

**RESOLUTION NO. 2015-045**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE SETTLEMENT OF THE LITIGATION STYLED *CITY OF SUNRISE, ET. AL. VS. BROWARD COUNTY*; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SETTLEMENT AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT WITH THE SETTLING MUNICIPALITIES.**

**WHEREAS**, the Town of Southwest Ranches (the "Town") was a party to the November 1986 Interlocal Agreement with Broward County (the "County") for Solid Waste Disposal Service, as amended (the "Interlocal Agreement"); and

**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; and

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

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

**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 upon the expiration of the Interlocal Agreement; and

**WHEREAS**, the participating governmental entities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and

**WHEREAS**, the Town, together with seventeen other participating governmental entities, are plaintiffs (the "Plaintiff Municipalities") in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"), which seeks a declaration regarding the assets and liabilities subject to equitable distribution; and

**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; and

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

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

**WHEREAS**, the Plaintiff Municipalities and the County have negotiated a Settlement Agreement, attached as Exhibit "A", (the "Settlement Agreement") to settle the Litigation under the terms and conditions set forth in the Settlement Agreement; and

**WHEREAS**, the Settlement Agreement provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities (the "Trust Account"), and funds deposited into the Trust Account by the County (the "Trust Account Funds") are to be distributed to the Settling Municipalities pursuant to an agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

**WHEREAS**, in February and March of 2015, the Settlement Agreement was approved by the City of Sunrise, the City of Weston, the City of Miramar, the City of Hollywood, and the City of Fort Lauderdale; and

**WHEREAS**, on April 7, 2015, the Settlement Agreement was approved by Broward County; and

**WHEREAS**, in order to implement the Settlement Agreement, the Town and the other participating governmental entities that approve and execute the Settlement Agreement (collectively, the "Settling Municipalities") have negotiated a Settlement Proceeds Distribution Agreement, attached as Exhibit "B", (the "Settling Municipalities Agreement") to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds under the terms and conditions set forth in the Settling Municipalities Agreement.

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Town Council authorizes the settlement of the Litigation under the terms and conditions set forth in the Settlement Agreement.

Section 3: The Town Administrator is authorized to execute the Settlement Agreement with the County, attached as Exhibit "A," and the Settling Municipalities Agreement with the Settling Municipalities, attached as Exhibit "B", together with such non-substantial changes as are acceptable to the Town Administrator and approved as to form and legal sufficiency by the Town Attorney.

Section 4: The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the settlement authorized in this Resolution and the intent of this Resolution.

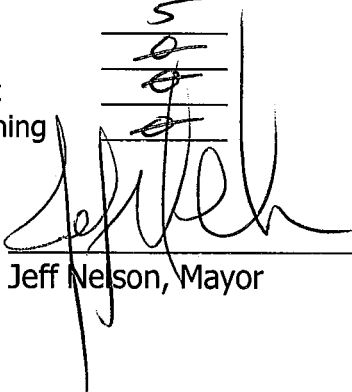
Section 5: This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 14<sup>th</sup> day of May, 2015.

Nelson	<u>Yes</u>
Fisikelli	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
McKay	<u>Yes</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
Jeff Nelson, Mayor

ATTEST:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to form:

  
Keith M. Poliakoff, Town Attorney

112411324.1

## SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into as of the Effective Date (as defined below), by and among 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 Services, as amended, (the "Interlocal Agreement") the Settlement Agreement with the County regarding the Litigation concerning equitable distribution under the Interlocal Agreement and 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 are the "Settling Municipalities").

### **WITNESS:**

**WHEREAS**, the Settling Municipalities and Broward County (the "County") were parties to the Interlocal Agreement, which provided for the creation of the Broward Solid Waste Disposal District ("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; and

**WHEREAS**, the Settling Municipalities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities; and

**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"); and

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

**WHEREAS**, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the Settling Municipalities and the County upon the expiration of the Interlocal Agreement; and

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

**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; and

**WHEREAS**, the Settling Municipalities and the County entered into a Settlement Agreement (the "Settlement Agreement") to settle the Litigation, which provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities, which is hereby designated to be the Weiss Serota Helfman Cole Bierman & Popok, P.L. Attorney IOTA Trust (the "Trust Account"); and

**WHEREAS**, pursuant to the Settlement Agreement, funds deposited into the Trust Account by the County (the "Trust Account Funds") are to be distributed to the Settling Municipalities pursuant to this Agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

**WHEREAS**, the Settling Municipalities desire to enter into this Agreement to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds 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. **Cash Payment to Settling Municipalities**: Within 30 days after the County deposits the Cash Amount (as defined in the Settlement Agreement) into the Trust Account, each Settling Municipality shall receive a distribution from the Trust Account (each is a "Settlement Payment") equal to each Settling Municipality's pro rata share allocation of the Cash Amount deposited, based on the 2012 Tonnage Schedule, minus each Settling Municipality's pro rata share of the costs and expenses set forth in this Section 2, based on the 2012 Tonnage Schedule, plus a credit to a Settling Municipality for all of such costs and expenses previously paid by it:

A. \$119,736.08, which shall be paid to the City of Fort Lauderdale for the services of its internal auditor provided to, and approved by, the governing board of the District (the "RRB") but never paid by the County;

- B. \$14,104.00, which shall be paid to plaintiffs' counsel for the legal analysis provided to, and approved by, the RRB but never paid by the County;
- C. \$294,955.69, which has been paid or is due from the Plaintiff Municipalities for litigation expenses, including attorney fees, expert fees and costs to be reimbursed to the Plaintiff Municipalities; and
- D. \$75,000.00 to plaintiffs' counsel to be held in the Trust Account to be used to pay for attorneys' fees and costs incurred after December 31, 2014, including those related to passage and implementation of the Settlement Agreement and this Agreement, and to ensure compliance in the future. Any funds remaining from the \$75,000.00 held in the Trust Account after the Alpha 250 sale shall be distributed pro rata to the Settling Municipalities based upon 2012 tonnage (and if there are insufficient funds they will be deducted from the Alpha 250 sales proceeds prior to distribution).

**3. Alpha 250 Property Sale Proceeds:**

- A. *Sale of Alpha 250.* Under the Settlement Agreement, the County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell the Alpha 250 site, as set forth in Section 2(A)(4) and Exhibit "E" of the Settlement Agreement ("Alpha 250").
- B. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County deposits the net Alpha 250 sales proceeds (as defined in, and subject to the deductions provided in, the Settlement Agreement) into the Trust Account (the "Alpha 250 Sales Proceeds"), each Settling Municipality shall receive a distribution from the Trust Account (each is a "Alpha 250 Payment") equal to each Settling Municipality's pro rata share allocation of the deposited Alpha 250 Sales Proceeds (minus unpaid expenses, if any) based on the 2012 Tonnage Schedule.

**4. Conditions Precedent; Effective Date:**

- A. *Conditions Precedent.* To be effective, this Agreement is subject to (i) the Settlement Agreement becoming effective, and (b) this Agreement being approved and executed by all of the Plaintiff Municipalities.
- B. *Effective Date.* The date of the last approval and execution of this Agreement by a Settling Municipality is the "Effective Date" of this Agreement.

5. **Entire Agreement:** This Agreement, and the Settlement Agreement, constitute 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 in it.

6. **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.

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

8. **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.

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

10. **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 one of the parties than the other.

11. **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 voluntarily amend any portion of this Agreement as necessary to comply with a Court order.

12. **Further Assurances:** At any time, and from time to time, after the Effective Date of this Agreement, each party will execute such additional instruments and take such action as may be reasonably requested by the other party, to confirm or otherwise to carry out the intent and purpose of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

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

ATTEST:

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

**TOWN OF SOUTHWEST RANCHES**  
By: Jeff Nelson  
Jeff Nelson, Mayor  
14<sup>th</sup> day of May, 2015

Approved as to form and legality:

By: Keith M. Poliakoff  
Keith M. Poliakoff, Town Attorney  
14<sup>th</sup> day of May, 2015

By: Andrew D. Berns  
Andrew D. Berns, Town Administrator  
14<sup>th</sup> day of May, 2015

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 "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%

## 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](mailto:bhenry@broward.org) with a copy to Andrew Meyers at [ameyers@broward.org](mailto: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 responsive and responsible 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](mailto: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 \_\_\_ day of \_\_\_\_\_, 2015, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

\_\_\_ day of \_\_\_\_\_, 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

\_\_\_ day of \_\_\_\_\_, 2015

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

**TOWN OF SOUTHWEST RANCHES**

ATTEST:

Russell Muñiz

Russell Muñiz, Asst. Town Administrator/Town Clerk

By: Jeff Nelson

Jeff Nelson, Mayor

14<sup>th</sup> day of May, 2015

Approved as to form and legality:

By: Keith M. Poliakoff

Keith M. Poliakoff, Town Attorney

14<sup>th</sup> day of May, 2015

By: Andrew D. Berns

Andrew D. Berns, Town Administrator

14<sup>th</sup> day of May, 2015

WITNESSES

Danielle Cabán

SIGNATURE

Danielle Cabán

Print Name

Yanni Hain

SIGNATURE

Yanni Hain

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"

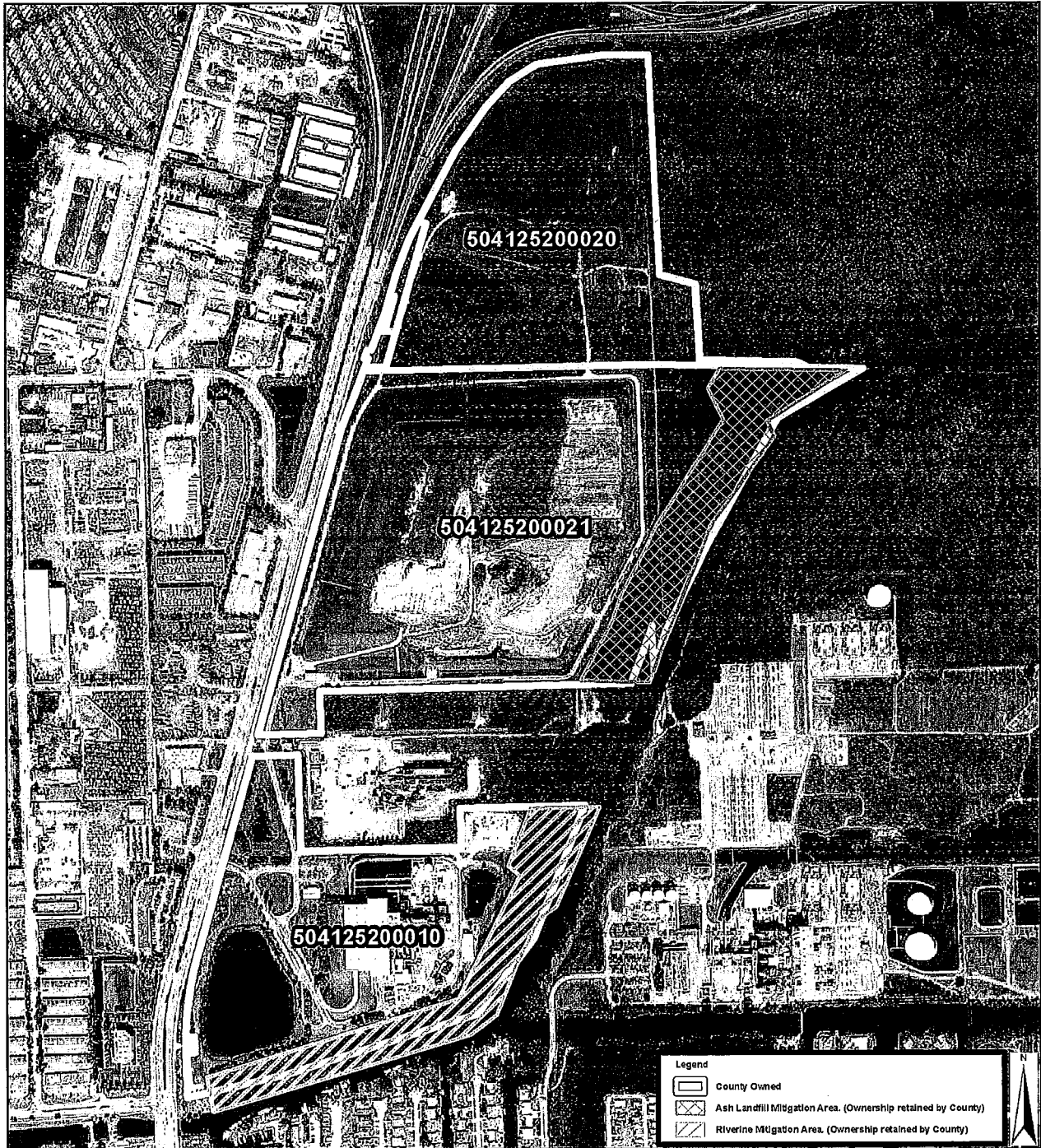
2012 TONNAGE SCHEDULE

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**



1/25/2015

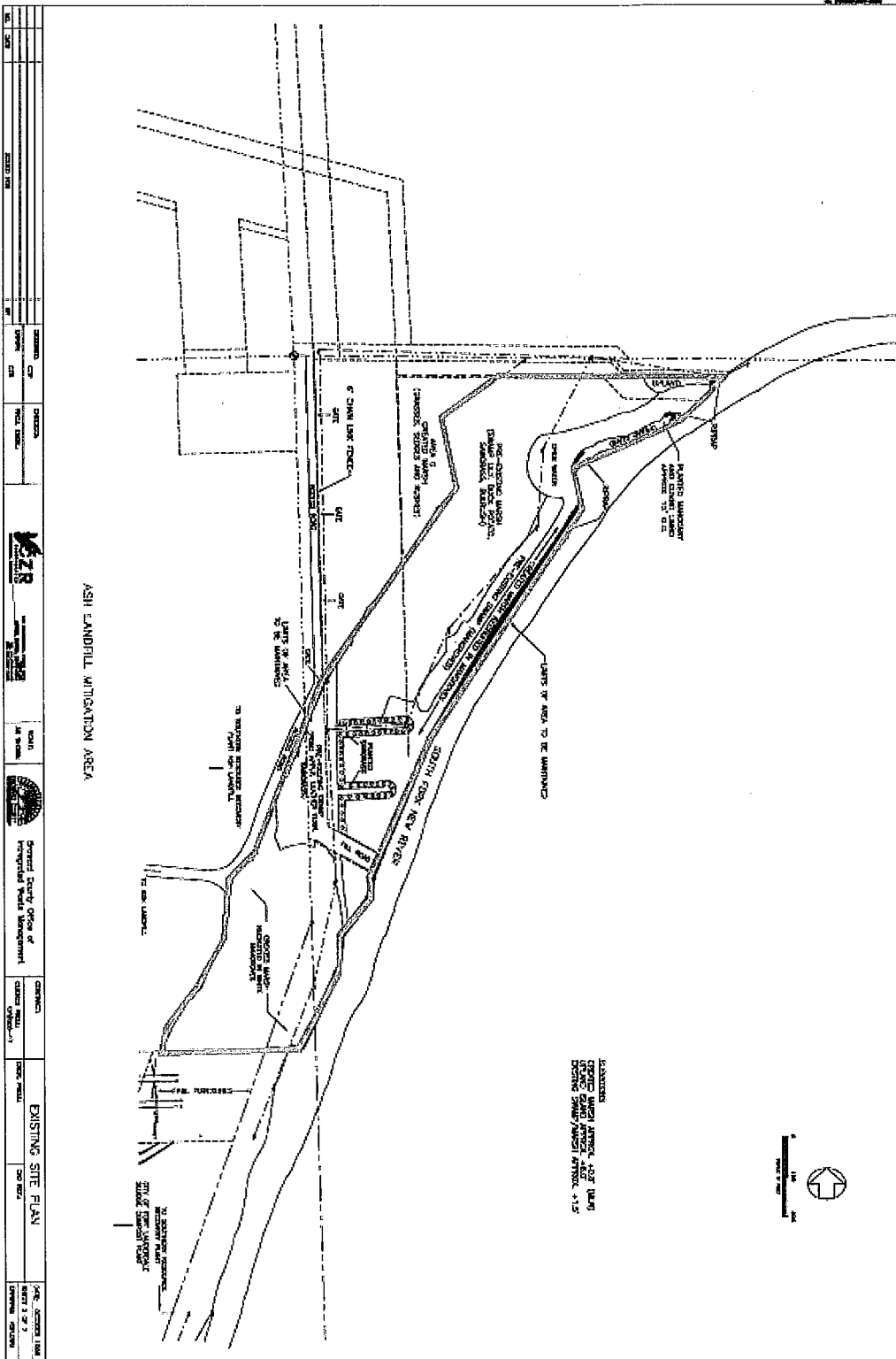
This map is for conceptual purposes only and should not be used for legal boundary determination.

## **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.

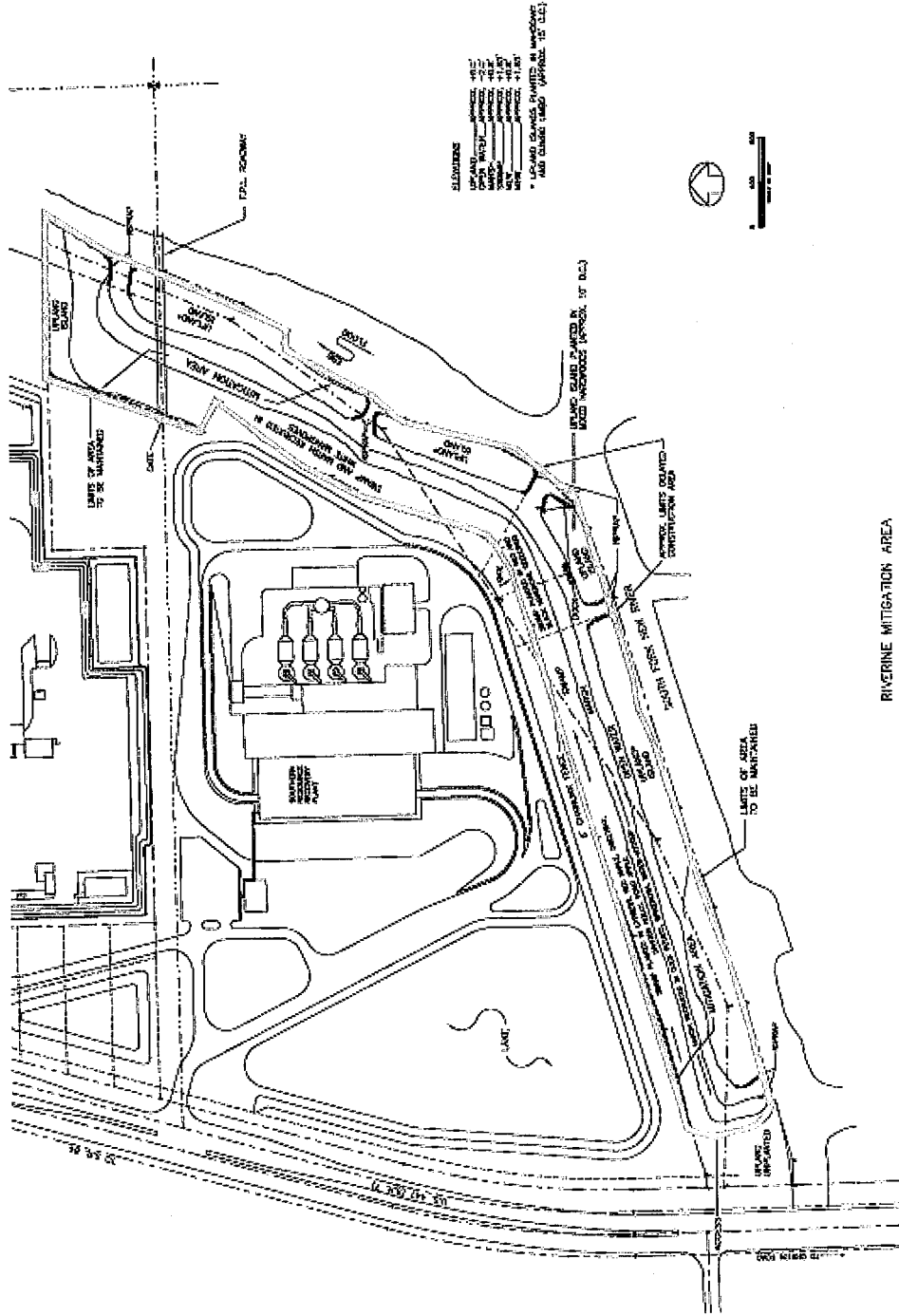




ASH LANDFILL MITIGATION AREA

DATE	10/15/2010	BY	W. J. BROWN
PROJECT	ASH LANDFILL MITIGATION AREA	CLIENT	STATE OF CALIFORNIA
SCALE	AS SHOWN	DESIGNER	W. J. BROWN & ASSOCIATES, INC.
PROJECT NO.	10-001	DATE	10/15/2010
PROJECT NAME	ASH LANDFILL MITIGATION AREA	PROJECT NO.	10-001
PROJECT LOCATION	ASH LANDFILL MITIGATION AREA	PROJECT NAME	ASH LANDFILL MITIGATION AREA
PROJECT OWNER	STATE OF CALIFORNIA	PROJECT LOCATION	ASH LANDFILL MITIGATION AREA
PROJECT CONTACT	STATE OF CALIFORNIA	PROJECT OWNER	STATE OF CALIFORNIA
PROJECT ADDRESS	ASH LANDFILL MITIGATION AREA	PROJECT CONTACT	STATE OF CALIFORNIA
PROJECT CITY	ASH LANDFILL MITIGATION AREA	PROJECT ADDRESS	ASH LANDFILL MITIGATION AREA
PROJECT STATE	ASH LANDFILL MITIGATION AREA	PROJECT CITY	ASH LANDFILL MITIGATION AREA
PROJECT ZIP	ASH LANDFILL MITIGATION AREA	PROJECT STATE	ASH LANDFILL MITIGATION AREA
PROJECT COUNTY	ASH LANDFILL MITIGATION AREA	PROJECT ZIP	ASH LANDFILL MITIGATION AREA
PROJECT DISTRICT	ASH LANDFILL MITIGATION AREA	PROJECT COUNTY	ASH LANDFILL MITIGATION AREA
PROJECT REGION	ASH LANDFILL MITIGATION AREA	PROJECT DISTRICT	ASH LANDFILL MITIGATION AREA
PROJECT ZONE	ASH LANDFILL MITIGATION AREA	PROJECT REGION	ASH LANDFILL MITIGATION AREA
PROJECT PHASE	ASH LANDFILL MITIGATION AREA	PROJECT ZONE	ASH LANDFILL MITIGATION AREA
PROJECT STATUS	ASH LANDFILL MITIGATION AREA	PROJECT PHASE	ASH LANDFILL MITIGATION AREA
PROJECT TYPE	ASH LANDFILL MITIGATION AREA	PROJECT STATUS	ASH LANDFILL MITIGATION AREA
PROJECT CLASS	ASH LANDFILL MITIGATION AREA	PROJECT TYPE	ASH LANDFILL MITIGATION AREA
PROJECT SUBCLASS	ASH LANDFILL MITIGATION AREA	PROJECT CLASS	ASH LANDFILL MITIGATION AREA
PROJECT CATEGORY	ASH LANDFILL MITIGATION AREA	PROJECT SUBCLASS	ASH LANDFILL MITIGATION AREA
PROJECT SUBCATEGORY	ASH LANDFILL MITIGATION AREA	PROJECT CATEGORY	ASH LANDFILL MITIGATION AREA
PROJECT CODE	ASH LANDFILL MITIGATION AREA	PROJECT SUBCATEGORY	ASH LANDFILL MITIGATION AREA
PROJECT SUBCODE	ASH LANDFILL MITIGATION AREA	PROJECT CODE	ASH LANDFILL MITIGATION AREA
PROJECT ALIAS	ASH LANDFILL MITIGATION AREA	PROJECT SUBCODE	ASH LANDFILL MITIGATION AREA
PROJECT ALIASES	ASH LANDFILL MITIGATION AREA	PROJECT ALIAS	ASH LANDFILL MITIGATION AREA
PROJECT ABBREVIATION	ASH LANDFILL MITIGATION AREA	PROJECT ALIASES	ASH LANDFILL MITIGATION AREA
PROJECT FULLNAME	ASH LANDFILL MITIGATION AREA	PROJECT ABBREVIATION	ASH LANDFILL MITIGATION AREA
PROJECT SHORTNAME	ASH LANDFILL MITIGATION AREA	PROJECT FULLNAME	ASH LANDFILL MITIGATION AREA
PROJECT LONGNAME	ASH LANDFILL MITIGATION AREA	PROJECT SHORTNAME	ASH LANDFILL MITIGATION AREA
PROJECT DISPLAYNAME	ASH LANDFILL MITIGATION AREA	PROJECT LONGNAME	ASH LANDFILL MITIGATION AREA
PROJECT SEARCHNAME	ASH LANDFILL MITIGATION AREA	PROJECT DISPLAYNAME	ASH LANDFILL MITIGATION AREA
PROJECT SORTNAME	ASH LANDFILL MITIGATION AREA	PROJECT SEARCHNAME	ASH LANDFILL MITIGATION AREA
PROJECT INDEXNAME	ASH LANDFILL MITIGATION AREA	PROJECT SORTNAME	ASH LANDFILL MITIGATION AREA
PROJECT KEYNAME	ASH LANDFILL MITIGATION AREA	PROJECT INDEXNAME	ASH LANDFILL MITIGATION AREA
PROJECT VALUE	ASH LANDFILL MITIGATION AREA	PROJECT KEYNAME	ASH LANDFILL MITIGATION AREA
PROJECT DISPLAYVALUE	ASH LANDFILL MITIGATION AREA	PROJECT VALUE	ASH LANDFILL MITIGATION AREA
PROJECT SEARCHVALUE	ASH LANDFILL MITIGATION AREA	PROJECT DISPLAYVALUE	ASH LANDFILL MITIGATION AREA
PROJECT INDEXVALUE	ASH LANDFILL MITIGATION AREA	PROJECT SEARCHVALUE	ASH LANDFILL MITIGATION AREA
PROJECT KEYVALUE	ASH LANDFILL MITIGATION AREA	PROJECT INDEXVALUE	ASH LANDFILL MITIGATION AREA
PROJECT VALUE1	ASH LANDFILL MITIGATION AREA	PROJECT KEYVALUE	ASH LANDFILL MITIGATION AREA
PROJECT VALUE2	ASH LANDFILL MITIGATION AREA	PROJECT VALUE1	ASH LANDFILL MITIGATION AREA
PROJECT VALUE3	ASH LANDFILL MITIGATION AREA	PROJECT VALUE2	ASH LANDFILL MITIGATION AREA
PROJECT VALUE4	ASH LANDFILL MITIGATION AREA	PROJECT VALUE3	ASH LANDFILL MITIGATION AREA
PROJECT VALUE5	ASH LANDFILL MITIGATION AREA	PROJECT VALUE4	ASH LANDFILL MITIGATION AREA
PROJECT VALUE6	ASH LANDFILL MITIGATION AREA	PROJECT VALUE5	ASH LANDFILL MITIGATION AREA
PROJECT VALUE7	ASH LANDFILL MITIGATION AREA	PROJECT VALUE6	ASH LANDFILL MITIGATION AREA
PROJECT VALUE8	ASH LANDFILL MITIGATION AREA	PROJECT VALUE7	ASH LANDFILL MITIGATION AREA
PROJECT VALUE9	ASH LANDFILL MITIGATION AREA	PROJECT VALUE8	ASH LANDFILL MITIGATION AREA
PROJECT VALUE10	ASH LANDFILL MITIGATION AREA	PROJECT VALUE9	ASH LANDFILL MITIGATION AREA

**EXHIBIT B**



**ELEVATIONS**

UPLAND	APPROX. 48.0'
PLAIN	APPROX. 47.0'
WATER	APPROX. 47.0'
WATER	APPROX. 47.0'
WATER	APPROX. 47.0'
WATER	APPROX. 47.0'
WATER	APPROX. 47.0'
WATER	APPROX. 47.0'
WATER	APPROX. 47.0'

\* UPLAND SQUARES SHOWN IN MATCHLINE ARE CHANGING (APPROX. 15' U.L.E.)

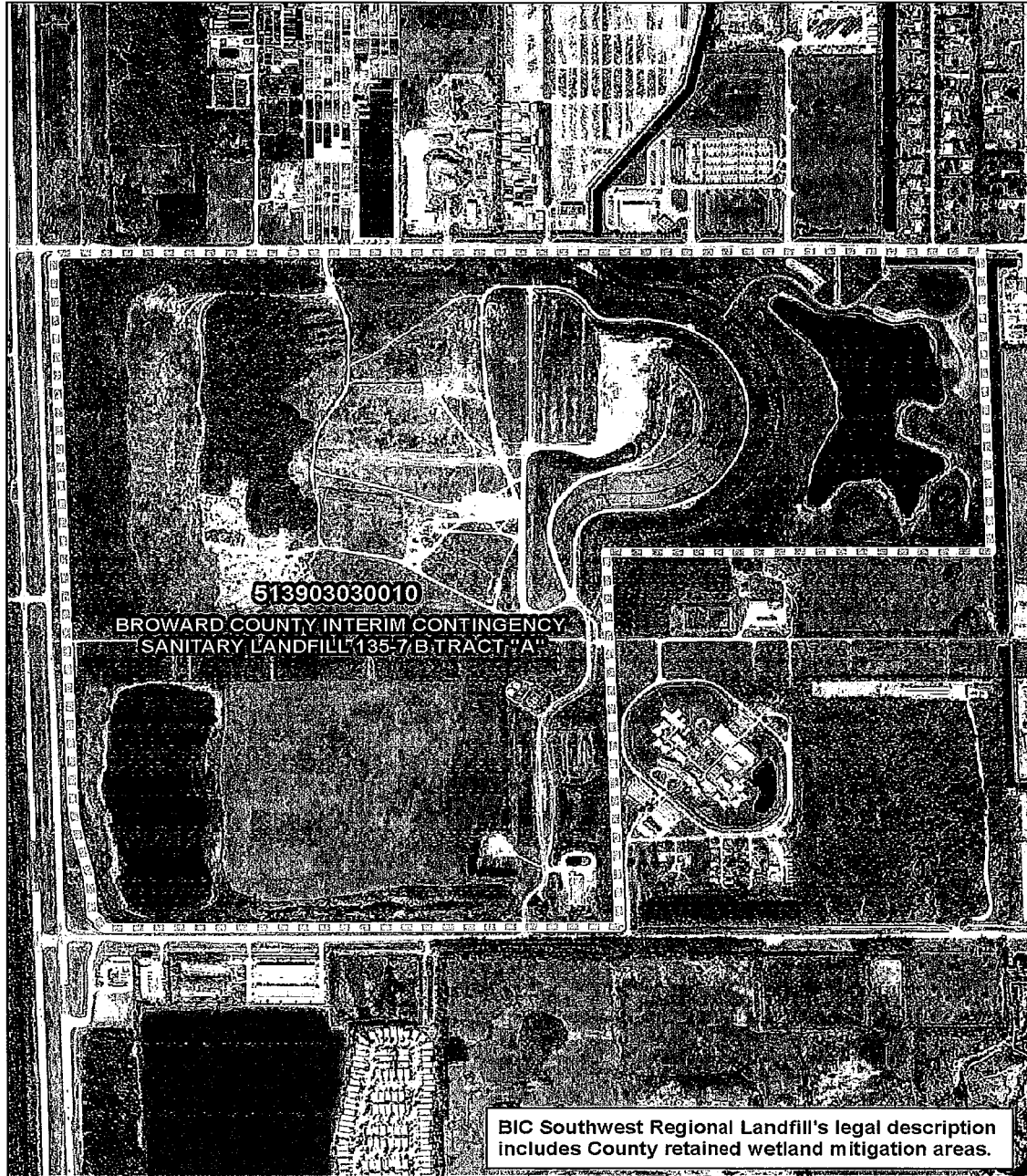


**RIVERINE MITIGATION AREA**

DATE: 10/15/87	EXISTING SITE PLAN
SCALE: 1" = 100'	DATE: 10/15/87
PROJECT: 10/15/87	PROJECT: 10/15/87
CLIENT: 10/15/87	CLIENT: 10/15/87
DESIGNER: 10/15/87	DESIGNER: 10/15/87
CHECKED: 10/15/87	CHECKED: 10/15/87
APPROVED: 10/15/87	APPROVED: 10/15/87
DRAWN: 10/15/87	DRAWN: 10/15/87
SCALE: 1" = 100'	SCALE: 1" = 100'
DATE: 10/15/87	DATE: 10/15/87
PROJECT: 10/15/87	PROJECT: 10/15/87
CLIENT: 10/15/87	CLIENT: 10/15/87
DESIGNER: 10/15/87	DESIGNER: 10/15/87
CHECKED: 10/15/87	CHECKED: 10/15/87
APPROVED: 10/15/87	APPROVED: 10/15/87
DRAWN: 10/15/87	DRAWN: 10/15/87

EXHIBIT "C"

BIC LANDFILL AERIAL AND LEGAL DESCRIPTION



This map is for conceptual purposes only and should not be used for legal boundary determinations.  
1/18/2015

**Southwest Regional (BIC) Landfill (includes mitigation areas)**

**LEGAL DESCRIPTION**

All that portion of the East ½ 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 ¼ 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 ½ of the N.W. ¼ 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 ½ of the N.E. ¼ 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 ½ of the N.E. ¼ 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 ½ of the S.W. ¼ 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"**

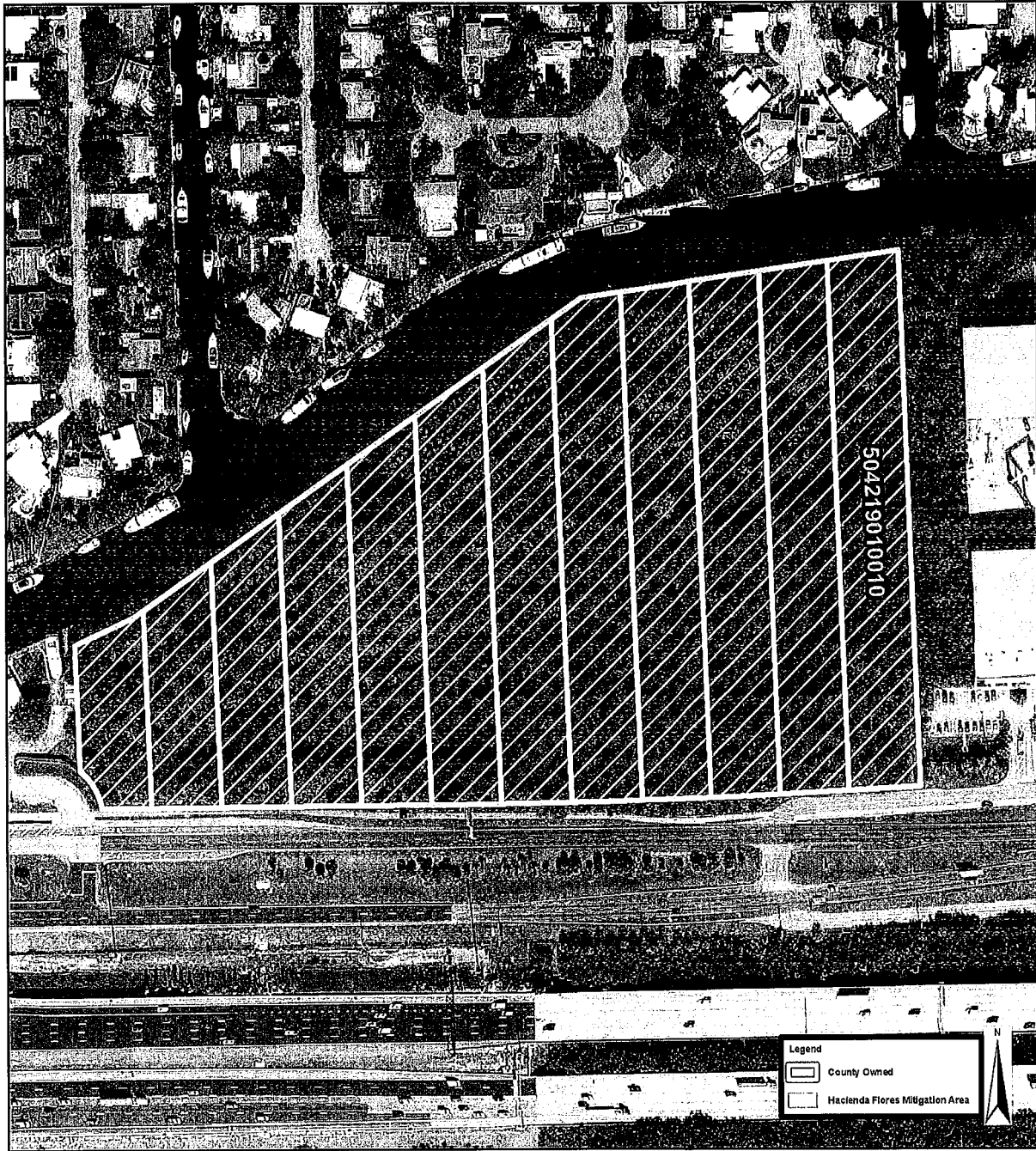
**MITIGATION PROPERTIES AERIALS**

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



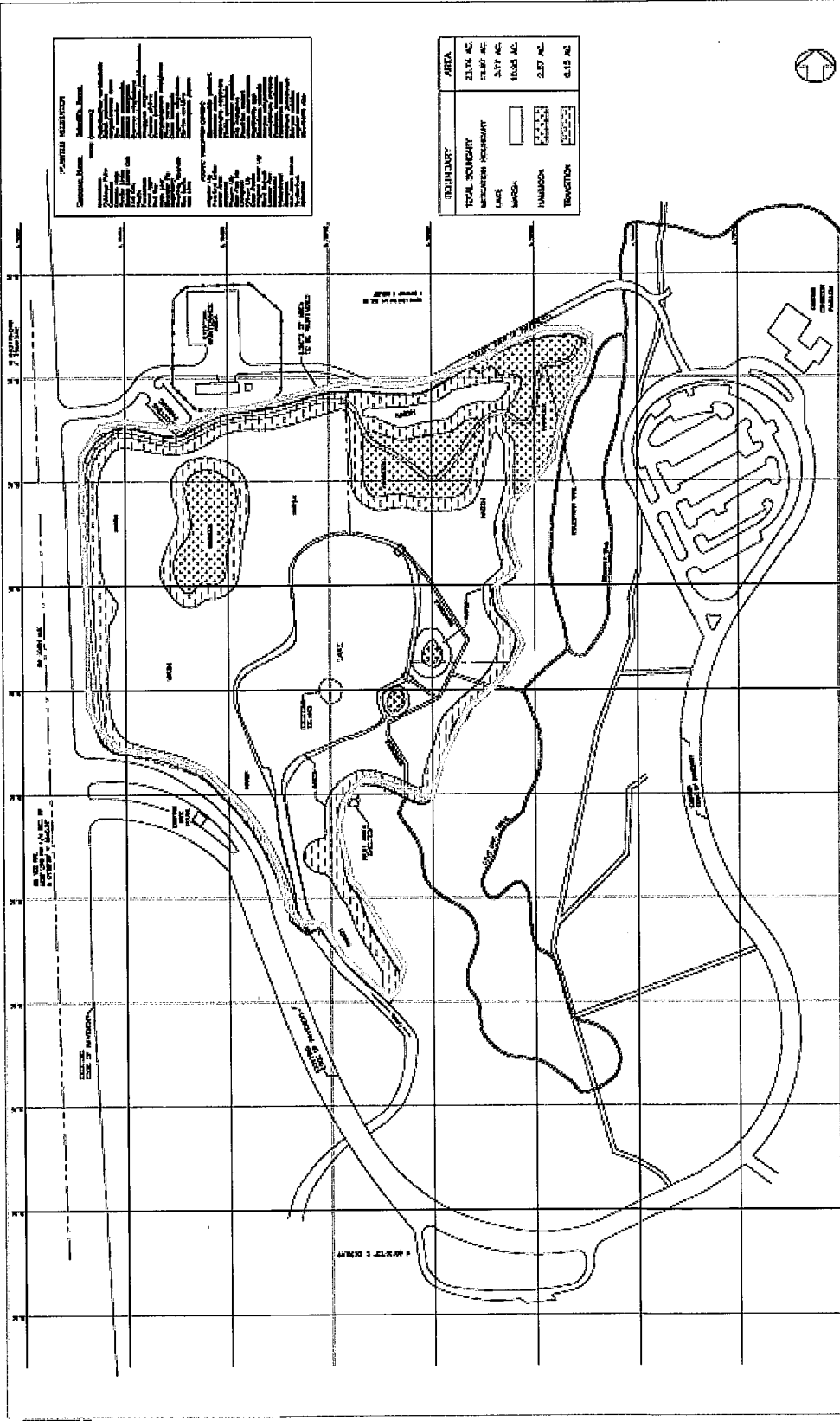
**MITIGATION AREA 2**

**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.

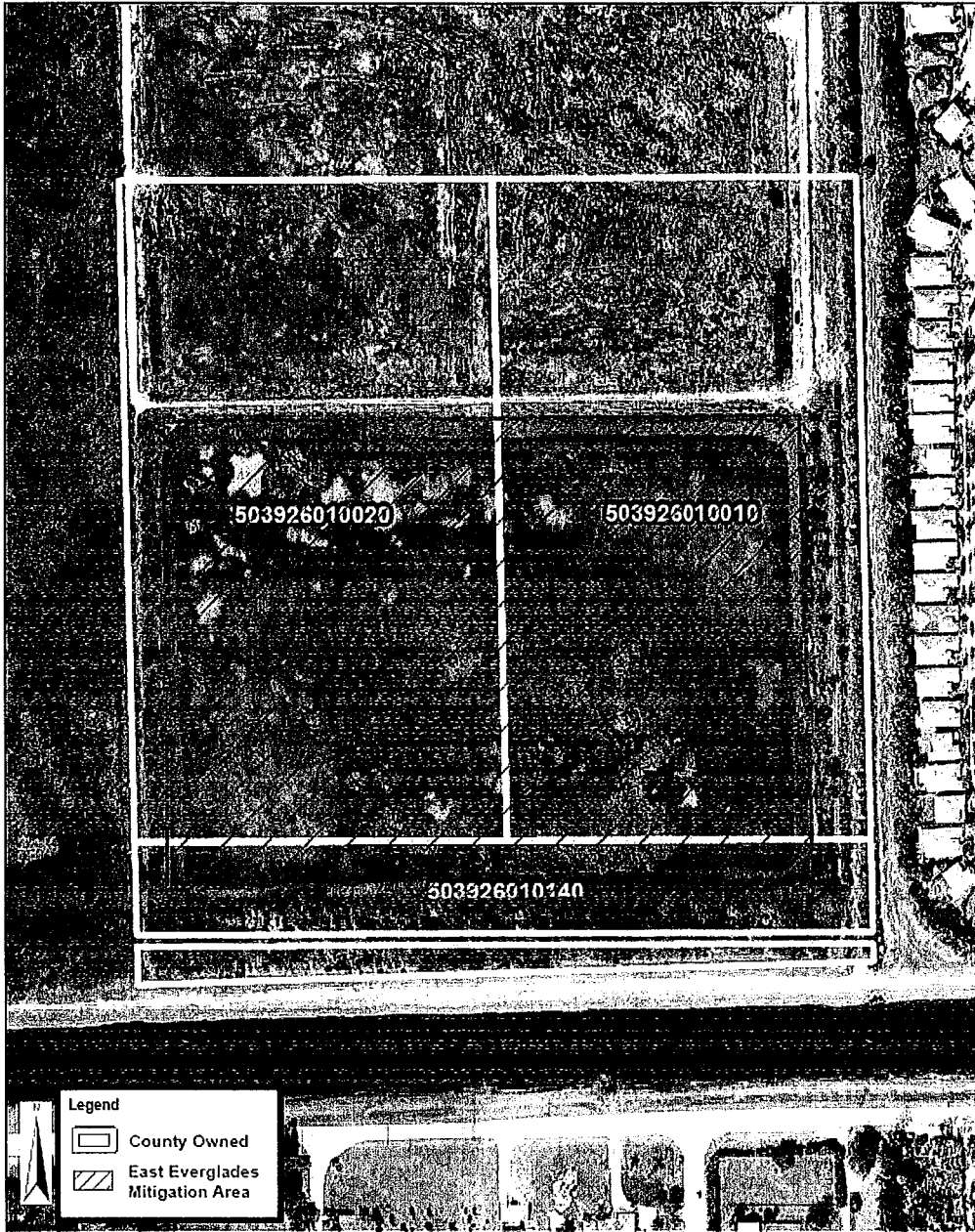




**TREE TOPS PARK MITIGATION AREA**

<b>DATE:</b> 08/12/2024	<b>PROJECT:</b> TREE TOPS PARK MITIGATION AREA	<b>DRAWN BY:</b> [Name]	<b>CHECKED BY:</b> [Name]	<b>SCALE:</b> 1" = 40'	<b>PROJECT NO.:</b> [Number]
<b>CLIENT:</b> [Name]		<b>LOCATION:</b> [Address]		<b>PROJECT NO.:</b> [Number]	
<b>EXISTING SITE PLAN</b>					
DRAWING NO. [Number]					

Mitigation Area 3  
East Everglades Mitigation Area



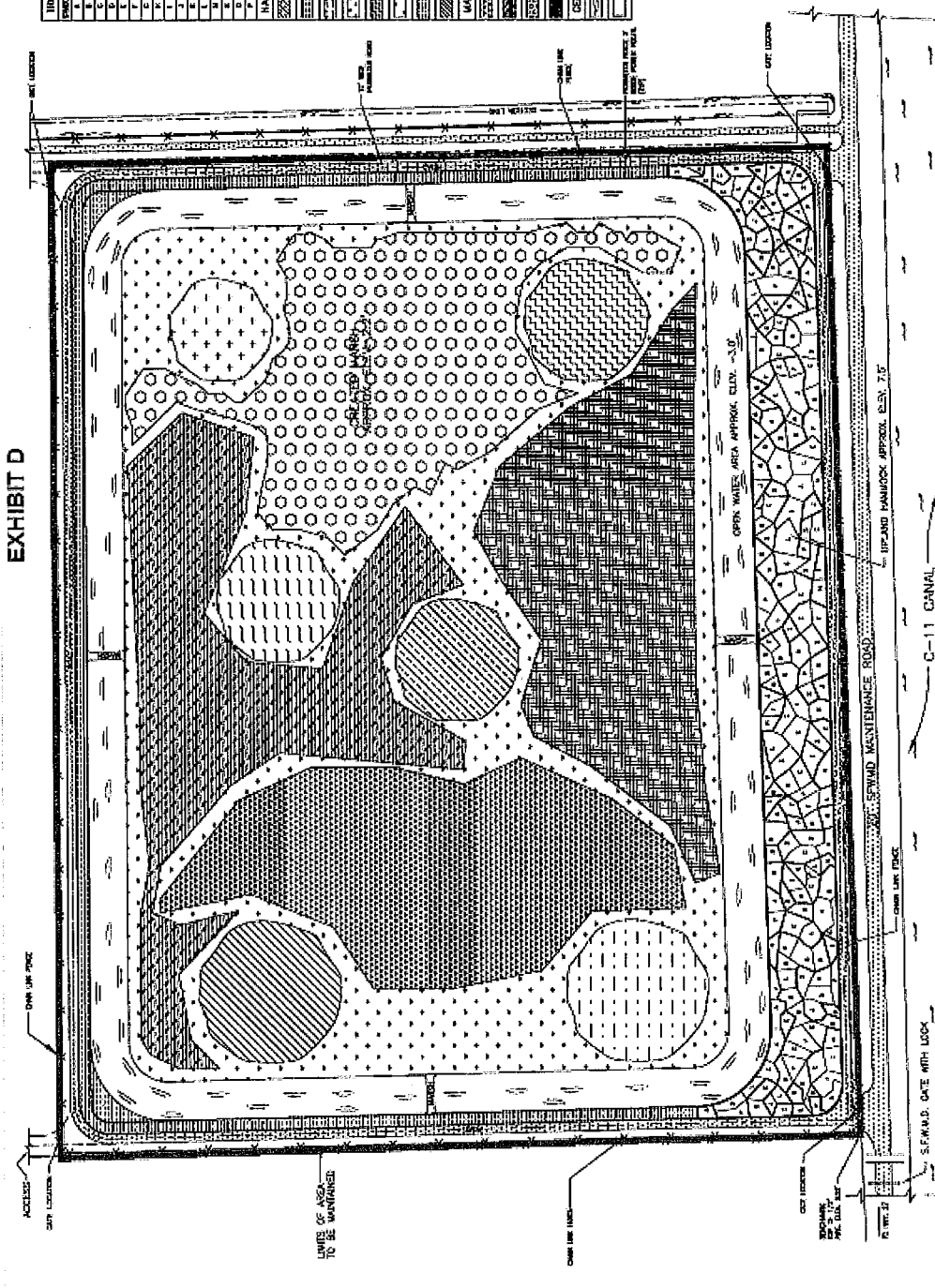
**MITIGATION AREA 3**

**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.

**EXHIBIT D**



**LEGEND**

TROPICAL HARDWOOD TREES (SEE NOTE 1)	
1	COCONUT PALM
2	KEYHOLE PALM
3	SPERMATOPHYTES
4	SWAMP BIRCH
5	SWAMP CYPRESS
6	WAX PALM
7	WAX PALM
8	WAX PALM
9	WAX PALM
10	WAX PALM
11	WAX PALM
12	WAX PALM
13	WAX PALM
14	WAX PALM
15	WAX PALM
16	WAX PALM
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96	WAX PALM
97	WAX PALM
98	WAX PALM
99	WAX PALM
100	WAX PALM

NATIVE FLORIDA VEGETATION (SEE NOTE 2)	
101	WAX PALM
102	WAX PALM
103	WAX PALM
104	WAX PALM
105	WAX PALM
106	WAX PALM
107	WAX PALM
108	WAX PALM
109	WAX PALM
110	WAX PALM
111	WAX PALM
112	WAX PALM
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145	WAX PALM
146	WAX PALM
147	WAX PALM
148	WAX PALM
149	WAX PALM
150	WAX PALM

MARSH PLANTS	
151	WAX PALM
152	WAX PALM
153	WAX PALM
154	WAX PALM
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177	WAX PALM
178	WAX PALM
179	WAX PALM
180	WAX PALM
181	WAX PALM
182	WAX PALM
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194	WAX PALM
195	WAX PALM
196	WAX PALM
197	WAX PALM
198	WAX PALM
199	WAX PALM
200	WAX PALM

**EAST EVERGLADES MITIGATION AREA**

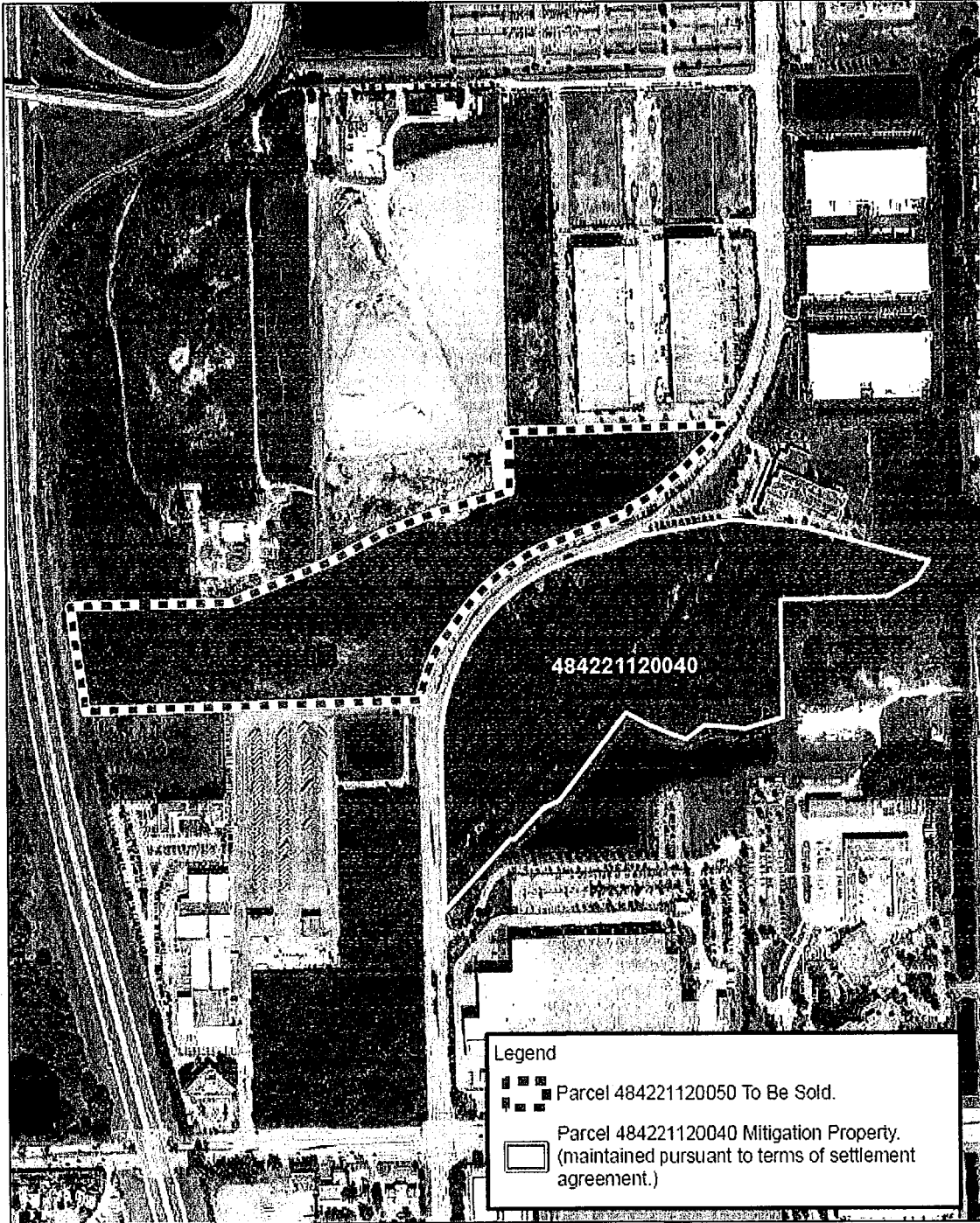
DATE: 10/15/2014  
 DRAWN BY: J. B. ...  
 CHECKED BY: ...  
 PROJECT NO: ...  
 SHEET NO: 26

CONTRACT: ...  
 CONTRACTOR: ...  
 CLIENT: ...  
 SCALE: AS SHOWN

DESIGNED BY: ...  
 CHECKED BY: ...  
 DRAWN BY: ...

EXHIBIT "E"

ALPHA 250 AERIAL AND LEGAL DESCRIPTION



1/25/2015

This map is for conceptual purposes only and should not be used for legal boundary descriptions.

**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.