

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as defined below) by and between Broward County, Florida, a political subdivision of the State of Florida, (the "County") and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a "Plaintiff Municipality," collectively, the "Plaintiff Municipalities") and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Service, as amended, (the "Interlocal Agreement") that timely approve and execute this Agreement (individually each is a "Non-Plaintiff ILA Municipality," collectively, the "Non-Plaintiff ILA Municipalities") (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities that timely approve and execute this Agreement are the "Settling Municipalities").

RECITALS:

WHEREAS, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the "District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered, and disposed of at designated District waste disposal facilities;

WHEREAS, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities;

WHEREAS, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit "A" (the "2012 Tonnage Schedule");

WHEREAS, the Interlocal Agreement expired on July 2, 2013;

WHEREAS, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County (including the unincorporated portions of Broward County) upon the expiration of the Interlocal Agreement;

WHEREAS, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District;

WHEREAS, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-

015660 (the "Litigation"), which sought a declaration regarding the assets and liabilities subject to equitable distribution;

WHEREAS, on January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation;

WHEREAS, the Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse;

WHEREAS, thereafter, representatives of the parties to the Litigation entered into negotiations regarding conceptual terms of a possible settlement; and

WHEREAS, the Settling Municipalities and the County desire to fully and finally settle the Litigation under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. **Recitals**: The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. **Real Property**:

A. Identification of Properties.

1. *South Resource Recovery Site including the Ash Monofill*. The South Resource Recovery Site including the Ash Monofill (which includes property appraiser parcel numbers 504125200010, 504125200020, and 504125200021, and all property upon which the south resource recovery facility, including the ash monofill, plant, and related improvements are located), all as depicted in Exhibit "B" attached and incorporated into this Agreement by this reference (the "Ash Monofill");

2. *BIC Landfill*. The Broward Interim Contingency Landfill a/k/a Southwest Regional Landfill, including property appraiser parcel number 513903030010, as depicted in Exhibit "C" attached and incorporated into this Agreement by this reference (the "BIC Landfill");

3. *Mitigation Properties*. All mitigation properties associated with the Ash Monofill and BIC Landfill, as set forth in the documents attached and incorporated into this Agreement by this reference as Exhibit "D" (the "Mitigation Properties"); and

4. *Alpha 250*. Alpha 250 North, Parcel E, as shown in the plat for Alpha 250 North, recorded in Plat Book 180 at page 14 of the Public Records of Broward County, Florida, as depicted on the aerial attached and incorporated into this Agreement by this reference as Exhibit "E" ("Alpha 250").

B. Treatment of Properties.

1. *County Retained Properties.* The Settling Municipalities and the County acknowledge and agree that the Ash Monofill, BIC Landfill, and the Mitigation Properties (collectively, the "Retained Properties") are owned and shall continue to be owned by the County, and the Settling Municipalities renounce any right in and to the Retained Properties, except as expressly stated in this Agreement and except for any current, express, contractual right to use any Retained Property for solid waste disposal for the length of the contractual period.
 2. *County Use of Retained Properties.* As owner of the Retained Properties, the County has the right to use the Retained Properties and any and all revenues derived therefrom, to make the Retained Properties available for the use of others (including, for consideration, under contracts for solid waste disposal), and to convey or dispose of the Retained Properties (subject to the limitations and terms stated in Section 2(C) of this Agreement) on the terms and conditions determined by the County in its sole discretion (subject to any legal prohibitions or requirements).
 3. *Sale of Alpha 250.* The Settling Municipalities and the County agree that Alpha 250 shall be sold (or paid for by the County) subject to the terms and conditions of Section 4 of this Agreement with all proceeds to be distributed as provided in Section 4.
- C. *Restriction on Sale of BIC Landfill.* The County shall not sell the BIC Landfill within 10 years after the Effective Date (as defined below), except with the prior written consent of each and every Settling Municipality. Any lease of over 50% of the BIC Landfill for a period exceeding thirty (30) years (including renewal options) shall be deemed to be a sale. Except with regard to a lease deemed to be a sale as provided in the preceding sentence, the parties agree that nothing in this Agreement or in any prior agreement between any of the parties hereto limits the County's right, at any time, to lease any portion of the BIC Landfill to generate revenue, provided that any lease payments received within ten (10) years after the Effective Date shall be used to pay for regional solid waste disposal facilities (acquisition, operation, maintenance, etc.) or services including, if desired by the County, regional recycling services. Within sixty (60) days after the Effective Date, the County shall record, in the Official Real Property Records of Broward County, Florida, a Memorandum of Settlement Agreement providing the Effective Date and stating the terms of this paragraph.
3. **Cash Payment to Settling Municipalities:** Within 30 days after the Effective Date, the County shall pay \$32,000,000 (Thirty-Two Million Dollars) less the deductions stated in Section 3(A) and (B) below (\$32,000,000 minus the deductions stated below is the "Cash Amount") into a trust account designated by the Plaintiff Municipalities, which funds shall be distributed as provided in Section 3(C) below.

A. *Unincorporated Area Deduction.* The County's pro rata share allocation (1.2871%) for the unincorporated area based on the 2012 Tonnage Schedule shall be deducted and retained by the County.

B. *Non-Settling ILA Municipality Deduction.* It is anticipated that some or all of the 8 municipalities that were a party to the Interlocal Agreement that are not a party to the Litigation will approve and execute this Agreement. For any of these eight municipalities that do not timely approve and execute this Agreement, and, with regard to the waiver referenced in Section 11(C) below, for any Plaintiff Municipality that does not timely approve and execute this Agreement (each is a "Non-Settling ILA Municipality"), their pro rata share (based on the 2012 Tonnage Schedule) shall be deducted and shall be retained by the County (nothing herein restricts the County's right, or requires the County, to distribute any of such funds to any Non-Settling ILA Municipality).

C. *Distribution of Cash Amount.* The Cash Amount shall be distributed to the Settling Municipalities pursuant to the terms of a separate agreement among the Settling Municipalities (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule) (the "Settling Municipalities Agreement").

4. Alpha 250 Property Sale:

A. Alpha 250 is currently vacant and undeveloped, and has not been used for any solid waste disposal purposes. If the County retains Alpha 250, it could potentially be used as a transfer station. The parties acknowledge that the sale of Alpha 250 contemplated by this Agreement would make the property unavailable for use by the County as a future transfer station, although any purchaser of the Alpha 250 property could potentially put the property to such use.

B. *Removal of Deed Restrictions.* Within 45 days after the Effective Date (or at the first County Commission public hearing thereafter if a delay is necessary due to a County Commission recess), and in accordance with all public hearing requirements, the County agrees to remove the deed restrictions placed on Alpha 250 pursuant to the Declaration of Covenants and Restrictions dated June 4, 2013. Additionally, to the extent practicable, the County shall work with the Settling Municipalities to address any and all other title encumbrances or restrictions within the County's control that may negatively impact the market value of Alpha 250.

C. *Sale of Alpha 250.* The County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell Alpha 250. The County shall conduct the sales process by sealed competitive bid to the highest responsive and responsible bidder, with input (regarding the solicitation specifications) from the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, in accordance with Section 1-4 of the Broward County Code and

applicable state law. The County shall commence the sales process within 60 days after the Effective Date. To the extent permissible under applicable law, if a majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston notify the County in writing, by email to the County Administrator and Chief Deputy County Attorney (Bertha Henry at bhenry@broward.org with a copy to Andrew Meyers at ameyers@broward.org), within fifteen (15) business days after the bid opening that they believe the sales price is inadequate, the County shall reject all bids as being too low and otherwise not in the best interest of the County. If that occurs, a second and final sales process shall commence between twelve and eighteen months thereafter (with the timing determined by the County after consideration of input from the five Mayors). In the first sales process (unless the majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston notify the County that they believe the sales price is too low as referenced above) and, if applicable, in the second sales process, the County may reject all bids consistent with applicable law and, instead of selling Alpha 250, agree to pay the net amount that would have been realized through a sale to the highest responsible and responsive bidder. Payment of that net sales amount shall fully satisfy the County's obligations under this Agreement related to the sale of Alpha 250.

D. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County's receipt of the Alpha 250 sales proceeds (or within 30 days after the County's decision to purchase Alpha 250 consistent with Section 4(C) above), the County shall pay into a trust account designated by the Plaintiff Municipalities an amount equal to the net proceeds from the sale (after deducting all sales related expenses, including appraisal costs), minus the County's pro rata share for the unincorporated areas based on the 2012 Tonnage Schedule (and also minus the pro rata allocation to any Non-Settling ILA Municipality). The funds paid into the referenced trust account shall be distributed to the Settling Municipalities pursuant to the terms of the Settling Municipalities Agreement (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule).

E. *Wetlands Mitigation Properties.* Pursuant to a February 24, 2009 Irrevocable License Agreement (the "License Agreement") between Broward County and Industrial Developments International, Inc. ("IDI"), IDI is required to perpetually maintain, at its expense, the wetlands mitigation properties associated with Alpha 250, which are not part of the Mitigation Properties identified in Exhibit D. The County shall assign its rights in and to the License Agreement to any purchaser of Alpha 250, and as part of the purchase transaction that purchaser shall agree to assume such maintenance obligation that is allocable to the purchased Alpha 250 parcel to the extent IDI ceases to perform the obligation.

5. **Solid Waste and ILA related Funds in County's Possession:** All remaining solid waste and Interlocal Agreement related funds currently in the possession of the County, and all future revenues generated by, resulting from, relating to, or received in connection with the Retained Properties (and Alpha 250 if the County pays for and retains it consistent with the terms of this Agreement) or generated by, resulting from, relating to, or received in connection with any agreement expressly providing for the payment of any sums to the County in connection with solid waste disposal services or facilities (except to the extent any provision of any such agreement expressly provides for the payment of any sums to any Settling Municipality), belong to the County for use by the County as it determines in its sole discretion.

6. **Liabilities Related To Use of Retained Properties:** Any and all liabilities resulting from, related to, or in connection with the past, present, or future use of any of the Retained Properties by any party to this Agreement shall be determined pursuant to applicable federal and state laws and regulations, including without limitation RCRA, CERCLA, and Chapters 376 and 403, Florida Statutes, without regard to any provision in any prior agreement between the County and that party (including any provision of the Interlocal Agreement or any amendment thereto).

7. **Release from Claims:** Each Settling Municipality hereby releases the County, and the County hereby releases each Settling Municipality, from all claims resulting from or arising out of the Interlocal Agreement (except with regard to any claim for contribution or similar claim based on any environmental contamination, which shall be addressed consistent with Section 6 above). This release does not extend to any claim based on any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

8. **Settlement of Disputed Claims:** The Settling Municipalities and the County acknowledge that this Agreement represents a settlement of disputed claims and is not an admission by either party of any wrongdoing.

9. **Dismissal of Litigation:** All Plaintiff Municipalities entering into this Agreement agree to file a Notice of Voluntary Dismissal with Prejudice in the Litigation within 5 business days after the County pays the Cash Amount in accordance with Section 3 of this Agreement.

10. **Attorney's Fees and Costs:** The Settling Municipalities and the County shall each be responsible for their own respective attorneys' fees and costs (including their own respective experts' costs) incurred as a result of the Litigation and this Agreement (except that the Settling Municipalities' respective attorneys' fees and costs, and expert costs, shall be paid by the Settling Municipalities as provided in the Settling Municipalities Agreement).

11. **Approval Process; Conditions Precedent; Effective Date:**

A. *Approval by Five Plaintiff Municipalities.* This Agreement shall be presented for approval at public Commission meetings held by Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, and these five cities shall vote on the Agreement at public meetings by March 20, 2015 (or no later than the first City Commission public meeting thereafter if a delay is necessary due to a City Commission recess). Counsel for these municipalities shall provide email notice of the outcome of each of these votes to Andrew Meyers at ameyers@broward.org within three (3) business days after the vote occurs.

B. *County Commission Approval.* If this Agreement is approved by all five cities in accordance with Section 11(A) above, the County Commission shall vote on this Agreement at a public meeting held within 30 days after formal approval of this Agreement by the last of these five cities (or no later than the first County Commission public meeting thereafter if a delay is necessary due to a County Commission recess). If approved by the County Commission, this Agreement shall then be presented for approval at public Commission/Council meetings at each of the remaining Plaintiff Municipalities and at each other municipality that was a party to the Interlocal Agreement that wishes to consider joining this Agreement.

C. *Condition Precedent; County Waiver.* To be effective, this Agreement must be approved and executed by all Plaintiff Municipalities and the County within one hundred twenty (120) days after formal approval of this Agreement by the County Commission in accordance with Section 11(B) above. If fewer than all Plaintiff Municipalities approve and execute this Agreement, the County may waive this condition in writing within thirty (30) days after such one hundred twenty (120) day period, in which event this Agreement shall be effective with regard to all parties timely approving and executing this Agreement, and the County shall retain the pro rata distributions that would otherwise have been provided to the Plaintiff Municipality had it timely approved and executed this Agreement (without any deduction for costs or attorneys' fees).

D. *Effective Date.* The date of the last approval and execution of this Agreement by a Plaintiff Municipality, or, if not all Plaintiff Municipalities approve and execute, the date on which the County waives the condition in writing as provided in Section 11(C), is the "Effective Date" of this Agreement.

12. **Notices:** Except as otherwise specified in this Agreement, any notices required under the terms and conditions of this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, as follows:

As to County:

Bertha Henry, County Administrator
Broward County
115 S. Andrews Avenue, Room 409

Fort Lauderdale, FL 33301

With a copy to:

Andrew J. Meyers, Esq.
Chief Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

As to Settling
Municipalities:

See Notice Recipient on each
Settling Municipality's signature page

With a copy to:

Jamie Alan Cole, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
200 East Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301

13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated by or the subject matter of the Agreement. This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the parties to this Agreement. This Agreement does not supersede or cancel any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

14. **Headings:** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

15. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

16. **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Venue:** If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

18. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto.

19. **Severability:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to

negotiate in good faith to modify that portion of the Agreement in a manner designed to effectuate the original intent of the parties.

20. **Advice of Counsel:** Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and documentation of the settlement, this Agreement, and the Exhibits to this Agreement.

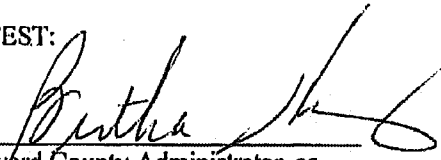
21. **Use of Funds Distributed Under This Agreement:** Each recipient of funds distributed under this Agreement has the right and the responsibility to use the funds as it determines in its sole discretion subject to any legal prohibitions on or requirements regarding such use.

**SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE
SETTLING MUNICIPALITIES RELATING TO THE RESOURCE RECOVERY BOARD ASSET
LITIGATION**

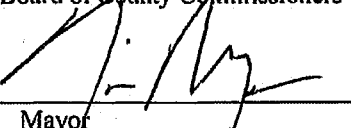
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 7th day of April, 2015, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

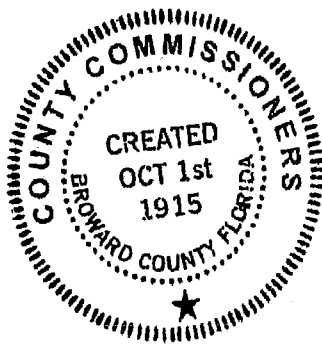
BROWARD COUNTY

ATTEST:

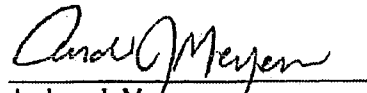

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor
7th day of April, 2015



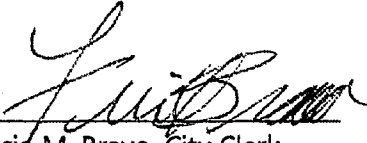
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Andrew J. Meyers
Chief Deputy County Attorney
2nd day of April, 2015

CITY OF SUNRISE
10770 W. OAKLAND PARK BOULEVARD
SUNRISE, FLORIDA 33351

CITY OF SUNRISE

ATTEST:


Felicia M. Bravo, City Clerk

By: 
Michael J. Ryan, Mayor
23rd day of April, 2015

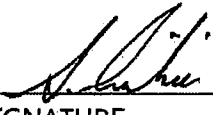
Approved as to form and legality:

By: 
Kimberly A. Kisslan, City Attorney
15th day of April, 2015

By: 
Richard D. Salamon, City Manager
16th day of April, 2015

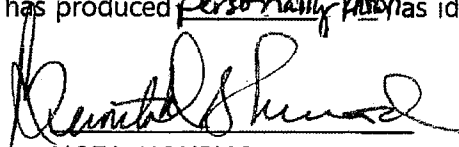
WITNESSES


SIGNATURE
Lourdes Lawrence
Print Name


SIGNATURE
Salvatore Ciolino
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 23rd, 2015, by Michael J. Ryan, as Mayor of the City of Sunrise, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced personally known as identification and did (did not) take an oath.


NOTARY PUBLIC
State of Florida at Large

My commission expires:

PRINTED Name of Notary



BERNITA D. SHERROD
MY COMMISSION # FF 150601
EXPIRES: October 5, 2018
Bonded Thru Budget Notary Services

CITY OF WESTON
17200 Royal Palm Boulevard, Weston, Florida 33326

CITY OF WESTON

ATTEST:

By: Patricia A. Bates
Patricia A. Bates, City Clerk

By: [Signature]
Daniel J. Stermer, Mayor
4th day of May, 2015

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: [Signature]
Jamie Alan Cole, City Attorney
4th day of May, 2015

By: [Signature]
John R. Flint, City Manager
5th day of May, 2015

WITNESSES

[Signature]
SIGNATURE
JAMIE ALAN COLE
Print Name

Patricia A. Bates
SIGNATURE
PATRICIA A. BATES
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 4th, 2015, by Daniel J. Stermer, as Mayor of City of Weston, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires: 2/6/16

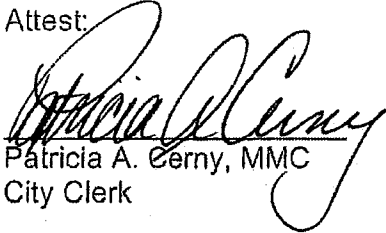


Patricia A. Bates
COMMISSION #EE167057
EXPIRES: FEB. 06, 2016
WWW.AARONNOTARY.COM

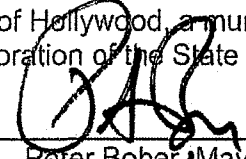
Patricia A. Bates
NOTARY PUBLIC
State of Florida at Large
PATRICIA A. BATES
PRINTED Name of Notary

CITY OF HOLLYWOOD: Wazir A. Ishmael, Ph.D., City Manager 2600 Hollywood Boulevard, Room 421, Hollywood, Florida 33020

Attest:

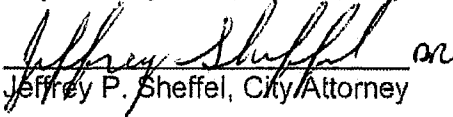

Patricia A. Cerny, MMC
City Clerk

City of Hollywood, a municipal
corporation of the State of Florida

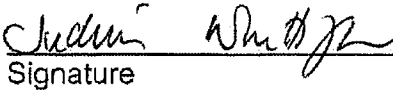
By: 
Peter Bober, Mayor

Date: 5/20/15

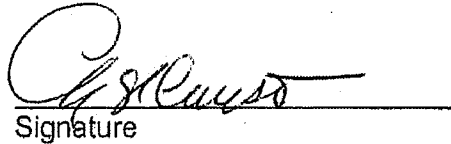
Approved as to Form & Legality
for the use and reliance of the
City of Hollywood, Florida, only.


Jeffrey P. Sheffel, City Attorney

WITNESSES:


Signature

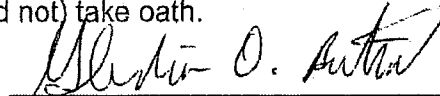
Judith Whittingham
Print Name


Signature

Nancy Ellen Caruso
Print Name

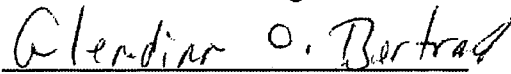
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 20, 2015,
by Peter Bober, as Mayor of City of Hollywood, Florida, a political
Subdivision of the State of Florida, who is personally known to me or who has produced
_____, as identification and did (did not) take oath.

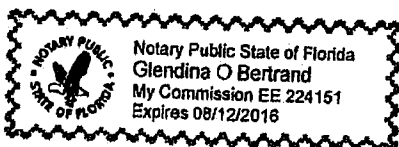


NOTARY PUBLIC

State of Florida at Large


Printed Name of Notary

My commission expires:



By: _____
Andrew J. Meyers
Chief Deputy County Attorney
____ day of _____, 2015

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature] for
Lee R. Feldman, City Manager

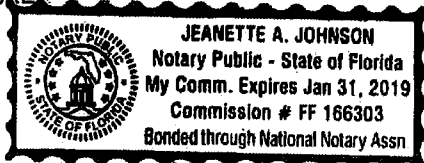
Approved as to form:

[Signature]
Cynthia A. Everett, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st of June, 2015, by John P. "Jack" Seiler as mayor for the City of Fort Lauderdale, a Florida municipality.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary Public)

Jeanette A. Johnson
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

CITY OF LAUDERHILL
Charles Faranda, City Manager
5581 West Oakland Park Boulevard
Lauderhill, FL 33313

ATTEST:

Andrea M. Anderson
Andrea Anderson, City Clerk

Approved as to form and legality:

By: W. Earl Hall
W. Earl Hall, City Attorney

13 day of April, 2015

CITY OF LAUDERHILL

By: [Signature]
Richard J. Kaplan, Mayor

13 day of April, 2015

By: [Signature]
Charles Faranda, City Manager

13 day of April, 2015

WITNESSES

Angel Patti Rosenberg
SIGNATURE

Angel Patti Rosenberg
Print Name

Indira Gosine
SIGNATURE

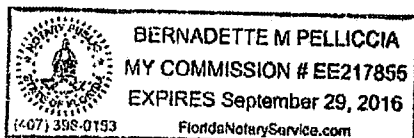
INDIRA GOSINE
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 13, 2015, by Richard J. Kaplan, as Mayor of the City of Lauderhill, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires:

Bernadette Pelliccia
NOTARY PUBLIC
State of Florida at Large
Bernadette Pelliccia
PRINTED Name of Notary



TOWN OF LAUDERDALE-BY-THE-SEA
4501 Ocean Drive Lauderdale-by-the-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

Tedra Smith
Tedra Smith, Town Clerk

By: Scot Sasser
Scot Sasser, Mayor

28 day of April, 2015

Approved as to form and legality:

By: Susan L. Trevarthen
Susan Trevarthen, Town Attorney

By: Constance Hoffmann
Constance Hoffmann, Town Manager

28th day of April, 2015

28th day of April, 2015

WITNESSES

Buren Gates
SIGNATURE

Karen Gates
Print Name

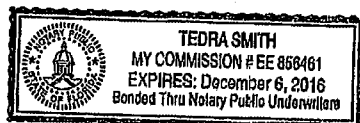
Edner Saint-Jean
SIGNATURE

EDNER SAINT-JEAN
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 28, 2015, by Scot Sasser ^{mayor} ~~Constance Hoffmann~~ as Town Mgr of LBTS, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires:



Tedra Smith
NOTARY PUBLIC
State of Florida at Large

Tedra Smith
PRINTED Name of Notary

CITY OF LIGHTHOUSEPOINT, 2200 NE 38 STREET, LIGHTHOUSE POINT, FL 33064
ATTN: JOHN LAVISKY, CITY ADMINISTRATOR

CITY OF LIGHTHOUSE POINT

ATTEST:

Jennifer M. Oh
Jennifer M. Oh, City Clerk

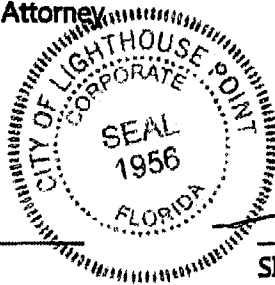
By: Glenn Troast
Glenn Troast, Mayor
28th day of April, 2015

Approved as to form and legality:
By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., City Attorney
28th day of April, 2015

By: John D. Lavisky
John D. Lavisky, City Administrator
28th day of April, 2015

WITNESSES

Ross Licata
SIGNATURE
Ross Licata
Print Name



Paul C. McCormick
SIGNATURE
Paul C. McCormick
Print Name

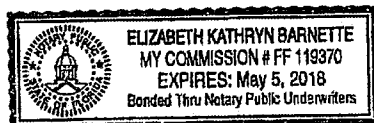
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 29th, 2015, by Glenn Troast, as Mayor of Lighthouse Point, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

Elizabeth Barnette
NOTARY PUBLIC
State of Florida at Large

My commission expires:

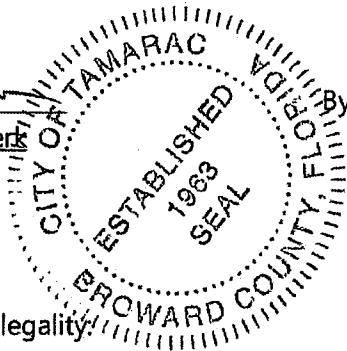
Elizabeth Barnette
PRINTED Name of Notary



CITY OF TAMARAC
OFFICE OF THE CITY CLERK
7525 N.W. 88TH AVENUE
TAMARAC, FLORIDA 33321

ATTEST:

for Patricia Teufel
PATRICIA TEUFEL, City Clerk



Harry Dressler
HARRY DRESSLER, Mayor

20 day of May, 2015

Approved as to form and legality:

By: Sam Goren
SAM GOREN, City Attorney

12th day of May, 2015

By: Michael C. Cernech
MICHAEL C. CERNECH, City Manager

14 day of May, 2015

WITNESSES

Gabriela Benavente
SIGNATURE

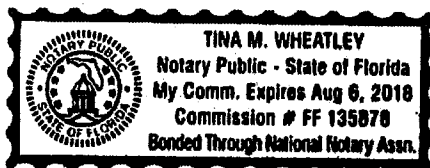
Gabriela Benavente
Print Name

Regina Shenardove
SIGNATURE

Regina Shenardove
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 14, 2015, by Michael Cernock as City Mgr of Tamarac, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced N/A, as identification and did (did not) take an oath.



My commission expires:

Tina M. Wheatley
NOTARY PUBLIC
State of Florida at Large

Tina M. Wheatley
PRINTED Name of Notary

TOWN OF DAVIE
6591 ORANGE DRIVE
DAVIE, FLORIDA 33314

TOWN OF DAVIE

ATTEST:

C Evelyn Rorig
Town Clerk

By: Judy Paul
Judy Paul, Mayor

19 day of May, 2015

Approved as to form and legality:

By: John Rayson
Town Attorney

19 day of May, 2015

By: Debra P. Lewis
Town Administrator

19 day of May, 2015

WITNESSES

Sheila D. Preston
SIGNATURE

Sheila D. Preston
Print Name

Laurel Serun
SIGNATURE

Laurel Serun
Print Name

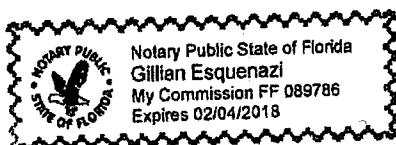
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 19, 2015, by Judy Paul, as Mayor of Town of Davie Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

Gillian Esquenazi
NOTARY PUBLIC
State of Florida at Large

My commission expires:

Gillian Esquenazi
PRINTED Name of Notary



CITY OF (Include Name and Address of Notice Recipient)

CITY OF Plantation

ATTEST:

Susan K. Slattery
Susan K. Slattery, City Clerk

By: Diane Veltri Bendekovic
Diane Veltri Bendekovic, Mayor

4 day of May, 2015

Approved as to form and legality:

By: Donald J. Furmy
Donald J. Furmy, City Attorney
4 day of May, 2015

By: N/A
_____, City Manager
____ day of _____, 2015

WITNESSES

Karin Walsh
SIGNATURE
KARIN WALSH
Print Name

Nancy Salafia
SIGNATURE
NANCY SALAFIA
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 4, 2015, by Diane Veltri Bendekovic, as Mayor of Plantation, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

Christine Guifarro
NOTARY PUBLIC
State of Florida at Large

My commission expires:

Christine Guifarro
PRINTED Name of Notary



CITY OF COCONUT CREEK
4800 West Copans Road
Coconut Creek, FL 33063

ATTEST:

Leslie Wallace May
Leslie Wallace May, City Clerk

CITY OF COCONUT CREEK

By: Rebecca A. Tooley
Rebecca A. Tooley, Mayor
16 day of May, 2015

Approved as to form and legality:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney
16 day of May, 2015

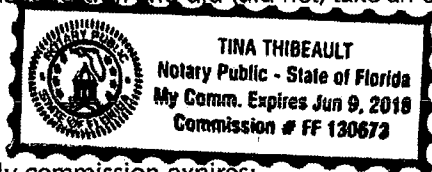
WITNESSES

Janice Ninesling
SIGNATURE
Janice Ninesling
Print Name

Dannette Grant Campbell
SIGNATURE
Dannette Grant Campbell
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 16, 2015, by Rebecca Tooley, as Mayor of Coconut Creek, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.



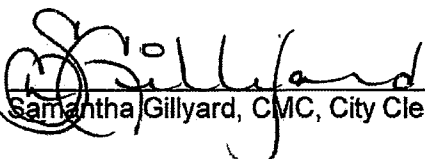
My commission expires:

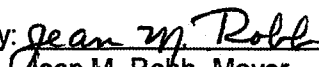
Tina Thibault
NOTARY PUBLIC
State of Florida at Large

Tina Thibault
PRINTED Name of Notary

CITY OF DEERFIELD BEACH

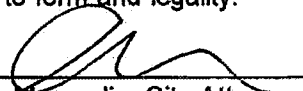
ATTEST:


Samantha Gillyard, CMC, City Clerk

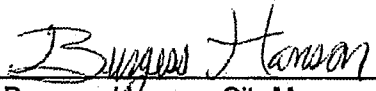
By: 
Jean M. Robb, Mayor

23rd day of April, 2015

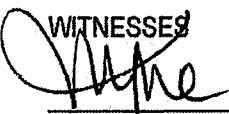
Approved as to form and legality:

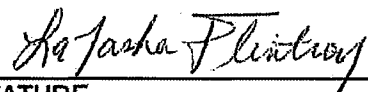
By: 
Andrew S. Maurodis, City Attorney

28th day of April, 2015

By: 
Burgess Hanson, City Manager

24 day of April, 2015

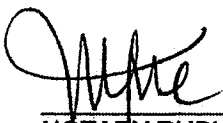
WITNESSES

SIGNATURE
Melissa Coyne
Print Name

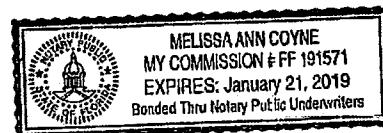

SIGNATURE
LaTasha Flintroy
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 24, 2015, by Burgess Hanson as City Manager of Deerfield Beach Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires:
January 2019


NOTARY PUBLIC
State of Florida at Large
Melissa Coyne
PRINTED Name of Notary



As to City of Deerfield Beach (Settling Municipalities):

As to City:

Samantha Gillyard, CMC, City Clerk
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With a copy to:

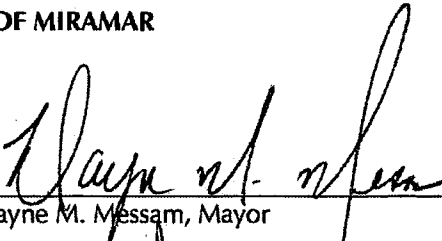
Andrew S. Maurodis, City Attorney
Law Office of Andrew Maurodis
710 E. Hillsboro Boulevard
Deerfield Beach, FL 33441

CITY OF MIRAMAR
2300 Civic Center Place, Miramar, Florida 33025

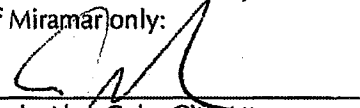
ATTEST:

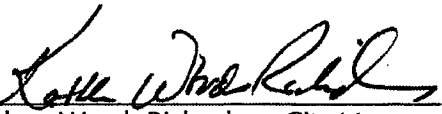
By: 
Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Wayne M. Messam, Mayor
20 day of May, 2015

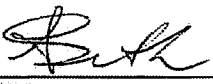
Approved as to form and legality
for the use of and reliance by the
City of Miramar only:

By: 
Jamie Alan Cole, City Attorney
20 day of May, 2015

By: 
Kathleen Woods-Richardson, City Manager
20 day of May, 2015

WITNESSES

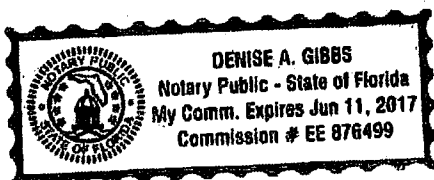

SIGNATURE
Elisa Eberhardt
Print Name

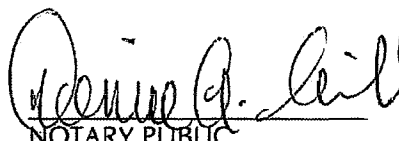

SIGNATURE
Allison Smith
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 20th May, 2015, by
Wayne M. Messam, as Mayor of City of Miramar, Florida, a political subdivision of the state of
Florida, who is personally known to me or who has produced _____, as identification
and did (did not) take an oath.

My commission expires:




NOTARY PUBLIC
State of Florida at Large
Denise A. Gibbs
PRINTED Name of Notary

CITY OF MARGATE, 5790 MARGATE BLVD., MARGATE, FL 33063

CITY OF MARGATE

ATTEST:

Joseph Kavanagh, City Clerk

By: Joanne Simone
Joanne Simone, Mayor

15th day of April, 2015

Approved as to form and legality:

By: Eugene M. Steinfeld, City Attorney

15th day of April, 2015

By: Douglas E. Smith
Douglas E. Smith, City Manager

15th day of April, 2015

WITNESSES

Jennifer M. Johnson
SIGNATURE
Print Name

Theresa Jones
SIGNATURE
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 15, 2015, by Joanne Simone Mayor, as Douglas E. Smith City Manager of City of Margate, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced, as identification and did (did not) take an oath.

My commission expires:



Melissa M. Miller
NOTARY PUBLIC
State of Florida at Large
Melissa M. Miller
PRINTED Name of Notary

CITY OF COOPER CITY, PO BOX 290910, COOPER CITY, FL 33329-0910

ATTEST:

Susan Poling
Susan Poling, City Clerk

CITY OF COOPER CITY

By: Greg Ross
Greg Ross, Mayor
28th day of April, 2015

Approved as to form and legality:

By: David M. Wolpin
David M. Wolpin, City Attorney

29 day of April, 2015

By: Bruce D. Loucks
Bruce D. Loucks, City Manager
28th day of April, 2015

WITNESSES

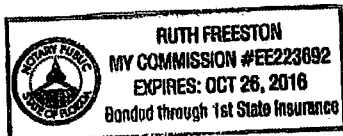
Viviana M. Luquis
SIGNATURE
Viviana M. Luquis
Print Name

Cheryl Berke
SIGNATURE
Cheryl Berke
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 29 April, 2015, by Greg Ross, as Mayor of Cooper City, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires:



Ruth Freeston

NOTARY PUBLIC
State of Florida at Large

Ruth Freeston
PRINTED Name of Notary

CITY OF NORTH LAUDERDALE, 701 SW 71st Avenue, North Lauderdale, FL 33068

CITY OF NORTH LAUDERDALE

ATTEST:

Patricia Vanecko

Patricia Vancheri, City Clerk

By:

Jack Aubrey

Jack Brady, Mayor

14 day of April, 2015.

2015

Approved as to form and legality:

By: Bob

Samuel S. Goren , City Attorney

14 day of APRIL, 2015

By:

Arbhatu

Ambreen Bhatti, City Manager

14 day of April, 2015

WITNESSES

Theresa Carter

SIGNATURE

TANIA CORREIA

Print Name _____



SIGNATURE

Sisanna Laurent.

Print Name _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 14, 2015, by JACK BRADY, as MAYOR of NORTH LAND, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

(did not) take an oath.

Tammi Sawyer

NOTARY PUBLIC

State of Florida at Large

My commission expires:

PRINTED Name of Notary



CITY OF CORAL SPRINGS

CITY OF CORAL SPRINGS

ATTEST:

Debra Thomas
DEBRA THOMAS, CMC, CITY CLERK

By: Erdal Dönmez
ERDAL DÖNMEZ, CITY MANAGER

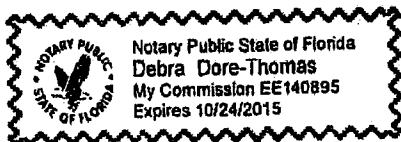
23rd day of April, 2015

Approved as to form and legality:

By: John J. Hearn
JOHN J. HEARN, CITY ATTORNEY
23rd day of April, 2015

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 23, 2015, by Erdal Dönmez as City Manager of Coral Springs, Florida, a political subdivision of the state of Florida, who is personally known to me and did (did not) take an oath.



Debra Dore-Thomas
Debra Doré-Thomas
NOTARY PUBLIC
State of Florida at Large

My commission expires: 10/24/2015

TOWN OF SOUTHWEST RANCHES – ANDREW D. BERNIS, TOWN ADMINISTRATOR

ATTEST:

Russell Muñiz
Russell Muñiz, Asst. Town Administrator/Town Clerk

TOWN OF SOUTHWEST RANCHES

By: Jeff Nelson
Jeff Nelson, Mayor

14th day of May, 2015

Approved as to form and legality:

By: Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney
14th day of May, 2015

By: Andrew D. Bernis
Andrew D. Bernis, Town Administrator
14th day of May, 2015

WITNESSES

Danielle Caban
SIGNATURE

Danielle Caban
Print Name

Ganni Marin
SIGNATURE

Ganni Marin
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 14, 2015, by Jeff Nelson, as Mayor of SW Ranches Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

Ivette Solera
NOTARY PUBLIC
State of Florida at Large

My commission expires:

Ivette Solera
PRINTED Name of Notary



IVETTE SOLERA
MY COMMISSION # FF 110488
EXPIRES: April 7, 2018
Bonded Thru Budget Notary Services

EXHIBIT LIST

EXHIBIT "A"	2012 Tonnage Schedule
EXHIBIT "B"	Ash Monofill Aerial and Legal Description
EXHIBIT "C"	BIC Landfill Aerial and Legal Description
EXHIBIT "D"	Mitigation Properties Aerials
EXHIBIT "E"	Alpha 250 Aerial and Legal Descriptions

EXHIBIT "A"

2012 TONNAGE SCHEDULE

City	FY 2012 Tonnage	% Tons
Coconut Creek	31,870.03	3.4187%
Cooper City	20,927.66	2.2449%
Coral Springs	84,043.66	9.0153%
Davie	74,625.55	8.0050%
Deerfield Beach	50,789.52	5.4482%
Fort Lauderdale	153,135.43	16.4268%
Hillsboro Beach	1,402.61	0.1505%
Hollywood	79,751.81	8.5549%
Lauderdale by the Sea	7,130.07	0.7648%
Lauderdale Lakes	18,848.58	2.0219%
Lauderhill	37,278.44	3.9988%
Lazy Lake	-	0.0000%
Lighthouse Point	7,741.42	0.8304%
Margate	31,122.46	3.3385%
Miramar	63,928.20	6.8575%
North Lauderdale	23,328.83	2.5025%
Oakland Park	32,619.62	3.4991%
Pembroke Park	4,184.14	0.4488%
Plantation	48,241.40	5.1748%
Sea Ranch Lakes	502.40	0.0539%
South West Ranches	8,251.03	0.8851%
Sunrise	62,516.66	6.7061%
Tamarac	28,868.59	3.0967%
Unincorporated	11,998.80	1.2871%
West Park	5,650.36	0.6061%
Weston	33,132.94	3.5542%
Wilton Manors	10,340.98	1.1093%
	932,231.18	100.0000%

EXHIBIT "B"

ASH MONOFILL AERIAL AND LEGAL DESCRIPTION

South Resource Recovery Site including Ash Monofill



SOUTH RESOURCE RECOVERY SITE INCLUDING ASH MONOFILL

LEGAL DESCRIPTION

Parcel A and Parcel B, ROUTE 441 RESOURCE RECOVERY SITE according to the plat thereof, recorded in Plat Book 132, at Page 41, lying within Section 24, Township 50 South, Range 41 East, of the Public Records of Broward County, Florida, said land containing 185.91 acres, more or less.

The drawing is a plan view of a riverine mitigation area. It shows a central rectangular building complex with several smaller structures attached. To the left of this complex is a large, irregularly shaped area labeled "LIMITS TO AREA TO BE MAINTAINED". To the right is another large area labeled "LIMITS OF AREA TO BE MAINTAINED". A road or path runs along the top edge of the drawing. Various other areas are labeled, including "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED", "LIMITS OF AREA TO BE MAINTAINED". A scale bar at the bottom indicates distances from 0 to 100 feet. A north arrow is located in the upper right corner.

RIVERINE MITIGATION AREA

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EXHIBIT "C"

BIC LANDFILL AERIAL AND LEGAL DESCRIPTION



Southwest Regional (BIC) Landfill (includes mitigation areas)

LEGAL DESCRIPTION

All that portion of the East $\frac{1}{2}$ of Section 3, Township 51 South, Range 39 East, Broward County, Florida, lying East of the Easterly Right of Way of U.S. 27, lying South of the Southerly Right of Way of Stirling Road and North of the Northerly Right of Way of Sheridan Street, being a portion of Everglades Land Company's Subdivision of said Section 3, as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that portion of the Northwest $\frac{1}{4}$ of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the East $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of said Section 2, being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida

AND

All that portion of the West $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the West $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of said Section 2, being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that Portion of the West $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Section 2, Township 51 South, Range 39 East, lying North of Northerly Right of Way line of Sheridan Street being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

Containing 588.49 Acres, more or less.

EXHIBIT "D"

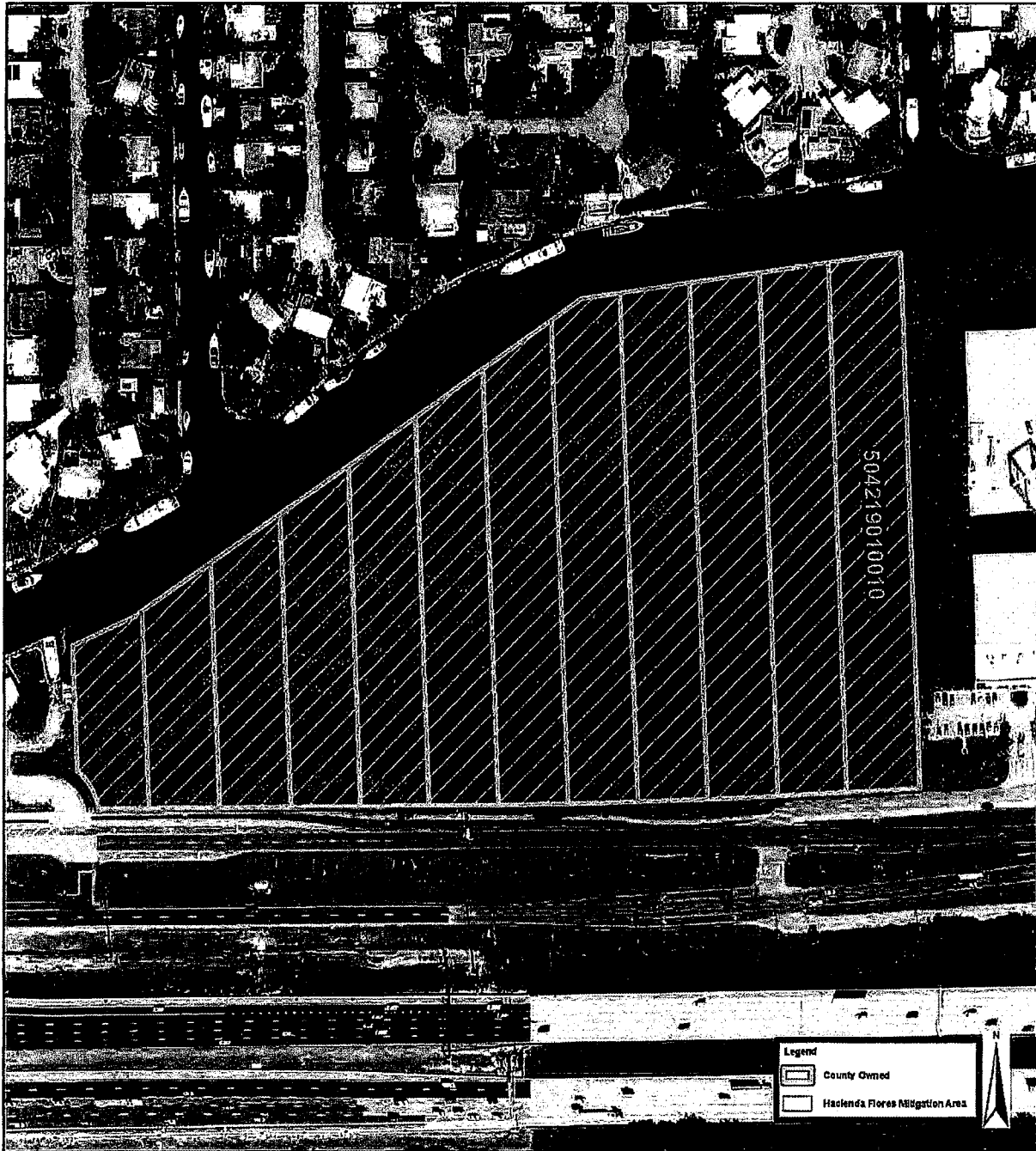
MITIGATION PROPERTIES AERIALS

Additional Mitigation Areas not shown on other exhibits, as follows:

1. Mitigation Area 1, Hacienda Flores
2. Mitigation Area 2, Tree Tops Park
3. Mitigation Area 3, East Everglades

Mitigation Area 1

Hacienda Flores Mitigation Area



MITIGATION AREA 1

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of HACIENDA FLORES SUBDIVISION UNIT NO. 1 according to the plat thereof, recorded in Plat Book 19, at Page 28 of the Public Records of Broward County, Florida said land containing 16.16 acres, more or less.

Mitigation Area 2

Tree Tops Park Mitigation Area



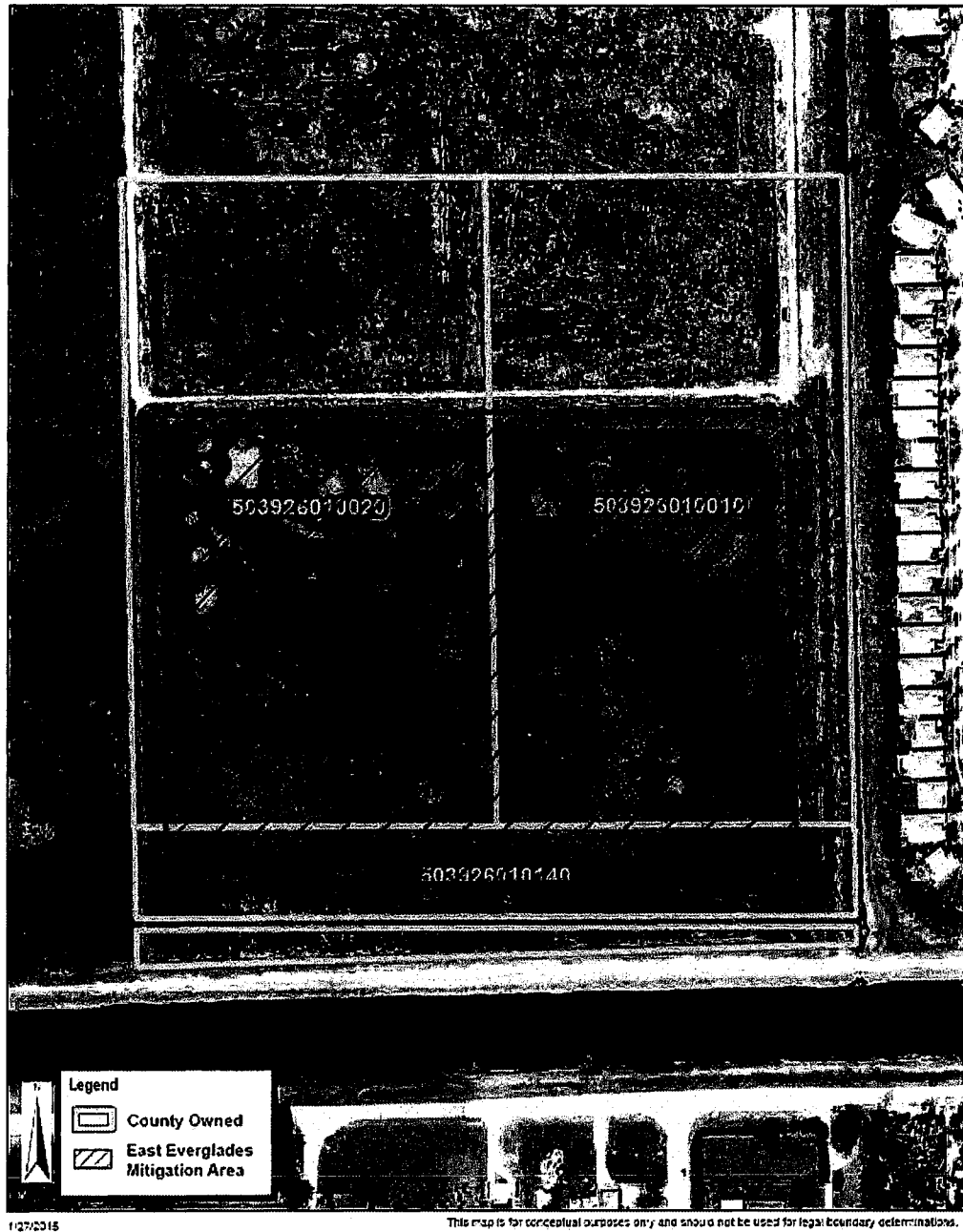
MITIGATION AREA 2

A portion of County-owned Tree Tops Park

LEGAL DESCRIPTION

Lengthy legal description within Tree Tops Park, see attached line drawing for the outline of mitigation area.

Mitigation Area 3
East Everglades Mitigation Area



MITIGATION AREA 3

A portion of County-owned East Everglades site

LEGAL DESCRIPTION

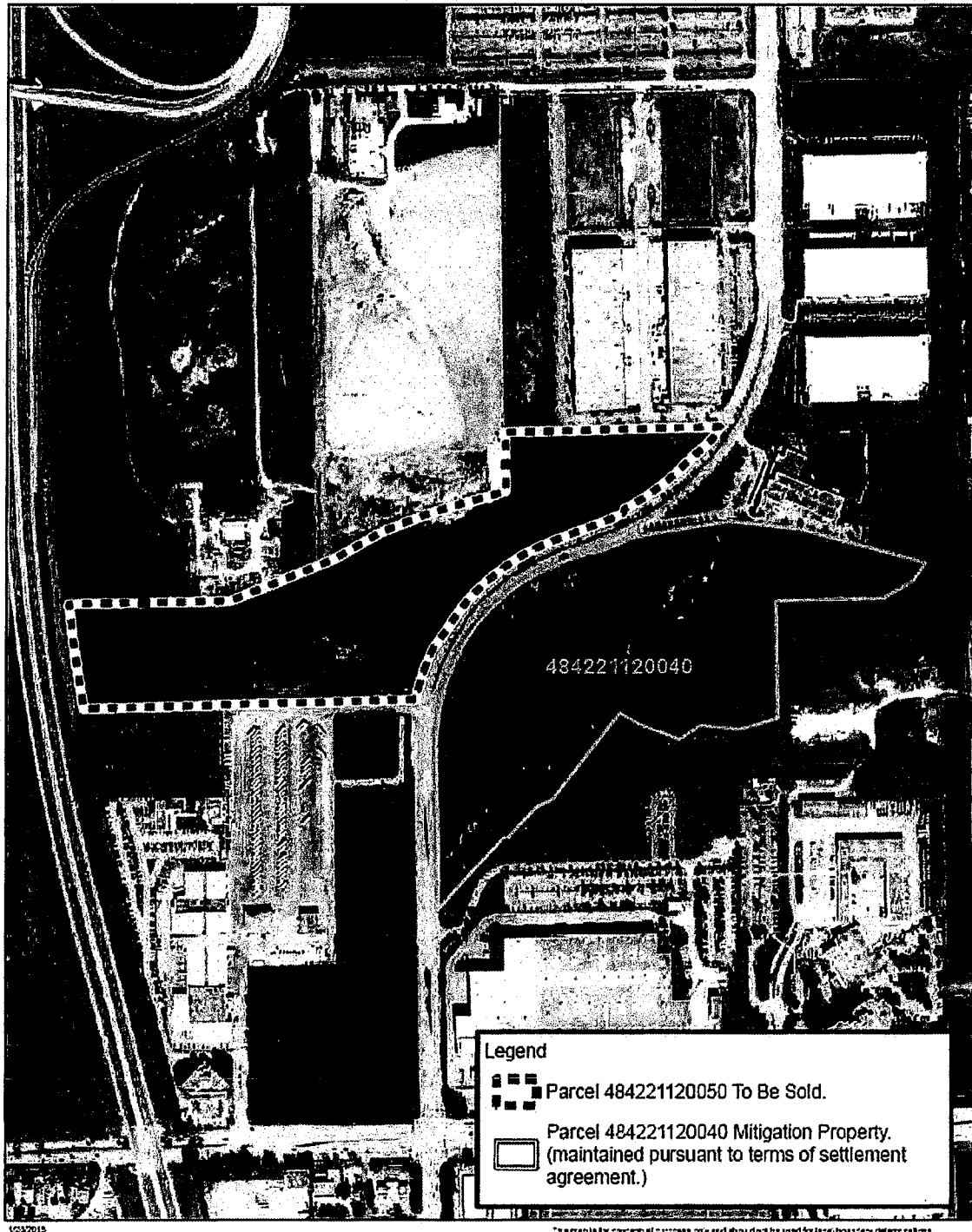
Lengthy legal description within East Everglades site, see attached line drawing for the outline of mitigation area.

INTELLIGENCE WASHINGTON FIELD (SEE NOTE 1)		
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 VZRR Vermont Zoning Review Board SEAS a member of	 Grand County, Idaho Idaho State Department of Transportation CHMHC CHMHC	EXISTING SITE PLAN DATE: 05/01/2018 BY: J. P. 2 EXISTING SITE PLAN DATE: 05/01/2018 BY: J. P. 2
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EXHIBIT "E"

ALPHA 250 AERIAL AND LEGAL DESCRIPTION



ALPHA 250 NORTH

Legal Description of Property to be Conveyed

Folio Number 4842-21-12-0050

LEGAL DESCRIPTION

Parcel E, ALPHA 250 NORTH, according to the plat thereof, recorded in Plat Book 180, at Page 14 of the Public Records of Broward County, Florida, said land containing 22.07 acres, more or less.