

**RESTRICTIVE COVENANT**

**OWNER: BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**

**ADDRESS: 4542 SE Loop 410  
San Antonio, Texas 78222-3925**

**OWNER: GILES HOLDINGS, L.P.**

**ADDRESS: 1223 Judson Road  
Longview, Texas 75601-3922**

**CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Travis County to BFI Waste Systems of North America, Inc. (BFI) and Giles Holding L.P. (Giles), the receipt and sufficiency of which is acknowledged.**

**PROPERTY: A 349.363 acre tract of land, more or less, comprised of certain parcels of land, the tract of land being more particularly described in Exhibit "A" attached and incorporated into this covenant.**

**WHEREAS, Travis County desires that cost-effective, environmentally safe, sanitary solid waste disposal services are available to its citizens;**

**WHEREAS, BFI and Giles have provided sanitary waste disposal services to the citizens of Travis County by operating a municipal solid waste landfill on the Property ("the Landfill") since 1982;**

**WHEREAS, BFI and Giles have submitted an application to the Texas Commission on Environment Quality ("TCEQ") seeking to increase the permitted capacity of the Landfill so as to continue to provide sanitary waste disposal services to the citizens of Travis County in future years; and**

**WHEREAS, whether and the extent to which BFI and Giles could expand the Landfill or Travis County could prevent or restrict expansion of the Landfill is uncertain and is a question that is ultimately decided solely by TCEQ and the courts;**

**WHEREAS, given that TCEQ and the courts could either allow the maximum possible expansion despite the best efforts of the County or deny an expansion despite the best efforts of the BFI and Giles, both Parties find it in their interest to compromise; and**

**WHEREAS, BFI and Giles and Travis County have agreed that the Property should be impressed with certain covenants and restrictions;**

NOW THEREFORE, as an inducement to Travis County (an adjoining landowner and representative for other neighbors near the Landfill) to not oppose the expansion of the Landfill, it is declared that BFI and Giles, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by the restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on BFI and Giles, their successors and assigns.

- 1) After November 1, 2015, waste shall not be received, processed, or disposed of on the Property. Further, no transfer station shall ever be constructed or operated on the Property.
- 2) The maximum heights and footprint for the landfill, will be as approved by the TCEQ under permit number MSW 1447A, and no other, for the Property. These heights and footprint shall not be exceeded.
- 3) If any person or entity shall violate or attempt to violate the terms of this Restrictive Covenant, it shall be lawful for Travis County to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate the Restrictive Covenant, or prevent the person or entity from such actions, and to collect damages for such actions.
- 4) If any part of this Restrictive Covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of the Agreement shall remain in full effect.
- 5) If at any time Travis County fails to enforce the terms of this Restrictive Covenant, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
- 6) This Restrictive Covenant may not be modified, amended, or terminated without joint approval of both (a) a majority of the members of the Commissioner's Court of Travis County, and (b) by both BFI and Giles.