughout the region;

24 WHEREAS, landfills can also impose negative externalities on a host community due
25 to, among other potential impacts, additional noise, odors, increased traffic, and stigma;

26 WHEREAS, most local landfills have been replaced with larger, regional landfills,
27 which further diffuse the benefits of the landfill across an even larger population throughout
28 the region and further concentrate the detrimental impacts on a host community;

29 WHEREAS, the Waste Management property includes one such regional landfill,
30 which will be enlarged by the proposed additional development;

31 WHEREAS, the proposed additional development of the Waste Management property
32 will impact the provision of solid waste disposal and other services by the County, and will
33 create operational impacts for Broward County properties including the Broward County
34 Landfill;

35 WHEREAS, the proposed additional development of the Waste Management property
36 will provide Waste Management with economies of scale;

37 WHEREAS, Waste Management has undertaken several voluntary commitments,
38 including a voluntary commitment to pay the County a host charge, which voluntary
39 commitments will be contained in a restrictive covenant that will run with the land and
40 encumber the property and, as determined appropriate, will be stated in a separate
41 contractual document incorporated into the declaration containing the applicable restrictive
42 covenants;

43 WHEREAS, the Board will dedicate the proceeds of the host charge to help mitigate
44 potential negative externalities and impacts, known and unknown, resulting from the

applicable land use plan amendment and subsequent additional development of the Waste Management property, including, without limitation, and to the extent Waste Management is not primarily or otherwise legally obligated to do so, to: offset or otherwise address potential environmental impacts of the regional landfill, whether presently known or unknown; offset presently known or unknown direct and indirect impacts to the County-owned landfill and other elements of the current system for recycling and disposal of solid waste within Broward County; offset additional costs the County may incur to transport municipal solid waste to alternate disposal facilities; repair damage to roads and highways affected by the presence and use of the Waste Management property; offset costs not legally borne by other parties, including Waste Management, related to remediation and monitoring of closed or abandoned facilities located within the Waste Management property now or in the future; and offset potential costs of infrastructure improvements necessitated by the presence and use of the Waste Management property;

WHEREAS, the Board will utilize the host charge only to address such impacts and otherwise, as determined by the Board, to benefit the County's residents and businesses in connection with solid waste disposal including, without limitation, to: offset the costs of recycling and solid waste management; enhance litter control programs; expand public education efforts for solid waste management, recyclable materials management, hazardous waste management, and litter control; if necessary, acquire property and interests in property adjacent to or in reasonable proximity to the Waste Management property upon a determination by the County that such acquisition will serve beautification, environmental, buffering, or recreational purposes such as will ameliorate the impact of the Waste Management property; administer and implement regional solid waste planning; and allocate

funds received in any fiscal year from the host charge to a reserve fund designated for use for the above purposes in future fiscal years;

WHEREAS, although not a requirement of this land use amendment, the voluntarily offered host charge has a direct and substantial relationship with Waste Management's proposed development and the Board finds it is roughly proportional to the impact of that development;

WHEREAS, the Board of County Commissioners, after due consideration of all matters, hereby finds that the following amendment to the Plan is consistent with the State Plan, Regional Plan, and the Plan; complies with the requirements of the Community Planning Act; and is in the best interests of the health, safety, and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes a Broward County permitted small scale amendment to the Plan pursuant to Section 163.3187(1), Florida Statutes,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The Broward Municipal Services District Future Land Use Map is hereby amended by Amendment 20-M1, set forth in Attachment A, attached hereto and incorporated herein.

Section 2. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such

determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 3. Effective Date.

(a) The effective date of the plan amendment set forth in this Ordinance shall be the later of:

(1) Thirty-one (31) days after the adoption of this Ordinance;

(2) The date a final order is issued by the Florida Department of Commerce (f/k/a Department of Economic Opportunity) or the Administration Commission finding the amendment to be in compliance;

(3) If the Florida Department of Commerce (f/k/a Department of Economic Opportunity) or the Administration Commission finds the amendment to be in noncompliance, pursuant to Section 163.3184(8)(b), Florida Statutes, the date the Board of County Commissioners nonetheless elects to make the plan amendment effective notwithstanding potential statutory sanctions;

(4) If a Declaration of Restrictive Covenants is applicable, as per Attachment B, the date the Declaration of Restrictive Covenants is recorded in the Public Records of Broward County; or

(5) If recertification of the municipal land use plan amendment is required, the date the municipal amendment is recertified.

(b) This Ordinance is effective as of the date provided by law.

ENACTED February 25, 2025

FILED WITH THE DEPARTMENT OF STATE March 4, 2025

EFFECTIVE March 4, 2025

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Maite Azcoitia 03/04/2025
Maite Azcoitia (date)
Deputy County Attorney

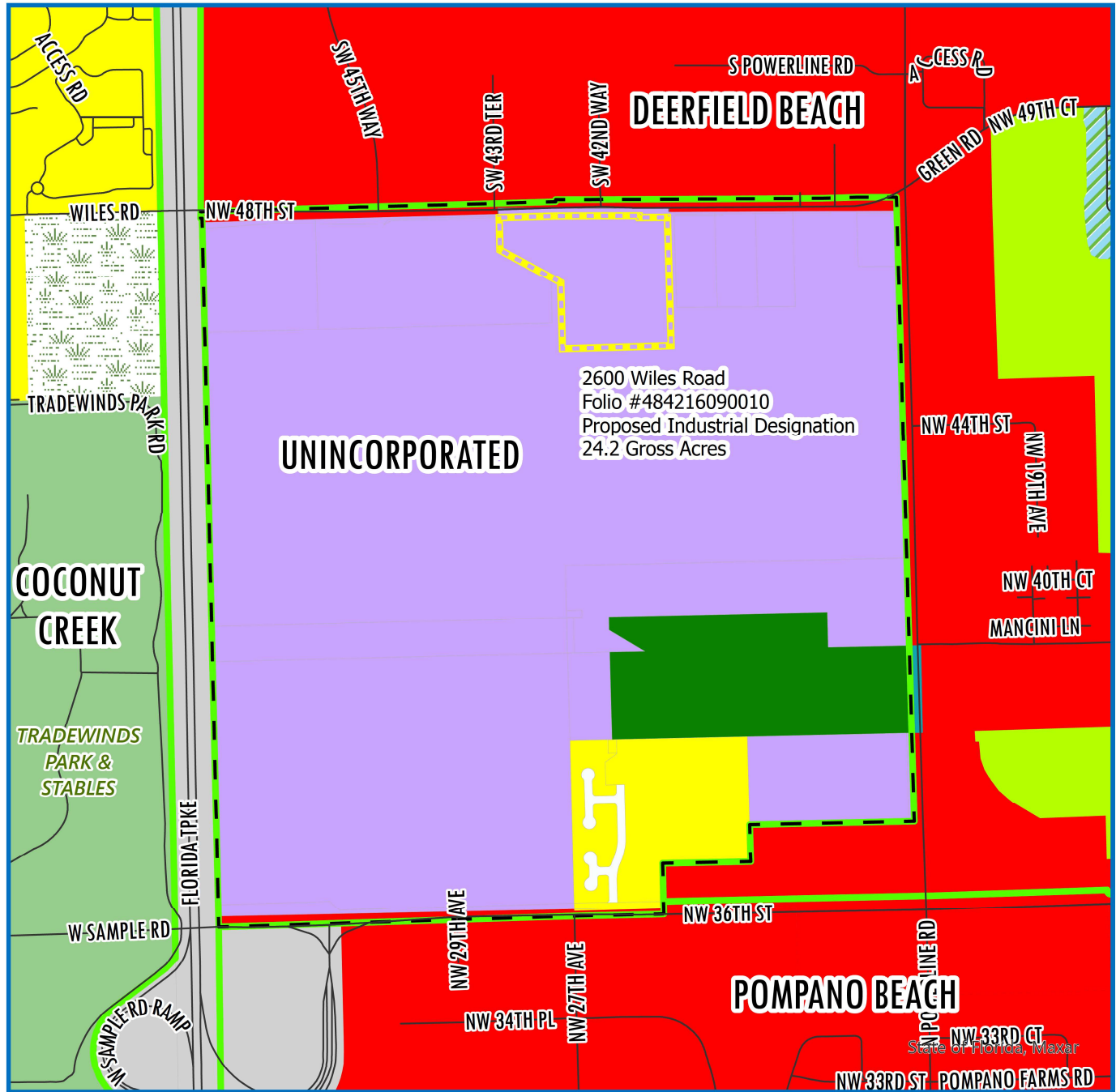
MA/gmb
FLUM20-M1 Broward Municipal Services District Ordinance – Small Scale
03/04/2025
#80041

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

Attachment A



Amendment 20-M1 Proposed Future Land Use Map

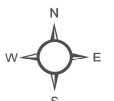


- | | | | |
|---------------------------------|----------------------------------|-------------------------------------|----------------------------------|
| — Streets | Unincorporated Future Land Use | Broward County Future Land Use | Community |
| Site Location - 2600 Wiles Road | Low (5) Residential | Low (5) Residential | Electrical Generation Facilities |
| Unincorporated Area Boundary | Electrical Generation Facilities | Irregular Residential | Transportation |
| Broward Municipalities | Industrial | Commerce | |
| | Transportation | Conservation - Natural Reservations | |
| | Utilities | Recreation and Open Space | |
| | Right of Way | Commercial Recreation | |

Prepared by:
Planning and Development Management Division
Environmental Protection and Growth Management Department

This map is for conceptual purposes only and should not be used for legal boundary determinations.

500 250 0 500 Feet



ORDINANCE NO. 2025-12

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO WASTE LIMITATION; AMENDING SECTION 14-2 OF THE BROWARD COUNTY CODE OF ORDINANCES ("CODE"); PROHIBITING OPERATORS OF SOLID WASTE MANAGEMENT FACILITIES FROM LANDFILLING CERTAIN SPECIFIED WASTE; AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

(Sponsored by Vice-Mayor Beam Furr)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 14-2 of the Broward County Code of Ordinances is hereby

Sec. 14-2. Regulations generally.

(a) *Purpose and Intent.* It is the purpose and intent of this section to exercise the police powers of the county and authority granted to the county pursuant to Chapter 403, ~~F.S.~~ Florida Statutes, to plan for and regulate the disposal of processable waste in the most feasible and environmentally safe manner and to conserve the limited landfill capacity available in Broward County. In order to accomplish these goals and the duties and obligations imposed on the county by law, all operators of solid waste management facilities shall be prohibited from landfilling within Broward County: (i) any processable waste in excess of one thousand (1,000) tons per day at any facility so long as there exists capacity at any operating resource recovery facilities in the county which ~~that~~ are available to accept and dispose of processable waste; and (ii) "garbage," as that

term is defined in Rule 62-701.200, Florida Administrative Code, within any portion of the solid waste management facility that is located above an elevation of two hundred twenty-five (225) feet National Geodetic Vertical Datum (NGVD), except during a disaster declared by any level of government, including federal, state, or local, or as directed by the County following an express finding by the Board of County Commissioners or by the County Administrator, if during the Board's recess) that the landfilling of "garbage" as would otherwise be prohibited is in the best interests of the public. Nothing herein shall prohibit the landfilling of "Class III waste," "construction and demolition debris," "sludge" (excluding liquid sludge), "ash residue," "bottom ash," or "fly ash," as those terms are defined in Rule 62-701.200, Florida Administrative Code, or nonhazardous soils.

...

Section 2. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 3. Inclusion in the Broward County Code of Ordinances.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance become part of the Broward County Code of Ordinances as of the effective date. The sections of this Ordinance may be renumbered or relettered and the word

"ordinance" may be changed to "section," "article," or such other appropriate word or phrase to the extent necessary to accomplish such intention.

Section 4. Effective Date.

This Ordinance is effective as of the date provided by law.

ENACTED February 25, 2025

FILED WITH THE DEPARTMENT OF STATE February 26, 2025

EFFECTIVE February 26, 2025

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Alexis Marrero Koratich 09/23/2024
Alexis Marrero Koratich (date)
Assistant County Attorney

By: /s/ Maite Azcoitia 09/23/2024
Maite Azcoitia (date)
Deputy County Attorney

AIK/gmb
Waste Limitation Ordinance
02/27/2025
#70056.0070

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO HEIGHT LIMITATIONS FOR LANDFILLS WITHIN THE AGRICULTURAL-DISPOSAL A-6 DISTRICT; AMENDING SECTION 39-464 OF THE BROWARD COUNTY CODE OF ORDINANCES ("CODE"); AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

(Sponsored by Mayor Beam Furr)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 39-464 of the Broward County Code of Ordinances is hereby amended to read as follows:

Sec. 39-464. Limitations of uses.

Any plot utilized for a dump, sanitary landfill, incinerator, or resource recovery facility shall be used, operated, and maintained in accordance with the following regulations:

...

- (6) Maximum height of a landfill shall not exceed ~~one hundred twenty-five (125)~~ three hundred twenty-five (325) feet ~~above adjacent ground level~~ National Geodetic Vertical Datum ("NGVD").

21 Section 2. Severability.

22 If any portion of this Ordinance is determined by any court to be invalid, the invalid
23 portion will be stricken, and such striking will not affect the validity of the remainder of this
24 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
25 legally applied to any individual, group, entity, property, or circumstance, such
26 determination will not affect the applicability of this Ordinance to any other individual,
27 group, entity, property, or circumstance.

28 Section 3. Inclusion in the Broward County Code of Ordinances.

29 It is the intention of the Board of County Commissioners that the provisions of this
30 Ordinance become part of the Broward County Code of Ordinances as of the effective
31 date. The sections of this Ordinance may be renumbered or relettered and the word
32 "ordinance" may be changed to "section," "article," or such other appropriate word or
33 phrase to the extent necessary to accomplish such intention.

