

RESOLUTION
#R2009-11

Whereas, the DeKalb County Solid Waste Committee has spent considerable time studying the future of solid waste disposal in DeKalb County, and

Whereas, the DeKalb County Solid Waste Committee has found that despite the best efforts of the citizens of DeKalb County to recycle and their considerable success in doing so, there remains a need to create new capacity for final disposal of solid waste, and

Whereas, the DeKalb County Solid Waste Committee having reviewed all reasonable alternatives, has concluded that the DeKalb County landfill, currently owned and operated by Waste Management Inc., represents the best location to create additional capacity for future final disposal of solid waste, and

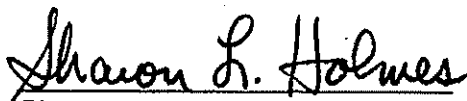
Whereas, the DeKalb County Solid Waste Committee did recommend that County Board enter into a Host Community Agreement with Waste Management Inc. (a copy of which is attached to this Resolution and hereby incorporated by reference) to provide both future disposal capacity for the citizens of DeKalb County and certain environmental and financial assurances, and

Whereas, it was the finding and recommendation of the Solid Waste Committee that the attached Host Community Agreement was in the best interests of all of the citizens of DeKalb County.

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does concur in the findings and recommendations of it's Solid Waste Committee and does hereby approve the attached Host Community Agreement between the County of DeKalb and Waste Management Inc. and does direct the Chairman to Execute said agreement.

PASSED THIS 18TH DAY OF MARCH 2009 A.D. AT SYCAMORE, ILLINOIS 2009 A.D.

ATTEST:



Sharon L. Holmes
County Clerk

SIGNED:



Ruth Anne Tobias
County Board Chairman

2/26/09

HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT ("Agreement") entered into this ___th day of ___ 2009, by and between Waste Management of Illinois, Inc., a Delaware corporation authorized to do business in Illinois and having an office at 1411 Opus Place, Suite 400, Downers Grove, Illinois 60515 ("Waste Management"), and the County of DeKalb, Illinois (the "County").

Recitals

- A. Pursuant to an Illinois Environmental Protection Agency ("IEPA") permit, number 1996-247-LFM, Waste Management owns and operates the DeKalb County Landfill, IEPA ID number 0378020001, located on property commonly known as 504 Somonauk Road, DeKalb, Illinois 60112 and further described on Attachment A ("Existing Landfill").
- B. Pursuant to the Illinois Environmental Protection Act, 415 ILCS 5/39.2 (the "Act"), Waste Management plans to file an application ("Siting Application") with the County for local approval for expansion of the Existing Landfill ("Expansion") on property adjacent to the Existing Landfill and further described in Attachment A hereof ("Expansion Property").
- C. If the County grants local siting for the Expansion and the IEPA issues permits for the development and operation of the Expansion, Waste Management agrees to provide certain protections and benefits to the County, as set forth in this Agreement.
- D. By entering into this Agreement, the County does not express any opinion or commitment with respect to the Siting Application.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the County and Waste Management agree as follows:

1. Incorporation of Recitals; Definitions.

The above recitals are incorporated as part of this Agreement as though fully set forth herein. All terms used in this Agreement which are defined in the Act or regulations promulgated thereunder will, unless otherwise defined, have the meanings provided in the Act and regulations.

2. Lands Covered.

This Agreement covers both the Existing Landfill and the Expansion described in Attachment A (collectively referred to herein as the "Landfill"). Any further requests for expansion of the Landfill are to be covered by a separate Host County Agreement and a new Siting Application. Nothing in such future agreement shall modify obligations in this current Agreement unless expressly and mutually agreed.

3. Effective Date.

This Agreement shall be effective as of the date both parties have executed this Agreement (the "Effective Date"). This Agreement shall be deemed incorporated into any Siting Application for site location approval for the Expansion filed with the County.

4. Expiration Date.

In order to construct and operate the Expansion, Waste Management must receive (i) final and non-appealable local siting approval pursuant to the Act and (ii) a final and non-appealable operating permit from the IEPA (the "Required Approvals"). If Waste Management receives the Required Approvals, this Agreement shall expire when the post-closure care period under the Act for the Landfill ends provided, however, that any necessary on-going remedial activities shall not

be terminated. If the Required Approvals are not received and Waste Management has exhausted all appeals available that it chooses to pursue within reason, this Agreement shall expire upon receipt by the County of a written notice of termination from Waste Management.

5. Ban on Hazardous Waste.

Waste Management may accept only non-hazardous Solid Waste for disposal at the Landfill. Waste Management shall not knowingly accept, treat, or dispose of any waste which is defined as hazardous by the Act or the regulations adopted thereunder, radioactive, infectious or PCB contaminated wastes ("Unacceptable Waste") at the Landfill. Waste Management shall comply with all relevant regulations relative to load checking and load acceptance and shall immediately inform the County orally and in writing of any Unacceptable Waste that has been accepted, received, stored, treated, disposed, or transported to or from the Landfill. Any Unacceptable Waste shall be removed from the Landfill to a lawful location within a reasonable time, unless IEPA expressly assents to the storage, treatment or disposal of such wastes at the Landfill.

6. County's Use of Landfill.

a. Free Disposal. Waste Management will accept all road kill from the DeKalb County Highway Department without charge during the operating life of the Expansion. Waste Management will also accept for disposal without charge all non-hazardous solid waste generated by those DeKalb County and DeKalb County Forest Preserve facilities listed below during the operating life of the Expansion.

Sycamore Campus
DeKalb County Courthouse
133 West State St.
Sycamore, IL 60178

Administration Building
110 East Sycamore St.
Sycamore, IL 60178

Legislative Center
200 North Main St.
Sycamore, IL 60178

Jail and Sheriff's Offices
150 North Main St.
Sycamore, IL 60178

Health Facilities Campus

Public Health Department
2550 N. Annie Glidden
DeKalb, IL 60115
Community Outreach Building
2500 N. Annie Glidden
DeKalb, IL 60115

Rehab & Nursing Center
2600 N. Annie Glidden
DeKalb, IL 60115

DeKalb County Forest Preserves

Limited to current pick up points: MacQueen, Russell, Nehring, Afton, Chief Shabbona and Sannauk Forest Preserves, Pottawatomie Park

DeKalb County Highway Department

2910 Barber Greene Road
DeKalb, IL 60115

Free disposal to these County facilities extends to all non-hazardous solid waste generated in the normal operation of these facilities and does not include waste materials generated in connection with major projects that would generate an above-normal amount of waste, such as remodeling or demolition projects. The County agrees not to enter into a solid waste or recyclables collection agreement with any third party hauler for these facilities until it provides Waste Management with the opportunity to meet the terms and conditions for such services offered to the County by any third party hauler. Waste Management shall have 10 days after its receipt of such terms and conditions to accept or reject them. With respect to hauling services now being provided to these facilities by Waste Management, the prices for such services, with the exception of any fuel or environmental fees and surcharges, shall be capped at the then current rate at the time Waste Management achieves final, non-appealable siting for the Expansion, for five years thereafter.

b. Guaranty of Disposal Capacity for County Waste. Provided that the Required Approvals are obtained for the Expansion with a minimum of 22 million tons of capacity, for at least twenty-five (25) years after Waste Management begins to operate in the Expansion, Waste Management will guaranty disposal capacity at the Expansion for non-hazardous Solid Waste generated in the County ("County Waste"). The future capacity Waste Management will reserve for County Waste at the Expansion during the twenty-five (25) year guaranty period will be computed on an ongoing, "rolling" basis as follows:

Step 1: Total County Waste Received
During Immediately Preceding $\div 3$ = Annual County Waste Estimate
Three (3) Calendar Years

Step 2: Annual County
Waste Estimate x Remainder of Guaranty Period = Minimum Total Capacity Guaranty
Amount

By way of example only and not by way of limitation, such minimum total capacity guarantee amount would be computed on a rolling basis as follows:

Assuming: (i) the first year of operation is 2010; and (ii) the total County Waste received the three calendar years immediately preceding 2015 was 210,000 tons. Under Step 1, this total amount would be divided by 3 to arrive at the Annual County Waste estimate (70,000 tons) as of 2015. Going to Step 2, the annual County Waste estimate figure for the year 2015 (70,000 tons) would be multiplied times the remainder of the guaranteed period (20 years as of 2015) for a total of 1,400,000 tons. This figure would constitute the Minimum Total Capacity Guaranty amount which Waste Management must demonstrate is available for the receipt of County Waste as of 2015. This figure would be recomputed on an ongoing, rolling basis for each year thereafter according to the formula set forth above. To the extent necessary to

satisfy the then applicable Minimum Total Capacity Guaranty amount, Waste Management will reduce its acceptance of out-of-County waste.

Waste Management shall provide the County with an annual certificate setting forth the calculation of this required minimum capacity guaranty and further certifying that Waste Management has reserved sufficient capacity at the Expansion to satisfy the minimum total capacity guaranty amount mandated at that point in time.

In order to insure that Waste Management reserves sufficient capacity, as required in this Section 6, it will annually develop a topographic survey of the Expansion for the purpose of determining its remaining capacity based on its then current compaction ratio (gate tons to cubic airspace yards). The annual topographic surveys and all other computations regarding remaining capacity will be made available to the County and the County's consultants for review and audit upon request.

In the event the Required Approvals are obtained for the Expansion with fewer than 22 million tons of additional capacity, the number of years of guaranteed disposal capacity will be proportionately reduced.

7. Service Area.

a. Commencing as of the Effective Date, Waste Management may accept wastes for disposal at the Existing Landfill generated outside of DeKalb County in the event its daily receipts of waste generated in DeKalb County fall below 300 tons, provided that the Existing Landfill shall not accept any more out-of-county wastes than is required to maintain an average daily tonnage receipt of 300.

b. Commencing on the day Waste Management begins to accept waste in the Expansion, Waste Management may accept wastes for disposal at the Landfill generated outside

of DeKalb County, provided, however, that in no event shall Waste Management accept for disposal in excess of 500,000 tons of Solid Waste for disposal during any calendar year, without approval of the County. In the event of a natural disaster, Waste Management may accept additional quantities of clean-up wastes with the approval of the Director of Environmental Health.

8. Assignment of Rights.

This Agreement shall be binding upon Waste Management and its successors and assigns. In the event the County grants siting approval for the Expansion, Waste Management will not transfer a controlling interest in the ownership of the Landfill to a third party without the prior written approval of the County Board, which approval shall not be unreasonably withheld. The County shall have 90 days from the notification by Waste Management of a proposed transfer in which to notify Waste Management whether the County approves of the transfer. In the event it does not, the County shall state in writing its reasons for not approving the transfer. If Waste Management has not received such written notice of denial within 90 days of its notification of the County of the proposed transfer, the transfer will be deemed approved. An assignment of this Agreement with the written approval of the County will relieve Waste Management of its contractual obligations pursuant to this Agreement. The County shall consider in deciding whether to grant such approval the ability of the transferee, both financially and operationally, to comply with the terms of this Agreement, all licenses and permits, and all other applicable federal, state and local statutes, ordinances and regulations pertaining to the Landfill. The County may require a written commitment by the transferee to assume and comply with the duties and obligations of this Agreement, as a precondition of its approval of any such transfer.

9. Covenant.

This Agreement shall constitute a covenant in the nature of a covenant running with the land. Waste Management agrees to execute all additional documents necessary for the recording of this Agreement in the chain of title of the Existing Landfill and Expansion property described on Attachment A.

10. Records and Inspection Rights.

Waste Management shall promptly provide the County, free of charge, copies of all of the following documents in any manner connected with the Landfill, unless notified to the contrary by the County:

a. documents submitted by Waste Management or its agents or consultants to the IEPA or any other state or federal environmental regulatory agency, including permit applications (including requests to modify any existing permits); and

b. documents received by Waste Management or its agents or consultants from the IEPA or any other state or federal regulatory agency, including documents relating to charges, complaints or citations of non-compliance.

During the period of this Agreement, Waste Management will provide the County with such documents within five (5) business days of receipt or distribution. The County may review Waste Management's operations at any time during the term hereof without prior notice, provided that County representatives adhere to all applicable safety procedures at the Landfill during on-site visits. The County has the right to attend all meetings between Waste Management and any state or federal regulatory agency regarding the Landfill. Waste Management shall give the County reasonable notice of any such meetings.

11. Well Monitoring.

Within thirty (30) days after Waste Management has received the Required Approvals to construct the Expansion, Waste Management shall contact the owners of all water supply wells currently in use as a drinking water supply within the area designated on Attachment B hereof (hereinafter "Covered Wells"), by certified mail, return receipt requested, seeking permission from the owners to sample their wells for monitoring. Waste Management shall use reasonable efforts to obtain permission to monitor the Covered Wells. The County may assist Waste Management in obtaining permission from the well owners. Waste Management will offer to sample the Covered Wells on a quarterly basis within the first year prior to waste first being accepted for disposal in the Expansion for the indicator parameters listed on Attachment C. Waste Management shall then monitor the Covered Wells of those consenting owners on a semi-annual basis for those indicator parameters listed on Attachment C while the wells are being used as a drinking water supply, from the date on which Waste Management first accepts waste at the Expansion until the expiration of thirty (30) years after Waste Management concludes all landfilling operations, or when post-closure care terminates, whichever is later, at Waste Management's expense. Reports relating to such monitoring shall be provided to the County and to affected residents within 90 days of the sample collection. Should any of the semi-annual test results demonstrate that any well has been contaminated from the operation of the landfill, Waste Management shall monitor the well for both the indicator parameters and organic parameters listed on Attachment C on a quarterly basis during the remaining period of this Agreement and thirty (30) years thereafter or until the affected well has been repaired or an alternate potable water supply has been provided as described in paragraph 12.

12. Contamination.

If, at any time after the date that Waste Management first accepts waste at the Expansion and during the period of this Agreement and thirty (30) years thereafter, any Covered Well is contaminated by the Landfill or by other operations on the Property, Waste Management agrees to provide an alternate potable water supply to that owner, which may include a new well to replace the contaminated well, within twenty-four (24) hours of notification to Waste Management that the well, based upon the laboratory analysis of samples submitted to an accredited laboratory and professional engineering judgment, has been contaminated by the Landfill. Waste Management shall not be responsible to provide an alternative potable water supply, nor shall it be reasonable for monitoring any more frequently than semi-annually, for any Covered Well that Waste Management can prove was not contaminated by the Landfill or by other operations on the Landfill property described on Attachment A. In the event of a disagreement over whether the Landfill contaminated a Covered Well, the parties shall submit such dispute to arbitration following the expedited rules of the AAA, with each party choosing one arbitrator and the arbitrators choosing a third arbitrator. Nothing in this Agreement shall limit the rights of non-signatories to seek judicial relief.

13. Property Value Guarantee Plan.

Waste Management agrees to comply with the program described as the "Property Value Guarantee Plan" set forth in Attachment D hereof for current owners of properties located within the area designated on Attachment E hereof.

14. Insurance Protection.

a. Waste Management shall maintain commercial general liability insurance covering all activities to be conducted by Waste Management at the Expansion in the amount of

\$10,000,000, with the County, its agents, employees, affiliates and elected officials named as Additional Insureds.

b. In addition to the financial assurance requirements of the State of Illinois and its agencies, prior to Waste Management commencing operations at the Expansion and continuing for a period of thirty (30) years after closure of the Landfill, Waste Management shall obtain 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 off-site coverage, and covering the costs of remedial action for any contaminants which have been or are threatened to be released from the Landfill in the amount of \$20,000,000, with the County, its agents, employees, officers and elected officials named as Additional Insureds. Such insurance shall be separate from the obligation to maintain financial assurance under applicable closure and post-closure regulations.

15. Cooperation with DeKalb County Economic Development Corporation.

Waste Management agrees to work with the DeKalb County Economic Development Corporation in using the Expansion as a means to help attract new commercial and industrial facilities into the County. This could include, at the County's request, Waste Management providing design and operating information on the Expansion, including information regarding the guaranty of disposal capacity provided to the County herein. Waste Management will make a one-time contribution of \$80,000 to the DeKalb Economic Development Corporation within 30 days of its receipt of final, non-appealable siting approval for the Expansion. In addition, Waste Management will make an annual contribution to the DeKalb Economic Development Corporation in the amount of at least \$5,000 per year, beginning in 2009, and the minimum

contribution per year shall be increased annually by the lower of: (a) the annual increase in the Consumer Price Index for the Chicago Region (CPI-U, Chicago-Gary-Kenosha, All Items), as published from time to time by the United States Department of Labor Statistics; or 4%.

16. Per Ton Host Benefit Fees.

Commencing on the day Waste Management first accepts waste at the Expansion, Waste Management shall pay the County a Host Benefit Fee for each ton of waste disposed in the Expansion for which a disposal fee is paid. A Host Benefit Fee will not be paid on wastes accepted for disposal from the County pursuant to Section 6a. hereof. The Host Benefit Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund.

a. Calculation of Host Benefit Fee

The Host Benefit Fee shall be \$4.60 per ton, less any fee paid by Waste Management to the County pursuant to 415 ILCS 5/22.15 et seq. or similar statutes authorizing the County to assess fees on the permanent disposal of wastes at the Landfill, on all Solid Waste disposed at the Landfill ("Base Host Fee"), effective on the first day Waste Management accepts waste for disposal in the Expansion. The monthly Host Benefit fee payable by Waste Management to the County shall be calculated as follows:

Number of Tons of Solid Waste Accepted for Disposal x Host Benefit Fee – any statutory fees collected by Waste Management and paid to the County pursuant to 415 ILCS 5122-15 et seq. or any similar enabling statute pursuant to which Waste Management collects a fee at the Expansion and remits the fee to the County.

Beginning on the first anniversary of the first day of the month following Waste Management's receipt of final, non-appealable siting for the Expanded Landfill, and annually thereafter as long as Waste Management continues to receive waste for disposal at the Landfill, the Host Benefit Fee shall be adjusted by the lesser of: (a) the percentage of increase during the previous year in the Consumer Price Index for the Chicago Region (CPI-U, Chicago-Gary-Kenosha), All Items as published from time to time by the United States Department of Labor Statistics, or (b) 5% but in no case will the then-current Host Benefit Fee be decreased.

b. Payment

The Host Benefit Fee shall be payable to the County on a monthly basis on or before the 30th day following the end of each month. Any Host Benefit Fee payment not received by the County within this 30 day period shall be subject to a late charge of one (1%) percent of the total Host Benefit Fee plus accrued late charges per month or fraction of the month in which the payment is late.

c. Payment Form

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of Non-hazardous Solid Waste received at the Expansion accepted for a fee 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 by Waste Management.

d. Audit

The County shall be entitled to audit the tonnage-related business records of the Landfill to verify the amount of the Host Benefit Fee payment at the County's expense.

Waste Management shall make available to the County scale tickets and such other business records the auditor may request to conduct the audit.

e. Payment Guarantee

Waste Management's parent company shall guaranty payment of the Host Benefit Fee pursuant to a Guarantee in the form attached as Attachment F.

f. Minimum Payment

Effective on the commencement of operations in the Expansion, regardless of the amount of Solid Waste actually received at the Landfill, Waste Management will guarantee that the minimum Host Benefit Fee after Waste Management commences disposal operations in the Expansion will be the Host Benefit Fee that would be payable for 375,000 tons per year of non-hazardous Solid Waste.

17. Preference for DeKalb County Residents and Firms.

Waste Management agrees that it shall give preference to suitably skilled applicants residing in the County before hiring other applicants residing in other counties for work at the Landfill, to the extent that such preference does not violate any employment or collective bargaining agreements or any state or federal employment and/or civil rights laws, except for positions filled by existing Waste Management employees relocated from other Waste Management businesses. Waste Management agrees it shall give a preference to qualified firms headquartered in DeKalb County which provide a competitive price or bid (where bidding is required) and which are capable of performing the required work (which could include services at other facilities) and would be in compliance with then existing collective bargaining agreements before contracting with or otherwise retaining firms headquartered elsewhere.

18. Compliance with Applicable Laws, Rules and Regulations.

Waste Management warrants that it will at all times conduct its operations at the Landfill in material compliance with all of the laws, rules and regulations of the State of Illinois and the United States of America relevant thereto. The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the County of material compliance by Waste Management with all said laws, rules and regulations, nor shall acceptance of said payment by the County otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County in the event of any material violation of any said laws, rules or regulations by Waste Management.

19. County Duties and Responsibilities.

a. Local Roads.

The terms of this Agreement shall not be construed in any manner to impose upon the County any duties or responsibilities to provide any services or facilities to Waste Management beyond which the County customarily provides to residents and businesses of a similar nature within the County. Further, the County and Waste Management expressly represent that the County is relying on Waste Management's unique expertise to operate landfills and that the County has no role in operating the Landfill. In support of the increased commercial activity envisioned herein, the County will upgrade Somonauk Road from State Route 38 south to the relocated Landfill entrance. Somonauk Road will be designated an 80,000 pound route for truck traffic and will not be subject to the County's annual Spring postings. Waste Management will, prior to accepting Solid Waste at the Expansion, contract for a traffic impact analysis by a firm approved by the County, such approval not to be unreasonably withheld, and be liable for any

additional costs associated with the construction of turn lanes, acceleration lanes and/or deceleration lanes necessitated by the increased activities at the Landfill. Waste Management will assume responsibility for all repairs and/or reconstruction required to maintain the upgraded service levels on this portion of Somonauk Road based on its proportionate use of this portion of Somonauk Road. In the future to minimize the impact on local roads, Waste Management will direct all transfer trucks accessing the Landfill and Expanded Landfill to utilize Peace Road between I-88 and Route 38, Route 38 between Peace Road and Somonauk Road and Somonauk Road between Route 38 and the relocated Landfill entrance. Local haulers (originating within DeKalb County) will use this preferred route to extent practicable.

b. Solid Waste Recycling Program.

The County will utilize a portion of the Host Fee revenues provided for in this Agreement to continue and strengthen its established Solid Waste Education Program including, but is not limited to, school and public education and special recycling community collections and projects. Efforts will be made to expand its recycling efforts to include rural recycling partnerships between the Solid Waste Program and willing local groups and/or communities within DeKalb County. At the time of implementation of this Agreement, the County will adopt an ordinance repealing the fees currently imposed under 415 ILCS 5/22.15 et seq. (solid waste tipping fee) and appropriate the initial annual amount of \$200,000 to the Solid Waste Program in support of those activities. This annual appropriation shall be adjusted for inflation in proportion to the CPI adjustments provided for in Section 16a. of this Agreement.

c. Land and Water Conservation and Environmental Education Efforts.

The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the

DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin at the time of implementation of this Agreement and shall be adjusted annually for inflation in proportion to the CIP adjustments provided for in Section 16a.

20. County Solid Waste Management Plan.

The Expansion is consistent with the County's Solid Waste Management Plan.

21. Environmental Stewardship Program.

Waste Management agrees that its responsibilities to the County and its residents include active environmental stewardship.

a. Methane recovery program: Waste Management will design the Expansion in such a manner as to allow for an appropriate methane gas collection system and sufficient space for the potential development of a methane gas recovery facility, which will be constructed and operated, provided Waste Management determines that it is economically feasible to do so.

b. Citizen forum procedures: Waste Management will establish, at its own expense, procedures to receive, respond to, notify the County regarding, and expeditiously resolve all citizen complaints pertaining to Waste Management's operations at the Expansion. A log of citizen complaints and the resolutions thereof will be maintained by Waste Management and made available to the County upon request.

c. Household hazardous waste collection program: Waste Management will contribute up to \$25,000 towards one or more household hazardous waste collection events for DeKalb County residents every year during the life of the Expansion. The location of the household hazardous waste collection event will be mutually determined by the County and Waste Management.

22. Recycling Support.

Waste Management will provide four (4) citizen recycling drop off boxes for mixed recyclables during the operating life of the Landfill Expansion, at no cost to the County. One of the recyclable drop off boxes will be located at the Landfill. One will be located in the City of DeKalb, at a location mutually selected by the Director of Environmental Health and Waste Management. The other two recyclable drop off boxes will be located in the southern and northern areas of the County, at locations mutually selected by the County Solid Waste Director and Waste Management.

23. Property Transfer and End Use.

a. Upon Waste Management's receipt of final, non-appealable siting for the Expansion, it agrees to transfer to the County a 15.1 acre parcel with access from Guerler Road within the property described on Exhibit G hereto for its use and improvement at its sole expense. The transfer will be subject to a deed restriction prohibiting the transferred property from being further transferred to any third party. The County agrees that its use of this property shall not interfere or adversely impact the operation of the Landfill.

b. Upon IEPA certification of final closure of all portions of the Landfill, the County shall have the right to lease the Landfill, as described in Attachment A (including both the Existing Landfill and the Expansion properties), for a term of 99 years, subject to automatic renewal for additional 99 year terms unless the County issues a notice of termination to Waste Management one year prior to the expiration of each 99 year term. The annual rent shall be \$1.00. The County's lease rights will be subject to all reasonable access rights Waste Management will retain in order to perform all required post-closure care for the Landfill. If the County exercises its right to lease the Landfill, it shall: (i) maintain adequate general

liability insurance covering the County's use, with Waste Management being a named insured; (ii) be responsible for any and all expenses attributable to the County's use; (iii) obtain Waste Management's prior approval of any and all alterations and improvements, which approval shall not be unreasonably withheld; (iv) allow Waste Management to reasonably restrict access to specific areas that it deems reasonably necessary to protect visitors and the integrity of the Landfill; and (v) the County will reimburse Waste Management for any property or lease taxes it is required to pay with respect to the Landfill. Waste Management will acknowledge such County use in writing and shall not seek to hold the County liable for any approved use.

c. Within 30 days of its receipt of final, non-appealable final siting for the Expansion, Waste Management shall make a one-time contribution of \$50,000 to the DeKalb County Forest Preserve for end-use planning of the Landfill or any other purpose(s).

24. Indemnification.

This Agreement does not create any legal relationship between Waste Management and the County (such as a joint venture or partnership) with regard to operation of the Expanded Landfill. Nor does the County undertake, by virtue of this Agreement, any responsibility or liability for compliance with any laws, rules or regulations relating to the operation of the Landfill or the depositing, storage or control of any wastes within the area of the Landfill. In the event that the County should be joined as a defendant in any legal action relating to any provision of this Agreement regarding the operation of the Landfill by Waste Management or alleging any environmental liability regarding the Landfill Property relating to such operation, Waste Management agrees to indemnify and save harmless the County from such liabilities or damages as may be claimed in said legal action, together with reasonable attorney's fees, expert

fees and costs incurred by the County to defend itself against such legal action, except for actions involving the gross negligence of the County, its agency, employees or representatives.

25. Amendment to Agreement.

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto.

26. Delivery of Notices.

All notices under this Agreement shall be personally delivered or sent by certified mail to the Chairman of the County Board, Administration Building, 110 E. Sycamore Street, Sycamore, Illinois, 60178, and to Waste Management at 1411 Opus Place, Suite 400, Downers Grove, Illinois 60515 (Attention: Waste Management of Illinois Market Manager).

27. Landfill Design and Operation.

Waste Management shall have sole design and operation control over the Landfill during the life of the facility, subject only to the right of the County to require that it be operated and maintained in compliance with all applicable federal, state, and local laws, and regulations.

28. County Obligations.

The County, provided that the Siting Application is approved, shall utilize its reasonable efforts to assist Waste Management in obtaining all necessary permits form IEPA for the construction and operation of the Expansion.

29. Force Majeure.

The obligations with respect to performance of this Agreement by either party shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the

facility); epidemic, landslide, lightning, hurricane, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the construction or operation of the Expansion; and any change in Law which has a material effect on the construction or operation of the Expansion or which substantially reduces the amount of waste that can be disposed of at the Expansion (due to franchising, waste bans, flow control to other facilities or similar governmental actions or new waste disposal technology), including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will use best efforts to overcome the cause of cessation of services and to reopen the Expansion as soon as practicable after the cessation of the cause of suspension of services.

30. Enforcement.

The parties agree that the County shall have the right to enforce this Agreement by an action in DeKalb County Circuit Court. Waste Management shall be responsible for and shall reimburse the County for all costs, including reasonable attorney's fees, incurred by the County in enforcing its rights hereunder or securing benefits of the Host Community Agreement in the event the County is successful in doing so. The County also expressly reserves its right to enforce the underlying obligations of this Agreement under applicable federal regulations.

31. Confidentiality.

The County shall not disclose or release any documents, records, or other information that constitutes proprietary or confidential business information of Waste Management, including, but not limited to, information regarding customers and pricing, to any third parties. It is intended

that disclosure of such information be limited to public officials in their official capacity with the DeKalb County Board who have a need to review such information for purposes of enforcing this Agreement.

32. Insolvency, Bankruptcy and Memorandum of Agreement.

If Waste Management, or its successors and assigns for purposes of this Agreement, shall (1) at any time during the period of this Agreement have proceedings in bankruptcy instituted against it and be unable to pay its debts as they become due, or (2) if any execution or attachment of the Landfill shall issue against Waste Management, or its successors and assigns for purposes of this Agreement, whereupon the Landfill shall be taken or attempted to be taken, or (3) a receiver or trustee shall be appointed for the Landfill, or (4) if this Agreement shall, by operation of law, devolve upon or pass to any person or persons other than Waste Management, or its successors and assigns for purposes of this Agreement, then, and in each of said cases, County, at its election, may terminate this Agreement and be discharged from any future obligations of performance. The parties agree to execute and record a Memorandum of Agreement setting out the identities of the parties, the existence of this Agreement, and a description of the Landfill property described on Attachment A.

33. Severability and Applicable Law.

If any provision or subsection hereof or the application thereof to any person or circumstance is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. This Agreement shall be governed by the laws of the State of Illinois.

34. Authority to Enter Into Agreement.

Waste Management hereby represents and warrants that it is a valid and existing Delaware corporation authorized to do business in Illinois and that the individuals executing this Agreement have been duly authorized by the corporation to act on its behalf and enter into this Agreement and is a valid and enforceable agreement. The County hereby represents and warrants that this Agreement has been duly approved by a resolution of the County Board and is a valid and enforceable agreement.

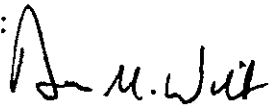
IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated below.

WASTE MANAGEMENT OF
ILLINOIS, INC.

BY: 
Its Vice President

COUNTY OF DEKALB

BY: 
Its County Board Chairman

ATTEST:
BY: 
Assistant Secretary


Clerk of DeKalb County

DATE: 4/17/09

c:\data\docs\dennis\agreements2009\dekalbhostagmt022609clean

Attachment A

Landfill Property Legal Description

Existing Landfill Property

PARCEL 1:
THE SOUTH EAST 1/4 OF SECTION 32; AND THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 40 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS;
(EXCEPTING THEREFROM THE LAND DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 32 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 32; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 645.90 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 289.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A LINE CURVING SOUTHERLY HAVING A RADIUS OF 285.00 FEET, A DISTANCE OF 197.22 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A LINE CURVING WESTERLY HAVING A RADIUS OF 215.00 FEET, A DISTANCE OF 148.78 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 294.65 FEET TO A POINT ON THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 32; THENCE NORTHERLY ALONG THE SAID WEST LINE, WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.21 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART WITHIN THE LIMITS OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD.)
(ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: PART OF THE EAST 1/2 OF SECTION 32, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 32; THENCE SOUTH (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 OF SECTION 32, A DISTANCE OF 245.00 FEET; THENCE NORTH 88 DEGREES, 39 MINUTES, 35 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF A PUBLIC HIGHWAY DESIGNATED THE EAST-WEST TOLLWAY, A DISTANCE OF 279.67 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 245.00 FEET, TO A POINT ON SAID SOUTHERLY LINE; THENCE SOUTH 88 DEGREES, 39 MINUTES, 35 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.67 FEET, TO SAID POINT OF BEGINNING.)

PARCEL 2:
THAT PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH 1/2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID QUARTER 497.0 FEET TO THE CENTER LINE OF A DRAINAGE DITCH; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, AT AN ANGLE OF 55 DEGREES, 53 MINUTES, 50 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, 835.87 FEET TO THE NORTH LINE OF SAID SOUTH 1/2; THENCE WESTERLY ALONG SAID NORTH LINE 700.47 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PINS 09-32-400-008, 09-32-400-009, 09-33-300-007, 09-33-300-008
AND 09-33-300-003

PARCEL 3:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 32; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 645.30 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 289.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A LINE CURVING SOUTHERLY HAVING A RADIUS OF 285.00 FEET, A DISTANCE OF 197.22 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A LINE CURVING WESTERLY HAVING A RADIUS OF 215.00 FEET, A DISTANCE OF 148.78 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 294.65 FEET TO A POINT ON THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 32; THENCE NORTHERLY ALONG THE SAID WEST LINE, WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.21 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART WITHIN THE LIMITS OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD.

PIN

0.492 ACRE (ENTRY ROAD)

SOMONAUK ROAD AND I-88, DEKALB, IL 60115

PARCEL 4:

PART OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 32; THENCE SOUTH (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 OF SECTION 32, A DISTANCE OF 246.00 FEET; THENCE NORTH 88 DEGREES, 39 MINUTES, 36 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF A PUBLIC HIGHWAY DESIGNATED THE EAST-WEST TOLLWAY, A DISTANCE OF 279.67 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 246.00 FEET, TO A POINT ON SAID SOUTHERLY LINE; THENCE SOUTH 88 DEGREES, 39 MINUTES, 36 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.67 FEET, TO SAID POINT OF BEGINNING, ALL SITUATED IN THE TOWNSHIP OF CORTLAND, DEKALB COUNTY, ILLINOIS.

PIN 09-32-400-006

1.5 ACRES

512 N. SOMONAUK STREET, DEKALB, IL 60115

PARCEL 5:

THE NORTH 370.0 FEET OF THE WESTERLY 280 FEET OF GOVERNMENT LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DEKALB AND THE STATE OF ILLINOIS.

PIN 12-05-200-010

2.37 ACRES

**13530 E. GURLER ROAD, DEKALB, IL 60115
(RESIDENTIAL PARCEL LIES SOUTH OF GURLER ROAD)**

Expansion Property

PARCEL A:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL SITUATED IN DEKALB COUNTY, ILLINOIS

PIN 09-34-300-003

40.44 Vacant Acres on Gurler Road, DeKalb, IL 60115

AND

PARCEL B:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, EXCEPT THE TOLLWAY RIGHT OF WAY AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, EXCEPT THE TOLLWAY RIGHT OF WAY, SITUATED IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THE WESTERLY 317.5 FEET, AS MEASURED ALONG THE SOUTH LINE THEREOF OF THE SOUTHERLY 1,372.0 FEET, AS MEASURED ALONG THE WEST LINE THEREOF, OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS; ALSO EXCEPTING ALL THAT PART OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34 ACQUIRED BY THE ILLINOIS TOLL HIGHWAY AUTHORITY AS PARCEL E-726A IN CONDEMNATION CASE NO. 71-ED-402, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST CORNER OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34 AT A POINT LYING 150.0 NORTHEASTERLY OF THE CENTER LINE OF A HIGHWAY KNOWN AS THE EAST-WEST TOLLWAY EXTENSION AS SAID CENTER LINE IS SURVEYED AND STAKED OUT BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND RECORDED IN THE RECORDER'S OFFICE OF DEKALB COUNTY AS DOCUMENT NUMBER 357377, SAID 150.00 FEET BEING MEASURED RADIALLY TO SAID CENTER LINE; THENCE NORTHERLY ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, WHICH INTERSECTS SAID CENTER LINE AT SAID CENTER LINE TO ITS INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE EAST-WEST TOLLWAY EXTENSION, SAID POINT OF INTERSECTION LYING 140 FEET NORTHEASTERLY OF CENTER LINE STATION 5181+69.62; THENCE SOUTHEASTERLY ALONG SAID TOLLWAY NORTH RIGHT OF WAY LINE HAVING A RADIUS OF 3959.72 FEET TO A POINT 140 FEET NORTHEASTERLY OF CENTER LINE STATION 5190+00; THENCE SOUTHEASTERLY TO A POINT 150 FEET NORTHEASTERLY OF CENTER LINE STATION 5191+00; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

PIN 09-34-400-004 and 09-34-300-002

94.678 Vacant Acres on Gurler Road, DeKalb, IL 60115

PARCEL C:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33; AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33; ALL IN TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS (EXCEPTING THERE FROM THE FOLLOWING: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID QUARTER, 10.5 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE EAST-WEST TOLLWAY, AS FENCED, OCCUPIED AND MONUMENTED, FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH, ALONG SAID EAST LINE, 493.0 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES, 55 MINUTES, 35 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, 1016 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID QUARTER, 483.0 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1016.0 FEET TO THE POINT OF BEGINNING) (ALSO EXCEPTING ANY PART LYING IN THE TOLL HIGHWAY ALSO KNOWN AS INTERSTATE 88) (ALSO EXCEPTING PART CONVEYED IN DEED DOCUMENT 92005373 BEING THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33 LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 11.60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 THAT IS 3.30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 AND THERE SAID LINE TERMINATES) . ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN 09-33-400-001, 09-33-400-004 and 09-33-400-006
108.57 Acres

PARCEL D:

The West 1/4 of the Southwest 1/4 of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, in DeKalb County, Illinois, excepting the following: That part of the Southwest 1/4 of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said quarter, thence southerly along the West line of said section, 628.13 feet for a point of beginning; thence continuing southerly along said West line, 200.00 feet; thence easterly at an angle of 88 degrees, 25 minutes 55 seconds, measured clockwise from said West line, 416.00 feet; thence northerly, at an angle of 91 degrees, 34 minutes 05 seconds, measured clockwise from the last described course, parallel with said West line, 200.00 feet, thence westerly, at an angle of 88 degrees, 25 minutes, 55 seconds measured clockwise from the last described course, 416.00 feet to the point of beginning, all in Cortland Township, DeKalb County, Illinois.

PIN 09-34-300-008 and 09-34-300-009
Approximately 78 acres including residence

PARCEL E:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Quarter; thence Southerly along the West line of said Section 628.13 feet for a point of beginning; thence continuing Southerly along said West line 200.00 feet; thence Easterly at an angle of 88 degrees 25 minutes 55 seconds measured clockwise from said West line, 416.00 feet; thence Northerly, at an angle of 89 degrees 34 minutes 05 seconds measured clockwise from the last described course, parallel with said West line, 200.00 feet; thence Westerly, at an angle of 88 degrees 25 minutes 55 seconds, measured clockwise from the last described course 416.00 feet to the point of beginning, all in Cortland Township, DeKalb, Illinois.

PIN 09-34-300-004
1.91 Acres with improvements
18450 Chase Road, DeKalb, IL 60115

PARCEL F:

The North 493 feet of the East 1010 Feet of the Northeast 1/4 of Section 33, Township 40 North Range 5 East of the Third Principal Meridian, in Cortland Township, DeKalb County, Illinois.

PIN 09-33-400-007
Approximately 11.35 Acres including residences commonly known as 18425 Chase Road and 18455 Chase Road, DeKalb, IL 60115

PIN 09-33-400-008
.08 Acre Cell Tower Parcel

PARCEL G:

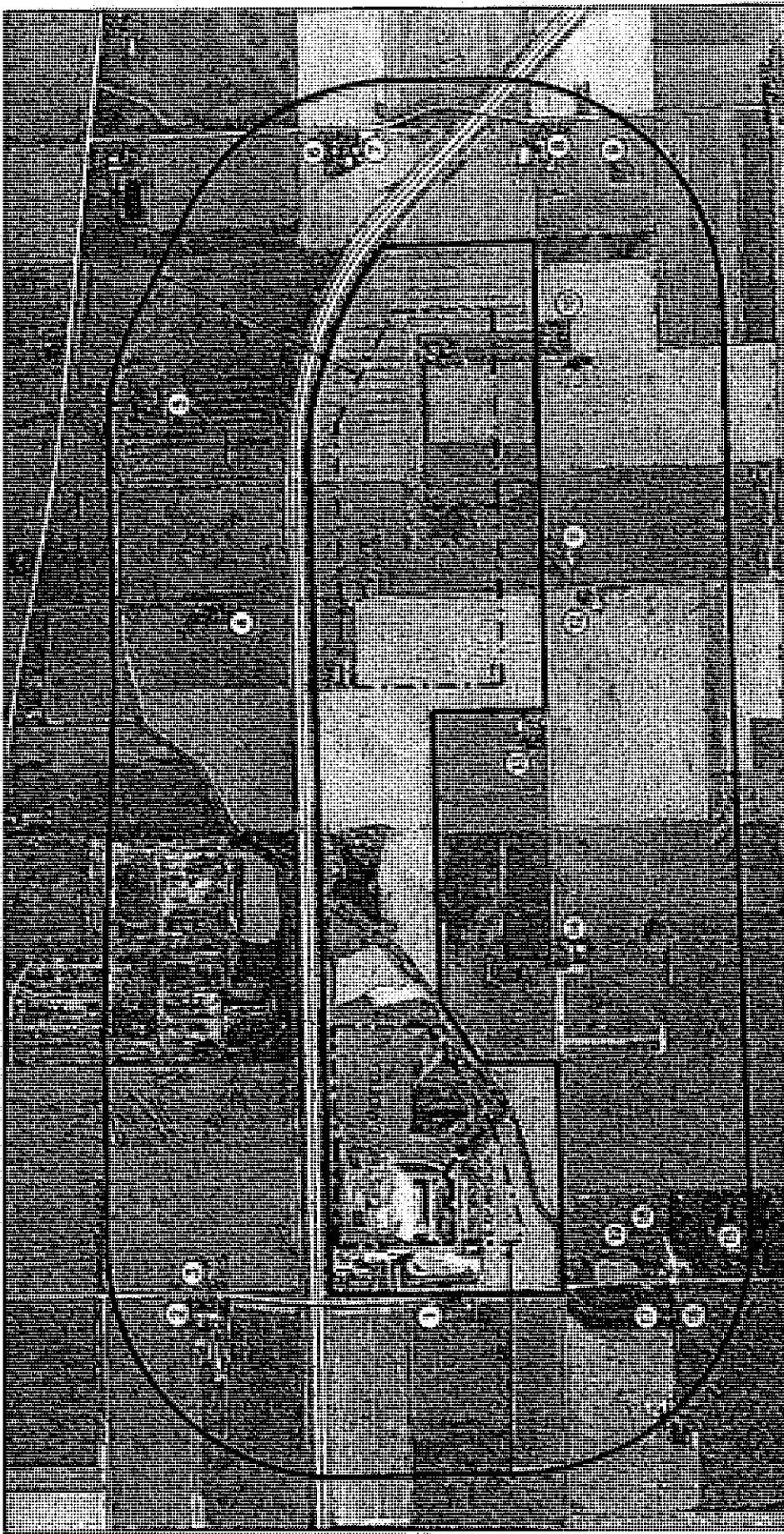
The Westerly 317.5 feet, as measured along the South line thereof, of the Southerly 1,372.0 feet, as measured along the West line thereof, of the Southeast 1/4 of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, in DeKalb County, Illinois.

PIN 09-34-400-003
10 Acres improved with residence
15541 Gurler Road, DeKalb, IL 60115

Attachment B

Covered Wells

The Covered Wells are those in existence on the effective date of the Host Community Agreement between DeKalb County and Waste Management of Illinois, Inc. located within ½ mile of the DeKalb Expansion, as depicted on Attachment B-1.



ATTACHMENT B-1 COVERED WELLS

| Location ID | Street Address | Location ID | Street Address |
|-------------|------------------------|-------------|------------------------|
| 1 | 10206 Bannockburn Road | 11 | 10276 Charon Road |
| 2 | 10277 Bannockburn Road | 12 | 10280 Charon Road |
| 3 | 10288 Bannockburn Road | 13 | 10281 Charon Road |
| 4 | 10211 Charon Road | 14 | 10244 Charon Road |
| 5 | 10254 Charon Rd. SE | 15 | 10250 Bannockburn Road |
| 6 | 10220 Bannockburn Road | 16 | 10253 Bannockburn Road |
| 7 | 10240 Bannockburn Road | 17 | 10254 Bannockburn Road |
| 8 | 10245 Bannockburn Road | 18 | 10255 Bannockburn Road |
| 9 | 10250 Bannockburn Road | 19 | 10256 Bannockburn Road |
| 10 | 10240 Charon Road | 20 | 10258 Bannockburn Road |

Attachment C

Private Well Monitoring Parameters

Indicator Parameters

| | | |
|----------|-----------|-------------|
| Ammonia | Lead | Calcium |
| Arsenic | Magnesium | Potassium |
| Boron | Mercury | Sodium |
| Cadmium | Nitrate | Bicarbonate |
| Chloride | Sulfate | Carbonate |
| Chromium | TDS | |
| Cyanide | Zinc | |

Organic Parameters

| | |
|-----------------------------|---------------------------|
| Acetone | cis-1,3-Dichloropropene |
| Acrylonitrile | trans-1,3-Dichloropropene |
| Benzene | Ethylbenzene |
| Bromobenzene | Hexachlorobutadiene |
| Bromochloromethane | 2-Hexanone |
| Bromodichloromethane | Isopropylbenzene |
| Bromoform | p-Isopropyltoluene |
| n-Butylbenzene | Methyl Bromide |
| sec-Butylbenzene | Methyl Chloride |
| tert-Butylbenzene | Methylene Bromide |
| Carbon Disulfide | Methyl Ethyl Ketone |
| Carbon Tetrachloride | Methyl Iodide |
| Chlorobenzene | 4-Methyl-2-Pentanone |
| Chloroethane | Naphthalene |
| Chloroform | Oil (hexane soluble) |
| o-Chlorotoluene | n-Propylbenzene |
| p-Chlorotoluene | Styrene |
| Dibromochloromethane | 1,1,1,2-Tetrachloroethane |
| 1,2-Dibromo-3-Chloropropane | 1,1,2,2-Tetrachloroethane |
| 1,2-Dibromoethane | Tetrachloroethylene |
| 1,2-Dichlorobenzene | Tetrahydrofuran |
| 1,3-Dichlorobenzene | Toluene |
| 1,4-Dichlorobenzene | Total Phenolics |
| trans-1,4-Dichloro-2-Butene | 1,2,3-Trichlorobenzene |
| Dichlorodifluoromethane | 1,2,4-Trichlorobenzene |
| 1,1-Dichloroethane | 1,1,1-Trichloroethane |
| 1,2-Dichloroethane | 1,1,2-Trichloroethane |
| 1,1-Dichloroethylene | Trichloroethylene |
| cis-1,2-Dichloroethylene | Trichlorofluoromethane |
| trans-1,2-Dichloroethylene | 1,2,3-Trichloropropane |
| Dichloromethane | 1,2,4-Trimethylbenzene |
| 1,2-Dichloropropane | 1,3,5-Trimethylbenzene |
| 1,3-Dichloropropane | Vinyl Acetate |
| 2,2-Dichloropropane | Vinyl Chloride |
| 1,1-Dichloropropene | Xylenes |
| 1,3-Dichloropropene | |

Attachment D

Residential Property Value Guarantee Plan

1. Waste Management of Illinois, Inc. (Waste Management) shall mail the attached notice (Attachment D-1) and one copy of the Property Value Guarantee Agreement (Attachment D-2) to all Eligible Property Owners within thirty (30) days of the effective date of the Host Community Agreement for the DeKalb Expansion.
2. Waste Management shall mail three copies of the Property Value Guarantee Agreement (Attachment D-2) to each Eligible Property Owner within thirty (30) days after Waste Management receives a permit from the Illinois Environmental Protection Agency allowing it to operate the DeKalb Expansion, with the attached notice (Attachment D-3).
3. Each Eligible Property Owner shall have sixty (60) days from the date that Waste Management mails the Property Value Guarantee Agreements to sign and return two (2) copies of the Agreements to Waste Management.
4. Waste Management shall sign and return one (1) of the Property Value Guarantee Agreements to each Property Owner within thirty (30) days after receipt of the signed Agreements from that Property Owner.
5. The Notice and the Property Value Guarantee Agreements referred to in paragraphs one and two shall be sent by certified mail return receipt requested.

Attachment D-1

TO: ALL ELIGIBLE PROPERTY OWNERS

RE: Property Value Guarantee for (property description)

Sent Via Certified Mail, Return Receipt Requested

Dear Property Owner(s):

As you may know, DeKalb County and Waste Management of Illinois, Inc. ("Waste Management") recently concluded negotiations and entered into a Host Community Agreement regarding Waste Management's expansion of its landfilling activities at the DeKalb Recycling & Disposal Facility. Waste Management is currently seeking Siting Approval as required by Illinois law.

The purpose of this letter is to notify you that one of the provisions in the Agreement requires Waste Management to offer you an opportunity to enter into a Property Value Guarantee Agreement for your Property Identified above (the "Guarantee Agreement"). Enclosed is a copy of this Guarantee Agreement for your review. Waste Management's obligation does not arise until Waste Management receives all governmental approvals required for the expansion, including Siting Approval from DeKalb County.

Waste Management is required by the Host Community Agreement to give you written notice by Certified Mail within thirty (30) days after it receives all required governmental approvals.

Waste Management is further required to send with that notice three (3) duplicate originals of the enclosed Guarantee Agreement. Upon your receipt of that notice and three (3) duplicate originals of the Guarantee Agreements, you will have sixty (60) days to enter into the Guarantee Agreement with Waste Management.

To repeat, you do not have to take any action at this time. The enclosed copy of the Guarantee Agreement is only being provided now to alert you that the Agreement requires Waste Management to offer to enter into the Guarantee Agreement when Waste Management receives all required governmental approvals.

Thank you for your consideration of the foregoing.

Sincerely,

PROPERTY VALUE GUARANTEE AGREEMENT

This Property Value Guarantee Agreement ("Agreement") made and entered into on this ___ day of _____, by and between Waste Management of Illinois, Inc., a Delaware corporation having its principal offices at 720 E. Butterfield Rd., Lombard, Illinois 60148 ("Guarantor") and _____, residing at _____, Illinois ("Property Owners").

RECITALS

WHEREAS, Property Owners own eligible Property as described herein ("Property"), that Property having the legal description as follows:

[INSERT LEGAL DESCRIPTION OF PROPERTY WITHIN ONE-HALF MILE RADIUS OF DEKALB EXPANSION]

WHEREAS, Waste Management, Illinois ["Guarantor"] has, pursuant to §39.2 of the Illinois Environmental Protection Act ["Act"], obtained siting approval from DeKalb County and all appropriate permits from the Illinois Environmental Protection Agency required for the expansion of the DeKalb Recycling & Disposal Facility ["DeKalb Expansion"];

WHEREAS, Guarantor desires to alleviate concerns about the preservation of Property values located in proximity to the DeKalb Expansion, specifically within a one-half mile radius of the DeKalb Expansion footprint; and

WHEREAS, Property Owners are desirous of preserving equity in the Property, by ensuring that if the Property described herein is sold at a price less than the ASKING PRICE as a result of proximity to the DeKalb Expansion, as determined by the procedures contained herein, the Guarantor will guarantee payment to the Property Owners of such difference;

IT IS HEREBY AGREED AS FOLLOWS:

1. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall become effective and binding on Guarantor when signed by both parties. Notwithstanding the foregoing, if an administrative agency or court of competent jurisdiction rules or holds that the permit issued by the Illinois Environmental Protection Agency for the DeKalb Expansion has been in excess of or in violation of said governmental body's authority or otherwise unlawful, then Guarantor's obligations under this Agreement shall be null and void.

2. **ELIGIBILITY: EXERCISE OF GUARANTEE.** Property within one-half mile of the footprint of the DeKalb Expansion is covered by this guarantee, to the extent developed on _____, 2009, the date DeKalb County and Guarantor entered into a Host Community Agreement for the DeKalb Expansion ("Expansion Agreement Date"). For example, if eligible Property was undeveloped and used as farmland as of the Expansion Agreement Date, the Property value guaranteed herein would be as undeveloped property. Owners of such Property who were owners of record as of the Expansion Agreement Date ("Property Owners"), or their legitimate heirs or assigns as described in Paragraph 13, are eligible to exercise this guarantee. In the event that the Property Owners wish to sell their eligible Property, and exercise the guarantee set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property by entering into a listing contract with a licensed real estate broker pursuant to the terms herein.

3. **QUALIFIED PROFESSIONAL APPRAISER.** For the purposes of this Agreement, a "qualified professional appraiser" shall mean a person who is licensed by the State of Illinois, not related to the Property Owners, who is not an employee or contractor of Waste Management and does not otherwise have a business relationship with Waste Management, and who is a member of at least one national appraisal association. All appraisal reports shall conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

4. **AGREED TO ASKING PRICE.** The ASKING PRICE is the value of the Property at the time the Property Owner decides to sell. The ASKING PRICE of the Property may be mutually agreed to by the Property Owners and the Guarantor. The ASKING PRICE may be mutually amended by the Property Owners and Guarantor at any time, subject to agreement.

5. **DETERMINATION OF ASKING PRICE BY APPRAISAL.** If the parties are unable to agree on the ASKING PRICE of the Property prior to the Property Owner listing the Property for sale, then the Guarantor shall hire, at its expense, a qualified professional appraiser, and shall notify Property Owner of such appraiser. If the Property Owner objects to the Guarantor's choice of appraisers, it shall state those objections, in writing, within thirty days of the notification of the choice of appraisal, to Guarantor. In the event Property Owner reasonably objects, the Guarantor shall choose another qualified professional appraiser, and proceed as described below.

When a qualified professional appraiser is hired pursuant to this Paragraph 5, he or she shall be instructed to determine the fair market value (which will become the ASKING PRICE) of the Property as follows:

- a. Assume that no landfilling activities were being undertaken or would be undertaken at the DeKalb Expansion;
- b. Utilize comparable property, developed as the Property was developed as of the Expansion Agreement Date and located a

sufficient distance away from the DeKalb Expansion so that, in the opinion of the appraiser, the selling price of that property was not influenced by the presence of the DeKalb Expansion;

- c. Utilize comparable property, located approximately the same distance from major population centers (such as DeKalb) so that in the opinion of the appraiser the selling price of the comparable property was not influenced by its closer proximity to new or existing population centers.
- d. Establish a fair market value which is based upon the Property as developed on the Expansion Agreement Date (without considering any development, including new structures, after the Expansion Agreement Date);
- e. Prepare a full narrative appraisal, which conforms to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- f. Prepare the appraisal 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 conflict with these instructions;
- g. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal; and
- h. The appraisal shall not consider the price paid for the land acquired for the Landfill site.

If Property Owner and Guarantor accept the appraised value, then such value shall constitute the ASKING PRICE, and the Property Owners shall offer the above-described Property for sale at no less than that price.

If either the Property Owner or the Guarantor does not accept the appraised value, the non-accepting party may retain a second qualified professional appraisal, of its choice, who shall not be made aware of the first appraised value and who shall determine the fair market value of the above-described Property on the basis of Paragraph 4 (a) through (h) above. If both parties do not accept the original appraisal, they shall agree to the second qualified professional appraiser and split the costs. In the event a second appraised value is obtained pursuant to this paragraph is within fifteen percent (15%) of the first appraisal, the ASKING PRICE shall be the arithmetic average of the original appraised value and the second appraised value, unless the Guarantor is unsatisfied with such value.

In such event, the first two appraisers shall hire a third qualified professional appraisal, at the sole expense of the Guarantor, who shall not be made aware of either the first or second appraised values, and who shall determine the fair market value of the above-described Property on the basis of Paragraph 4 (a) through (h) above. The ASKING PRICE will then be the arithmetic average of the three appraised values within fifteen percent (15%) of each other and if none are within fifteen percent (15%) of each other the third appraisal shall conclusively determine the ASKING PRICE for the purpose of this Agreement.

6. LISTING WITH BROKER. Property Owners shall utilize the services of a real estate broker who shall be licensed in Illinois, shall not be related to the Property Owners and, unless waived by the Guarantor, shall be a member of the Board of Realtors Multiple Listing Exchange. Property Owners shall give Guarantor notice of the broker with whom they wish to contract and shall obtain Guarantor's approval of said broker. Guarantor will not unreasonably withhold such approval. If the Guarantor objects to the Property Owners' choice of brokers, it shall state those objections, in writing, to Property Owners. In the event Guarantor reasonably objects, the Property Owners shall choose another broker, and proceed as described above. As sellers of the Property, Property Owners shall be responsible for the broker's fee. Nothing herein shall prevent the Property Owner from marketing the Property at a value higher than the ASKING PRICE as determined herein.

7. TERM OF LISTING. Property Owners shall list the Property, at the ASKING PRICE as determined in Paragraphs 4 or 5 above, or at a higher value. During the listing term, Property Owners shall accept any offer of purchase for the ASKING PRICE, or any offer of purchase otherwise acceptable to the Guarantor

Said listing contract shall provide: (a) that the broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) sale of the Property or (ii) expiration of a period of 270 days; (c) that the broker shall not be entitled to any commission after the expiration of the listing contract.

The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms.

8. OFFERS TO PURCHASE. The Property Owners shall accept any offer of purchase for the ASKING PRICE and, in such event, Guarantor will have no liability to Property Owners. Property Owners shall provide the Guarantor with written notification of every Offer to Purchase that they receive for the Property and agree, for a period of 270 days, not to accept any offer below the ASKING PRICE without the express and written approval of the Guarantor. In no event shall the Property Owners entertain anything other than good faith, bona fide offers of purchase.

9. GUARANTOR'S CONSENT TO PURCHASE. Guarantor shall have the right to make counter offers on any offers of purchase which are below the ASKING PRICE. In the event the purchaser accepts any such counter offer made or requested by the Guarantor, or in the event the Guarantor otherwise consents to a sale of the Property below the ASKING PRICE, the Guarantor shall pay the Property Owners, at closing, the difference between the ASKING PRICE and the sales price so established.

10. SALE WITHOUT GUARANTOR'S CONSENT. If the Property Owners have not received an offer of purchase at the ASKING PRICE within 270 days of listing the Property for sale, or the Guarantor has not consented to the sale of the Property below the ASKING PRICE, the Property Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona fide offer to purchase. It shall notify the Guarantor, in writing, of its intention to accept such offer.

11. PROPERTY OWNER'S CLAIM. If the Property has sold for less than the ASKING PRICE, as determined herein, and Property Owner reasonably believes that the reason for such lowered value is because of the Property's proximity to the DeKalb Expansion, it shall make a claim to the Guarantor, requesting payment for the difference between the ASKING PRICE and the sales price. Within thirty days of such request, Guarantor shall pay the Property Owner the difference unless Guarantor, within that time, has invoked the procedures set forth in Paragraph 12.

12. GUARANTOR APPEAL. Within thirty days of receipt of any claim from Property Owner pursuant to Paragraph 11 above, if Guarantor has a reasonable good faith belief that the difference in value between the ASKING PRICE and purchase price was not attributable to the Property's proximity to the DeKalb Expansion, it shall simultaneously notify the Property Owners, by certified letter, and the DeKalb County Administrator, also by certified letter. Within thirty days of the Property Owner's receipt of such notice, the Guarantor shall retain an independent appraiser, subject to the approval of the DeKalb County Administrator, at Guarantor's expense, for the purpose of making a determination of whether (and to what extent) the difference in value between the ASKING PRICE and the actual sales price is caused by factors other than the DeKalb Expansion, which determination shall be binding. To the extent the difference in value is determined to be caused by other than the DeKalb Expansion, the difference between the ASKING PRICE and the sales price which is guaranteed shall be reduced.

13. TERMINATION OF GUARANTOR'S OBLIGATIONS. This Agreement shall terminate and Guarantor shall have no obligation to guarantee the purchase price once waste is no longer disposed of at the DeKalb Expansion and the Illinois Environmental Protection Agency has issued Guarantor a closure certification. For this Agreement "waste is no longer being disposed of" shall occur when: (a) the disposal of waste at the DeKalb Expansion has been permanently terminated as the result of an order, judgment, or decree issued by a federal, state, or local agency, court, or unit of government having jurisdiction under administrative code, statute, law, or ordinances;

(b) any agency having jurisdiction fails to issue or revokes any license, permit, or approval needed by the Guarantor to operate the DeKalb Expansion; (c) the DeKalb Expansion has reached its approved design capacity; or (d) the Guarantor voluntarily elects to permanently cease disposing of waste at the DeKalb Expansion despite the fact that there is remaining capacity, provided, however, that this Agreement will continue in full force and effect for 25 years after any termination of disposal operations at the DeKalb Expansion as a result of (i) an order, judgment or decree issued by a court of competent jurisdiction due to Guarantor's failure to comply with applicable regulatory requirements or (ii) the revocation of (or refusal to grant) any license, permit or approval needed to operate due to Guarantor's failure to comply with applicable regulatory requirements.

14. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Property Owners. The guarantee given by Guarantor to guarantee the Property value and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described in Paragraph 13.

15. APPLICATION OF LAW; DISPUTES. This Agreement shall be construed consistent with law in the State of Illinois. Disputes concerning the application or terms of this Agreement shall be subject to the circuit court jurisdiction of DeKalb County.

GUARANTOR:

ATTEST:

Waste Management of Illinois, Inc.

By _____

Its: _____

Its: _____

DATE: _____

PROPERTY OWNERS:

WITNESS:

DATE:

ATTACHMENT D-3

TO: ALL ELIGIBLE PROPERTY OWNERS

RE: Property Value Guarantee for (property description)

Sent Via Certified Mail, Return Receipt Requested

Dear Property Owner(s):

As you may know, the expansion of the DeKalb Recycling & Disposal Facility ("DeKalb Expansion") has been permitted by the Illinois Environmental Protection Agency to begin operations. Waste Management of Illinois is the owner and operator of the DeKalb Expansion.

You have been identified as owning property in DeKalb County as of the date DeKalb County and Waste Management entered into the Host Community Agreement for the DeKalb Expansion which is within ½ mile of the DeKalb Expansion. While we do not expect that the operations of the DeKalb Expansion will negatively impact that property, and expect to be good neighbors, we have nonetheless made an agreement with DeKalb County that we will insure against any negative impact to your property (as developed as of the date DeKalb County and Waste Management entered into the Host Community Agreement) that results from our operations. We have therefore enclosed a **PROPERTY VALUE GUARANTEE AGREEMENT** ("Guarantee Agreement") which is applicable to you, your heirs and assigns. It is not applicable to any future purchasers of your eligible property.

You may execute this Guarantee Agreement anytime during the operational life of the DeKalb Expansion, when and if you choose to sell the eligible property. You do not need to exercise the Agreement, but can do so if you choose. You do not have to take any action at this time.

If you have any questions, you may contact the manager of the DeKalb Expansion, who will put you in contact with persons who can answer your questions.

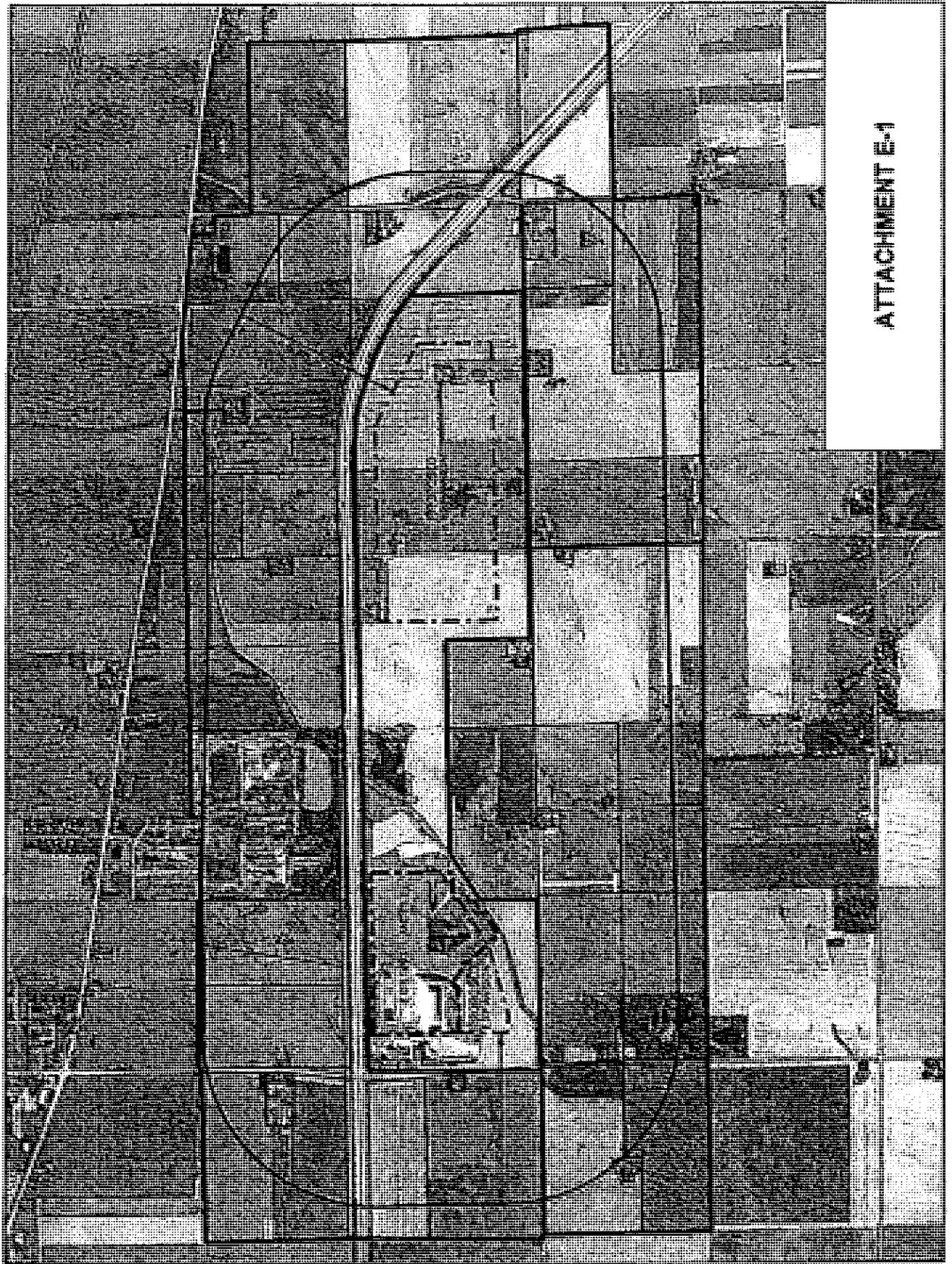
Sincerely,

WASTE MANAGEMENT (PERSONNEL TO BE DETERMINED)

Attachment E

Property Value Guarantee

Properties covered by the Property Value Guarantee Program are those within $\frac{1}{2}$ mile of the DeKalb Expansion, as depicted on Attachment E-1. The Program will cover only owners of these properties as of the effective date of the Host Community Agreement between WM of Illinois, Inc. and DeKalb County for the DeKalb Expansion in the property's then current state (whether developed or undeveloped).



ATTACHMENT E-1

Attachment F

WMI Payment Guarantee Form

Payment Guarantee

Waste Management, Inc., for valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally guarantee the payment by Waste Management of Illinois, Inc. ("WMI"), of all sums due and owing to the County of DeKalb, Illinois under the terms of a certain Host Community Agreement between WMI and the County of DeKalb entered into on this ____ day of _____, 2009.

WASTE MANAGEMENT, INC.

Dated: _____

By: _____

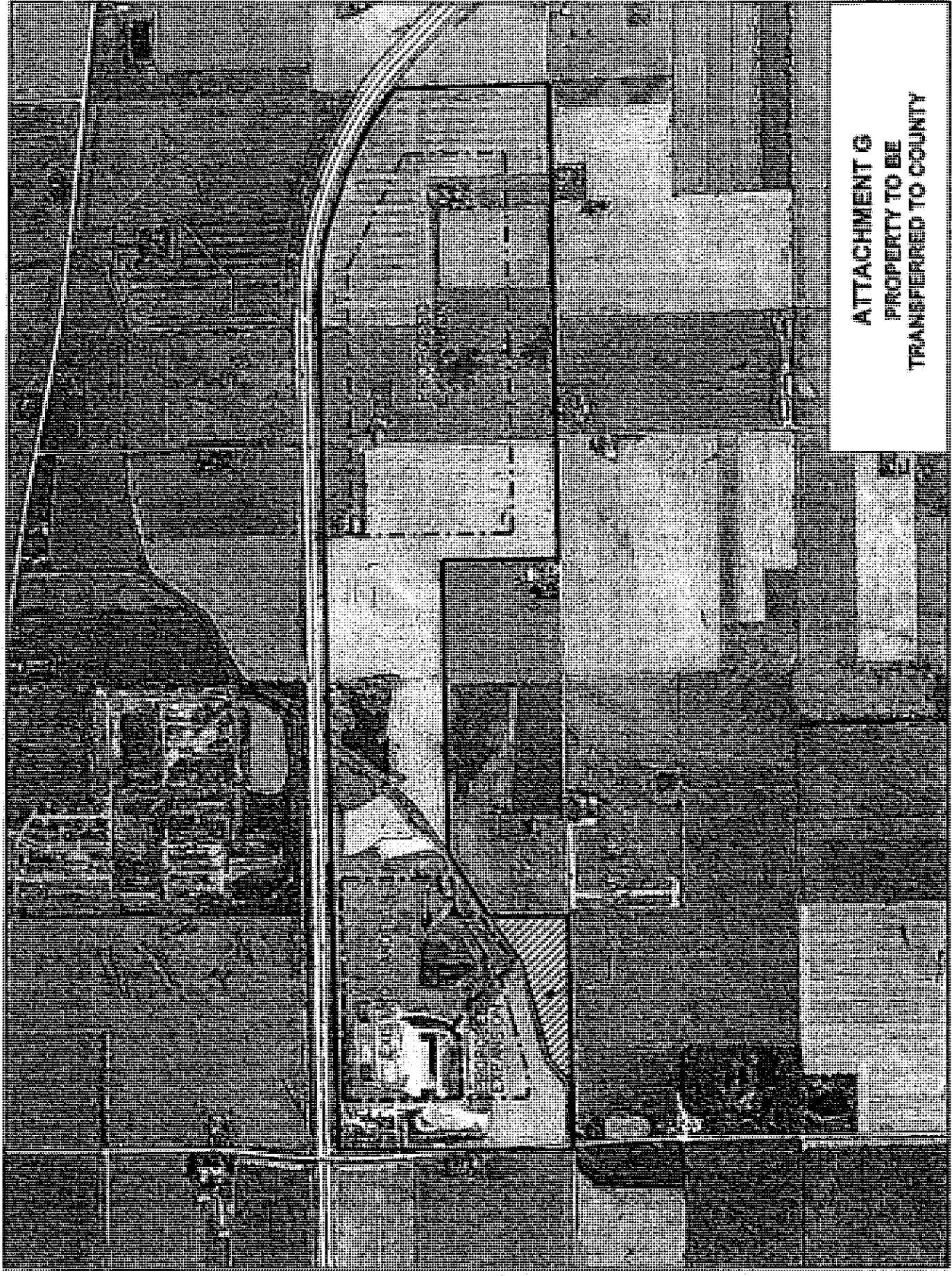
Its: _____

and

Dated: _____

By: _____

Its: _____



**ATTACHMENT C
PROPERTY TO BE
TRANSFERRED TO COUNTY**