

**MACON COUNTY BOARD RESOLUTION  
APPROVING A HOST AGREEMENT BETWEEN  
MACON COUNTY AND VEOLIA ES VALLEY VIEW LANDFILL, INC.**

**RESOLUTION NO. G-3239-10-08**

**WHEREAS**, Veolia ES Valley View Landfill, Inc. ("Veolia") has an interest in real estate located in Macon County, such land being situated to the north and south of Hill Road and to the east and west of Bear Road (the "Property"); and

**WHEREAS**, Veolia desires to expand the existing pollution control facility that is located on a portion of the Property and currently used as a municipal solid waste landfill (the "Landfill"); and

**WHEREAS**, Veolia intends to apply for siting of the Landfill at the Property, pursuant to the Illinois Environmental Protection Act (the "Act"), 415 ILCS 5/39.2, and Macon County Ordinance No. 0-75-9-08 (the "Siting Ordinance"); and

**WHEREAS**, Macon County desires to obtain certain environmental commitments, protections and enhancements concerning the development of the Landfill; and

**WHEREAS**, Macon County desires that Veolia develop the Landfill in a manner that achieves long term environmental, infrastructure, economic and public use benefits to Macon County; and

**WHEREAS**, Macon County and Veolia propose to enter into the attached Host Agreement; and

**WHEREAS**, if the Macon County Board grants siting approval for the Landfill, and the IEPA issues permits for the development and operation of the Landfill, then the Host Agreement provides for certain benefits to be afforded to Macon County by Veolia; and

**WHEREAS**, by entering into this Host Agreement the Macon County Board does not express any opinion or commitment with respect to any application for siting approval that might be submitted to the Board by any person under the Siting Ordinance.


**WHEREAS**, the EEHW Committee recommended approval of this Host Agreement on September 18, 2008; and

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the attached Host Agreement with Veolia ES Valley View Landfill, Inc.

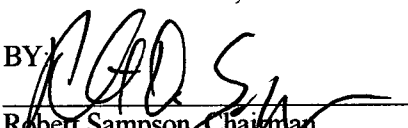
**BE IT FURTHER RESOLVED** by the Macon County Board that this Resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED and APPROVED** this 9th day of October, 2008.

AYES 16 NAYS 4

ATTEST:   
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

BY:   
Robert Sampson, Chairman  
Macon County Board

**FILED**

OCT 10 2008

STEPHEN M. BEAN  
COUNTY CLERK, MACON COUNTY

**WINTERS, FEATHERSTUN, GAUMER, POSTLEWAIT, STOCKS & FLYNN**  
222 North Water Street, Suite 200  
Decatur, Illinois 62523

Glen A. Featherstun  
Daniel L. Gaumer  
R. Samuel Postlewait  
Jerrold H. Stocks  
Edward F. Flynn  
Erick F. Hubbard

**MAILING ADDRESS**  
P. O. Box 1760  
Decatur, Illinois 62525  
(217) 429-4453  
Fax: (217) 425-8892  
Website: [www.centralillaw.com](http://www.centralillaw.com)

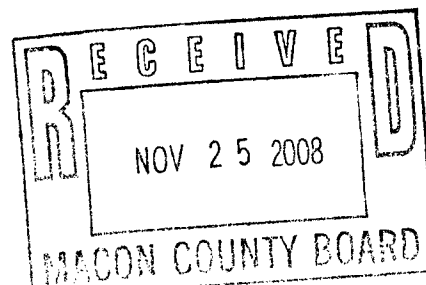
Robert P. Vail  
(1877-1964)  
Walker H. Mills  
(1893-1962)  
Thos H. Armstrong  
(1897-1981)  
Roswell C. Prince  
(1919-1994)

Joseph R. Wetzel

Of Counsel  
Robert D. Winters

WRITER'S DIRECT E-MAIL: [eflynn@family-net.net](mailto:eflynn@family-net.net)

November 24, 2008



**HAND DELIVERED TO ALL ADRESSEES**

Mr. Bob Sampson,  
Macon County Board Chairman  
Macon County Board  
141 South Main Street  
5<sup>th</sup> Floor  
Decatur, IL 62523

Mr. Randy Waks  
Macon County State's Attorney's Office  
253 East Wood Street  
Decatur, IL 62523

Mr. Jay Dunn  
IBEW Local 146  
3390 North Woodford Street  
Decatur, IL 62526

Mr. Jack Ahola  
Macon County State's Attorney's Office  
253 East Wood Street  
Decatur, IL 62523

RE: Veolia ES Valley View Landfill, Inc. and County of Macon Host Agreement

Gentlemen:

Enclosed with this correspondence is the final executed Agreement for the above-referenced matter. Please note that the Guaranty has been changed since the original signature by Mr. Sampson. The Guaranty was not executed by the President of Veolia ES Solid Waste of North America, LLC. Therefore, we had the Guaranty re-executed by Richard Burke, President, Veolia ES Solid Waste of North America, LLC. This is clearly in the County's best interest to ensure that the Guaranty is an effective Guaranty; however, I did want to point out this modification.

Very truly yours,

  
Edward F. Flynn

WINTERS, FEATHERSTUN, GAUMER, POSTLEWAIT, STOCKS & FLYNN

EFF:plf  
Enclosure

**HOST AGREEMENT BETWEEN THE  
COUNTY OF MACON  
AND  
VEOLIA ES VALLEY VIEW LANDFILL, INC**

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**HOST AGREEMENT BETWEEN THE COUNTY OF MACON AND  
VEOLIA ES VALLEY VIEW LANDFILL, INC.**

THIS HOST AGREEMENT (“Host Agreement” or “Agreement”) is entered into as of the 9th day of October, 2008, between the COUNTY of MACON, Illinois (“COUNTY”) and VEOLIA ES VALLEY VIEW LANDFILL, INC., an Illinois corporation qualified to do business in Illinois (“VEOLIA”).

**RECITALS**

WHEREAS, VEOLIA has an interest in real estate located in the COUNTY, such land being situated to the north and south of Hill Road and to the east and west of Bear Road, which property is more specifically described on Attachment A (the “Property”); and

WHEREAS, VEOLIA desires to expand the existing pollution control facility that is located on a portion of the Property and currently used as a municipal solid waste landfill, the expansion of such facility referred to herein as the “Landfill”; and

WHEREAS, VEOLIA is a provider of comprehensive waste management services in the State of Illinois (“State”), serving customers and operating other landfill disposal sites in the State; and

WHEREAS, Veolia ES Solid Waste of North America, LLC, is the corporate parent of VEOLIA VALLEY VIEW LANDFILL, INC. and, as a precondition to the COUNTY entering into this agreement, Veolia ES Solid Waste of North America, LLC has agreed to provide, as set forth herein, a written guarantee of VEOLIA's performance of this Agreement, and each term hereof; and

WHEREAS, VEOLIA intends to apply for siting of the Landfill at the Property, pursuant to the Illinois Environmental Protection Act (the “Act”), 415 ILCS 5/39.2, and COUNTY Ordinance No. 0-75-9-08 (the “Siting Ordinance”); and

WHEREAS, the COUNTY is a unit of local government in the State of Illinois; and

WHEREAS, the COUNTY seeks to obtain certain environmental commitments, protections and enhancements concerning the development of the Landfill; and

WHEREAS, VEOLIA intends to develop the Landfill in a manner that achieves long term environmental, infrastructure, economic and public use benefits to the COUNTY; and

WHEREAS, if the COUNTY grants siting approval for the Landfill, and the IEPA issues permits for the development and operation of the Landfill, then VEOLIA agrees to afford certain benefits to the COUNTY, as set forth in this Agreement; and

WHEREAS, by entering into this Agreement the COUNTY Board (the "Board") does not express any opinion or commitment with respect to any application for siting approval that might be submitted to the Board by any person under the Siting Ordinance.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VEOLIA and the COUNTY hereby agree as follows:

#### **ARTICLE 1. GENERAL**

1.1. Incorporation of Recitals. The above recitals are incorporated as part of this Agreement as though fully set forth herein.

1.2. Property. This Agreement encompasses and relates to the Property, as legally described in Attachment A. Any further or future requests for expansion of the Landfill, whether on the Property or located elsewhere in the COUNTY, is not encompassed by this Agreement and will be the subject matter of a separate Host Agreement, or a supplement to this Agreement, as later determined by the parties to this Agreement.

1.3. Effective Date. This Agreement shall be effective upon execution by the parties hereto and acceptance of its terms by the Board through the adoption of an ordinance incorporating its terms.

1.4. Expiration Date. This Agreement shall expire on the date of closure of the Landfill, as certified by the IEPA ("Final Closure"), presuming siting approval and environmental permitting has been

achieved and the Landfill becomes operational, except that the operative effect of the following Sections shall continue beyond Final Closure.

Section/Article	Description
Article 1	General
Article 2	Definitions
§3.3	Performance Commitment
§3.4	Operator Pledge
§4.3	Community Relations/Complaint Resolution
§4.5	Siting Conditions but only to extent, by their terms, continued compliance is required after certified Final Closure
§4.6	COUNTY Access and Inspection Rights
§5.1	Compliance
§5.2	Indemnification
§5.3	Third Party Claims
§5.4	Retention of Counsel; Settlement
§5.5(a)	Insurance (excluding pollution liability Insurance and subject to the terms of the Agreement between the COUNTY and VEOLIA)
Article 7	Default and Remedies
Article 8	Miscellaneous

If local siting approval by the COUNTY or environmental permitting by the IEPA for the Landfill is not achieved by VEOLIA, this Agreement shall expire within thirty days of notification of termination from VEOLIA to the COUNTY.

## **ARTICLE 2. DEFINITIONS**

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

2.1. "Act" refers to the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., the Illinois Pollution Control Board regulations issued pursuant thereto and relevant permit requirements the IEPA may in the future issue with respect to the Landfill.

- 2.2. “Agency” and “IEPA” refer to the Illinois Environmental Protection Agency.
- 2.3. “Agreement” or “Host Agreement” refers to this Agreement and the provisions contained herein.
- 2.4. “Application” refers to the Siting Application for the Landfill that VEOLIA will file with the COUNTY.
- 2.5. “Authorized Waste” means solid waste that the Landfill is authorized to accept pursuant to section 4.1 of this Agreement, any conditions of local site approval, any IEPA Operating Permit Conditions or other such local, state or federal rules, regulations, ordinances, laws or statutes. Authorized Waste shall not include any Unauthorized Waste.
- 2.6. “Board” refers to the COUNTY Board.
- 2.7. “Business Day” means the period of time from the beginning of daily operations until the end of daily operations of the Landfill;
- 2.8. “Complaint Log” refers to the log of any complaints related to the Landfill maintained by the Operator, as described in §4.3 of this Agreement.
- 2.9. “COUNTY” refers to the COUNTY of MACON, a unit of local government in Illinois;
- 2.10. “Effective Date” refers to the effective date of this Agreement, as set forth in §1.3 of this Agreement.
- 2.11. “Host Community Fee” refers to the fee paid to the COUNTY, for the benefit of the COUNTY, as set forth in Article 6 of this Agreement.
- 2.12. “IPCB” refers to the Illinois Pollution Control Board;
- 2.13. “Landfill” refers to the expansion of the existing solid waste landfill, a pollution control facility, as defined in §3.330 of the Act, 415 ILCS 5/3.330, which VEOLIA proposes to site, develop and operate on the Property under the terms and conditions set forth in this Agreement and any Siting Conditions that may be imposed.



2.14. "Landfill Gas Collection System" refers to the portion of the Landfill Gas Management System that collects the Landfill Gas and delivers same to (a) a landfill gas disposal system or (b) a landfill gas recovery system.

2.15. "Landfill Gas" refers to the gaseous product that results from the decomposition of waste inside the Landfill which gas is managed through a "Landfill Gas Management System."

2.16. "Landfill Gas Management System" refers to an engineered system that effectively collects Landfill Gas from the Landfill, allowing its safe release, as appropriate, for (i) disposal via flares or similar mechanisms or (ii) recovery for beneficial use.

2.17. "Operate or Operation" in connection with the Landfill shall have that meaning commonly understood under the Illinois Environmental Protection Act and other environmental laws and case law pursuant thereto.

2.18. "Permitted Boundary" or "Landfill Footprint" shall be all areas of the Landfill that are permitted by the IEPA for the deposition of Permitted Waste or the ancillary operations necessary for the operation of the Landfill. Ancillary operations shall include but not be limited to interior roadways, the scale house, gas management pipes and/or facilities, leachate collection system(s), leachate transfer facilities, leachate treatment facilities, and cover material stockpile(s).

2.19. "Property" refers to the real property upon which the Landfill will be situated, as further legally described in Attachment A.

2.20. "Property Value Guarantee" refers to the property value protection plan offered by VEOLIA to the owners of property within close proximity to the Landfill, as further set forth in §3.6 of this Agreement and included herein as Attachment B.

2.21. "Solid Waste Plan" refers to the COUNTY's Solid Waste Plan, including amendments and 5-year updates as authorized by the COUNTY.

2.22. "Siting Conditions" refers to conditions included in any siting approval the Board may issue with respect to the Landfill pursuant to Section V(c) of the Siting Ordinance which have not been appealed by VEOLIA, or which are affirmed in the event of an appeal.

2.23. "Siting Decision" refers to a final decision by the Board with respect to an Application made pursuant to the Siting Ordinance.

2.24. "Siting Ordinance" refers to the COUNTY Siting Ordinance for Pollution Control Facilities, Ordinance No. 0-75-9-08.

2.25. "Transfer Request" refers to an application for written approval by the Board of a transfer of ownership or operation of the Landfill, as further set forth in §3.2 of this Agreement.

2.26. "Treat" or "Treatment" (of Solid Waste) has the meaning given "Treatment" in §3.505 of the Act; provided that the reduction of waste volume by compaction or biodegradation does not constitute "Treatment" of solid waste.

2.27. "Unauthorized Waste" refers to a solid waste banned from disposal in the Landfill under §4.2 of this Agreement.

2.28. Other Words and Phrases. Those words and phrases used herein that are also used in the Act shall have the same meaning as that prescribed in the Act. Whenever it is provided in this Agreement that a party "may" perform an act or do anything, it shall be construed that such party "may, but shall not obligated to," so perform or so do. The following words and phrases shall be construed as follows: (i) "at any time" shall be construed as "at any time or from time to time;" (ii) "any" shall be construed as "any and all;" (iii) "include" and "including" shall be construed as "including but not limited to;" and (iv) "will" and "shall" shall each be construed as mandatory. Except as otherwise specifically indicated, all references to Article and Section numbers and letters shall refer to the Articles and Sections of this Agreement. The words "hereby," "hereof," "hereto," "herein" and "hereunder" and any similar terms shall refer to this Agreement as a whole and not to any particular paragraph. The word "hereafter" shall mean after the date hereof and the word "heretofore" shall mean before the date hereof. Words of the

masculine, feminine or neuter gender shall mean and include the corresponding words of other genders, and words implying the singular number shall mean and include the plural number and vice versa. All references to any agreement or instrument (including this Agreement or Siting Conditions) shall be to such agreement or instrument as in effect from time to time, including any amendments, replacements, restatements, modifications and/or supplements thereto.

### **ARTICLE 3. COMMITMENTS AND GUARANTEES**

3.1. Operational Commitment. VEOLIA commits that it will be the sole operator of the Landfill and will not transfer ownership of the Property or assign its rights and obligations to operate the Landfill without the written approval of the Board. Nothing in this Section 3.1 shall prohibit or preclude VEOLIA from entering into a contract with an independent operator to manage the operations of the Landfill Gas Management System, or any component thereof, provided VEOLIA remains responsible for such operation under its permit with the Agency.

3.2. Transfer Request. In deciding whether to grant written approval of a Transfer Request, the Board shall consider (a) the ability of the transferee, both financially and operationally, to comply with the terms of this Agreement, the terms of all licenses and permits, all other applicable Federal and State statutes and regulations, and local ordinances and (b) the past record of convictions or admissions of violations of the transferee (and any subsidiary or parent corporation) in the field of solid waste management and landfill gas management. The Transfer Request shall include the information on the transferee required of an Applicant or Operator by the Siting Ordinance. The Board may require the submission of additional information reasonably related to the Transfer Request. The Transfer Request shall be accompanied by the certification required by the Siting Ordinance or the Application for Local Site Approval and a filing fee in the amount of \$15,000.00. The Board may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement and Siting Conditions.

3.3. Performance Commitment. VEOLIA intends to operate the Landfill in accordance with

this Agreement and the Act.

3.4. Operator Pledge. VEOLIA shall correct any environmental impairment arising out of or related to the Landfill. For purposes of this commitment, “environmental impairment” means the release or threatened release of any substances, pollutants, or contaminants at or from the Property so as to harm or threaten harm to human health, welfare or the environment.

3.5. Covenant Guarantee. The parties acknowledge their mutual intent at the time of entering into this Agreement to create a covenant running with the land in favor of the COUNTY and that the obligations stated in this Agreement touch and concern the use of the Property. It is the intent of the parties hereto that VEOLIA’s obligation to make payments pursuant to Article 6 of this Agreement (Host Community Fees and Benefits) is and shall be a covenant running with the Property and is and shall be binding upon transferees, successors, assigns, and subsequent owners of the Property, and is and shall be a lien upon the Property. Said covenant shall benefit the COUNTY and its successors, transferees, and assigns. A Memorandum of this Agreement will be executed by the parties and recorded against the Property immediately subsequent to the Effective Date. Such Memorandum of the Host Agreement, among other things, will specifically reflect the terms of this Section regarding VEOLIA’s obligation to make payments being a covenant running with the Property and being a lien upon the Property.

3.6. Property Value Guarantee Program. In order to assure that properties in close proximity to the Landfill are protected against their values being detrimentally impacted by the Landfill, VEOLIA agrees to offer Property Value Guarantees, in the form of Attachment B hereof, to all owners of the property that is used for residential or agricultural purposes and that is bounded by Joynt Road on the west, Cantrell Street on the north, Wyckles Road on the east and the Sangamon River on the south. Such offer shall be made within thirty (30) days of IEPA issuing an operating permit for the Landfill pursuant to a notice of such offer, which shall be delivered to the property owners of record in a form mutually agreed upon by the COUNTY and VEOLIA. For purposes of this Section 3.6, the property owners of record shall be those persons to whom the most recent property tax bills have been sent. In addition,

VEOLIA agrees to provide to the COUNTY on a quarterly basis the results of all groundwater monitoring performed at the Landfill.

3.7. Pre-Filing Review. Prior to the filing of a request for local siting review for the Landfill under 415 ILCS 5/39.2 of the Act, VEOLIA may submit the proposed Application to the COUNTY for its review and comment. The COUNTY may retain engineer(s) or other specialists to review the proposed Application and to make comments, recommendations or questions regarding the proposed Application. VEOLIA shall consider all such comments, recommendations and questions in preparing its Application for full review under the Act. The actual costs of the COUNTY's pre-filing review of the proposed Application shall be reimbursed by VEOLIA to the COUNTY within 30 days of request.

#### **ARTICLE 4. OPERATIONS**

4.1. Authorized Waste. The Landfill shall accept only Authorized Waste. The Landfill shall comply with all relevant regulations and siting conditions relative to load checking and waste acceptance and shall immediately inform the COUNTY orally and in writing of any Unauthorized Waste that has been accepted and disposed of at the Landfill. All regulated hazardous, TSCA and radioactive waste, including any residuals of its treatment or admixtures with other wastes, shall be removed from the Property to a lawful location within a reasonable time, unless IEPA expressly assents to the storage, treatment or disposal of such wastes at the Property.

4.2. Ban on Waste. Unless otherwise agreed to by the COUNTY, the Landfill shall not accept, treat, or dispose of any solid waste if such solid waste is or contains: (a) regulated hazardous waste, as defined by §3.220 of the Act, 415 ILCS 5/3.220, or regulations thereunder; (b) potentially infectious medical waste as defined by §3.360 of the Act, 415 ILCS 5/3.360, or regulations adopted thereunder; (c) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. 2601-2629 or regulations adopted thereunder; or (d) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, U.S.C. 201 I, et seq. or the Illinois Low-Level Radioactive Waste Management Act, 420 ILCS, et seq. or the implementing regulations of either. All

wastes meeting the foregoing criteria, or any of them, are Unauthorized Wastes for purposes of this Agreement.

4.3. Community Relations/Complaint Resolution. As of the date IEPA issues an operating permit for the Landfill, and for the balance of the operating life of the Landfill, VEOLIA shall assign and designate a telephone number and representative who shall be responsible for receipt of complaints which may arise from the public relative to the development or operation of the Landfill, or to report incidents of alleged violations of this Agreement, environmental or employee health regulations, the Act or Siting Conditions. All such complaints and inquiries received from the public shall be responded to and addressed promptly. VEOLIA shall also keep a Complaint Log of the date and time such complaint, inquiry or communication was received, the nature of the complaint, inquiry or communication, the name of the person initiating such contact (or “anonymous” if no name is given), the date and time which response was made to such complaint, inquiry or communication , as well as the method in which any such complaint, inquiry or communication was addressed and/or resolved.

4.4. Landfill Design and Operating Standards. The Landfill shall be sited, designed, developed, constructed, operated, closed and maintained in post closure care so as to comply with all applicable provisions of the Act, rules and regulations of the IEPA, the IPCB and the provisions of Subtitle D of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C., §§6941-6949a, conditions and requirements of any permits issued by applicable governmental agencies, including Siting Conditions, this Agreement and all other applicable rules and regulations now in effect or enacted hereafter.

4.4.1. Treatment or Processing. Solid Waste shall not be treated at the Landfill prior to disposal or for transshipment to another treatment, storage or disposal facility, except as allowed by the Act, Regulations or Permit.

4.5. Siting Conditions. The Landfill shall abide by all final and non-appealable conditions of siting approval issued by the COUNTY.

4.6. COUNTY Access and Inspection Rights. VEOLIA shall provide the COUNTY and its agents with access to the Landfill during its hours of operation (at any time employees of VEOLIA are present, including the time prior to and subsequent to the actual receipt of waste for disposal) for the purpose of inspecting the Landfill's compliance with this Agreement and all applicable laws and permits, upon reasonable advance telephonic notice. In exigent or emergency circumstances, the COUNTY and its agents shall have immediate access to the Landfill and all records pertaining to its operation. The COUNTY shall have a right to perform unannounced inspections of the Landfill, but reasonable advance notice shall be given for any audit of records. VEOLIA shall designate a contact person who may be contacted if the COUNTY or its agents desire access pursuant to this provision. The COUNTY and its agents agree to abide by VEOLIA's policies, rules and regulations pertaining to visitors at the facility.

4.7. Highway Upgrades. Obstruction and Littering. VEOLIA shall be responsible for patching, additional overlays, pavement remarkings, and any other maintenance operation on Bear Road from Cantrell Road to the Landfill that, in the reasonable judgment of the COUNTY Engineer, is required due to trucks delivering solid waste to the Landfill. VEOLIA further agrees to keep all areas at and around the Property free from loose debris or litter resulting from operation and maintenance of the Landfill and shall keep the following public streets and adjacent areas at and within proximity of the Landfill entrance(s) free from mud, dust and litter from vehicles using the Landfill: West Cantrell Street between Joynt Road and Wyckles Road; Bear Road from West Cantrell Street to the entrance of the Landfill; West Hill Road from Joynt Road to the Landfill Property line; and Joynt Road from West Hill Road to West Cantrell Road.

4.8. Truck Tarping Plan. VEOLIA shall notify all waste haulers that when delivering soil or other materials used in the construction of the Landfill, and soil, solid waste or other materials during the operation of the Landfill, they shall strictly adhere to the Truck Tarping Plan, which plan shall: establish performance standards and transporter awareness for the consistent secure tie down of waste transfer trailer and roll-off tarps; specify the use of tarps that are in good condition, free of gaps and tears, thereby

preventing escape of litter from the inbound trucks to area roads, right of ways, and adjoining properties; and establish protocols for ensuring that vehicle beds and tailgates do not contain waste or litter that will leave the truck upon departure from the landfill.

#### **ARTICLE 5. ENVIRONMENTAL PROTECTIONS**

5.1. Compliance. At all times in connection with the operation of the Landfill, VEOLIA shall comply with all applicable laws, ordinances, rules and regulations of any applicable Federal, State or local governmental agency or authority relating to the operation of the Landfill. VEOLIA shall also comply with all Siting Conditions.

5.2. Indemnification. VEOLIA agrees to indemnify, hold harmless and defend the COUNTY, and its Board members, elected officials, agents, servants, and employees, and each of them, from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to any person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort which may arise or which may have been alleged to have arisen out of or in connection with the development, construction, operation, closure and post closure activities of the Landfill, provided that this Section 5.2 shall not apply claims arising in whole or in part from the negligent, reckless or intentional acts or omissions of the COUNTY or its Board members, elected officials, agents, servants or employees.

5.3. Third Party Claims. Promptly after receipt by the COUNTY of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement which is subject to indemnification hereunder, the COUNTY shall provide reasonable notice to VEOLIA. At its sole expense and liability and within a reasonable time after receipt of such notice, VEOLIA shall: (i) acknowledge receipt of such notice and confirm its intention to assume the defense of such action and (ii) retain legal counsel reasonably satisfactory to the COUNTY to conduct the defense of such claim, action,



suit or proceeding. Upon reasonable request, the COUNTY shall cooperate with VEOLIA in the defense, compromise or settlement of any such claim, action, suit or proceeding.

5.4. Retention of Counsel: Settlement. In any such circumstance, the COUNTY shall have the right, at its own expense, to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof. The COUNTY shall not settle or compromise any such matter for which it is entitled to indemnification hereunder without the prior written consent of VEOLIA, unless VEOLIA has failed to undertake control and defense of such action in the manner provided for in this Agreement. VEOLIA shall not settle or compromise any such matter in which any relief other than the payment of money damages is sought against them, unless the COUNTY consents in writing to such compromise or settlement.

5.5. Insurance. As more specifically set forth in Attachment C (attached hereto and incorporated herein by this reference), VEOLIA shall obtain the following minimum insurance in connection with the Landfill:

(a) Comprehensive, broad form commercial general liability insurance, covering all activities conducted or to be conducted by VEOLIA on or from the Landfill, including blanket contractual liability coverage, specifically including VEOLIA's indemnification obligations hereunder, premises coverage, personal injury coverage, completed operations coverage, owned and non-owned vehicles and equipment coverage, independent contractors protective coverage, and a waiver of subrogation as against the COUNTY (and its officers, agents and employees); and

(b) Pollution liability insurance covering bodily injury and property damage arising out of the actual or threatened release of contaminants from the Landfill, both on and offsite coverage, and covering the costs of remedial action for any contaminants which have been or are threatened to be released from the Landfill. Limits of liability shall be as set forth in Attachment C Required Coverage shall be maintained from the date

construction of the Landfill commences until certification that the post-closure period for the Landfill has terminated. The COUNTY may, upon written request to VEOLIA, obtain complete copies of any then-applicable policies and an original endorsement naming the COUNTY as an additional insured. So as to ensure maintenance of adequate levels of future insurance coverage for the term of this Agreement, VEOLIA shall adjust and increase the levels of insurance coverage specified in Attachment C as necessary during each three (3) year period included in this Agreement to account for increases in the revised Consumer Price Index for All Urban Communities published from time to time by the United States Department of Labor Statistics over the preceding three (3) years. VEOLIA shall further provide the COUNTY with:

- (1) A Certificate of Insurance showing required coverage;
- (2) Ninety (90) days advance notice, in writing, of any proposed policy change; and
- (3) Endorsements delivered to the COUNTY at:

MACON COUNTY  
141 South Main Street  
Suite 312  
Decatur, IL 62523  
Attention: Auditor

5.6. Financial Assurance. VEOLIA may satisfy the financial assurance requirement in §21.1(a) of the Act, 415 ILCS 5/21.1 (a), by any method of financial assurance for closure and post-closure care authorized in Subpart G of §811.700 of the IPCB's rules, 35 Ill. Adm. Code 811.700; provided, however, that the following forms of financial assurance are excluded: operator self-insurance pursuant to 35 Ill. Adm. Code 811.715; the meeting of a corporate financial test pursuant to 35 Ill. Adm. Code 811.719; and a corporate guarantee, pursuant to 35 Ill. Adm. Code 811.720. Further, surety bonds and closure insurance, pursuant to 35 Ill. Adm. Code 811.711, 811.712 and 811.714, respectively, shall

not be secured from a company that is affiliated with VEOLIA or a parent, subsidiary or affiliate of VEOLIA.

5.7. COUNTY Response Costs for Spills or Releases. VEOLIA shall provide or arrange for such response actions as are directed by the COUNTY, and shall otherwise be responsible for the reasonable response costs of the COUNTY and any affected municipality, in the event of a spill, or accident involving the threatened spill, of Solid Waste within the COUNTY, if such waste is being delivered to or transported from the Property by VEOLIA's trucks. This commitment by VEOLIA is not intended to be, nor shall it be construed as, an admission by VEOLIA or a determination by the COUNTY or affected municipality that VEOLIA is legally liable for such spills, accidents or response costs.

#### **ARTICLE 6. HOST COMMUNITY FEES AND BENEFITS**

6.1. Payment Per Ton. Upon the earlier of November 1, 2011 or receipt of final and unappealable local siting approval and issuance of the operating permit from the Agency for the Landfill, on a quarterly basis, VEOLIA shall pay a Host Community Fee to the COUNTY in the amount of Two Dollars and Twenty Five Cents (\$2.25) for each ton of solid waste received at the Landfill for disposal on an operating day ("Expansion Host Fee"). Further, if after the date of this Agreement, the COUNTY no longer imposes and collects a fee against the existing landfill on the Property pursuant to Section 22.15(j) of the Act, 415 ILCS 5/22.15(j), VEOLIA shall pay to the COUNTY, on a quarterly basis, a Host Community Fee of One Dollar and Twenty Seven Cents (\$1.27) for each ton of solid waste accepted at the Property for disposal until the earlier of November 1, 2011, or the date of issuance of the operating permit by the Agency for the Landfill, or the date on which the County imposes again a fee under said Section 22.15(j), whichever is earlier ("Preliminary Host Fee").

6.2. Lump Sum Payments. In addition to the Preliminary Host Fee and the Expansion Host Fee, VEOLIA agrees to pay to the COUNTY the sum of Fifty Thousand Dollars (\$50,000.00) within thirty (30) days after the execution of this Agreement.

6.3. Annual Adjustment. On the first anniversary of the earlier of November 1, 2011 or the date on which the operating permit for the Landfill is issued by the Agency and on each anniversary thereafter during the operation of the Landfill, the Expansion Host Fee under §6.1 shall be increased by three percent (3%). On December 1, 2008 and on each anniversary of said date thereafter during the time that the Preliminary Host Fee is paid to the County pursuant to §6.1, the Preliminary Host Fee shall be increased by three percent (3%).

6.4. Time of Payment. Fees pursuant to §6.1 shall be paid quarterly. The quarterly payments shall be calculated for the three month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof. The payment shall be made not later than 30 days after the last day of the preceding quarter.

6.5. Payment Form. Each Host Community Fee payment shall be accompanied by a form prescribed by the COUNTY and stating the weight of solid waste disposed at the Landfill during the payment period and providing such other information as may be necessary for the COUNTY to assure compliance with this Agreement. The form shall be signed and sealed by the Landfill's Manager.

6.6. Books and Records. VEOLIA shall keep complete and accurate books and records relating to the determination of the fees owed under §6.1 of this Agreement, in an auditable form. VEOLIA shall permit the COUNTY's designated representatives access to such books and records for inspection and photocopying, during the Landfill's normal business hours. The COUNTY shall maintain as confidential the information contained in such books and records, but shall be permitted to disclose such information to employees and consultants which the COUNTY, in its sole discretion, deems appropriate in order to monitor compliance with this Agreement. In the event that such inspection reveals any underpayment(s) of the per ton fee, VEOLIA shall promptly pay to the COUNTY the amount(s) of

such underpayment(s), together with interest at 1.5% per month from the time any such per ton fees were due and owing to the COUNTY, and reimburse the COUNTY for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees in connection therewith. In the event that such inspection reveals any overpayment(s) of the per ton fees, VEOLIA may credit the amount of such overpayment(s), plus interest of 1.5% per month from the date of overpayment, against the payments of per ton fees in subsequent quarters.

6.7. Preference for COUNTY Residents and Qualified Firms. Subject to applicable State or Federal employment and civil rights laws, VEOLIA shall give preference in hiring for work at the Property to suitably skilled and qualified applicants in the COUNTY before hiring applicants from other communities. Subject to applicable State or Federal employment and civil rights laws, in awarding contracts for goods or services (excluding contracts for landfill liner installation, construction quality assurance, and monitoring well installation and monitoring), VEOLIA shall give preference to firms headquartered in the COUNTY which provide a competitive price or bid (where bidding is required) and which possess the necessary qualifications and demonstrated capability, in Veolia's sole discretion, before contracting with or otherwise retaining firms headquartered elsewhere. For purposes of this Section 6.7, for any firm to be considered to be qualified, it must at a minimum meet the following criteria and submit evidence of such compliance:

- (a) Compliance with all applicable laws and regulations prerequisite to doing business in Illinois.
- (b) Present evidence of compliance with:
  - (1) Federal Tax Identification Number or Social Security Number (for individuals).
  - (2) Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

- (c) Provide insurance coverage in amounts consistent with VEOLIA's standard policies, including certificates of such coverage, for: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability.
- (d) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for the trades as covered in said Act.
- (e) Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Office of Apprenticeship.

6.8. Road Kill. VEOLIA shall dispose at the Landfill free of charge all road kill delivered by the COUNTY Animal Control official provided such road kill may be lawfully disposed at the Landfill and provided further that Veolia shall not be required to pay a fee pursuant to Section 6 hereof on such road kill.

6.9. Capacity Guarantee for In-COUNTY Waste. Provided the Agency issues a permit for the Landfill for a design capacity to accept at least 9.5 million in-place cubic yards of waste, VEOLIA agrees to provide adequate disposal capacity for 118,000 tons per year of solid waste generated from within MACON COUNTY for a period of 20 years commencing on November 1, 2011 (hereinafter referred to as "Annual Capacity Set Aside"). The Annual Capacity Set Aside shall be prorated to reflect the first and last years of operation of the Landfill if they are less than a full calendar year. If in any calendar year of operation of the Landfill, the Landfill receives solid waste generated from within the COUNTY in an amount that is less than the Annual Capacity Set Aside, such deficiency shall not be accumulated for use in subsequent calendar years. Similarly, if in any calendar year of operation of the Landfill, the Landfill receives solid waste generated from within the COUNTY in an amount that is greater than the Annual Capacity Set Aside, the number of years for which the Annual Capacity Set Aside is available shall be reduced accordingly. The disposal fee for solid waste delivered to the Landfill by municipalities within

the COUNTY shall be no greater than the lowest fee charged by VEOLIA in any waste contract negotiated with a municipality outside of the COUNTY. If VEOLIA obtains a permit for less than 9.5 million in-place cubic yards of waste, the above Capacity Guarantee shall be reduced by a similar proportionate amount of time for which the reduction in air space is less than the proposed 9.5 million in-place yards, but still shall provide disposal capacity at a rate of 118,000 tons per year.

6.10. Corporate Guarantee. At the time of issuance of an operating permit by the Agency for the Landfill, VEOLIA agrees to deliver to the COUNTY the corporate guarantee of Veolia ES Solid Waste of North America, LLC, in the form that is set forth in Attachment D.

## **ARTICLE 7. DEFAULT AND REMEDIES**

7.1. Defaults. A material default and breach of this Agreement by VEOLIA includes, but is not limited to, the following:

7.1.1. The failure to make payment of any Host Community Fee payment required to be made under this Agreement after ten (1) days written notice thereof.

7.1.2. The failure to properly maintain insurance required pursuant to the terms and conditions of this Agreement.

7.1.3. The failure to correct or remedy promptly and in the proper and required manner any actual violation of any law, statute, rule, regulation, permit or ordinance relating to the development, operation, and closure/post closure care of the Landfill. For purposes of this Agreement, VEOLIA shall be deemed to have acted promptly if it corrects or commences correction of the violation in question within the time allowed by law, or within the time otherwise allowed by a court, tribunal or a governmental agency of competent jurisdiction.

7.1.4. The failure to observe or perform any of the other covenants, terms, conditions or provisions of this Agreement to be observed or performed, where such failure shall continue for a period of thirty (30) days after written notice thereof from the COUNTY to

VEOLIA; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, and the COUNTY agrees in writing that this is the case (which agreement shall not be unreasonably withheld), then VEOLIA shall not be deemed to be in default if VEOLIA commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. For purposes of this Agreement if the cure requires a permit or other approval or consent from a governmental entity, VEOLIA shall be deemed to have commenced a cure with said thirty (30) day period if it has commenced preparation of an application for such permit or other governmental approval and diligently pursues the filing of the same.

7.1.5. The making by VEOLIA of any general assignment, or general arrangement for the benefit of creditors; the filing by or against VEOLIA of a petition to have VEOLIA adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VEOLIA, the same is dismissed within sixty (60) days of filing); the appointment of a trustee or receiver to take possession of substantially all of VEOLIA's assets located at, or serving, the Property or of VEOLIA's interest in this Agreement (where possession is not restored to VEOLIA within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of VEOLIA's assets located at the Property or of VEOLIA's interest in this Agreement (where such seizure is not discharged within thirty (30) days).

7.2. Remedies. In the event of any default or breach by VEOLIA of its respective obligations hereunder, the COUNTY may bring an action to enforce this Agreement and seek any and all relief available at law or in equity. VEOLIA shall reimburse the COUNTY for its reasonable attorneys fees and costs (including fees for expert witnesses and consultants) incurred in enforcing this Agreement.

7.3. Remedies Not Exclusive. No right, power or remedy conferred upon or reserved to any Non-Defaulting Party under this agreement or under law shall be considered exclusive of any other right,



power or remedy, but such rights, powers and remedies shall be cumulative and shall be in addition to every other right, power and remedy given hereunder or now or hereafter available at law or in equity or by statute or otherwise, and every right, power and remedy given by this Agreement to any Non-Defaulting Party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding any Non-Defaulting Party's simultaneous or later exercise of any or all other rights, powers or remedies, including, by way of example, the right of the COUNTY to file a complaint with the IPCB alleging a violation of the Act and to enforce the Siting Conditions independently of this Agreement. No delay or omission of the Non-Defaulting Party to exercise any right, power or remedy arising from any default or breach hereof on the part of the Defaulting Party shall impair any such right, power or remedy or shall be construed to be a waiver of any such default or breach or any acquiescence therein.

#### **ARTICLE 8. MISCELLANEOUS**

8.1. Notice. Any notice to be given hereunder by either party to another shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or after four (4) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the others in accordance with this §8.1.

To the COUNTY:

Macon County  
141 South Main Street, Room 102  
Decatur, IL 62523  
Attention: County Clerk

with a copy to:

Macon County Courthouse  
Office of Macon County State's Attorney  
253 E. Wood Street  
Fourth Floor  
Decatur, IL 62523  
Attention: Macon County State's Attorney

To VEOLIA:

Veolia ES Valley View Landfill, Inc.  
1363 Bear Road  
Decatur, IL 62522  
Attention: General Manager

With a copy to:

General Counsel  
Veolia ES Solid Waste, Inc.  
One Honey Creek Corporate Center  
125 S. 84<sup>th</sup> Street, Suite 200  
Milwaukee, WI 53214

8.2. Agreement Controls – Merger Clause. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof, and all prior communications, discussions, understandings and agreements are hereby merged herein.

8.3. Captions. Captions of the Articles, Sections and Sub-Sections of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.4. Governing Law and Forum for Litigation. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by any party hereto against any other party hereto and involving this Agreement shall be filed in the Circuit Court for the 6<sup>th</sup> Judicial Circuit, MACON COUNTY, Illinois or the U.S. District Court for the Central District of Illinois.

8.5. Severability. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one provision shall not affect the validity and enforceability of the other provisions hereof.

8.6. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon , the parties hereto and their respective successors and assigns.

8.7. No Third-Party Beneficiaries. With the exception of §§3.6 (Property Value Guarantee and Well Testing Program) and 5.3 (Third Party Claims), nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties and their respective successors and assigns, nor shall any provision give any third persons or entities any right or rights of action against any party to this Agreement.

8.8. Authorization. Each of the parties hereto represents to the others that the individual(s) executing this Agreement on its behalf are duly authorized and empowered to bind such party.

8.9. Conflict of Interest. The parties represent, to the best of their knowledge and belief, that no member or employee of the COUNTY and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any direct personal or financial interest in the Agreement or in the proceeds thereof.

8.10. COUNTY Obligations. The COUNTY shall assist VEOLIA in protecting the health, safety and welfare of its citizens by taking all reasonable steps within its power to offer technical and socio-economic advice to VEOLIA, where appropriate. The COUNTY shall also aid in public education concerning the process for siting a pollution control facility under the Act in a manner and to the extent which the COUNTY in its sole discretion, deems appropriate.

8.11. Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

8.12. Agreement to Cooperate. The parties hereto agree to take any and all actions reasonably necessary to effectuate the terms of this Agreement; provided, however, that this Agreement shall not be deemed an obligation on the COUNTY to grant any Siting Application, or to grant any such Siting Application without Siting Conditions.

8.13. Execution of Additional Documents. Each of the parties hereto agrees to execute and deliver to the other party any and all documents that may be necessary or appropriate to effectuate the

terms of this Agreement whether on or after the Effective Date, including ratification and incorporation by reference as if set forth herein and made part of this Agreement, Siting Conditions contained in any siting approval the Board may issue with respect to the Landfill under the Siting Ordinance, and execution and recordation of the Memorandum of Agreement referenced in §3.5 (Covenant Guarantee) of this Agreement.

8.14. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall constitute one and the same instrument.

8.15. Compliance with Law. Compliance with a statute, regulation, ordinance or other law as used herein means compliance with the current form of statute, regulation, ordinance or other law at the Effective Date or as amended thereafter.

8.16. Non-Discrimination. VEOLIA shall not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, or political or religious opinion or affiliation and shall comply with all relevant state and federal laws concerning discrimination and equal opportunity.

8.17. Recordation. VEOLIA shall, at its sole cost and expense, cause this Agreement and such other documents legal counsel for the COUNTY reasonably deems necessary, including any document of conveyance of the Property by VEOLIA as contemplated under §3.1 of this Agreement and the Recitals, to be recorded with the COUNTY Recorder.

8.18. Reservation of Police Powers. The COUNTY reserves all its power and authority, including the power to tax and zone the Property, except that the COUNTY agrees not to impose fees or taxes specific to the disposal of Solid Waste on the Property other than as provided in this Agreement. In the event the COUNTY imposes a fee pursuant to §22.15(j) of the Act, 415 ILCS 5/22.15(j), the Preliminary Host Fee and the Expansion Host Fee set forth above in §6.1 of this Agreement shall each be reduced by an amount equal to the fee imposed by the COUNTY under §22.15(j) of the Act (“Host Fee Credit”); provided, however, that if §22.15(j) of the Act is amended to authorize the COUNTY to impose

a fee greater than One Dollar and Twenty Seven Cents (\$1.27) per ton, the Host Fee Credit shall not exceed One Dollar and Twenty Seven Cents (\$1.27) per ton.

8.19. Time of Essence. Time is of the essence in this Agreement.

8.20. Waiver. Any waiver of a right, power or remedy under this Agreement must be in writing and accompanied by legal opinion stating (a) the signing party has the power and authority to waive the right, power or remedy under this Agreement; (b) the person(s) signing the waiver on behalf of the waiving party has been properly authorized to do so, and (c) the waiver has been duly authorized, executed and delivered by the waiving party and constitutes the valid and binding amendment of this Agreement of the signing party and constitutes the valid and binding amendment of this Agreement of the signing party and is enforceable against the signing party in accordance with its terms.

8.21. Continuing Obligations. Notwithstanding any provisions herein to the contrary, any continuing obligation of the County to perform under this Agreement, if any, shall be deemed to have been fully performed 365 days following the date VEOLIA receives an operating permit from the IEPA.

8.22. Other Host Community Agreements. In the event the County enters into a host community agreement with another potential applicant, and such host community agreement provides for payment of a host fee to the County that is less than that provided for in Article 6 hereof, or otherwise provides for less onerous obligations than those imposed herein, then such lesser host fee or obligations shall be applicable to this Agreement and the respective provisions of this Agreement shall be deemed modified accordingly.

8.23. List of Attachments.

<b>Description</b>	<b>Attachment</b>
<b>Legal Description of Property</b>	<b>A</b>
<b>Property Value Protection Agreement</b>	<b>B</b>
<b>Minimum Insurance Requirements</b>	<b>C</b>
<b>Corporate Guarantee</b>	<b>D</b>

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the day and year first written above.

COUNTY OF MACON

By: W. D. Smith  
Its: County Board Chair

VEOLIA

By: [Signature]  
Its: AAA Manager - Veolia Environmental

#1552162v1

## **ATTACHMENTS**

**ATTACHMENT A**

**LEGAL DESCRIPTION OF**

**THE PROPERTY**

Parcel I:

The Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, Situated in Macon County, Illinois. Parcel ID No. 06-11-24-151-001.

Parcel II:

Tract 2 of Owners Farm Survey in the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian as per Plat recorded in Book 958, Page 10 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Parcel ID No. 06-11-24-176-003.

Parcel III

Tract I: All of the West Half of the Northwest Quarter of the Southeast Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, lying North and West of the Sangamon River, and Lying West of the Westerly right-of-way of F.A. Route 412 (US Route 51), except that part taken for highway purposes in Case No. 75-BD-13, Circuit Court of Macon County, Illinois. Situated in Macon County, Illinois.

Tract II: Right of ingress and egress across the following described parcel of land, as set out in Warranty Deed dated December 16, 1974 and recorded February 7, 1975 in Book 1824, page 414 as Document No. 969167, made by Macon County Landfill Corporation to People of the State of Illinois, Department of Transportation: A parcel of land, being a part of the East Half of the East Half of the Southwest Quarter in Section 24, Township 16 North, Range 1 East of the Third Principal Meridian; described as follows:

Beginning at the center of said Section 24 at a point 164.04 feet left of the surveyed centerline of Federal Aid Primary Route 412 at Sta. 357+75.22 (as recorded in Book 1575 on Page 226 in the Recorder's Office in Macon County, Illinois); thence Southerly on the East property line to a point 213.40 feet left of Sta. 356+94.80 on F.A.P. Route 412; thence Northwesterly to the North line of the Southwest Quarter of said Section 24 at a point 202.09 feet left of Sta. 347+95.52 on



F.A.P. Route 412; thence Easterly on said North line to the Point of Beginning. Situated in Macon County, Illinois. Parcel ID No. 06-11-24-400-001

Parcel IV:

One Acre of even width off the full North side of the following described real estate to wit: Beginning at a point 207.9 feet North of the Southwest Corner of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian; thence North 221.8 feet; thence East 601.58 feet more or less, to a stone; thence South 221.8 feet; thence West 601.58 feet, more or less to the place of beginning. Parcel ID No. 06-11-24-176-002

Parcel V:

All of the East Half of the Southeast Quarter of Section 23, Township 16 North, Range 1 East of the Third Principal Meridian, except Beginning at the Northwest corner of the East Half of the Southeast Quarter of said Section 23, running thence North 89 degrees 31 minutes 00 seconds East for 331.78 feet; thence South 00 degrees 16 minutes 00 seconds West for 436.92 feet; thence South 00 degrees 08 minutes 00 seconds East for 875.50 feet; thence South for 1312.42 feet; thence South 89 degrees 38 minutes 00 seconds West for 331.78 feet; thence North for 2624.16 feet to the Point of Beginning, ALSO EXCEPT, Beginning at the Northeast corner of the Southeast Quarter of said Section 23, thence West 14.70 chains, thence South 6.63 1/3 chains, thence East 14.72 chains to the East line of said Section 23; thence North 6.63 1/3 chains to the place of beginning, together with an easement for ingress and egress over the East 1/3 and the West 1/3 of the following described tract: Beginning at the Northeast corner of the Southeast Quarter of said Section 23, thence West 14.70 chains, thence South 6.63 1/3 chains, thence East 14.72 chains to the East line of said Section 23; thence North 6.63 1/3 chains to the Place of Beginning. Situated in Macon County, Illinois. Parcel ID No. 06-11-23-476-002

Parcel VI:

The Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, except the East 197.77 feet thereof. Situated in Macon County, Illinois. Parcel ID No. 06-11-24-151-004

Parcel VII:

The West 1/3 of the following described tract: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 23, Township 16 North, Range 1 East of the Third Principal Meridian, thence South 6.63 1/3 chains; thence West 14.72 chains; thence North 6.62 chains; thence East 14.70 chains to the point of beginning. Situated in Macon County, Illinois. Parcel ID No. 06-11-23-426-002

Parcel VIII:

The East Half of the West Half of the Southwest Quarter and the South 10 acres of the West Half of the Southwest Quarter, all in Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois, except a tract described as follows:

Beginning at the Northeast corner of the East Half of the West Half of the Southwest Quarter of said Section 24; thence South 00 degrees 07 minutes 33 seconds West (assumed bearing) 1848.62 feet, on the East line of the East Half of the West Half of the Southwest Quarter of said Section 24, thence South 88 degrees 18 minutes 30 seconds West 627.14 feet; to a point lying 40 feet East of the West line of the East Half of the West Half of the Southwest Quarter of said Section 24; thence North 00 degrees 00 minutes 00 seconds East 1532.66 feet, parallel with said West line; thence North 88 degrees 18 minutes 30 seconds East 235.00 feet to an iron pin monument thence North 00 degrees 00 minutes 00 seconds East 316.94 feet to a point on the North line of the Southwest Quarter of Section 24; thence North 88 degrees 18 minutes 30 seconds East 396.20 feet on said North line to the Point of Beginning and except a tract described as follows: Commencing at the Northeast corner of the East Half of the West Half of the Southwest Quarter of said Section 24; thence South 88 degrees 18 minutes 30 seconds West 396.20 feet on the North line of the Southwest Quarter of said Section 24 to the Point of Beginning; thence continuing South 88 degrees 18 minutes 30 seconds West 235.00 feet on the said North line; thence South 00 degrees 00 minutes 00 seconds East 316.94 feet; thence North 88 degrees 18 minutes 30 seconds East 235.00 feet; thence North 00 degrees 00 minutes 00 seconds East 316.94 feet to the Point of Beginning. Situated in Macon County, Illinois. Parcel ID No. 06-11-24-300-009

Parcel IX:

The West 295 feet of the West Half of the Northwest Quarter of Section 25 lying North and West of the Sangamon River (as the same is now located) Parcel ID No. 02-11-25-100-012

Parcel X:

All of the Northeast Quarter of the Northeast Quarter Section 26, lying North and East of the Sangamon River (as the same is now located) Parcel ID No. 02-11-26-200-003

Parcel XI:

The East 197.77 feet of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 24, Township 16 North, Range 1 East, of the Third Principal Meridian in Macon County, Illinois. Parcel ID No. 06-11-24-151-005

Parcel XII:

The East Third of the following described property: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 23, Township 16 North, Range 1 East of the Third Principal Meridian, thence South 6.63 1/3 chains, thence West 14.72 chains, thence

North 6.62 chains, thence East 14.70 1/3 chains to the Place of Beginning. Parcel ID No. 06-11-23-426-004

Parcel XIII:

Tract I: That part of the East Half of the West Half of the Southwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois, described as follows:

Beginning at the Northeast corner of the East Half of the West Half of the Southwest Quarter of said Section 24; thence South 00 degrees 07 minutes 33 seconds West (assumed bearing) 1849.62 feet, on the East line of the East Half of the West Half of the Southwest Quarter of said Section 24; thence South 88 degrees 18 minutes 30 seconds West 627.14 feet; to a point lying 40 feet East of the West line of the East Half of the West Half of the Southwest Quarter of said Section 24; thence North 00 degrees 00 minutes 00 seconds East 1532.66 feet, parallel to said West line; thence North 88 degrees 18 minutes 30 seconds East 235.00 feet to an iron pin monument; thence North 00 degrees 00 minutes 00 seconds East 316.94 feet to a point on the North line of the Southwest Quarter of Section 24; thence North 88 degrees 18 minutes 30 seconds East 396.20 feet on said North line to the Point of Beginning.

Tract II: That part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, lying North and West of the centerline of the Sangamon River. Situated in Macon County, Illinois.

Tract III: The East Half of the East Half of the Southwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian. Situated in Macon County, Illinois.

Tract IV: The West Half of the East Half of the Southwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian.

Tract V: That part of the East Half of the West Half of the Southwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois, described as follows:

Commencing at the Northeast Corner of the East Half of the West Half of the Southwest Quarter of said Section 24; thence South 88 degrees 18 minutes 30 seconds West, 396.20 feet on the North line of the Southwest Quarter of said Section 24 to the Point of Beginning; thence continuing South 88 degrees 18 minutes 30 seconds West, 235.00 feet on the said North line; thence South 00 degrees 00 minutes 00 seconds East, 316.94 feet; thence North 88 degrees 18 minutes 30 seconds East, 235.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 316.94 feet to the Point of Beginning.

Tract VI: The North 30 acres of the West Half of the West Half of the Southwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian. Situated in Macon County, Illinois. Parcel ID No. 06-11-24-300-010

Parcel XIV:

The East Half of the West Two-Thirds of the following described tract: Commencing at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of Section 23, Township 16 North, Range 1 East of the Third Principal Meridian; thence South 6.63 1/3 chains; thence West 14.72 chains; thence North 6.62 chains; thence East 14.70 chains to the Point of Beginning. Situated in Macon County, Illinois. Parcel ID No. 06-11-23-426-003

Parcel XV:

A tract of land being a part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 16 North, Range 1 East of the Third Principal Meridian, more particularly described as follows:

Beginning at a point 751.9 feet East of the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 16 North, Range 1 East of the Third Principal Meridian, said point being 548.67 feet West of the Southeast Corner of the Northeast Quarter of said Section 23; thence North 792.00 feet; thence East 544.97 feet to the East line of the said Northeast Quarter of Section 23; thence South on said East line 792.00 feet to the Southeast Corner of the Northeast Quarter of Section 23; thence West 548.67 feet to the Point of Beginning. Situated in Macon County, Illinois. Parcel ID No. 06-11-23-276-004

Parcel XVI:

All that part of the following described parcel lying South and West of Federal Aid Interstate 412 in the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian. The East Half of the East Half of the East Half of the Northwest Quarter of Section 24; also 10 acres off the South end of a tract of 24.22 acres described as follows:

Commencing 5.15 chains West of the Northeast Corner of the Northwest Quarter of Section 24; thence West 6.04 chains, thence South 40.15 chains; thence East 6.04 chains; thence North 40.15 chains to the Point of Beginning. The boundary of which is more particularly described as follows:

Beginning at the Brass Disk at the Southeast Corner of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois, proceed on the local bearing of North 89 degrees 57 minutes 48 seconds West, 671.53 feet to an iron pin at the Southwest corner of the East Half of the East Half of the Northwest Quarter of said Section 24; thence South 89 degrees 54 minutes 45 seconds West, 71.04 feet to an iron pin with HLC cap; thence North 01 degrees 43 minutes 21 seconds East, 868.20 feet to the Southeast Corner of Owner's Farm Survey as recorded in Book 958, Page 10 of the records in the Macon County Recorder's Office; thence North 01 degrees 38 minutes 32 seconds East, on the East line of said Owners Farm Survey 221.71 feet to the Stone at the Northeast Corner of said Survey; thence North 89 degrees 39 minutes 49 seconds East, 205.35 feet to an iron pin in the West right of way line of the US Route 51 By-Pass (FA Route 412 Section 58-20) as monumented and occupied; thence South 28 degrees 22 minutes 28 seconds East, on said right of way line 161.50 feet to an iron pin with a cap stamped ILS 1463; thence South 22 degrees 46 minutes 16 seconds East, on said right of way, 219.99 feet to an iron pin; thence South 23 degrees 33 minutes 26

seconds East, on said right of way, 234.31 feet to an iron pin; thence South 19 degrees 11 minutes 24 seconds East, on said right of way, 153.97 feet to an iron pin; thence South 26 degrees 09 minutes 51 seconds East, on said right of way, 204.28 feet to an iron pin; thence South 28 degrees 11 minutes 45 seconds East, on said right of way, 229.73 feet to the Point of Beginning. Encompassing 11.759 acres more or less. Parcel ID No. 06-11-24-176-006

Parcel XVII:

The West 9.08 chains of the South 13.16 chains of the East Half of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois, the boundary of which is more particularly described as follows:

Beginning at the Brass disk inside the vault at the Southwest Corner of the East Half of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian proceed on a local bearing of North 01 degrees 38 minutes 31 seconds East, 869.43 feet to the Southwest Corner of Owners Farm Survey; thence South 89 degrees 51 minutes 40 seconds East, on the South line of said Owners Farm Survey 601.81 feet to the Southeast Corner of said Survey; thence South 01 degrees 43 minutes 21 seconds West, 868.20 feet to an iron pin with a HLC cap on the South line of the Southeast Quarter of the Northwest Quarter of Section 24; thence North 89 degrees 48 minutes 55 seconds West, 600.62 feet on said South line to the Point of Beginning. Encompassing 11.987 acres more or less. Parcel ID No. 06-11-24-176-005

Parcel XVIII:

Lot Three (3) of Owners Farm Survey, a subdivision in the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian, as per Plat recorded in Book 958, Page 10 of the records in the Recorder's Office of Macon County, Illinois. Parcel ID No. 06-11-24-176-004

Parcel XIX:

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 24, Township 16 North, Range 1 East of the Third Principal Meridian. Situated in Macon County, Illinois. Parcel ID No. 06-11-24-151-002

The Surveyor's Description is as follows:

A tract of land situated in Sections 23, 24, 25 and 26, Township 16 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois, the boundary of which is described as follows:

Commencing at an iron pin at the Southeast corner of said Section 23, per Monument Record recorded in Book 2943, Page 195 of the Records in the Recorder's Office of Macon County, Illinois, proceed on the South line of the Southeast Quarter of said Section 23 on a local bearing of North 88 degrees 54 minutes 33 seconds West, 969.55 feet to a point 331.78 feet East of the West line of the East half of said Southeast Quarter being an iron pin and the Point of Beginning;

From the Point of Beginning, thence North 01 degrees 26 minutes 58 seconds East, 2196.08 feet on a line 331.78 feet East of the West line of the East half of said Southeast Quarter to an iron pin; thence North 01 degrees 27 minutes 20 seconds East, 434.80 feet to the North line of the Southeast Quarter said point being 331.78 feet East of the Northwest corner of the East half of the Southeast Quarter of said Section 23; thence on said North line South 88 degrees 58 minutes 01 seconds East, 420.58 feet; thence North 01 degrees 56 minutes 47 seconds East, 792 feet; thence South 88 degrees 57 minutes 55 seconds East, 544.97 feet to an iron pin with cap stamped HLC on the East line of the Northeast Quarter of said Section 23; thence South 01 degrees 40 minutes 41 seconds West, 132.60 feet to an iron pin at the Northwest corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 24; thence North 89 degrees 55 minutes 19 East, 670.94 feet to an iron pin with cap stamped HLC at the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Northwest Quarter; thence North 01 degrees 39 minutes 38 seconds East, 660.54 feet to a mag nail at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 54 minutes 15 seconds East, 670.63 feet to the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Northwest Quarter; thence South 01 degrees 38 minutes 31 seconds West, 230.37 feet on the East line of the Northeast Quarter of the Southwest Quarter of said Northwest Quarter to the Northwest Corner of Tract 1 of Owner's Farm Survey Recorded in Book 958, Page 10 of the Macon County Recorder's Office; thence South 89 degrees 51 minutes 40 seconds East, 602.58 feet more or less on the North line of said Owner's Farm Survey to a stone; thence North 89 degrees 39 minutes 49 seconds East, 205.35 feet to an iron pin on the West right of way line of U.S. Route 51 By-Pass (F.A. Route 412 Section 58-20) as monumented and occupied; thence South 28 degrees 22 minutes 28 seconds East, 161.50 feet on said right of way line to an iron pin with cap stamped ILS 1463; thence South 22 degrees 46 minutes 16 seconds East, 219.99 feet on said right of way line to an iron pin; thence South 23 degrees 33 minutes 26 seconds East, 234.31 feet on said right of way line to an iron pin; thence South 19 degrees 11 minutes 24 seconds East, 153.97 feet on said right of way line to an iron pin; thence South 26 degrees 09 minutes 51 seconds East, 204.28 feet on said right of way to an iron pin; thence on said right of way line South 28 degrees 11 minutes 45 seconds East, 229.73 feet to the Southeast corner of the Northwest Quarter of said Section 24, said point being a brass disk in concrete post 164.04 feet left of U.S. Route 51 Centerline Station 357+75.22; thence on said right of way line, South 22 degrees 42 minutes 46 seconds East, 180.00 feet to an iron pin at 185.00 feet left of Station 356+01.19; thence South 31 degrees 06 minutes 14 seconds East, 290.72 feet on said right of way line to an iron pin 185.00 feet left of Station 353+16.14; thence South 24 degrees 40 minutes 35 seconds East, 268.43 feet on said right of way line to an iron pin 220.00 feet left of Station 350+50.00; thence on said right of way line South 36 degrees 37 minutes 30 seconds East, 265 feet to the centerline of the Sangamon River as it presently exists; thence Southwesterly along said centerline, 2424 feet to the South line of said Section 24, thence South 89 degrees 58 minutes 43 seconds West, 570 feet to Northeast corner of Lot 4 in the Northeast Quarter of the Northwest Quarter of Section 25 as per Plat shown in Commissioner's Report recorded in Circuit Court Record 22, Page 213 (Macon County, Illinois); thence on the East line of said Lot 4, South 01 degrees 13 minutes 57 seconds West, 91 feet to the centerline of the Sangamon River as it presently exists; thence Westerly on said centerline, 66 feet to the West line of said Lot 4; thence on said West line North 01 degrees 13 minutes 57 seconds East, 70 feet to an iron pin at the Northwest corner of said Lot 4; thence on the South line of said Section 24

South 89 degrees 58 minutes 43 seconds West, 211 feet to the centerline of the Sangamon River as it presently exists; thence Westerly on said centerline 320 feet to the South line of said Section 24; thence on said South line, South 89 degrees 58 minutes 43 seconds West, 532 feet to an iron pin at the Northeast corner of the West 295 feet of the West half of the Northwest Quarter of said Section 25; thence on the East line of said West 295 feet, South 01 degrees 01 minutes 31 seconds West, 1596 feet to the centerline of the Sangamon River as it presently exists; thence Westerly on said centerline, 308 feet to the West line of the Northwest Quarter of said Section 25; thence on said West line North 01 degrees 01 minutes 31 seconds East, 337 feet to an iron pin at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 26; thence on the South line of the Northeast Quarter of said Northeast Quarter, North 89 degrees 02 minutes 04 seconds West, 605 feet to the centerline of the Sangamon River as it presently exists; thence Northwesterly on said centerline 1442 feet to the North line of Section 26; thence on said North line South 88 degrees 54 minutes 33 seconds East, 89 feet to the Point of Beginning, encompassing 338.738 acres more or less.

And also,

All of the West half of the Northwest Quarter of the Southeast Quarter of Section 24, Township 16 North, Range 1 East of the 3rd Principal Meridian, lying North and West of the Sangamon River, and lying East of the Easterly right-of-way of F.A. Route 412 (US Route 51), except that part taken for highway purposes in Case No. 75-ED-13, Circuit Court of Macon County, Illinois. Situated in Macon County, Illinois as per Warranty Deed recorded in Book 2944, Page 991 in the Macon County Recorder's Office.

**ATTACHMENT B**

**PROPERTY VALUE**

**PROTECTION PLAN**



## PROPERTY VALUE PROTECTION PLAN

1. **Effective Date of Plan.** This Property Value Protection Plan (“Plan”) shall become effective and binding on Veolia ES Valley View Landfill, Inc. (“Guarantor”) only upon the occurrence of all of the following:

A. Execution of the written Host Agreement Between the County of Macon and Veolia ES Valley View Landfill, Inc. (“Host Agreement”).

B. The issuance of all necessary licenses, approvals, permits, etc., as may be required by the County of Macon, Illinois (“County”), the Illinois Environmental Protection Agency (“IEPA”) or any other unit of government or regulatory agency to site, establish, develop and operate the expansion of the existing Veolia ES Valley View Landfill on property that is currently owned by Guarantor in Harristown Township, Macon County, Illinois (“Expansion”), which Expansion is described in the Host Agreement;

C. Issuance of an operating permit by the IEPA to the Guarantor for the Expansion.

The date of the last to occur of the above A, B and C shall be the “Effective Date” of the Plan.

2. **Exercise of Guarantee.** The property owners covered by this Plan pursuant to the Host Agreement shall be hereinafter referred to as the “Property Owners.” The County and Guarantor shall prepare a list of Property Owners who shall be only the fee simple owners of record of the Property on the Effective Date, and the rights under this Plan shall only benefit and inure to those Property Owners. In the event that those Property Owners wish to exercise the guarantee of this Plan, they shall notify Guarantor of same in writing by certified mail, return receipt requested, and thereafter they shall make a good faith effort to sell their Property for 180 days. If the Property Owners give notice of the exercise of the guarantee but do not proceed with a sale of the Property or good faith effort to sell in accordance with the procedures set forth in this Plan, the Property Owners rights under this Plan shall terminate.

The good faith effort to sell shall be done in either of two ways: (1) the Property Owners may advertise and attempt to sell their Property without the employment of a real estate broker, or (2) at the option of the Guarantor or the Property Owners, the Property Owners shall enter into a residential listing contract with a licensed real estate broker.

In either event, the asking price of said Property, as advertised or set out in the listing contract, shall be mutually agreed to by the Property Owners and the Guarantor. If the parties are unable to agree as to the price of the Property, then the Property Owners shall hire, at Guarantor's expense, a qualified professional appraiser who shall be instructed to determine the fair market value of the Property as follows:

A. Assume that no landfilling or solid waste disposal activities are taking place anywhere near the Property;

B. Any comparables selected by the appraiser shall be located a sufficient distance away from the Landfill site or any other landfill site so that the selling price was not, in the opinion of the appraiser, influenced by the presence of the Veolia ES Valley View Landfill site or any other landfill site;

C. The use, zoning classification and the adopted Comprehensive Plan of the County, which use, zoning classification and Comprehensive Plan are in place and in effect on the Effective Date, shall be the sole factors to be used by the appraiser in determining the highest and best use of the Property;

D. The appraiser shall take into consideration encumbrances on and the condition of title to the Property as shown on a commitment for title insurance, which shall be provided by the Property Owners at their expense;

E. An appraisal in the form of those customarily used by mortgage lending institutions in the County;

F. The appraisal shall be prepared in full compliance with any and all state

standards and state regulations which pertain to the preparation of an appraisal of the Property, except those standards and regulations which are specifically pre-empted by these instructions;

G. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal, provided, however, that the appraiser shall not consider any improvements made to the Property after the Effective Date.

H. If the appraisal (or any appraisal prepared for purposes of this Plan) is not consistent with the above guidelines, it shall not be valid for purposes of this Plan, and Guarantor shall not be responsible for the cost thereof.

If Guarantor accepts the appraised value, then the Property Owners shall attempt to sell their Property, in either of the two (2) ways described above, at the appraised value.

If the Guarantor does not accept the appraised value it may retain, at its own expense, a qualified professional appraiser who shall be similarly instructed to determine the fair market value of the Property, assuming that no landfilling activities were being undertaken or would be undertaken at the Veolia ES Valley View Landfill. In such event, the Property Owners may then agree to sell the Property in either of the two (2) ways described above, at an asking price equal to the arithmetic average of the two (2) appraised values, provided that Guarantor has agreed to establishing the asking price in this manner.

Notwithstanding the foregoing, if the Property Owners or Guarantor do not agree to establish the asking price by the arithmetic average of the appraised values, then the parties shall instruct the two (2) previously-selected appraisers to choose a third qualified professional appraiser to appraise the Property using the same instructions as previously given to the other appraisers, and that appraisal shall be binding. The appraisal fee for the third appraiser shall be paid by Guarantor. For the purpose of this section, "qualified" shall mean a person who is unrelated to the Property Owners, is licensed as may be required by the State of Illinois, has no business or other relationship with the Guarantor, and who is a member of at least one (1) national appraisal association.

After the asking price is agreed to or determined through the appraisal process, if Guarantor offers to buy the property for that price, then the Property Owners must either sell the Property to the Guarantor or forgo the right to recover any advertising costs from the Guarantor. The Property Owners shall have ninety (90) days in which to make this election, in writing. If the Property Owners elect to sell the Property to the Guarantor, the Property Owners' rights under this Plan shall terminate.

If the Property Owners elect to attempt to sell their Property themselves, they shall place a "For Sale" sign on the Property and shall advertise the Property for sale in the classified section of \_\_\_\_\_ or other newspaper not less than once per week for the 180-day period. Guarantor may supplement this advertising and undertake attempts to find a purchaser for said Property during this period.

Alternatively, if the Property Owners elect, or if the Guarantor directs the Property Owners, to use a broker, they shall give the Guarantor notice of the broker with whom they wish to list their Property prior to the execution of any listing contract. The broker shall be licensed in Illinois, not related to the Property Owners, and shall be a member of the Board of Realtors Multiple Listing Exchange, unless such MLS membership is waived by the Guarantor. Both the Guarantor and Property Owners shall act in good faith concerning any attempt to obtain the fair market value of said Property.

Said listing contract shall extend for a term of 180 days and shall specifically provide: (1) that the broker shall list the Property in the Multiple Listing Exchange and shall agree to keep said Property so listed until the occurrence of either the sale of the Property or the expiration of the listing contract, and (2) that the broker shall be paid his/her commission or other payments in the event the Guarantor purchases said Property at any time during the term of the listing contract. Guarantor shall not be responsible for paying any broker's fees, commissions or other payments, it being agreed that such payments shall be made by the Property Owners pursuant to the listing contract. The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms as set out in said listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to said terms. No provision hereunder shall be construed to grant the Guarantor any option to purchase

rights or rights of first refusal as against any potential third party purchaser during the term of the listing contract. If the Property Owners advertise the Property themselves and sell the same at fair market value or with the consent of the Guarantor as provided for in this Agreement, the Property Owners shall be responsible for all actual advertising expenses.

The Guarantor shall hold harmless, indemnify and defend any Property Owners against a suit by a broker who seeks a commission not permitted under the terms of this Agreement.

**3. Offers to Purchase.** The Property Owners shall provide the Guarantor with a copy of every Offer to Purchase which they receive for their Property and agree not to accept the same until the Guarantor has given its approval. The Guarantor may approve of an Offer to Purchase at a price below the agreed upon asking price established by the procedure set out in Section 2. In such event, the Guarantor agrees to pay to the Property Owners at the closing, the difference in cash between the selling price set out in the Offer to Purchase and the sales price as established in Section 3.

**4. Guaranteed Purchase After 180 Days.** If the Property Owners have attempted to sell their Property under either of the methods provided in Section 2 for a period of at least 180 days, then Property Owners may request, in writing, that the Guarantor purchase their Property. However, Guarantor shall have no obligation to purchase the Property until 180 days have expired from the issuance by the IEPA of an operating permit to the Guarantor for the Expansion and the issuance of all necessary approvals, permits, etc. as may be required by the County and any other units of government or regulatory agencies necessary to site, establish, develop and operate the Expansion. It is the intention of the Guarantor to avoid panic selling prior to the final permitting of the Expansion, and the Property Owners agree that any attempts which they make to sell their Property prior to the time that the Guarantor receives the aforesaid licenses, permissions, approvals and operating permit for the Expansion, will not be considered in meeting the requirement for sales attempts for 180 days. Guarantor, upon request, will notify the Property Owners, in writing, of the date when it has received the aforesaid permits, licenses, permission and approvals for the Expansion.

The Property Owners shall provide proof of advertising for sale or a copy of the listing contract and an affidavit of good faith attempt to sell said Property. Provided the Property Owners have complied with the foregoing procedure, the Guarantor shall purchase the Property at the price established by the procedure set out above in Section 2, subject to the terms and conditions set out below, which terms and conditions shall be set forth in a purchase and sale agreement between the Property Owners and Guarantor. If the Property Owners attempted to sell the property themselves and Guarantor did not direct that the Property be listed with a broker, the Guarantor shall, at closing, reimburse the Property Owners for one-half of all advertising expenses they incurred.

A. Evidence of Title; Survey. Upon 15 days after making such written request for the Guarantor to purchase their Property, the Property Owners shall provide to the Guarantor: (1) a commitment for a title insurance policy of recent date to be issued in the name of the Guarantor in the amount of the purchase price as provided above; and (2) a survey of recent date of the Property, which is of the type customarily used for the sale of residential real estate, provided that if such a survey customarily is not an ALTA/ACSM land title survey, Guarantor may require that an ALTA/ACSM survey be provided, in which case Guarantor shall pay the difference in price between the two types of survey. After receipt of such commitment and survey, the Guarantor shall have 30 days to notify the Property Owners of any defects in title caused by the Property Owner by way of a mortgage, judgment lien, repair order, delinquent real estate taxes, encroachment or the like, which make the same unmerchantable. Any unacceptable encroachments may be removed or insured over by the title company. Mortgages, liens or other items that may be resolved by payment of a sum certain by the Property Owners at the time of closing shall not be considered a title defect. Any such defects shall be cured at the expense of the Property Owners. If any defect cannot be cured and the Guarantor is unwilling to waive the same, then the Guarantor shall have no obligation to purchase and the Property Owners shall have no obligation to convey said Property. Furthermore, if such commitment reveals liens or

encumbrances that were not present on the commitment provided by the Property Owners to the appraiser under Section 2 above, the Guarantor shall have no obligation to purchase and the Property Owners shall have no obligation to convey said Property.

B. Inspections. Upon receiving the written request from the Property Owners, Guarantor shall have access to the Property for purposes of performing customary due diligence inspections, including, but not limited to, soil sampling and testing. In addition, Guarantor shall have the right to have Phase I and Phase II environmental investigations of the Property prepared. If as a result of such inspections or investigations, Guarantor, in its sole discretion, determines that the Property contains a material adverse environmental condition, Guarantor shall have no obligation to purchase the Property, and the Property Owners shall have no obligation to convey the Property.

C. Documents Required for Closing; Prorations; Closing Costs. In the event that the Property Owners have merchantable title, the closing shall occur within 60 days after the Property Owners give written notice to the Guarantor, or within 60 days after the Property Owners cure any defects in the title to make it merchantable. The Property Owners shall convey said real estate to the Guarantor by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, excepting municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, and general taxes levied in the year of closing. Property Owners shall warrant and represent that they have neither notice nor knowledge of any:

- i. Government agency or court order requiring repair, alteration or correction of any existing condition.
- ii. Underground storage tanks or any structural, mechanical, or other defects of material significance affecting the property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to State standards, and the presence of any dangerous or toxic

materials or conditions affecting the Property.

Further, the Property Owners shall pay at closing all conveyancing costs typically paid by a seller, including but not limited to: real estate transfer tax, title costs and recording fees. The Property Owners shall also execute at closing a standard affidavit as to liens and possession and shall provide lien waivers from all contractors, subcontractors and materialmen who have provided services or materials for said Property within six (6) months prior to closing. Real estate taxes for the year of closing shall be prorated based upon the real estate taxes assessed and levied for the prior year and if the residential Property is a part of a larger tax parcel, then the tax proration shall be based upon the taxes for the improvement, plus the percentage of the taxes which approximates the percentage of the land comprising the Property compared to the total land included in the tax parcel. The Property Owners shall be responsible for and shall pay all utilities through the date of closing. Possession and physical occupancy of the premises shall be given to the Guarantor at closing. Prior to the closing, the Property Owners shall give the Guarantor, or its agent, the right to inspect the Property for the purpose of determining the existence of any damage to the premises which may have occurred between the date of the first appraisal and the date of the closing. The Property Owners shall be responsible for all damage in excess of normal wear and tear and any claim for such damage shall be presented to the Property Owners prior to closing, or such claim shall be waived. The Property Owners shall repair such damage prior to closing or the reasonable cost of such repair shall either be deducted from the sale price or, at the Property Owners' option, be escrowed from the sales proceeds with a non-party pending judicial determination of any dispute regarding liability therefor or cost thereof.

**5. Termination of Guarantor's Obligations.** In addition to the other provisions regarding termination set forth in this Plan, this Property Value Protection Plan shall terminate and Guarantor shall have no obligation to purchase or guarantee the purchase price upon the occurrence of all of the following events: (1) The Final Closure of the Expansion; (2) Guarantor serves notice of same upon the Property Owners; and (3) the Property Owners do not notify Guarantor of their exercise of the guarantee pursuant



to Section 2 above within 60 days after service pursuant to (2) of this Section 5. The notice under (2) above shall be served by certified mail, return receipt requested, and shall inform the Property Owners of their right to exercise the guarantee and of the termination provisions hereunder. Upon timely notice of their exercise of the guarantee by the Property Owners, the terms of the Property Value Protection Plan shall remain in full force and effect.

6. **Assignment or Transfer.** The guarantee given by the Guarantor pursuant to this Plan and the Host Agreement is personal to the Property Owners and terminates when the Property is sold, conveyed or otherwise transferred.

7. **Subsequent Agreements.** Any further expansion of the Veolia ES Valley View Landfill shall supersede the terms of this Plan, which event this Plan shall terminate.

# **ATTACHMENT C**

## **MINIMUM INSURANCE REQUIREMENTS**

Comprehensive General Liability conforming to the requirements of Section 5.5 of the Agreement:

\$5,000,000 (aggregate)  
\$10,000,000 (occurrence)

Pollution Liability Insurance conforming to the requirements of Section 5.5 of the Agreement:

\$10,000,000 (aggregate)

All policies shall contain a Blanket Waiver of Subrogation in favor of MACON COUNTY and shall be issued on an “occurrence basis” as opposed to a “claims made basis”,

The COUNTY, its agents, employees, officers and elected officials shall be named as Additional Insured on a primary and noncontributory basis.

The insurance shall be issued by an insurance company or companies that have a financial rating from AM. Best Company of not less than “A-V”.

**ATTACHMENT D**  
**CORPORATE GUARANTEE**

**GUARANTY OF AGREEMENT**

On October 9, 2008, Veolia ES Valley View Landfill, Inc. ("Company") and Macon County, Illinois, the host community, ("County") entered into that certain Host Agreement in connection with the proposed expansion of the Veolia ES Valley View Landfill (the "Agreement"). In conjunction with the Agreement, County has requested, and Company has agreed to arrange for, the execution of this Guaranty of Agreement by Veolia ES Solid Waste of North America, LLC ("Guarantor") in accordance with the terms and conditions contained herein.

Guarantor hereby agrees as follows:

1. Guarantor hereby guaranties the due and punctual performance of the Agreement by Company. Therefore, if Company (unless relieved from performance by any clause of the Agreement or by applicable law or court order) shall in any respect fail to observe the terms and conditions of the Agreement, following any applicable cure period (a "Breach"), then Guarantor will on demand by County:
  - (i) If the Breach is capable of being remedied, promptly remedy or procure the remedy of the Breach; or
  - (ii) If the Breach is not capable of being remedied, indemnify County for the damages caused by the Breach as if Guarantor were bound by the terms of the Agreement.
  
2. Guarantor provides this Guaranty subject to any set-offs, defenses or counterclaims, compulsory and permissive, and on the basis of the Agreement as existing at the date hereof. The Guaranty shall continue in force and effect until the termination of the Agreement, provided always that:
  - (i) no modifications, amendments or alterations to the Agreement whatsoever may increase the Guarantor's obligations hereunder;
  - (ii) this Guaranty applies to Company's operations of the proposed expansion of the Veolia ES Valley View Landfill in Macon County, Illinois; and
  - (iii) County shall have first provided Company with thirty days prior written notice of the Breach, with a copy to Guarantor, during which time Company has failed to cure same.
  
3. This Guaranty shall be governed by and construed in accordance with the Laws of the State of Illinois with venue for any action seeking enforcement hereof lying exclusively in Macon County, Illinois; *forum non conveniens* waived.

This Guaranty is intended for the sole benefit of County and does not create any obligations on behalf of or rights in favor of any parties other than County.

In witness whereof, Guarantor has executed this Guaranty on this, the 9<sup>th</sup> day of October, 2008.

Veolia ES Solid Waste of North America, LLC,  
Guarantor

By: [Signature]  
Print Name: RICHARD BURKE - PRESIDENT

