

RESOLUTION 2026- 02

**RESOLUTION OF THE CLARK COUNTY BOARD OF COMMISSIONERS
APPROVING AN AGREEMENT WITH FLOYD COUNTY
RELATING TO THE CLARK-FLOYD LANDFILL**

WHEREAS, on or about December 8, 2003, Clark County entered into an agreement with Floyd County (jointly, the “Counties”) and the Clark-Floyd Landfill, LLC (CFL”) (the Counties and CFL collectively, the “Parties”) known as the Clark County Sanitary Landfill Franchise and License Agreement, as supplemented on or about December 12, 2006, July 21, 2011, and January 1, 2013 (collectively the “Landfill Agreement”), which required CFL to operate and maintain the landfill known as the Clark Floyd Landfill in Clark County and Floyd County, Indiana (the “Landfill”); and

WHEREAS, Clark County, Indiana owns, along with Floyd County, Indiana, certain interests in real and personal property (the “Property”) at the Landfill, which has a common address of 14304 IN-60, Borden, IN 47106 and is more fully described in the quitclaim of property in Exhibit A attached to this Resolution (the “Quitclaim” or the “Quitclaim Deed”); and

WHEREAS, on or about January 5, 2018, CFL filed a Complaint for Declaratory Judgment and Breach of Contract in the United States District Court for the Southern District of Indiana initiating the action under Cause No. 4:18-cv-00004-RLY-KMB (the “Federal lawsuit”), asserting certain claims against the Counties as more fully set forth in the Complaint. On March 15, 2018, the Counties filed their Answer to the Complaint for Declaratory Judgment and Breach of Contract and Counterclaim against CFL. On April 1, 2020, CFL filed its Amended Complaint for Declaratory Judgment and Breach of Contract and the Counties filed their Answer to Amended Complaint and Counterclaim. CFL filed its Answer to the Amended Counterclaim on May 5, 2020.

WHEREAS on or about March 21, 2019, the Commissioner of the Indiana Department of Environmental Management (“IDEM”) filed a Verified Complaint for Preliminary and Permanent Injunctions, under Case Number 49D01-1903-PL-011527 in the Marion County Superior Court No. 1 (the “State Lawsuit”). On May 10, 2019, the Counties filed their Answer, Cross-claim, and Third-Party Claims against CFL, Eco-Tech, LLC, Eco-Tech Environmental Systems, Inc., and Southern Indiana Waste Systems LLC. On June 25, 2019, July 17, 2019, and July 31, 2019, the Court held a hearing on IDEM’s Motion for Preliminary Injunction. On October 4, 2019, the Court issued its Order denying IDEM’s Motion for Preliminary Injunction. On October 29, 2019, the Marion Superior Court No. 1 dismissed the Counties’ Third-Party Claims and denied CFL’s motion to dismiss the Counties’ Cross-Claim against CFL.

WHEREAS, To avoid the expense, risk, and uncertainty of further litigation, and to continue operation of the Landfill for the anticipated waste disposal needs of the residents of Clark County and Floyd County, Indiana, and to ensure compliance with all rules and regulations of the United States and the State of Indiana pertaining to the operation, maintenance and ultimate closure of the Landfill, the Parties proposed to enter into a Settlement Agreement and Release to resolve all claims and all issues between the Counties and CFL relating to or arising out of the facts or events relating to the Landfill Agreement, the Federal Lawsuit, and the Crossclaims in the State Lawsuit; and

WHEREAS the Clark County Board of Commissioners have determined that it is in the best interests of Clark County citizens to settle the existing lawsuit with the operator of Clark-Floyd Landfill on certain terms as set forth in the Settlement Agreement and Release attached to this Resolution as **Exhibit B**; and

WHEREAS a concern exists that if the current operations of the Landfill continue without expansion, that there will be an insurmountable deficit in closure funds that will need to be paid jointly by the Counties; and

WHEREAS Clark County and CFL determined it was in the best interests of the citizens of Clark County for Clark County and CFL to enter into a new long-term Franchise Agreement (“New Agreement”) with CFL that provides for the ongoing operations, potential expansion of the Landfill, and ultimate Closure of the Landfill; and

WHEREAS Clark County and CFL are still finalizing that New Agreement which will be addressed in a future Commissioners’ meeting; and

WHEREAS Clark County has determined it is in the best interests of the citizens of Clark County for Clark County to enter into a new long-term agreement for the sale of gas rights (the “Landfill Gas Agreement”) with Terreva Clark County RNG, LLC (“Terreva”) that provides for the sale of landfill gas to Terreva; and

WHEREAS Clark County and CFL are still finalizing that Landfill Gas Agreement with Terreva and the Landfill Gas Agreement which will be addressed in a future Commissioners’ meeting; and

WHEREAS the Floyd County Board of Commissioners determined that it is in the best interests of the citizens of Floyd County not to be a party to a new long-term Franchise Agreement with the Operator of the Landfill; and

WHEREAS the Floyd County Board of Commissioners have determined that it is in the best interests of the citizens of Floyd County to transfer and deed Floyd County’s interest in the Landfill to Clark County by Quitclaim deed as shown in **Exhibit A** and to relinquish any right, title or interest in any Landfill funds, if any, all in exchange for an Indemnity Agreement, as set forth in **Exhibit C** for Clark County to fully indemnify Floyd County for any and all past, present, and future costs and liability associated with the operations of the Landfill, including but not limited to any liability costs or liability associated with closure of the Landfill, the Federal Lawsuit or the State Lawsuit; and

WHEREAS the Clark County Board of Commissioners have determined that it is in the best interests of the citizens of Clark County to accept the transfer of Floyd County’s interest in the Landfill to Clark County by Quitclaim deed as shown in **Exhibit A** and to accept Floyd County’s relinquishment of any right, title or interest in any Landfill funds, if any, all in exchange for an Indemnity Agreement, as set forth in **Exhibit C** for Clark County to fully indemnify Floyd County for any and all past, present, and future costs and liability associated with the operations of the Landfill, including but not limited to any liability costs or liability associated with closure of the Landfill, the Federal Lawsuit or the State Lawsuit; and

WHEREAS the Settlement Agreement and Release, new Franchise Agreement, and landfill Gas Agreement are all contingent upon the Quitclaim Deed and Indemnity Agreement with Floyd County, so that it is necessary for the Commissioners and Council of Clark County to approve those documents at this time;

NOW THEREFORE, IT IS RESOLVED BY THE CLARK COUNTY COMMISSIONERS that:

SECTION 1. The foregoing recitals are incorporated into this Resolution and are ratified, confirmed, and approved.

SECTION 2. Clark County Commissioners hereby approve of the negotiation and execution of the Settlement Agreement and Release in full satisfaction and dismissal of the Federal Lawsuit, and further ratify, confirm, and approve of all action taken in the Federal Lawsuit leading up to and including the execution of **Exhibit B**, contingent upon approval of the New Franchise Agreement with CFL and the Landfill Gas Agreement with Terreva.

SECTION 3. Clark County Commissioners hereby expressly authorize and direct a representative of Clark County and its legal counsel to take all action necessary to execute and deliver **Exhibit B** and to take any and all other action necessary to complete the settlement of the Federal Lawsuit consistent with **Exhibit B**.

SECTION 4. Clark County Commissioners hereby approve of the decision to enter into an Indemnity Agreement whereby Clark County agrees to fully indemnify Floyd County for any and all past, present, and future costs and liability associated with the operations of the Landfill, including but not limited to any liability costs or liability associated with closure of the Landfill, the Federal Lawsuit or the State Lawsuit, in exchange for Floyd County's relinquishment of all right title and interest in the Landfill, including any Landfill funds, if any.

SECTION 5. Clark County Commissioners hereby approve and further ratify, confirm, and approve of all action taken in the leading up to and including the execution of the Indemnity Agreement with Floyd County contained in **Exhibit C**; and

SECTION 6. Clark County Commissioners hereby expressly authorize and direct a representative of Clark County and its legal counsel to take all action necessary to execute and deliver the Indemnity Agreement and to take any and all other action necessary to complete the Indemnity Agreement consistent with **Exhibit C**; and

SECTION 7. The Clark County Commissioners hereby approve of the negotiation and acceptance of the Quitclaim Deed as shown in **Exhibit A**, and further ratify, confirm, and approve of all action taken in the leading up to and including the execution of **Exhibit A**.

SECTION 8. The Clark County Commissioners hereby authorize and direct a representative of Clark County and its legal counsel to take all action necessary to accept and record the Quitclaim Deed in substantially the form as shown in **Exhibit A** and to take any and all other action necessary to complete the Quitclaim Deed, consistent with **Exhibit A**.

SECTION 9. The Clark County Commissioners authorize and direct a representative of Clark County and its legal counsel to take all action necessary to prepare, execute, and deliver any and all other documents, certificates, instruments, statements, and other items, as may be necessary or appropriate to perform all of the terms, provisions and conditions of this Resolution; and

SECTION 10. The Clark County Commissioners understand that the Settlement Agreement and Release, new Franchise Agreement, Deed, and Indemnity are all contingent upon approval by the Commissioners and Council of Clark County, the Commissioners and Council of Floyd County, and the agreement of all Parties; and

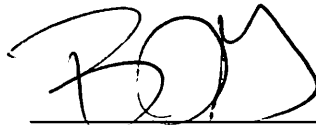
SECTION 11. The Clark County Commissioners further authorize a representative of Clark County to take all reasonable, necessary, and legal action necessary, including the execution of any additional instrument by the authorized representative, to give legal effect to this Resolution so that it is binding and best serves the interests of Clark County.

SECTION 12. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

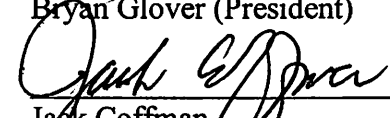
SECTION 13. Any resolution or part of a resolution in conflict with this Resolution shall be deemed to be null and void, and it shall be deemed repealed.

SECTION 14. This Resolution shall be in full force and effect from the date of passage and forever after its passage and execution.


Passed and adopted by the Clark County Board of Commissioners on the 4 day of June, 2026.



Bryan Glover (President)

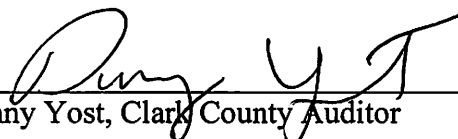


Jack Coffman



David Decker, PE

ATTEST:



Danny Yost, Clark County Auditor

QUITCLAIM DEED

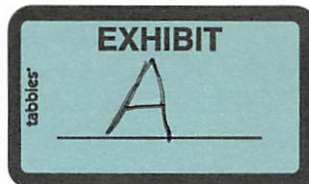
THIS INDENTURE WITNESSETH, that Floyd County Board of Commissioners (“**Grantor**”) QUITCLAIMS to Clark County Board of Commissioners (“**Grantee**”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantor’s right, title and interest in and to the following described real estate located in Clark County, Indiana:

Tract 1

[From Instrument No. 200602291]

That part of the southeast quarter of Fractional Section 3, Township-1-South, Range-6-East of Clark County, Indiana being further described as follows:

Commencing at a bolt that marks the southeast corner of said Fractional Section 3;
Thence along the east line of said section, North 00 degrees 18 minutes 09 seconds West, 616.97 feet to a MAG Nail with a brass collar, the True Place of Beginning;
Thence leaving said section line and along the north line of the State of Indiana, Thence South 89 degrees 28 minutes 53 seconds West, (passing a steel pin and cap at 1713.41 feet) 1753.31 feet to the centerline of Muddy Fork Creek;
Thence along the centerline of Muddy Fork Creek for the next ten (10) calls, North 29 degrees 11 minutes 45 seconds West, 42.10 feet;
Thence North 08 degrees 23 minutes 48 seconds East, 191.01 feet;
Thence North 08 degrees 05 minutes 11 seconds West, 58.80 feet;
Thence North 01 degrees 27 minutes 04 seconds East, 71.39 feet;
Thence North 00 degrees 40 minutes 23 seconds West, 297.54 feet;
Thence North 02 degrees 30 minutes 39 seconds West, 149.06 feet;
Thence North 09 degrees 02 minutes 16 seconds West, 79.02 feet;
Thence North 03 degrees 27 minutes 48 seconds East, 277.80 feet;
Thence North 09 degrees 47 minutes 25 seconds West, 188.79 feet;
Thence North 07 degrees 01 minutes 03 seconds East, 39.72 feet;
Thence leaving the centerline of Muddy Fork Creek, North 89 degrees 31 minutes 58 seconds East, (passing a steel pin and cap at 434.27 feet) 1778.01 feet to a MAG Nail with a brass collar in the east line of Fractional Sectional 3 (said point being South 89 degrees 31 minutes 58 seconds East 13.78 feet from a steel pin and cap);



Thence along said east line, South 00 degrees 18 minutes 09 seconds East, 1381.19 feet to the True Point of Beginning.

The abovedescribed tract contains 55.799 acres, which is subject to all rights-of-way and easements of record including on easement conveyed to Muddy Fork of Silver Creek Watershed Conservancy District of Clark County.

[From Deed Drawer 7, Instr. 5810]

Part of the southwest quarter of Fraction Section 3, Township 1 south, Range 6 east and part of Lot No. 5 of the Jeffersonville Land District in fractional section 3, Clark County, Indiana, described as follows:

Beginning at the intersection of the north line of the Monon Railroad right-of-way with the eastern line of the southwest quarter of said Section 3, thence west along the northern line of said right-of-way 1980 feet; thence north parallel with the western line of said quarter section 2454 feet to the north line of said quarter section, thence north along the west line of the east half of the west half of Lot 5 above mentioned 1325 feet to the north line of said Lot No. 5; thence east along the north line of said Lot 5, 1341 feet to the east line of the west half of the east half of Lot No. 5; thence south along said line 1325 feet to the north line of the southwest quarter of Section 3; thence east along said line 331 feet to the western line of Muddy Fork Creek; thence southwestwardly along the northwestern line of said creek 749 feet more or less to a point which is 825 feet west of the east line of said quarter section; thence south parallel with the east line of said quarter section 1002 feet; thence east 825 feet; thence south to the place of beginning, containing 134.5 acres, more or less, being the same real estate described in a deed from Zeaphra C. Jackson, et al to Roy W. Jackson and Dee Jackson, and recorded in Deed Record 143, page 247 of the Clark County, Indiana Records, and also in a deed from George Jackson and wife recorded in Deed Record 138, page 46 of the Clark County, Indiana Records, and also being the real estate surveyed by A. E. Graybrook, March 5, 1951.

Also Lot No. 8 in fractional Section 3, Township 1 South of Range 6 East, containing 40 acres, more or less.

Also the east half of Lot No. 5 of fractional Section 3 in Township 1 South, Range 6 East in the Jeffersonville Land District, containing 40 acres. Excepting therefrom 20 acres conveyed off the

west side to George Jackson and wife, and recorded in Deed Record 107, page 127 of the Clark County Records.

Also a 15 foot roadway consisting of the old 10 foot road and a 5 foot additional strip. Beginning at the northwest corner of Elizabeth Snider's home farm it extends due east parallel with said line to the "Turkey Run Public Highway" on the grant line in Section 3, Township 1 South, Range 6 East. The line fence to be on a due east and west and 15 feet north of the said Snider's line, using the posts that are now on the 15 foot strip.

Also Lot No. 9 and a portion of Lot No. 7 of Fractional Section No. 3, Township 1 South, Range 6 East, Clark County, Indiana, further described as follows: Beginning at the section corner common to section 2, 3, 10 and 11; thence north 1998 feet to a stone, the true place of beginning; thence west 1339.6 feet to a stone, thence north 8' West 1998 feet to a stone; thence East 1019 feet; thence south 33° 55' east 564.8 feet to a stone; thence south 1529.3 feet to the place of beginning. Containing 59.79 acres more or less.

[From Deed Drawer 30, Instr. 23459]

A part of Fractional Section 3, Township 1 South, Range 6 East in Carr Township of Clark County, Indiana, being a part of the same tract conveyed to Ronald C. and Lynn Sandback at Deed Drawer 14, Instrument No. 1220 and bounded as follows:

Commencing at an iron bolt in Wilson Switch Road, which marks the southeast corner of said Section 3 of Township 1 South, Range 6 East, thence the following courses:

North 03 deg. 39 min. 21 sec. East, 1998.00 feet, along the east line of said Section 3 and Wilson Switch Road to an iron pin which is also the southeast corner of the Clark-Floyd Landfill; North 86 deg. 53 min. 31 sec. West, 1357.90 feet, along a southerly line of said Clark-Floyd Landfill to an iron pin which marks a southwesterly corner of said landfill and an easterly corner of said Sandback tract, the True Place of Beginning.

Thence the following courses of the boundary:

North 86 deg. 53 min. 31 sec. West, 411.61 feet, more or less, to the centerline of Muddy Fork Creek (passing an iron pin at 371.61') ; thence with said centerline the following courses:

North 03 deg. 36 min. 59 sec. West, 70.15 feet, more or less;

North 33 deg. 57 min. 55 sec. West, 103.81 feet, more or less;

North 57 deg. 56 min. 52 sec. West, 508.54 feet, more or less;
North 67 deg. 12 min. 01 sec. West, 221.97 feet, more or less;
North 43 deg. 17 min. 36 sec. West, 299.72 feet, more or less to a southerly line of said Clark-Floyd Landfill;
South 86 deg. 17 min. 38 sec. East, 1357.99 feet, along said southerly line (passing an iron pin at 50.00') to an iron pin which marks a southerly corner of said Landfill and the northeast corner of said Sandback tract; South 03 deg. 29 min. 26 sec. West, 665.93 feet, with the line dividing said Landfill and Sandback tracts to the True Place of Beginning and containing 13.00 acres of land, more or less.

[From Deed Drawer 27, Instr. 4882]

A part of Willis Lee's tract in Lot numbered 6 in Section 3, Township 1 South, Range 6 East in Carr Township described as follows, to-wit:

Commencing at Lee's Northeast corner (41 acre tract) and the intersection of Grant Line; thence South 40 degrees East along the Grant Line 21.14 feet to an iron pin and the TRUE POINT OF BEGINNING; Thence South 55 degrees 32 minutes East 186.79 feet to a road nail in Wilson Switch Road; thence continuing along said road South 44 degrees 44 minutes East 206.68 feet to a road nail; thence leaving Wilson Switch Road South 64 degrees 29 minutes West 396.43 feet to an iron pin; thence North 21 degrees 03 minutes West 374.11 feet to an iron pin located 20 feet from Lee's Northernmost line; thence North 68 degrees 56 minutes East and parallel with Lee's Northernmost line 206.44 feet to the true point of beginning.

Containing 2.59 acres, more or less, and being the same property conveyed to KATIE LEE and BLAINE LEE by Willis Lee by deed dated the 14th day of August, 1972, and recorded in the Recorder's Office of Clark County, Indiana on the 2nd day of May, 1977 in Deed Drawer 9; Instrument No. 4293.

Subject to all legal right-of-ways.

[From Deed Drawer 18, Instr. 15096]

The following described property situated in the County of Clark, State of Indiana, described as follows, to-wit:

A part of Section 3, Carr Township, Township 1 South, Range 6 East, and being more particularly described as follows, to-wit:

The west one-half of the west half of Lot Number Five (5) of fractional Section Number Three, Township One South, of Range Six East, containing twenty acres, more or less.

Being the same twenty acres conveyed by Virgil Bolly, et ux. To James M. Nunn and Essie Nunn, husband and wife, of Clark County, Indiana, in Deed Book 261, Page 311, on May 8, 1964.

Tract 2

Being that part of Lot Number 6 in Fractional Section 3, Township 1 South of Range 6 E., commencing at the northeast corner of the above mentioned lot; thence North to a branch running east and west in said lot; thence Westwardly with said branch across a little drain running into said branch far enough to set a fence west of said drain; thence on a southerly course with said drain to the south line of said lot; thence East with said line to the place of beginning, containing 1 Acre, more or less; excepting therefrom a 12 foot roadway reserved off the south side of said lot beginning at the southeast corner at Elizabeth Snyder's northwest corner and extending westwardly along said south line 246 feet to a stake.

ALSO that part of said Lot Number 6 in Fractional Section 3 in Township 1, South of Range 6 E., bounded as follows: Beginning at the southeast corner of Andrew Hoehn's land on the grant line in Lot Number 6 in Fractional Section 3 in Township 1, South of Range 6 E. ; thence 75 deg. 21' west 102 poles and 5 links to a stone; thence South about 32 poles to a stake; thence East about 150 poles to a stone on the grant line and thence N. 40 deg. W. to the place of beginning, containing 60 acres, more or less; excepting a lot of about an acre on the south line of said tract heretofore sold to Sarah A. McDonald and a 10 foot strip on the south side reaching from the lot sold to Sarah A. McDonald out to the grant-line for a road between the said land and the land owned by Lizzie Snyder; and excepting also 20 acres sold off of the north part of Sylvester Ward leaving 40 acres, more or less; excepting also five feet for a roadway on the south side of said lot above mentioned, the 10 feet and the 5 feet above mentioned making a roadway of 15 feet.

EXCEPTING the following described real estate in the County of Clark and State of Indiana, to-wit: A part of Willis Lee's tract in Lot numbered 6 in Section 3, Township 1 South, Range 6 East in Carr Township described as follows, to-wit: Commencing at Lee's Northeast corner (41 acre tract) and the intersection of Grant Line; thence South 40 degrees East along the Grant Line; 21.14 feet to an iron pin and the true point of beginning; thence South 55 degrees 32 minutes

East 186. 79 feet to a road nail in Wilson Switch Road; thence continuing along said road South 44 degrees 44 minutes East 206. 68 feet to a road nail; thence leaving Wilson Switch Road South 64 degrees 29 minutes West 396.43 feet to an iron pin; thence North 21 degrees 03 minutes West 374.11 feet to an iron pin located 20 feet from Lee's Northernmost line; thence North 68 degrees 56 minutes East and parallel with Lee's Northernmost line 206.44 feet to the true point of beginning. Containing 2.59 Acres, more or less. Subject to all legal rights-of-way.

ALSO EXCEPTING the following described real estate: That part of Lot Number Six in Fractional Section Three, Township One South of Range Six East, beginning at the Southeast corner of Grantor's 41 acre tract; thence Westwardly with and parallel to a 15 foot right-of-way 525 feet to a stone, the True Place of Beginning of this description; thence continuing Westwardly and parallel with said right-of-way 687 feet to a steel pin; thence North and parallel with line dividing Illinois Grant and Section 3, a distance of 142 feet to a steel pin; thence Eastwardly and parallel with first named line 687 feet to a steel pin; thence Southwardly and parallel with line dividing Illinois Grant and Section 3, a distance of 142 feet to the True Place of Beginning, containing 2.23 Acres, more or less, subject to all legal highways.

Tract 3

That part of Lot Number six in fractional Section Three, Township One South of Range Six East, beginning at the South East corner of Grantor's 41 acre tract; thence westwardly with and parallel to a 15 foot right-of-way 525 feet to a stone, THE TRUE PLACE OF BEGINNING of this description; thence continuing Westwardly and parallel with said right-of-way 687 feet to a steel pin; thence North and parallel with line dividing Illinois Grant and Section 3, a distance of 142 feet to a steel pin; thence Eastwardly and parallel with first named line 687 feet to a steel pin; thence Southwardly and parallel with line dividing Illinois Grant and Section 3, a distance of 142 feet to THE TRUE PLACE OF BEGINNING. Containing 2.23 acres, more or less. Subject to all legal Highways.

[Signature page follows.]

Send future real estate tax bills to
and Grantee's mailing address is:

Clark County, Indiana
300 Corporate Dr.
Jeffersonville, IN 47130
Attn: Board of Commissioners of Clark County

This instrument prepared by: ICE MILLER LLP, Aaron Aft, Esq., One American Square, Suite
2900, Indianapolis, IN 46282.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social
Security number in this document, unless required by law. Aaron Aft, Esq.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Release”) is entered into by and between (i) Clark County, Indiana, acting by and through its Board of Commissioners, and Floyd County, Indiana, acting by and through its Board of Commissioners (jointly the “Counties”) and (ii) Clark-Floyd Landfill, LLC (CFL”) (Collectively, the “Parties”).

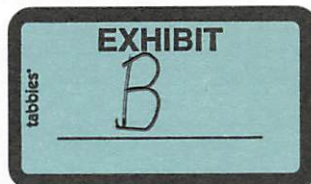
BACKGROUND

A. On or about December 8, 2003, the Parties entered into the Clark County Sanitary Landfill Franchise and License Agreement, as supplemented on or about December 12, 2006, July 21, 2011, and January 1, 2013 (the “Landfill Agreement”), which required CFL to operate and maintain the landfill known as the Clark Floyd Landfill in Clark County and Floyd County, Indiana (the “Landfill”).

B. On or about January 5, 2018, CFL filed a *Complaint for Declaratory Judgment and Breach of Contract* in the United States District Court for the Southern District of Indiana initiating the action under Cause No. 4:18-cv-00004-RLY-KMB (the “Federal lawsuit”), asserting certain claims against the Counties more fully set forth in the Complaint. On March 15, 2018, the Counties filed their *Answer to the Complaint for Declaratory Judgment and Breach of Contract and Counterclaim* against CFL. The Counties filed a Motion for Summary Judgment and CFL filed its Response in Opposition and Cross-Motion for Summary Judgment, both of which the Court denied on March 26, 2020. On April 1, 2020, CFL filed its *Amended Complaint for Declaratory Judgment and Breach of Contract* and the Counties filed their *Answer to Amended Complaint and Counterclaim*. CFL filed its *Answer to the Amended Counterclaim* on May 5, 2020.

C. On or about March 21, 2019, the Commissioner of the Indiana Department of Environmental Management (“IDEM”) filed a *Verified Complaint for Preliminary and Permanent Injunctions*, under Case Number 49D01-1903-PL-011527 in the Marion County Superior Court No. 1 (the “State Lawsuit”). On May 10, 2019, the Counties filed their *Answer, Cross-claim, and Third-Party Claims* against CFL, Eco-Tech, LLC, Eco-Tech Environmental Systems, Inc., and Southern Indiana Waste Systems LLC. On June 25, 2019, July 17, 2019, and July 31, 2019, the Court held a hearing on IDEM’s Motion for Preliminary Injunction. On October 4, 2019, the Court issued its Order denying IDEM’s Motion for Preliminary Injunction. On October 29, 2019, the Marion Superior Court No. 1 dismissed the Counties’ Third-Party Claims and denied CFL’s motion to dismiss the Counties’ Cross-Claim against CFL.

D. To avoid the expense, risk, and uncertainty of further litigation, and to continue operation of the Landfill for the anticipated waste disposal needs of the residents of Clark County and Floyd County, Indiana, and to ensure compliance with all rules and regulations of the United States and the State of Indiana pertaining to the operation, maintenance and ultimate closure of the Landfill, the Parties enter into this Settlement Agreement and Release to resolve all claims and all issues between the Counties and CFL relating to or arising out of the facts or events relating to the Landfill Agreement, the Federal Lawsuit, and the Crossclaims in the State Lawsuit, except as specifically set forth in this Release (the “Settled Claims”).



J. The Parties are contemporaneously entering into a *New Landfill Agreement* (“New Agreement”) that provides for the ongoing operation of the Landfill by CFL and the Parties. This Release is ancillary to and a condition precedent of that New Landfill Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS:

1. **BACKGROUND PROVISIONS.** The Background provisions set forth above are true and accurate and are incorporated into and form a part of this Release.

2. **Effective Date.** This Release is effective as of the last date on which the last of these items has occurred (the “Effective Date”):

- (a) All authorized representatives of the Parties have executed this Release;
- (b) All authorized representatives of the Parties, except Floyd County who will not be a party, have executed the New Landfill Agreement;
- (c) All necessary governmental entities in Clark and Floyd Counties have approved the settlement described in this Release and the execution of this Release and the dismissal of the Federal Lawsuit;
- (d) All necessary governmental entities in Clark County have approved the execution of the New Landfill Agreement; and any funding required for the execution and implementation of the New Landfill Agreement;
- (e) The Stipulation of Dismissal with Prejudice of the Federal Lawsuit has been filed in the Federal Lawsuit;
- (f) A Stipulation of Dismissal with Prejudice of the cross-claims filed in the State Lawsuit.

3. **RELEASES BY THE COUNTIES AND CFL.**

(a) “Settled Claims” includes any and all rights, claims, demands, damages, actions, causes of action, liabilities, costs, expenses, or attorney’s fees, in law or equity, of whatsoever nature, whether known or unknown, disclosed or undisclosed, that the Counties and CFL previously had, now have, or may have against each other relating to or arising out of the Landfill Agreement, the facts, events, claims or issues alleged in the Federal Lawsuit, the cross-claims in State Lawsuit, or otherwise asserted against each other in any form prior to the effective date of this Release, except as expressly reserved in this Release or as specifically reserved in the New Landfill Agreement.

(b) Upon the Effective Date, the Parties will be released as follows:

- i. CFL, for itself and all of its employees, agents, members, officers, directors, partners, affiliated entities, owners, insurers, heirs and assigns, representatives, agents, partners, and all others associated with CFL, and all others seeking recovery by or through any of them, including without limitation, Eco-Tech Environmental Services, Inc., Eco-Tech, LLC, Southern Indiana Waste Systems, OLLC (collectively the “CFL Releasing Parties”), release and forever discharge the Counties and each of their current and former Commissioners, Council members, employees, agents, representatives, insurers, expert advisors, accountants, attorneys, and assigns, and all other others associated with any of the Counties’ acts or omissions (collectively, the “County Released Parties”), from the Settled Claims.
 - ii. The Counties, for themselves and their Commissioners, Council members, employees, directors, agents, insurers, assigns, representatives, and all others associated with the Counties, and all others seeking recovery by or through any of them (collectively the “County Releasing Parties”), release and forever discharge CFL and each of its employees, agents, representatives, officers, directors, affiliated entities, owners, insurers, expert advisers, accountants, attorneys, heirs, and assigns, and all other others associated with CFL, including without limitation, Eco-Tech Environmental Services, Inc., Eco-Tech, LLC, Southern Indiana Waste Systems, LLC (collectively “CFL Released Parties”), from the Settled Claims.
- (c) Within seven (7) calendar days of execution of this Release, the Parties will execute the Stipulation of Dismissal with Prejudice in the form attached to this Release as **Exhibit A** and, upon the approval of this settlement and the approval of the execution of this Release by all necessary governmental entities in Clark and Floyd Counties shall file the Stipulation of Dismissal with Prejudice in the Federal Lawsuit.
- (d) Within seven (7) calendar days of execution of this Release, the Parties will execute the Stipulation of Dismissal with Prejudice of the cross-claims in the form attached to this Release as **Exhibit B** and, upon the approval of this settlement and the approval of the execution of this Release by all necessary governmental entities in Clark and Floyd Counties shall file the Stipulation of Dismissal with Prejudice in the State Lawsuit.
- (e) Reserved Claims: The following claims and responsibilities, as well as any defenses to the claims and responsibilities are **NOT RELEASED OR WAIVED** by the execution of this Release:
 - i. any obligations or responsibilities created by or preserved in the New Landfill Agreement:

- ii. any obligations or responsibilities required by statute;
- iii. any obligations or responsibilities created by or necessary for fulfillment of the Bonds;
- iv. and any others that the parties are agreeing to preserve

4. **EXECUTION OF FURTHER DOCUMENTATION.** The Parties shall cooperate in good faith to take all necessary action to effectuate this Release including the prompt execution of any and all additional necessary documents.

5. **NOTICES.** Any notices or other communications required under this Release shall be in writing and shall be deemed to have been duly given only if and when (i) delivered by messenger and receipted for, or (ii) when delivered and receipted for by an overnight mail service, or (iii) when delivered and receipted for by U.S. certified mail, addressed in each case as follows:

To Clark County:

Clark County Commissioners
c/o Clark County Attorney
300 Corporate Drive
Jeffersonville, IN 47130

Copy To:

Ice Miller LLP
One American Square, Ste. 2900
Indianapolis, IN 46282

To Floyd County:

Floyd County Commissioners
Floyd County Commissioners Office
120 W. Spring Street, Suite 300
New Albany, IN 47150

Copy To:

Ice Miller LLP
One American Square, Ste. 2900
Indianapolis, IN 46282

To CFL, LLC:

CFL, LLC
c/o Robert Lee
6108 Sable Mill Ct.
Jeffersonville, IN 47130

Copy To:

Plews Shadley Racher & Braun
1346 N Delaware St.
Indianapolis, IN 46202

Any address set forth above may be changed by notice given pursuant to this Section.

6. **CONSIDERATION REPRESENTS REASONABLY EQUIVALENT VALUE.** The Parties acknowledge that the consideration set forth in this Release includes but is not limited to the releases of the Settled Claims, the promises set forth in New Landfill Agreement and other good and valuable consideration. The parties further acknowledge that the consideration is fair and reasonable for the Settled Claims, the dismissal of the claims in the Federal Lawsuit and the State

Lawsuit and the New Landfill Agreement, all of which are the result of arm's length, good-faith negotiations between CFL and the Counties.

7. **FREE AND VOLUNTARY.** This Release is entered into freely and voluntarily by the Parties and each has had the benefit of their own legal counsel who has had the opportunity to review this Release and to discuss the legal effects of the execution of this Release.

8. **TIME OF THE ESSENCE.** Time is of the essence of each provision of this Release.

9. **GOVERNING LAW; INTERPRETATION; SEVERABILITY; HEADINGS.** This Agreement shall be construed in all respects by the laws of the State of Indiana without regard to otherwise applicable choice of law. Any issue relating to the creation, interpretation, performance, or breach of this Release shall be litigated exclusively in the State Courts of Indiana located in Clark County, Indiana unless the Parties agree in writing to litigate in another forum. The invalidity or unenforceability of any paragraph or provision of this Agreement shall not affect the validity or enforceability of the remainder of this Release

10. **SUCCESSORS IN INTEREST BOUND.** This Agreement shall be binding upon and inure to the benefit of the Parties and upon their heirs, beneficiaries, administrators, representatives, executors, assigns, successors in interest, employees, servants, agents, and/or other representatives of each of the Parties.

11. **COUNTERPARTS.** This Release may be executed in one or more counterparts, each one of which when so executed shall be deemed to be an original, all of which taken together shall constitute one and the same agreement.

12. **POWER AND AUTHORITY TO EXECUTE.** The authority of the representatives of the Counties and CFL, (i) to execute this Release for and on behalf of the Counties and CFL, respectively, and (ii) to execute the Stipulations attached as Exhibits A and B, and (c) to bind the Counties and CFL to this Release and to the Stipulations attached as Exhibits A and B, shall be obtained in writing, shall be exchanged by the Parties and shall be attached to the Execution Copy of this Release.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Release as of the date set forth above.

CLARK COUNTY, INDIANA

Dated: June ____, 2026

By: _____

Its: _____

FLOYD COUNTY, INDIANA

Dated: June ____, 2026

By: _____

Its: _____

CLARK FLOYD LANDFILL, LLC

Dated: June ____, 2026

By: _____

Its: _____

APPROVED AS TO FORM

Dated: June ____, 2026

By: _____

Its: _____

Counsel for CFL

APPROVED AS TO FORM

Dated: June ____, 2026

By: _____

Its: _____

Counsel for the Counties

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (“Agreement”) is made and entered by and between: (1) Floyd County, Indiana and the Board of Commissioners of Floyd County, Indiana (“Floyd County”); and (2) Clark County, Indiana and the Board of Commissioners of Clark County, Indiana (“Clark County”) (collectively, Clark County and Floyd County will be referred to herein as the “Parties”), as of the date of execution by all signatories hereto. In consideration of and in reliance upon the terms of this Agreement, including the recitals, the Parties (as defined herein) mutually agree as follows:

I. RECITALS

Using the definitions set forth below, the Parties make the following bargained-for recitals:

WHEREAS, Floyd County and Clark County are both owners of certain parcels of property located at or near 14304 State Road 60, in Borden, Indiana on which the Clark-Floyd Landfill (the “Landfill”) sits (the “Site”);

WHEREAS, the Landfill has been in operation since approximately 1970;

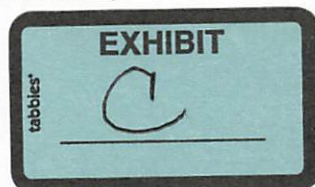
WHEREAS, both Floyd County and Clark County are defendants, along with landfill operator, Clark-Floyd Landfill, LLC (the “Operator”), in a lawsuit brought by the Indiana Department of Environmental Management (“IDEM”) now pending in the Marion County Superior Court 1, styled *Commissioner, Indiana Department of Environmental Management v. Clark-Floyd Landfill, LLC, Clark County, Floyd County*, at cause number 49D01-1903-PL-011527 (the “IDEM Lawsuit”);

WHEREAS, IDEM investigated and/or inspected the Landfill on or about January 27, 2016, July 27, 2018, August 21, 2018, October 25, 2018, October 26, 2018, November 8, 2018, November 26, 2018, December 3, 2018, and January 15, 2019, and found violations of Title 329 of the Indiana Administrative Code, Title 13 of the Indiana Code, and the Operator’s Permit Conditions (the “Solid Waste Violations”);

WHEREAS, the Solid Waste Violations are set forth in Case Numbers 2016-23889-S, 2018-25075-S, 2018-25723-S, and 2018-25863-S, which are now pending before the Indiana Department of Environmental Management, and which are included in the IDEM Lawsuit;

WHEREAS, on September 30, 2016, IDEM’s Office of Air Quality (“OAQ”) initiated an enforcement action alleging violations related to the operation of the gas collection and control system, which matter is pending at Case Number 2016-23905-A;

WHEREAS, on March 11, 2019 another NOV and proposed Agreed Order was issued by OAQ, against only to the Operator, alleging violations related to operation of the gas collection system, which matter is pending at Case Number 2018-25202-A;



WHEREAS, on November 2, 2016 an NOV and proposed Agreed Order was issued to the Operator by the Office of Land Quality (“OLQ”) alleging violations of the Landfill’s Air Permit and its Solid Waste Facility Operating Permit related to operation of the gas collection system;

WHEREAS, on January 8, 2020 an NOV and proposed Agreed Order was issued to the Operator by the Office of Water Quality (“OWQ”) regarding the 401 Water Quality Certification that IDEM issued related to the U.S. Army Corps wetlands permit, alleging unauthorized impacts to wetlands, failure to complete required mitigation for authorized impacts to wetlands, poor erosion and sediment controls (sediment and trash were observed in the wetland mitigation site), and failure to timely construct mitigation, which matter is now pending at 2019-26480-Q;

WHEREAS, on September 12, 2024, an NOV was issued to the Operator by the OLQ regarding alleged violations of Title 329 of the Indiana Administrative Code as well as the Operator’s Permit Conditions, which matter is pending at Case Number 2023-29799-S;

WHEREAS, on September 24, 2025, the Enforcement and Compliance Assurance Division of Region V of the U.S. Environmental Protection Agency (“U.S. EPA”), issued a Finding of Violation directed at the Operator, Clark County, and Floyd County related to alleged violations of Sections 111 and 112 of the Clean Air Act, 42 U.S.C. §§ 7411 and 7412; and

WHEREAS, both Floyd County and Clark County are named in some of the enforcement actions described above and are potentially liable for these alleged violations; and

WHEREAS, Floyd and Clark County are not named in others of the alleged violations, but they are potentially liable as landowners, along with the Operator who is potentially liable under its operating permit;

WHEREAS, Floyd and Clark County are also named as defendants in a lawsuit brought by the Clark Floyd Landfill, LLC (the “Operator”), now pending in the Southern District of Indiana Court, styled *Clark Floyd Landfill, LLC v. County of Clark, Indiana, County of Floyd, Indiana, Board of Commissioners for Floyd County, Indiana, Board of Commissioners of Clark County, Indiana*, at cause number 4:18-cv-00004-KMB-RLY (the “Landfill Lawsuit”);

WHEREAS, Floyd County desires to cease owning any Landfill property and seeks to transfer its interests and liabilities in any Landfill property, including all gas and mineral rights, to Clark County in consideration of the indemnity and other obligations set forth herein; and

WHEREAS, Clark County seeks to acquire all of Floyd County’s interests and liabilities in the Landfill, including all gas and mineral rights;

WHEREAS, Floyd County and Clark County now desire finally and completely to resolve, compromise and settle any and all Claims (as defined herein) the Parties may have against each other and to establish a framework for the uncapped and unlimited defense and indemnity that Clark County agrees to provide to Floyd County pursuant to the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, recitals and covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

II. DEFINITIONS

The definitions contained herein shall apply only to this Agreement.

A. “Claims” means any actual, alleged or potential claim, action, count, cross-claim, counterclaim, appraisal, right, obligation, demand, request, suit, lawsuit, inquiry, subpoena, administrative proceeding, governmental claims or governmental orders, arbitration, mediation, cause of action, order and any other assertion of liability or damages of any kind, any claims or actions for personal injury, bodily injury, property damage, economic loss, response costs, natural resources damage, negligence, strict liability, breach of contract, loss of use, diminution in value, nuisance, trespass, punitive damages, exemplary damages, violation of any statute, regulation or infringement of any other right or amenity protected by law, and/or any claim or action, including but not limited to any administrative action, brought under any applicable state or federal law, arising out of, or related to, any type of pollution, contamination, impact on or to air, water, environment, soil, sediments, real or personal property, any natural person, class or group of natural persons, and/or generation, transportation, storage and/or disposal of chemicals, solid waste or liquid waste, hazardous substances or hazardous waste, whether legal or equitable, and whether past, present or future, known or unknown, anticipated or unanticipated, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct or consequential, or foreseen or unforeseen, all relating to the Site. For avoidance of doubt, Claims includes any necessary Closure Costs and Post-Closure Costs as defined below.

B. “IDEM Claims” means any Claims IDEM has asserted, including, without limitation, any set for the in the recitals above, is asserting, could have asserted or asserts in the future against Clark County, Floyd County, or any other Person regarding the Site, including any offsite migration and/or any environmental contamination at or migrating from the Site.

C. “Governmental Agency Claims” means any Claims any Governmental Agency has asserted, is asserting, could have asserted or asserts in the future against Clark County, Floyd County, or any other Person regarding the Site any offsite migration and/or any environmental contamination at or migrating from the Site, including without limitation any Claims made by U.S. EPA, the Indiana Department of Natural Resources, or the United States Army Corps of Engineers, related to the Site.

D. “Third-Party Claims” means any Claims any Person has asserted, is asserting, could have asserted or asserts in the future against Clark County, Floyd County, or any other Person regarding the Site, any offsite migration and/or any environmental contamination at or migrating from the Site.

E. “Governmental Agency” means (i) the United States, any state, any commonwealth, any county, any province, any Indian Tribe, any city or any municipality; (ii) any

subdivision, instrumentality, department or agency of any of the foregoing; or (iii) the government (or any subdivision, department or agency thereof) of any sovereign state or country.

F. "Person" means singularly, collectively or in any combination of more than one, any individual (including a regulator), corporation, partnership, joint venture, group, association, organization, trust and any other entity (including any estate, guardian or beneficiary thereof) of any kind, nature or description, including, without limitation, any Governmental Agency.

G. "Closure Costs" means any financial obligation, estimated or incurred expenses, and required actions for properly closing, capping, and monitoring the Landfill, including, without limitation any underground storage tanks.

H. "Post Closure Costs" means any financial obligation, estimated or incurred expenses, and required actions that must be taken after the Landfill is closed, including, without limitation, any groundwater monitoring, erosion control, cap/cover maintenance, leachate management, gas monitoring, and site security.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to resolve forever between Clark County and Floyd County all Claims arising out of, or relating in any way to the Site, any offsite migration, including without limitation any Claims, any IDEM Claims, any Governmental Agency Claims and/or any Third-Party Claims arising out of, or relating in any way to the Site, any offsite migration, any environmental contamination at or migrating from the Site, and/or any and all closure and post closure costs.

Additionally, the purpose of this Agreement is to establish the framework for the uncapped and unlimited defense and indemnity that Clark County agrees to provide to Floyd County for all Claims arising out of, or relating in any way to the Site, any offsite migration, including without limitation any Claims, any IDEM Claims, any Governmental Agency Claims and/or any Third-Party Claims that have been asserted, are being asserted, could have been asserted or are asserted in the future against Floyd County by any Person arising out of, or relating in any way to the Site, any offsite migration, any environmental contamination at or migrating from the Site, and/or any and all closure and post closure costs.

IV. AGREEMENT

In consideration of the foregoing, the mutual promises contained herein, the recitals, and the exchange of good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONSIDERATION

In consideration for Clark County's release, covenant not to sue and uncapped and unlimited defense and indemnity obligations in this Agreement, including the payment of all

Closure Costs and Post Closure Costs, Floyd County, shall upon request execute and deliver to Clark County one or more quit claim deeds in recordable form conveying any and all right, title, and interest in the Site, including without limitation, any and all gas and mineral rights (collectively, the "Property Rights"), that Floyd County possesses in any parcel of the Site, which Clark County shall record in the office of the Recorder of Clark County, Indiana.

2. RELEASE AND COVENANT NOT TO SUE BY CLARK COUNTY

Conditioned upon the transfer of the Property Rights, Clark County hereby fully, finally and forever releases and discharges Floyd County from and covenants not to sue Floyd County for any liability whatsoever, with respect to all Claims arising out of, or relating in any way to the Site, and/or any offsite migration, including without limitation any Claims, any IDEM Claims, any Governmental Agency Claims and/or any Third-Party Claims arising out of, or relating in any way to the Site, any offsite migration, any environmental contamination at or migrating from the Site, and/or any and all closure and post closure costs.

3. DEFENSE, INDEMNITY AND HOLD HARMLESS BY CLARK COUNTY

Conditioned upon the transfer of the Property Rights, Clark County agrees to fully defend, indemnify, protect and hold Floyd County harmless from, against, and with respect to any and all Claims arising out of, or relating in any way to the Site, and/or any offsite migration, including without limitation any Claims, any IDEM Claims, any Governmental Agency Claims and/or any Third-Party Claims that have been asserted, are being asserted, could have been asserted or are asserted in the future against Floyd County by any Person arising out of, or relating in any way to the Site, any offsite migration, any environmental contamination at or migrating from the Site, and/or any and all closure and post closure costs (the "Indemnified Claims").

(a) For the avoidance of doubt, Clark County's defense, indemnity and hold harmless obligations set forth in this Section are uncapped and unlimited in every way.

(b) Clark County agrees to use all reasonable efforts to have itself substituted for Floyd County as the real party in interest for all Indemnified Claims.

(c) Clark County will have the right to select counsel to defend Floyd County against any Indemnified Claims under this Agreement subject to consultation with and approval by Floyd County, which approval shall not be unreasonably withheld.

(d) Regardless of the success in obtaining a substitution of parties, Floyd County fully retains the right to, at its own cost, retain its own separate counsel to respond to any Indemnified Claims.

(e) Floyd County may not make any payment, assume any obligation, or incur any expenses for which Clark County is responsible under this Section without the prior approval of Clark County which approval shall not be unreasonably withheld.

(f) Floyd County shall have the right to participate in its defense and shall have the right to approve any resolution, including, but not limited to, any settlement, of any and all Indemnified Claims that Clark County defends pursuant to this Section, which approval shall not unreasonably be withheld. If Floyd County unreasonably withholds approval of a settlement that would resolve the Indemnified Claims being defended by Clark County (e.g. refusing to consent to a settlement that would not prejudice Floyd County), obligations to defend and indemnify Floyd County as to such indemnified Claim shall cease.

(g) Clark County and Floyd County shall cooperate with each other and make available to each other and their representatives all available records or other materials, including witnesses, required by them for their use in contesting or defending any such Indemnified Claims.

(h) The conduct and communication among counsel representing Floyd County and counsel representing Clark County in connection with the defense of any lawsuit that is an Indemnified Claim pursuant to this Agreement shall be privileged and confidential and, as such, protected from disclosure to third parties by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, and/or any other applicable privileges. Furthermore, nothing herein shall result in, or be construed or asserted to be, a waiver of Floyd County or Clark County's attorney-client privilege in connection with any lawsuit defended or indemnified under this Agreement.

(i) Clark County agrees to use its best efforts to require, as a condition of payment to them of monies from any other Person, that such other Person release all Claims against Floyd County for any amount such other Person pays to Clark County.

4. CONFIDENTIALITY.

This Agreement, including all terms, and all communications or exchanges of information between the Parties or their representatives that took place during the negotiations relating to this Agreement, shall be maintained as confidential and proprietary. Each Party further agrees to make reasonable efforts to resist and contest any attempt to compel production of the Agreement or disclosure of its terms. This Agreement and its terms may be disclosed (a) to any operator of the Landfill, including the Operator, and any renewable natural gas ("RNG") operating or contemplating operations of an RNG facility on Site, (b) as required by court order or law; (c) to a Party's attorneys, consultants, auditors or accountants; (d) in any action or proceeding (including arbitration) where the existence or terms of this Agreement are at issue or to otherwise enforce this Agreement; (e) as required by public access laws upon a proper request; and (f) by written agreement of the Parties. In the event a disclosure, other than as set forth in (a), (c) (e) or (f) above, is contemplated by a Party to this Agreement, that Party shall provide written notice to the other Party of the intent to disclose at least thirty (30) days prior to the disclosure, setting forth verbatim all information that it proposes to disclose, the identity of each Person to whom the information is to be disclosed, the confidentiality agreement governing such disclosure, and the circumstances pursuant to which the disclosure is proposed to be made. If disclosure is mandated by court order within a period less than thirty (30) days, the Party subject to the order shall give the earliest practicable notice under the circumstances. To the extent possible, except disclosure as required

under public access laws, all such disclosures shall be subject to a written confidentiality agreement consistent with the confidential nature of this Agreement and its terms.

5. **CONSTRUCTION OF AGREEMENT**

The Parties have entered into this Agreement freely and voluntarily and with the advice of legal counsel. No Party shall be deemed to be the drafter of this Agreement.

6. **ENTIRE AGREEMENT; AMENDMENTS TO AGREEMENT**

This Agreement represents the entire understanding of the Parties. Any previous agreements, communications, correspondence, or drafts shall not be employed to construe this Agreement and are not evidence of the Parties' intent in entering this Agreement. Only a writing signed by the Parties may modify this Agreement.

7. **AUTHORIZATION AND WARRANTIES**

The Parties each represent and warrant that the individual signing the Agreement on behalf of such Party is duly authorized to enter into this Agreement and to execute and legally bind such Party to it. The Parties further represent and warrant that they have taken all necessary legal actions to duly approve the making and performance of this Agreement and that no further approval is necessary; and that the making and performance of this Agreement will not violate any provision of law.

8. **NO ADMISSION OF LIABILITY**

Nothing in this Agreement, nor any acts or omissions related hereto, is or shall be considered an admission, concession, acknowledgement, interpretation or construction of alleged liability. Rather, the Agreement has been entered into without any concession of liability or non-liability whatsoever and has no precedential or evidentiary value whatsoever.

9. **NO THIRD-PARTY BENEFICIARY**

This Agreement does not, and is not intended to, create any rights in, or waive any rights with respect to, any third parties. No one other than the Parties shall have any legally enforceable rights or benefits under this Agreement.

10. **NO ASSIGNMENT**

No Party shall assign any rights or obligations conferred by this Agreement, whether actual or potential, without first obtaining the express written consent of the other Party.

11. **SUCCESSORS**

The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective executors, administrators, predecessors, successors and subsidiaries.

12. **SEVERABILITY**

If any part, term or provision of this Agreement shall be deemed to be prohibited, invalid, or unenforceable by any applicable law, such a provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which is valid and enforceable. The invalidity of any part, term or provision of this Agreement shall not invalidate or affect the remaining parts, terms or provisions hereof and all such remaining parts, terms and provisions shall remain in full force and effect.

13. NON-ADMISSIBILITY

Neither this Agreement nor any matters relating to the terms or negotiations of this Agreement shall be admissible in any lawsuit or other proceeding for any purpose other than to establish a term or condition of this Agreement that one of the Parties purportedly breached or to enjoin or dismiss a lawsuit or other proceeding brought in violation of this Agreement.

14. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana without reference to its choice of law principles.

15. NOT EVIDENCE

No part of this Agreement may be used in any proceeding as evidence of the respective rights, duties or obligations. These restrictions, however, shall not apply to any proceeding seeking enforcement of this Agreement or any portion thereof.

16. NOTICE

Any statements, communications or notice to be provided pursuant to the Agreement shall be sent by certified mail, return receipt requested, to the attention of the persons indicated below, until such time as notice of any change of person to be notified or change of address is forwarded, in writing to the following:

- (a) The President of the Board of Commissioners of Clark County, Indiana

Clark County, Indiana
300 Corporate Dr.
Jeffersonville, IN 47130;

- (b) The President of the Board of Commissioners of Floyd County, Indiana

Floyd County, Indiana
120 W. Spring Street, Suite 300
New Albany, IN 47150.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. The Agreement is effective upon execution by all Parties.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

ACCEPTED AND AGREED:

Clark County, Indiana
Board of Commissioners of Clark County, Indiana

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Clark County, Indiana
Board of Commissioners of Clark County, Indiana

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Clark County, Indiana
Board of Commissioners of Clark County, Indiana

By: _____

Name: _____

Title: _____

Dated: _____, 2026

ACCEPTED AND AGREED:

Floyd County, Indiana
Board of Commissioners of Floyd County, Indiana

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Floyd County, Indiana
Board of Commissioners of Floyd County, Indiana

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Floyd County, Indiana
Board of Commissioners of Floyd County, Indiana

By: _____

Name: _____

Title: _____

Dated: _____, 2026