

MONARCH HILL LITIGATION SETTLEMENT AGREEMENT

This Monarch Hill Litigation Settlement Agreement (“Settlement Agreement”) is entered into by and among Broward County, a political subdivision of the State of Florida (the “County”), the City of Coconut Creek, a Florida municipal corporation (“Coconut Creek”), the City of Deerfield Beach, a Florida municipal corporation (“Deerfield Beach”), and Waste Management Inc. of Florida, a Florida corporation (“WMIF”) (collectively, County, Coconut Creek, Deerfield Beach, and WMIF are referred to as the “Parties”).

RECITALS

A. WMIF owns and operates a landfill located in unincorporated Broward County, Florida, at 2700 Wiles Road, Pompano Beach, Florida 33073. The Landfill (as further defined below) is commonly known as the “Monarch Hill Landfill.”

B. WMIF seeks to expand the Landfill both vertically, by raising its maximum elevation from 225 feet to 325 feet National Geodetic Vertical Datum (“NGVD”), and horizontally, by incorporating an adjacent approximately 24.2-acre parcel located at 2600 Wiles Road, Pompano Beach, Florida 33073, which was formerly used for a waste-to-energy facility.

C. WMIF and Coconut Creek previously entered into a settlement agreement in connection with the Landfill, dated September 13, 2010, which was amended on December 14, 2011, and further entered into a separate settlement agreement, dated April 9, 2015 (“2015 Coconut Creek-WMIF Agreement”), to address issues related, in part, to the closure of the waste-to-energy facility that had been located on the adjacent approximately 24.2-acre parcel.

D. County has regulatory authority over the use of the Landfill and zoning and land use authority governing the facility and surrounding property.

E. WMIF voluntarily made a series of specific commitments to address concerns raised by County related to potential negative externalities and impacts, including presently unknown impacts, associated with WMIF’s proposed expansions.

F. On February 25, 2025, WMIF and County entered into an Agreement to Address Impacts of Further Development of Monarch Hill (the “2025 Expansion Impacts Agreement”), pursuant to which WMIF agreed to be legally bound to perform its commitments, including but not limited to, payment of a Host Charge to County to support recycling and solid waste programs; enhance litter control; expand public education on solid waste, recyclable materials, and hazardous waste management; and address potential negative impacts from WMIF’s proposed expansions. The agreement also contains a provision for WMIF to supply landfill gas from the Landfill to a planned wastewater sludge dryer that County anticipates developing in coordination with regional utilities. Supplying this facility with landfill gas enables beneficial reuse of waste-derived energy, supports County’s circular economy goals, and reduces dependence on landfilling for sludge management. Absent this Settlement Agreement, WMIF has indicated that

demolition of the landfill gas-to-energy plant would proceed promptly to make way for urgently needed additional landfill capacity, thereby foreclosing this renewable energy use.

G. Also on February 25, 2025, the Broward County Board of County Commissioners enacted ordinances that, if WMIF is able to obtain all necessary approvals, permits, and licenses, authorize the vertical and horizontal expansions of the Landfill. Coconut Creek and Deerfield Beach have, both prior to and after enactment of these ordinances, consistently made clear their opposition thereto.

H. Following County's enactment of the ordinances, Coconut Creek filed litigation in the Broward County Circuit Court and a petition for formal administrative hearing before the Florida Division of Administrative Hearings ("DOAH") challenging the validity of the ordinances. Deerfield Beach subsequently intervened in the Circuit Court litigation and the DOAH administrative proceedings in support of the challenges initiated by Coconut Creek.

I. In addition to WMIF's proposed expansions at issue on February 25, 2025, WMIF had planned to, when additional landfill capacity would ultimately be needed, seek further expansion of the Landfill beyond its current boundaries by repurposing adjacent property owned and operated by WMIF as a hauling site and through the possible acquisition and use of other industrial property adjacent to the Landfill. These future, contemplated expansions could add an additional fifty (50) years to the useful life of the Landfill beyond the useful life that would result from the proposed expansions at issue on February 25, 2025.

J. Coconut Creek and Deerfield Beach have insisted, as part of any settlement of the current litigation, that WMIF must agree to not expand the Landfill, either horizontally or vertically, beyond the Horizontal Expansion Condition and Vertical Expansion Condition defined in the 2025 Expansion Impacts Agreement, regardless of any otherwise permissible expansions available under Applicable Law or regulation, and that WMIF agree not to operate any other landfill within a one-mile radius of the outmost perimeter of the Landfill. WMIF is agreeable to these requirements, subject to the terms and conditions stated below.

K. The Parties now desire to fully and finally resolve all claims, disputes, litigation, and administrative proceedings relating to the Ordinances (as defined below) and WMIF's proposed expansions of the Landfill, and to establish agreed terms regarding the implementation, oversight, and mitigation of impacts associated with WMIF's proposed expansions.

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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

- 1.2. **County Commission** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Cities** means Coconut Creek and Deerfield Beach; **City** means either Coconut Creek or Deerfield Beach.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Horizontal Expansion Condition** has the meaning ascribed to that term in the 2025 Expansion Impacts Agreement.
- 1.6. **Landfill** means the WMIF-owned landfill, located in unincorporated Broward County, Florida, at 2700 Wiles Road, Pompano Beach, Florida 33073, known as the Monarch Hill Landfill.
- 1.7. **Litigation** means individually and collectively the two actions filed by Coconut Creek, namely Case No. 25-001748GM filed before DOAH, and Case No. CACE25-004400 filed in Florida's Seventeenth Judicial Circuit, as well as any other challenge filed, submitted, or raised in any forum (including any court, regulatory, or administrative proceeding) by either or both Cities in connection with, resulting from, or related to the Horizontal Expansion Condition, the Vertical Expansion Condition, or the Ordinances.
- 1.8. **Ordinances** mean Broward County Ordinance Nos. 2025-10, 2025-11, and 2025-13, as enacted by the County Commission on February 25, 2025.
- 1.9. **Vertical Expansion Condition** has the meaning ascribed to that term in the 2025 Expansion Impacts Agreement.
- 1.10. **Waste Acceptance Capacity** means the total air space that allows for acceptance of waste material for disposal.

ARTICLE 2. EXHIBITS

Exhibit A	Landscaping Example
Exhibit B	Examples of Impacts Unique to the Cities
Exhibit C	Declaration of Restrictive Covenants

ARTICLE 3. TERMS OF SETTLEMENT; LITIGATION; RELEASES

3.1. Wind Down of Landfill Operations. The Horizontal Expansion Condition and Vertical Expansion Condition contemplated in the 2025 Expansion Impacts Agreement are estimated to provide approximately twenty-five (25) million additional cubic yards of disposal capacity beyond the current capacity of the Landfill. At current disposal rates, WMIF is projected to begin winding down its operations at the Landfill (with a concurrent, very substantial reduction in the amount of waste being disposed of in the Landfill) approximately twenty-five (25) years after it receives all required approvals, permits, and licenses for both the Horizontal Expansion Condition and Vertical Expansion Condition. WMIF cannot, however, commit to a definitive end date for waste

acceptance at the Landfill as a number of variables could impact that timing, including: (a) market conditions (i.e., demand for landfill disposal capacity; development of other disposal options); (b) the number and severity of storm events (which could dramatically accelerate Landfill airspace usage); and (c) possible regulatory changes including regarding recycling requirements.

3.2. Limits on Landfill Waste Acceptance Capacity. Notwithstanding the foregoing as stated in Section 3.1, WMIF agrees that the length of the future operation of the Landfill (i.e., acceptance of waste other than related to capping and closure) shall be limited to the existing Waste Acceptance Capacity based upon the footprint of the Landfill resulting from the Horizontal Expansion Condition and Vertical Expansion Condition contemplated in the 2025 Expansion Impacts Agreement.

3.3. Agreed Limitation on Expansions.

3.3.1. As stated above, absent execution of this Settlement Agreement, WMIF could later seek further expansion of the Landfill (and has been studying such potential expansion and timing issues) including by repurposing adjacent property it currently owns and operates as a hauling site and by acquiring other property next to the Landfill. Such further expansion could add an additional fifty (50) years to the useful life of the Landfill beyond what results from the current expansions.

3.3.2. WMIF hereby agrees not to expand the Landfill, either horizontally or vertically, beyond the Horizontal Expansion Condition and Vertical Expansion Condition contemplated in the 2025 Expansion Impacts Agreement, and further agrees not to exceed the 3:1 slopes as those slopes are currently defined in Chapter 62-701.500 of the Florida Administrative Code ("FAC"). A legally sufficient declaration of restrictive covenants ("Declaration") stating the agreement and limitations in this section, and binding on WMIF, and all heirs, successors, and assigns in interest with respect to the real property where the Landfill operations (as may be expanded by the Horizontal Expansion Condition and Vertical Expansion Condition) are located, is attached hereto as **Exhibit C**, which shall be executed by WMIF and recorded in the Official Records within sixty (60) days after the Parties' approval and complete execution of this Settlement Agreement.

3.3.3. Additionally, WMIF, on behalf of itself and all of its subsidiaries and affiliated entities, agrees that it shall not construct or operate any other landfill within one (1) mile of the outermost perimeter boundary of the Landfill (as expanded by the Horizontal Expansion Condition and Vertical Expansion Condition).

3.4. Potential Public Use of Landfill Post-Closure. At a mutually agreeable time within five (5) years after execution of this Settlement Agreement, all Parties shall meet to conceptually discuss a publicly beneficial potential use of the Landfill after it is closed. Additionally, no later than five (5) years prior to the Landfill's projected closure, all Parties to this Settlement Agreement agree to meet to discuss in good faith a plan for reuse of the site for some recreational or passive use that benefits the public. Unless the Parties agree to such reuse in a written document that

modifies what would otherwise be WMIF's legal obligations in connection with the Landfill closure, WMIF shall remain liable for the Landfill.

3.5. Odor Control Measures. WMIF shall provide the following odor control measures at the Landfill:

3.5.1. *Misting Systems* – WMIF will install, maintain, and operate odor control misting systems at the Landfill as needed to mitigate any odors generated from refuse delivery vehicles and waste disposal operations.

3.5.2. *Daily and Intermediate Cover* – WMIF will ensure compliance with daily and intermediate cover requirements as required by Chapter 62-701, FAC. In the event odors are detected by WMIF, or upon notification by County or either of the Cities of the existence of off-site odors, WMIF will take corrective action to remediate odors, including the installation of additional cover material as needed.

3.5.3. *Gas Collection and Monitoring* – WMIF will continue to expand and maintain the gas collection system to control and limit fugitive emissions of landfill gas. WMIF will perform quarterly surface emissions scans of the Landfill in accordance with new source performance standards ("NSPS") regulations to identify any methane emissions from the site. Any identified surface emissions will be immediately addressed and corrected within ten (10) days of the identification of such emissions and the affected area will be retested for verification of repairs. WMIF will share the results of the quarterly testing with County and the Cities within ten (10) days after completion of the quarterly report.

3.5.4. WMIF and the Cities shall hold semi-annual meetings (on agreed upon dates, and so long as the site is accepting waste) to monitor and discuss complaints of odor from the Landfill and for WMIF to explain to the Cities its approach to adjust odor control measures to address any issues identified.

3.6. Traffic Management Plan. WMIF will consider and implement (if reasonably practical) input from the Cities with respect to a traffic management plan for vehicles directly or indirectly controlled by WMIF and accessing the Landfill. In addition, WMIF agrees to maintain litter control procedures and perform twice weekly street sweeping along Wiles Road in front of the Landfill.

3.7. Litter Mitigation Payments. WMIF agrees to provide Coconut Creek and Deerfield Beach with fifteen thousand dollars (\$15,000) each annually (\$30,000 annually in the aggregate) (for so long as the Landfill is accepting waste), which funds Coconut Creek and Deerfield Beach will use to pay for litter collection within their respective jurisdictions along Wiles Road/NW 48th Street, Sample, Powerline, and Lyons roads around the perimeter of the Landfill (each is a "Litter Mitigation Payment"). The Litter Mitigation Payment shall be paid to the Cities by WMIF on or before October 1 of each year that the Landfill is accepting waste, with the first Litter Mitigation Payment due to the Cities on or before October 1, 2026.

3.8. Vertical Expansion. The Vertical Expansion Condition shall include additional filling within the center of the Landfill over currently permitted grades. The Vertical Expansion Condition shall initiate approximately six hundred thirty (630) feet from the perimeter of the Landfill, and the perimeter extent of the Landfill shall remain unchanged (except to the extent of the Horizontal Expansion Condition). Per Rule 62-701.410, FAC, hydrogeological and geotechnical investigations are applicable, are required, and are evaluated as part of the application submitted for permitting and licensing of the vertical expansion. New hydrogeological and geotechnical investigations must also be performed and a report submitted as part of the permitting and licensing process for the Horizontal Expansion. The requirements for the hydrogeological and geotechnical investigations are specified in Rule 62-701.410(2) through (5), FAC. Any changes to the water quality monitoring plan (such as the installation of additional groundwater monitoring wells around the perimeter of the Landfill) shall be addressed in the corresponding application process, as required by Rule 62-701.510, FAC.

3.9. Horizontal Expansion.

3.9.1. Whether or not the following described actions result from a legal or regulatory requirement, and in addition to what is required pursuant to Applicable Law and regulation (nothing stated herein modifies any current legal or regulatory requirement), the hydrogeologic study conducted for the Horizontal Expansion Condition will include a complete evaluation of the historical groundwater elevations from existing instruments (groundwater monitoring wells), vertical permeability of subgrade within proposed stormwater system, and any impacts to groundwater flow directions. If the evaluation determines that additional groundwater monitoring is required, then the monitoring plan will be updated to include recommendations for the installation of additional monitoring wells in this area. The well spacing shall not exceed five hundred (500) feet apart across the downgradient direction of groundwater flow, and no greater than fifteen hundred (1500) feet apart across the upgradient direction of groundwater flow, in the uppermost aquifer within the zone of discharge, as required by Rule 62-701.510(3)(d)3, FAC. If it is found that groundwater is impacted and evaluation monitoring is required by County, then the impact will be delineated and monitored by WMIF following Standard Operating Procedures for sample collection (per FDEP) and using a National Environmental Laboratories Accreditation Conference ("NELAC")-certified laboratory every six (6) months until the groundwater impact is mitigated. All groundwater monitoring reports and data will also be provided to the Cities when remitted to County, but no later than fifteen (15) days after the reports and data are provided to WMIF. WMIF will provide the Cities with at least seven (7) days' advance written notice of scheduled semi-annual groundwater sampling events, and each City shall have the option, including by a City consultant, to attend and observe one groundwater sampling event per year, after providing at least three (3) days' prior written notice of attendance and upon executing an appropriate and reasonable waiver of liability covering personal injury claims from individuals observing the sampling on behalf of the Cities. To the extent WMIF's obligations under this section are not the result of a direct legal or regulatory requirement but instead are voluntarily undertaken as part of a settlement, and in order to preserve

County's role as an independent regulatory authority, such obligations may be enforced by either or both of the Cities directly against WMIF as an asserted breach of the Settlement Agreement.

3.9.2. As part of the Horizontal Expansion Condition, WMIF will evaluate and use all commercially reasonable efforts to obtain a permit for a technically sound design to allow for, and if a permit can be obtained, WMIF shall install, an extension of the existing overlay liner on the north slope to cover as much area of the unlined portion of the Landfill as practicable and feasible from an engineering perspective (including considering the design of the existing leachate collection system). The intended effect of this installation is to minimize (to the extent practicable) the unlined portion of the Landfill that will receive new waste associated with the Vertical Expansion Condition. Once final vertical expansion waste grades are achieved, WMIF will also construct a geosynthetic final cover system over the entire surface of the Landfill (lined and unlined areas) to stop any further infiltration of rainwater into the Landfill.

3.10. Limitations on Waste Disposal.

3.10.1. The Parties acknowledge that, pursuant to the 2025 Expansion Impacts Agreement, and as otherwise modified hereby, "household waste" and "commercial solid waste" (as defined in Rule 62-701.200, FAC) may only be accepted at the expanded Monarch Hill Landfill under the following conditions: (i) during a locally declared state of emergency impacting any portion of southeast Florida from Palm Beach County south; or (ii) upon an express finding by County (by its County Commission, or in the event of an exigency, by the County Administrator, subject to the County Commission'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 WMIF's applicable contractual obligations to Coconut Creek as set forth in the 2015 settlement agreement between those entities. Nothing stated in this Settlement Agreement will prohibit the lawful disposal of "Class III waste" as defined in the FAC, nor prohibit the lawful disposal of any waste type listed in Section 2.3(B) of the 2015 Coconut Creek-WMIF Agreement.

3.10.2. The Parties acknowledge that, pursuant to the 2025 Expansion Impacts Agreement, WMIF will limit the annual volume of waste accepted for disposal at the expanded Monarch Hill 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"). WMIF may only exceed the Non-Broward Limit after receiving written authorization from the County Administrator: (i) during a locally declared state of emergency impacting any portion of southeast Florida from Palm Beach County south; 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. The preceding clause (romanette (ii)) is quoted directly from the 2025 Expansion Impacts Agreement. For added clarity, this clause may be invoked only where

the twenty percent (20%) limitation would result in a legal or regulatory restriction/prohibition on certain waste generated within Broward County from being disposed of in the county in which the waste sought to be disposed of at the Landfill is generated.

3.11. Landscaping. WMIF agrees to provide and maintain additional landscape coverage in the perimeter areas of the Landfill along Wiles Road (the road indicated on **Exhibit A**) that have current gaps (excluding any access gates), which coverage shall be consistent in quantity and quality with the existing landscape coverage shown in the picture attached hereto as **Exhibit A**.

3.12. Bird Abatement Program. WMIF will enhance the current bird control abatement program at the Landfill to discourage birds from roosting at the Landfill and becoming a nuisance to the surrounding neighborhoods. This operation will continue until the cessation of all waste acceptance at the facility. The program will include the following:

3.12.1. WMIF will engage a wildlife management company to develop a tailored program to manage migratory bird populations at the Landfill. The wildlife management company will be a fully licensed, insured, and reputable bird control company.

3.12.2. A technician representative will assess and confirm the observations of species at the beginning of the migration season.

3.12.3. Identification and implementation of specific bird control techniques including the following:

a) *Use of pyrotechnics.*

b) *Use of the predator bird (hawk or similar):* Wildlife management staff will be on-site following the schedule established at the Landfill to free-fly raptors and use other bird deterrence methods to eliminate nuisance bird problems.

c) *Use of effigies:* Effigies work extremely well to deter vultures from roosting or loafing on or nearby a site. They can be placed at the top of the Landfill to provide a clear message that the site is no longer a safe environment to forage or loaf at. To the extent effigies at the Landfill fail to prevent nesting on neighboring properties, upon request, WMIF agrees to provide to the Cities information from a bird control company regarding potential methods the neighborhoods can undertake in an effort to deter roosting.

d) *Depredation permits:* By obtaining a depredation permit for the Landfill, technicians will legally be permitted to lethally take a set number of both Black and Turkey vultures each year.

e) *Follow up assessment:* Technicians will continue to monitor nuisance bird activity throughout the season at the Landfill. This will allow WMIF to adjust presence at the Landfill accordingly.

3.13. Renaming the Landfill. Within six (6) months after receiving all required permits, licenses, and approvals for both the Horizontal Expansion Condition and Vertical Expansion Condition at the Landfill, WMIF will commence the process to rename Monarch Hill Landfill/Monarch Hill Renewable Energy Park to a name that does not include either City's name or County's name (as to County's name, without the prior written consent of County) or any reference to Monarch or some other type of butterfly. WMIF shall complete the renaming process within five (5) years after such commencement.

3.14. Gas-to-Energy Plant. WMIF agrees not to demolish the existing landfill gas-to-energy plant ("Plant") at the Landfill until required for operational and access purposes to provide timely access to the only remaining Landfill capacity. WMIF's current assessment is that the existing Plant will not need to be demolished to provide additional Landfill capacity for approximately ten (10) years after the date of this Settlement Agreement. The Parties acknowledge, however, that technical constraints (including regarding the quality or quantity of methane produced) beyond WMIF's reasonable control may prevent commercially reasonable operation of the Plant at some point in the future. If WMIF reasonably determines that such technical constraints prevent the commercially reasonable operation of the Plant, WMIF shall have the prompt right to demolish the Plant; but WMIF agrees not to proceed with any demolition before: (i) providing written notice to the County Administrator detailing the technical constraints preventing commercially reasonable operations, and (ii) receiving the County Administrator's written acknowledgment that such technical constraints are a reasonable barrier to operation, which written acknowledgment shall not be unreasonably withheld nor delayed beyond one hundred eighty (180) days. The Parties further acknowledge that the Plant at the Landfill plays an important role in supporting County's renewable energy goals. Under Section 2.4.2 of the 2025 Expansion Impacts Agreement, WMIF is required to supply landfill gas from the Landfill to a wastewater sludge dryer that County plans to build and operate. Supplying County's wastewater sludge dryer with an existing source of landfill gas will provide a sustainable solution for wastewater sludge disposal and advance County's efforts to establish a circular economy by converting waste into usable resources and minimizing landfill dependence.

3.15. Addressing Unique Impacts on Cities from Host Charge Funds Received by County. The Parties acknowledge that, pursuant to the 2025 Expansion Impacts Agreement, the "Host Charge" is primarily intended to address regional solid waste management needs (including recycling), but that some of the Host Charge proceeds may be used to address impacts of the Landfill expansion on the immediately neighboring municipalities of Coconut Creek and Deerfield Beach. If and when the conditions required for County to receive the entire Host Charge are met (the entire Host Charge is only payable if both the Horizontal Expansion Condition and Vertical Expansion Condition are effectuated), County agrees that the immediately neighboring municipalities (the Cities) that can demonstrate unique impacts of the expansion (the impacts may exist for more than one of the neighboring municipalities yet be considered "unique") shall receive reimbursement for the expenditure in the amount of demonstrated cost impact to the Cities up to five percent (5%) of the Host Charge received by County for each of the first five (5) years that the County receives the entire Host Charge under the 2025 Expansion Impacts Agreement, which expenditure shall be made to directly address demonstrated impacts of the

expansion (each payment is an “Impact Expenditures Payment”). If the Cities can demonstrate unique impacts that, on a cumulative basis, equal or exceed five percent (5%) of the Host Charge that would be received over the applicable five-year period, they shall be entitled to receive the full five percent (5%) for five (5) years (net of their pro rata share of expenses paid to an external auditor or consultant by County to review the accuracy of the Host Charge payment, but with an offset for their pro rata share of any interest due County and any additional Host Charge funds received by County as a result of any underpayment). The five percent (5%) for five (5) years shall be divided between the Cities in equal shares unless they jointly direct otherwise in writing. In the event that one of the Cities does not fully document/qualify for their total maximum proportionate share of the 5% Host Charge in any given year where the Cities are eligible to receive a Impact Expenditures Payment under this Section 3.15, then the remainder of that City’s proportionate allocation of funds shall be made payable to the other City to the extent the other City demonstrates qualified impacts beyond its proportionate share. The Impacts Expenditure Payment shall be paid to the Cities on an annual basis within thirty (30) days after the later of (i) the County’s receipt of the applicable year’s Host Charge, and (ii) the County’s receipt of each of the Cities’ documented expenditures eligible under this Section 3.15.

3.16. **Exhibit B** describes impacts that would be considered unique; impacts other than those listed on **Exhibit B** will receive County’s good faith consideration for funding. For clarity, County’s payment obligation under this section is from Host Charge funds received and not from general revenue or other revenue of County.

3.17. The Settlement Agreement shall be null and void if all required permits, licenses, and approvals contemplated by the 2025 Expansion Impacts Agreement are not received for both the Horizontal Expansion Condition and Vertical Expansion Condition. Notwithstanding any language to the contrary, in the event this Settlement Agreement becomes null and void under this section, the Cities shall retain all of their rights and remedies, including but not limited to the right to file additional challenges in connection with the Horizontal Expansion Condition or the Vertical Expansion Condition.

ARTICLE 4. RELEASES AND TERMINATION

4.1. No Admission. This Settlement Agreement is a compromise and settlement of a dispute between the Parties. This Settlement Agreement is not an admission of liability, wrongdoing, or of any fact by any Party and no such inference shall be drawn from this Settlement Agreement. By entering into this Settlement Agreement, no Party admits fault or liability, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of ongoing litigation.

4.2. Dismissal of Litigation; Covenant Not to Challenge. Assuming all parties have approved and exchanged executed copies of the Settlement Agreement by end of day on August 21, 2025, by 12:00 p.m. on August 22, 2025, the Cities will dismiss the Litigation (all filed matters) with prejudice, with each Party to bear its own costs and attorneys’ fees. The Cities release and waive their claims, agree to file no new objection or challenge (in any forum, including any court, administrative, or regulatory proceeding) in connection with the Horizontal Expansion Condition

or the Vertical Expansion Condition (subject, however, to Section 3.17 above), and will not encourage or support (financially or otherwise) the filing of an objection or challenge by any other person or entity. The Parties agree that such dismissal shall not render any party as the prevailing party, and that notwithstanding the dismissal of such challenges, in no event shall any Party be liable for another Party's attorneys' fees or costs. Each of the Cities further agrees that the City will not sponsor, encourage, or support new legislation that would impede, prevent, or delay either or both of the Horizontal Expansion Condition and Vertical Expansion Condition (all Parties acknowledge that while the prior obligation is binding on the Cities as governmental entities, elected officials and City staff maintain their full First Amendment rights).

4.3. Mutual Releases. The Parties, by execution of this Settlement Agreement, hereby release, waive, and discharge each of the other Parties from any and all direct and derivative claims, demands, damages, causes of action, actions, subrogation claims, litigation costs, including attorneys' fees, and losses of every kind and nature, whether known or unknown, patent or latent (collectively, "Claims"), which Claims arose from or relate to the issues identified in the Litigation, whether or not such Claims have been filed, submitted, or raised. The Parties further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all Claims, or any other claim of any nature, arising from or relating to the issues identified in the Litigation, except to the extent provided in Section 3.17 above. The Parties may, however, enforce the requirement that any other Party comply with the terms and conditions of this Settlement Agreement notwithstanding the release contained herein.

4.4 Termination; Breach. This Settlement Agreement is not terminable by any Party with or without cause. In the event of a breach of this Agreement, the Parties agree that the non-breaching Party(ies) may seek all available remedies, including damages, equitable or declaratory relief. In the event of litigation arising out of a claim for breach, the prevailing party shall be entitled to an award of its attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings.

ARTICLE 5. MISCELLANEOUS

5.1. Representation of Authority. Each Party represents and warrants that this Settlement Agreement constitutes the legal, valid, binding, and enforceable obligation of that Party, and that neither the execution nor performance of this Settlement Agreement constitutes a breach of any agreement that Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Settlement Agreement is within that Party's legal powers, and each individual executing this Settlement Agreement on behalf of Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

5.2. No Right to Bind. Each Party is entering into this Settlement Agreement on their own behalf, and this Settlement Agreement shall not constitute or create a partnership, joint venture,

or any other relationship between the Parties. No Party or Party representative shall act as an officer, employee, or agent of any other Party unless expressly authorized in writing, nor shall any Party have any right to bind any other Party to any obligation not expressly undertaken by such other Party under this Settlement Agreement.

5.3. Regulatory Capacity. Notwithstanding the fact that County and the Cities are governmental entities with certain regulatory authority, County's and each City's performance under this Settlement Agreement is as a Party to this Settlement Agreement and not in its regulatory capacity. If any Party exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to that Party's regulatory authority as a governmental body separate and apart from this Settlement Agreement, and shall not be attributable in any manner to that Party as a party to this Settlement Agreement.

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

5.5. Third-Party Beneficiaries. The Parties expressly agree and stipulate that there are no third-party beneficiaries to this Settlement Agreement.

5.6. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Settlement 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 shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by 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

115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301

Email address: ameyers@broward.org; rharrod@broward.org; mhaber@broward.org

FOR COCONUT CREEK:

City of Coconut Creek
Attn: Sheila Rose, City Manager
4800 West Copans Road
Coconut Creek, FL 33063
Email address: srose@coconutcreek.net

With copy to:

City Attorney's Office
Attn: Terrill C. Pyburn, City Attorney
4800 West Copans Road
Coconut Creek, FL 33063
Email address: tpyburn@coconutcreek.net

FOR DEERFIELD BEACH:

City of Deerfield Beach
Attn: City Manager
150 NE 2nd Avenue, Deerfield Beach, Florida 33441
Email address: rbrimlow@deerfield-beach.com

With copy to:

City Attorney
City of Deerfield Beach
2255 Glades Road, Suite 200E, Boca Raton, Florida 33431
Email address: ASoroka@wsh-law.com

FOR WMIF:

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
1800 North Military Trail
Boca Raton, Florida 33431
Email address: lsilva3@wm.com

5.7. Assignment. Neither this Settlement Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of every other Party, which consent shall not be unreasonably withheld.

5.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Settlement Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Settlement Agreement is substantial and

important to the formation of this Settlement Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Settlement Agreement shall not be deemed a waiver of such provision or modification of this Settlement Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Settlement Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

5.9. Compliance with Laws; Public Records. In performing their obligations under this Settlement Agreement, each Party shall comply with all Applicable Law. The Parties acknowledge that County and the Cities are subject to the public records laws of the State of Florida, including Chapter 119, Florida Statutes. Each Party shall be responsible for complying with any public records it receives relating to this Settlement Agreement, and the Parties shall reasonably cooperate with the other Parties to facilitate compliance with the requirements of Florida's public records laws.

5.10. Severability; Joint Preparation; Interpretation. If any part of this Settlement Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Settlement Agreement and the balance of this Settlement Agreement shall remain in full force and effect. This Settlement Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Settlement Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Settlement Agreement. All personal pronouns used in this Settlement Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Settlement Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Settlement Agreement, such reference is to the section or article as a whole, 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 a Party shall require approval in writing, unless otherwise expressly stated.

5.11. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to or incorporated in this Settlement Agreement and any provision within an article or section of this Settlement Agreement, the article or section shall prevail and be given effect. Additionally, if there is any direct conflict between any provision of this Settlement Agreement and a provision of the 2015 Coconut Creek-WMIF Agreement, the provision of this Settlement Agreement shall govern and control. Notwithstanding anything else stated in this Settlement Agreement, except as to any such direct conflict the provisions of the 2015 Coconut Creek-WMIF Agreement shall remain in full force and effect as between the parties thereto. In addition, if there is any direct conflict between any provision of this Settlement Agreement and a provision of the 2025 Expansion Impacts Agreement, the provision of this Settlement Agreement shall govern and control. Notwithstanding anything else stated in this Settlement Agreement, except as to any such direct

conflict, the provisions of the 2025 Expansion Impacts Agreement shall remain in full force and effect as between the parties thereto.

5.12. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Settlement Agreement shall 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 Settlement Agreement shall 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 Settlement Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall 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 SETTLEMENT AGREEMENT.**

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

5.14. Prior Agreements. This Settlement Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Settlement Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same except as otherwise expressly stated herein, including, without limitation, as stated in Section 5.11. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Settlement Agreement are contained herein.

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

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

5.17. Anti-Human Trafficking. By execution of this Settlement Agreement by an authorized representative of a Party, that Party hereby attests under penalty of perjury that the Party 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 each Party declares that they have read the foregoing statement and that the facts stated in it are true.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Settlement Agreement: Broward County, through its County Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute same by County Commission action on the 21st day of August, 2025; the City of Coconut Creek, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same; the City of Deerfield Beach, signing by and through its Chair or Vice-Chair, duly authorized to execute same; and Waste Management Inc. of Florida, signing 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 _____, 2025

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

RDH/MH
Monarch Hill Settlement Agreement
8/12/2025
#1181945.11

MONARCH HILL LITIGATION SETTLEMENT AGREEMENT

CITY OF COCONUT CREEK

CITY OF COCONUT CREEK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

MONARCH HILL LITIGATION SETTLEMENT AGREEMENT

CITY OF DEERFIELD BEACH

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

MONARCH HILL LITIGATION SETTLEMENT AGREEMENT

WMIF

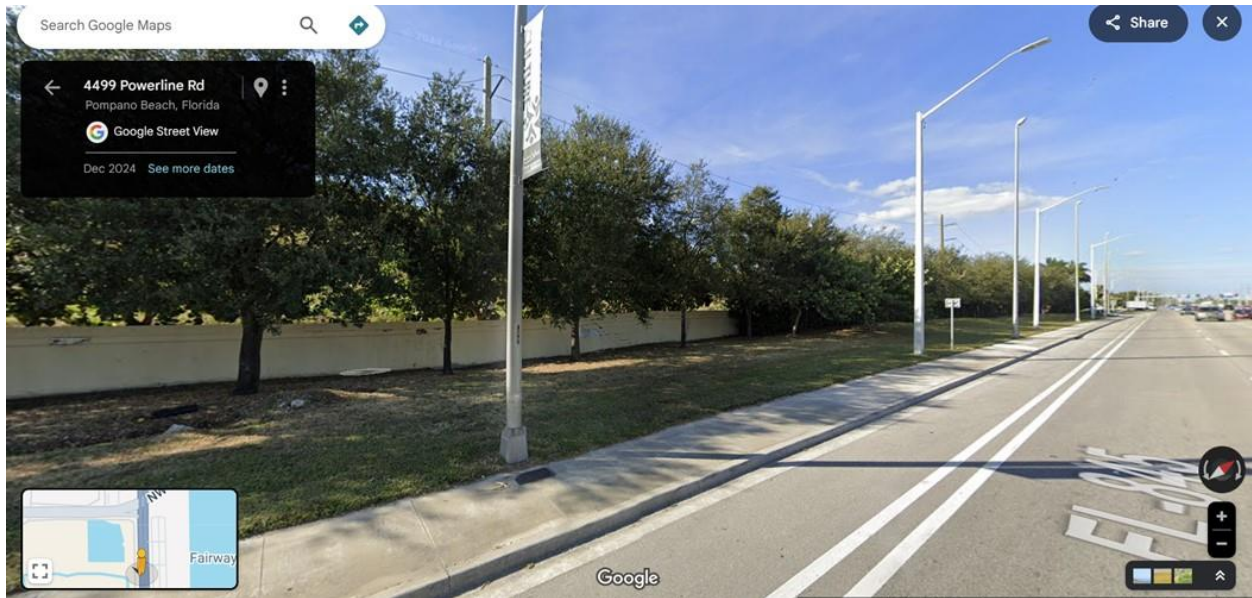
Waste Management Inc. of Florida

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2025

Exhibit A – Landscaping Example



Wiles Road indicated below:



Exhibit B – Examples of Impacts Unique to the Cities

Exhibit C – Declaration of Restrictive Covenants

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

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 the City of Coconut Creek, a municipal corporation of the State of Florida ("Coconut Creek") and the City of Deerfield Beach, a municipal corporation of the State of Florida ("Deerfield Beach").

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 Broward County, a political subdivision of the State of Florida ("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") and the Broward County Commission approved the Applications on February 25, 2025.

C. As part of that approval, Declarant and County entered into the Agreement between Broward County and Waste Management Inc. of Florida to address impacts of further development of the Monarch Hill Landfill dated February 25, 2025 (the "2025 Expansion Impacts Agreement").

D. Thereafter Coconut Creek filed certain litigation challenging the approval of the Applications identified as Case No. 25-1748GM at the State of Florida Division of Administrative Hearings and Broward County Circuit Court Case No. CACE25-004400. Declarant, County, and Deerfield Beach are parties to that litigation.

E. Declarant, County, Coconut Creek and Deerfield Beach have entered into a Settlement Agreement on _____, 2025, resolving the litigation described above (the "Settlement Agreement").

F. As a condition of Coconut Creek and Deerfield Beach entering into the Settlement Agreement, Declarant has agreed to execute and record this Declaration.

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

1. Recitations. Declarant has read, understood, 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. Declarant agrees not to expand the Landfill in any manner, including but not limited to horizontally or vertically, beyond the footprint resulting from Horizontal Expansion Condition and the Vertical Expansion Condition as defined in the 2025 Expansion Impacts Agreement.

3. Declarant agrees not to exceed the 3:1 slopes as those slopes are currently defined in Chapter 62-701.500 of the Florida Administrative Code ("FAC").

4. Declarant agrees not to construct or operate any other landfill within one mile of the outermost perimeter boundary of the Landfill (as expanded by the Horizontal Expansion Condition and the Vertical Expansion Condition). Transfer stations, recycling facilities, and construction and demolition debris recycling facilities shall not be considered landfill use.

5. Amendment; Release. This Declaration shall not be modified, amended, or released as to the Property, or 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, amendment, or release, and approved by the City Commissions of the Cities of Coconut Creek and Deerfield Beach, which approval may be withheld in each of their sole discretion.

6. Recordation and Effective Date. This Declaration shall become effective when it is recorded in the Official Records of Broward County, Florida. Once recorded, this Declaration shall run with the land for the sole benefit of Coconut Creek and Deerfield Beach and shall bind all of Declarant's heirs, successors, and assigns-in-interest with respect to the Property. This Declaration shall not give rise to any other cause of action by any parties other than Coconut Creek or Deerfield Beach, and no parties other than Coconut Creek or Deerfield Beach shall be entitled to enforce this Declaration. Any failure by Coconut Creek or Deerfield Beach 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.

7. **Enforcement.** In the event the Declarant, or its heirs, successors or assigns, violate any of the covenants and restrictions contained herein, by reference or otherwise, Declarant acknowledges and agrees that Coconut Creek or Deerfield Beach may enforce the terms of this Declaration with respect to the Property, provided Coconut Creek or Deerfield Beach first provides Declarant with written notice and a thirty (30) day opportunity to cure the violation(s). Coconut Creek and Deerfield Beach are the beneficiaries of this Declaration and, as such, Coconut Creek or Deerfield Beach may enforce these covenants and restrictions by action at law or in equity including, without limitation, the non-breaching party (or parties) may seek all available remedies, including damages, equitable or declaratory relief. In the event of litigation arising out of a claim for breach, the prevailing party shall be entitled to an award of its attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration.

8. **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 severing of any provision pursuant to this clause shall not impact any obligation in the Declaration.

9. **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 Declaration 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.

10. **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.

11. **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.

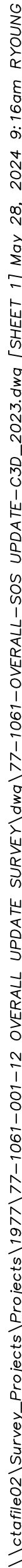
12. **Priority of Provisions.** Where this Declaration references an obligation or commitment contained in the Settlement Agreement, the terms of the Settlement Agreement shall prevail and be given effect.

13. **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.

Page 25 of 29

EXHIBIT A
LEGAL DESCRIPTION
LANDFILL PROPERTY

\\ctafile02\Survey_Projects\Projects\77-1061-001-12 OVERALL UPDATE SURVEY\dwg\77-1061-OVERALL-SOS UPDATE C3D-2023.dwg [SHEET 1] May 28, 2024 9:16am RYOUNG



4
ER
ON 16

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. 3, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 138, PAGE 31 OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A," POWERLINE PARK INDUSTRIAL CENTER, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 96, PAGE 12 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:

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

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 BREAKDOWN 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 50-17.052 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 DRAFTING 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 AFORESAIDED 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, 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 FEBRUARY/MARCH, 2024.

RAYMOND YOUNG - FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 5799
GRAVEN 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**

PREPARED FOR:
WASTE MANAGEMENT, INC. OF FLORIDA

BOUNDARY SURVEY

 **Craven & Thompson and Associates, Inc.**
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 759-6400
FAX: (954) 759-6409
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. 650014

MATERIAL, DESIGN OR WORK 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.

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN • THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED OR LOANED IN ANY MANNER WITHOUT WRITTEN PERMISSION OF CRAVEN • THOMPSON & ASSOCIATES, INC.

V-1

SHEET 1 OF 3

EXHIBIT B
LEGAL DESCRIPTION
LUPA PROPERTY

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

DESCRIPTION:

SURVEY NOTES:

- CRAVEN • THOMPSON AND ASSOCIATES, INC.**
ENGINEERS • PLANNERS • SURVEYORS
3563 S.W. 53RD STREET, TRIST LAUDERDALE, FLORIDA 33309
N.W. (954) 739-6409
FAX: (954) 739-6409
TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114
- CRAVEN THOMPSON & ASSOCIATES, INC. AND SMALL NOT
FOR HUMAN USE IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT

HEELABRATOR OF NORTH BROWARD
BOUNDARY SURVEY FOR LUPA
PREPARED FOR:
WASTE MANAGEMENT INC. OF FLORIDA
SKETCH OF SURVEY

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

PROFESSIONAL SURVEYOR & MAPPER NO. 4343
STATE OF FLORIDA

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

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

