

## ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT

### RECITALS:

- A. City of Sanibel granted an exclusive franchise to Advanced Disposal Services Solid Waste Southeast, Inc. (“ADS”) on July 30, 2024 (“Franchise Agreement”).
- B. ADS wishes to assign the Franchise Agreement to Waste Management Inc. of Florida and Waste Management Inc. of Florida wishes to assume the Franchise Agreement.
- C. The City of Sanibel wishes to approve such assignment and assumption and wishes to subsequently release ADS from all liability under the Franchise Agreement.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter set forth in this Agreement, the Parties hereto agree as follows:

1. **Assignment**. Advanced Disposal Services Solid Waste Southeast, Inc. (“ADS”) assigns to Waste Management Inc. of Florida all of ADS’ right, title and interest to the Franchise Agreement.
2. **Acceptance and Assumption**. Waste Management Inc. of Florida hereby accepts the foregoing assignment by ADS of all its right, title and interest in and to the Franchise Agreement. Waste Management Inc. of Florida represents that is fully capable of performing the obligations in the Franchise Agreement and agrees to honor all of the terms and conditions of the Franchise Agreement as though it was the original party to the Agreement.
3. **No Defaults, Consent and Release**. The City of Sanibel represents and warrants that ADS is not currently in default under the Franchise Agreement and consents to ADS’ assignment of the Franchise to Waste Management Inc. of Florida, and hereby releases ADS from all currently outstanding and all future obligations under the Franchise Agreement.
4. **Indemnification by ADS**. ADS shall defend, indemnify, and hold harmless Waste Management Inc. of Florida and the City of Sanibel, and each of their respective successors, assigns, officers, directors, shareholders, managers, members, partners, elected officials, employees, representatives and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney fees, for injury or death to any person, or damage to any property to the extent arising from the performance or non-performance, before the date of this Assignment, of ADS’ obligations under the Franchise Agreement. Nothing contained in the

foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City of Sanibel may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5. **Indemnification by Waste Management Inc. of Florida** Waste Management Inc. of Florida shall defend, indemnify, and hold harmless ADS and the City of Sanibel, and each of their respective successors, assigns, officers, directors, shareholders, managers, members, partners, employees, representatives and agents from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney fees, for injury or death to any person, or damage to any property to the extent arising from the performance or non-performance, on or after the date of this Assignment, of Waste Management Inc. of Florida's obligations under the Franchise. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City of Sanibel may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6. **Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. The indemnification, defense and hold harmless rights and obligations arising under this Assignment shall survive indefinitely.

7. **Severability.** The provisions of this Assignment are severable, and if any one or more provisions may be determined judicially unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding upon and enforceable against the parties hereto to the extent they may reasonably be enforced apart from that which is invalidated.

8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

\*\*\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*\*\*

**IN WITNESS WHEREOF**, the parties have caused this ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT to be executed by their authorized representatives as of the Effective Date first above written.

**Assignor:**  
**Advanced Disposal Services Solid Waste Southeast, Inc.,**

**Assignee:**  
**Waste Management Inc. of Florida**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

**Franchisor:**  
**CITY OF SANIBEL**

By: \_\_\_\_\_  
Name:  
Title: City Clerk

By: \_\_\_\_\_  
Name:  
Title: City Manager

Approved As To Form and Legality:

By: \_\_\_\_\_  
Name:  
Title: City Attorney