

RESOLUTION NO. 5 -2026

RESOLUTION OF THE CLARK COUNTY BOARD OF COMMISSIONERS
APPROVING AN AGREEMENT WITH CLARK-FLOYD LANDFILL, LLC
AND RATIFYING RELATED ACTIONS AS A PART OF THE TRANSACTION

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 Exhibit A attached to this Resolution; and

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, 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; and

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, Crossclaim, 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' Crossclaim ("Crossclaim") against CFL. The State Lawsuit is still pending; and

WHEREAS, to avoid the expense, risk, and uncertainty of further litigation, as a part of an integrated and contingent transaction, the Clark County Commissioners determined that it was in the best interests of the citizens of Clark County (1) to resolve the legal issues with CFL by entering into a settlement agreement ("Settlement Agreement") to resolve all claims and all issues between the Counties and CFL, relating to or arising out of the Landfill Agreement, the Federal Lawsuit, and the Crossclaims in the State Lawsuit; (2) to enter into a new long-term franchise agreement

with CFL that would provide for the ongoing operations, potential expansion of the Landfill, and ultimate closure of the Landfill; (3) to enter into a new long-term agreement for the sale of gas rights (the "Landfill Gas Agreement") with a renewable natural gas contractor ("RNG Contractor") that provides for the sale of landfill gas to an RNG Contractor; and (4) to accept the transfer of all of the rights, title, and interests of Floyd County in the Landfill, including any Landfill funds, pursuant to a Quitclaim Deed, in exchange for an Indemnity Agreement whereby Clark County agreed to fully indemnify Floyd County for all past present and future costs and liability associated with the operations of the landfill in exchange for Floyd county's relinquishment of all right, title, and interest in the Landfill, including any Landfill funds; and

WHEREAS, to approve this integrated and contingent transaction, the following resolutions were adopted:

(1) On June 4, 2026, the Clark Commissioners adopted Resolution 2026-02 which is attached (without exhibits) to this Resolution as **Exhibit B**.

(2) On June 8, 2026, the Clark County Council adopted Resolution 2026-1 which is attached (without exhibits) to this Resolution as **Exhibit C**.

(3) On June 2, 2026, the Floyd County Commissioners adopted Resolution FCR 2026-11 which is attached to this Resolution as **Exhibit D**.

(4) On June 9, 2026, the Floyd County Council adopted Resolution 2026-4 which is attached (without exhibits) to this Resolution as **Exhibit E**.

WHEREAS, CFL and the Clark County Commissioners have completed negotiations of terms of a new 2026 Franchise Agreement ("2026 Franchise Agreement") with CFL that will allow for the Landfill to be operated in compliance with all environmental regulations and other applicable laws, will allow for potential expansion of the Landfill to meet the future needs of the County, and will generate sufficient funds for the ultimate closure and post-closure obligations of the County at the Landfill, in the form that is attached as **Exhibit F**; and

WHEREAS, the Clark County Commissioners now affirm that it is in the best interests of the citizens of Clark County to enter into the 2026 Franchise Agreement, attached as **Exhibit F**; and

WHEREAS, the Clark County Commissioners had identified Terreva Clark County RNG, LLC ("Terreva") as a potential RNG Contractor and that a potential Landfill Gas Agreement with Terreva was still to be finalized, and

WHEREAS, the Clark County Commissioners were unable to finalize a Landfill Gas Agreement with Terreva, and they are now negotiating with other new potential RNG Contractors; and

WHEREAS, the Clark County Commissioners have addressed the allocation of potential gas revenue from a Landfill Gas Agreement in the 2026 Franchise Agreement and have determined that it is in the best interests of the citizens of Clark County to finalize a Landfill Gas Agreement with an RNG Contractor later and separately; and

WHEREAS the Clark County Commissioners now affirm their determination that it is in the best interests of the citizens of Clark County to enter into the Settlement Agreement, to enter into the 2026 Franchise Agreement, and to accept the transfer of all of the rights, title, and interests of Floyd County in the Landfill, including any Landfill funds, in exchange for the Indemnity Agreement;

NOW THEREFORE, THE CLARK COUNTY COMMISSIONERS DETERMINE AND RESOLVE that:

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

SECTION 2. Clark County Commissioners ratify, confirm, and approve of action taken to approve the Settlement Agreement, the 2026 Franchise Agreement, the acceptance of Floyd County's right, title and interest in the Landfill pursuant to a Quitclaim Deed, the Indemnity Agreement, and all actions and documents necessary to fulfill and complete Clark County's obligations in the transaction as previously approved in Exhibit B and those set forth in this Resolution.

SECTION 3. Clark County Commissioners hereby expressly authorize and direct representatives of Clark County, and its legal counsel, to take all action necessary to execute and deliver Exhibit F.

SECTION 4. The Clark County Commissioners authorize and direct representatives 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 the transaction as previously approved in Exhibit B and those set forth in this Resolution, including but not limited to obligations of the County as contained in the 2026 Franchise Agreement.

SECTION 5. The Clark County Commissioners understand and confirm their determination that the Settlement Agreement, 2026 Franchise Agreement, Deed, and Indemnity are all contingent upon the execution of all of these documents by all parties to those documents, and that if they are not all properly executed, then none of these documents shall be of any legal force or effect or be deemed approved by the Clark County Commissioners.

SECTION 6. The Clark County Commissioners authorize representatives of Clark County and legal counsel to take all reasonable, necessary, and legal action, including the execution of any additional instrument by an authorized representative, to give full legal effect to this Resolution, so that it is binding and best serves the interests of Clark County.

SECTION 7. 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.

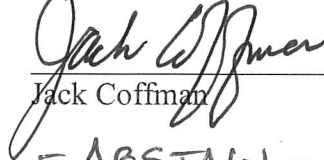
SECTION 8. Any resolution or part of a resolution in conflict with this Resolution shall be deemed to be null and void, and any such conflicting part shall be deemed repealed.

SECTION 9. 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 13 day of August, 2026.



Bryan Glover (President)



Jack Coffman

- ABSTAIN -

David Decker

ATTEST:



Danny Yost, Clark County Auditor

Exhibit "A"

592.835 Acres Landfill Legal Description

Being part of the Southeast and Northeast Quarters of Section 4, T-1-S, R-6-E; part of Lot 7, and all of Lots 4, 5, 6, 8, and 9 in Fractional Section 3, T-1-S, R-6-E; part of the South Half of said Fractional Section 3; and, part of Survey #216 of the Illinois Grant situated in Clark County, Indiana, this description is certified by Nathan R. Grimes, PS #LS21000194 on 03-31-2026 (no revisions) as Renaissance Design Build, Inc., Project No. 2023-317A (all references to monuments and courses herein are as shown on said plat of survey); more particularly described as follows:

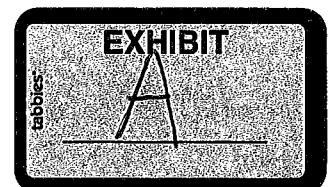
Commencing at the quarter corner common to said Section 4 and Fractional Section 3; thence along the south line of the Northeast Quarter of Section 4, South $89^{\circ}50'51''$ West, 676.50 feet to a stone, The True Point of Beginning; Thence, continuing along the south line of the Northeast Quarter of Section 4, South $89^{\circ}50'51''$ West, 682.36 feet to the southwest corner of the Southeast Quarter of the said Northeast Quarter; thence along the west line of the Southeast Quarter of the Northeast Quarter, North $00^{\circ}21'23''$ West, 3054.71 feet to the centerline of Broom Hill Road; thence along said centerline the following six (6) courses:

- (1) North $56^{\circ}49'18''$ East, 175.47 feet; thence
- (2) North $69^{\circ}21'25''$ East, 244.86 feet; thence
- (3) North $69^{\circ}28'56''$ East, 140.02 feet; thence
- (4) North $70^{\circ}01'47''$ East, 196.73 feet; thence
- (5) North $69^{\circ}46'07''$ East, 223.49 feet; thence
- (6) North $66^{\circ}36'41''$ East, 220.50 feet to a culvert in a small branch;

thence along the centerline of said culvert, South $05^{\circ}37'04''$ East, 13.42 feet to the south end of said culvert; thence along the meanderings of the small branch the following seventeen (17) courses:

- (1) South $03^{\circ}15'44''$ East, 12.43 feet; thence
- (2) South $31^{\circ}37'42''$ East, 15.77 feet; thence
- (3) South $16^{\circ}23'20''$ East, 30.81 feet; thence
- (4) South $23^{\circ}19'47''$ East, 39.82 feet; thence
- (5) South $28^{\circ}02'33''$ East, 62.45 feet; thence
- (6) South $21^{\circ}37'10''$ East, 41.70 feet; thence
- (7) South $23^{\circ}36'45''$ East, 63.37 feet; thence
- (8) South $28^{\circ}27'31''$ East, 31.90 feet; thence
- (9) South $24^{\circ}29'21''$ East, 28.54 feet; thence
- (10) South $32^{\circ}15'21''$ East, 21.04 feet; thence
- (11) South $30^{\circ}56'45''$ East, 46.71 feet; thence
- (12) South $53^{\circ}28'06''$ East, 36.41 feet; thence
- (13) South $40^{\circ}14'52''$ East, 13.04 feet; thence
- (14) South $69^{\circ}52'13''$ East, 41.47 feet; thence
- (15) North $63^{\circ}13'47''$ East, 14.73 feet; thence
- (16) North $85^{\circ}31'23''$ East, 16.45 feet; thence
- (17) North $45^{\circ}49'33''$ East, 10.61 feet to the east line of Section 4;

thence along said east line, South $00^{\circ}07'56''$ West, 439.21 feet to northwest corner of a tract of land conveyed to Clark County by Instrument 201104955; thence along the north line of said tract being the north line of Lot 4 and Lot 6 in Fractional Section 3, North $89^{\circ}39'28''$ East, 4082.80 feet to the southwesterly line of said Survey #216 of the Illinois Grant; thence along said southwesterly line, L25A, South $35^{\circ}13'54''$ East, 91.43 feet, thence leaving the grant line for (8) courses:



L25B, South 89°39'28" West a distance of 1554.74 feet, thence
 L25C, South 56°13'37" East a distance of 844.11 feet, thence
 L25D, North 68°23'12" East a distance of 327.25 feet, thence
 L25E, South 42°10'09" E a distance of 67.22 feet, thence
 L25F, N 71°25'43" E a distance of 133.54 feet, thence
 L25G, N 76°23'26" E a distance of 462.96 feet, thence
 L25H, N 22°10'23" E a distance of 96.30 feet, thence
 L25I, N 75°11'30" E a distance of 71.06 feet to the southwesterly line of said Survey #216 of the Illinois Grant;
 thence with said survey, South 35°13'54" East, 81.03 feet to the northwest corner of a tract of land conveyed to Clark County by Instrument 201207618;
 thence extending into Survey # 216 and following the edge of pavement of Wilson Switch Road South 42°45'23" East, 128.35 feet; thence along said edge of pavement, South 47°06'53" East, 121.34 feet;
 thence along said edge of pavement, South 41°51'03" East, 178.83 feet;
 thence along said edge of pavement South 31°00'10" East, 244.57 feet;
 thence South 57°48'57" West, 44.44 feet to the southwesterly line of Survey #216;
 thence along said southwesterly line, South 35°13'54" East, 1176.26 feet to the intersection of said line with the east line of Fractional Section 3;
 thence along the said east line, South 00°18'09" East, 2905.11 feet to the northeast corner of a tract conveyed to the State of Indiana by Instrument 200100869;
 thence, in part, along the north line of said State tract, South 89°28'53" West, 1753.31 feet to the centerline of the Muddy Fork Branch of Silver Creek;
 thence along said centerline the following fifteen (15) courses:
 (1) North 29°11'45" West, 42.10 feet; thence
 (2) North 08°23'48" East, 191.01 feet; thence
 (3) North 08°05'11" West, 58.80 feet; thence
 (4) North 01°27'04" East, 71.39 feet; thence
 (5) North 00°40'23" West, 297.54 feet; thence
 (6) North 02°30'39" West, 149.06 feet; thence
 (7) North 09°02'16" West, 79.02 feet; thence
 (8) North 03°27'48" East, 277.80 feet; thence
 (9) North 09°47'25" West, 188.79 feet; thence
 (10) North 07°01'03" East, 39.72 feet; thence
 (11) North 07°11'30" West, 70.15 feet; thence
 (12) North 37°32'26" West, 103.81 feet; thence
 (13) North 61°31'23" West, 508.54 feet; thence
 (14) North 70°46'32" West, 221.97 feet; thence
 (15) North 46°52'07" West, 264.63 feet to the north line of the South Half of Fractional Section 3;
 thence along said north line, South 89°39'28" West, 350.40 feet to the northwesterly bank of said Muddy Fork Branch;
 thence along said northwesterly bank the following eight (8) courses:
 (1) South 19°57'10" West, 11.59 feet; thence
 (2) South 21°41'30" West, 96.17 feet; thence
 (3) South 27°13'26" West, 52.47 feet; thence
 (4) South 71°54'48" West, 97.18 feet; thence
 (5) South 87°19'29" West, 71.69 feet; thence
 (6) South 78°54'02" West, 111.62 feet; thence
 (7) South 61°37'11" West, 115.67 feet; thence
 (8) South 49°21'49" West, 40.92 feet to the west line of a tract formerly conveyed to Ronald C. Sandbach and Lynn H. Sandbach by Deed Drawer 14, Instrument 1220;
 thence along said west line, South 00°17'28" East, 1027.00 feet;

thence South 89°52'47" East, 845.53 feet to the "east line of the Southwest Quarter" (as cited in Deed Drawer 7, Inst. 5810);

thence along said "east line", South 00°17'28" East, 1337.58 feet to the north line of the former CSX Railroad (now the "Monon Trail") right-of-way;

thence along said right-of-way, North 87°44'27" West, 1980.27 feet to the east line of a tract conveyed to Barbara Burgin, Mark Burgin, and Gary Burgin by Inst. 201617521;

thence along said east line, North 00°23'59" West, 2029.71 feet to the centerline of Muddy Fork;

thence along said centerline the following fifty (50) courses:

- (1) South 45°55'18" West, 13.91 feet; thence
- (2) South 30°14'19" West, 27.59 feet; thence
- (3) South 18°27'38" West, 52.55 feet; thence
- (4) South 57°26'20" West, 32.52 feet; thence
- (5) South 46°00'53" West, 30.11 feet; thence
- (6) South 46°57'00" West, 19.66 feet; thence
- (7) South 81°46'15" West, 17.94 feet; thence
- (8) South 89°48'46" West, 29.78 feet; thence
- (9) South 89°02'20" West, 20.89 feet; thence
- (10) North 82°44'07" West, 30.10 feet; thence
- (11) North 74°06'59" West, 27.73 feet; thence
- (12) North 62°32'35" West, 21.13 feet; thence
- (13) North 56°50'03" West, 39.53 feet; thence
- (14) North 63°56'34" West, 43.82 feet; thence
- (15) North 48°42'33" West, 43.04 feet; thence
- (16) North 61°18'50" West, 35.13 feet; thence
- (17) North 41°52'18" West, 46.92 feet; thence
- (18) North 37°37'18" West, 51.62 feet; thence
- (19) North 43°19'47" West, 41.91 feet; thence
- (20) North 51°39'50" West, 66.17 feet; thence
- (21) North 51°41'50" West, 37.47 feet; thence
- (22) North 77°51'47" West, 29.44 feet; thence
- (23) North 71°10'18" West, 36.11 feet; thence
- (24) North 57°02'12" West, 26.26 feet; thence
- (25) North 48°10'11" West, 25.61 feet; thence
- (26) North 49°05'30" West, 26.04 feet; thence
- (27) North 38°18'54" West, 31.08 feet; thence
- (28) North 42°10'44" West, 28.24 feet; thence
- (29) North 32°01'04" West, 28.21 feet; thence
- (30) North 37°24'03" West, 29.57 feet; thence
- (31) North 49°11'41" West, 25.80 feet; thence
- (32) North 74°10'53" West, 19.76 feet; thence
- (33) South 81°12'09" West, 54.13 feet; thence
- (34) South 72°47'54" West, 48.93 feet; thence
- (34) South 77°32'12" West, 47.48 feet; thence
- (36) South 87°55'18" West, 45.16 feet; thence
- (37) South 40°18'43" West, 39.84 feet; thence
- (38) South 45°35'24" West, 54.39 feet; thence
- (39) South 31°43'08" West, 27.64 feet; thence
- (40) South 39°49'41" West, 24.00 feet; thence
- (41) South 53°33'31" West, 45.18 feet; thence
- (42) South 57°07'51" West, 33.13 feet; thence

(43) South 64°27'16" West, 26.18 feet; thence
(44) South 64°50'23" West, 39.08 feet; thence
(45) South 64°42'36" West, 22.82 feet; thence
(46) South 76°39'10" West, 30.60 feet; thence
(47) South 81°48'42" West, 46.92 feet; thence
(48) North 84°16'47" West, 20.83 feet; thence
(49) South 67°06'58" West, 63.95 feet; thence
(50) South 52°28'40" West, 10.19 feet to the west line of the East Half of the East Half of the Southeast Quarter;
thence North 00°11'15" West, 475.86 feet to True Point of Beginning. Containing 592.837 acres of land more or less.
Being subject to any and all easements & rights-of-ways whether of record or not. Being the lands conveyed to Floyd County and/or Clark County, Indiana by Deed Drawer 7, Instrument 5810; Deed Drawer 18, Instrument 15096; Deed Drawer 27, Instrument 4882; Deed Drawer 29, Instrument 13296; Deed Drawer 30, Instrument 23459; Instrument 200602291; Instrument 200910220; Instrument 201104955; Instrument 201200422; Instrument 201207618; Instrument 201208181; Instrument 202514256; and Instrument 202514257.

Excepting

11.31 Acres Legal Description

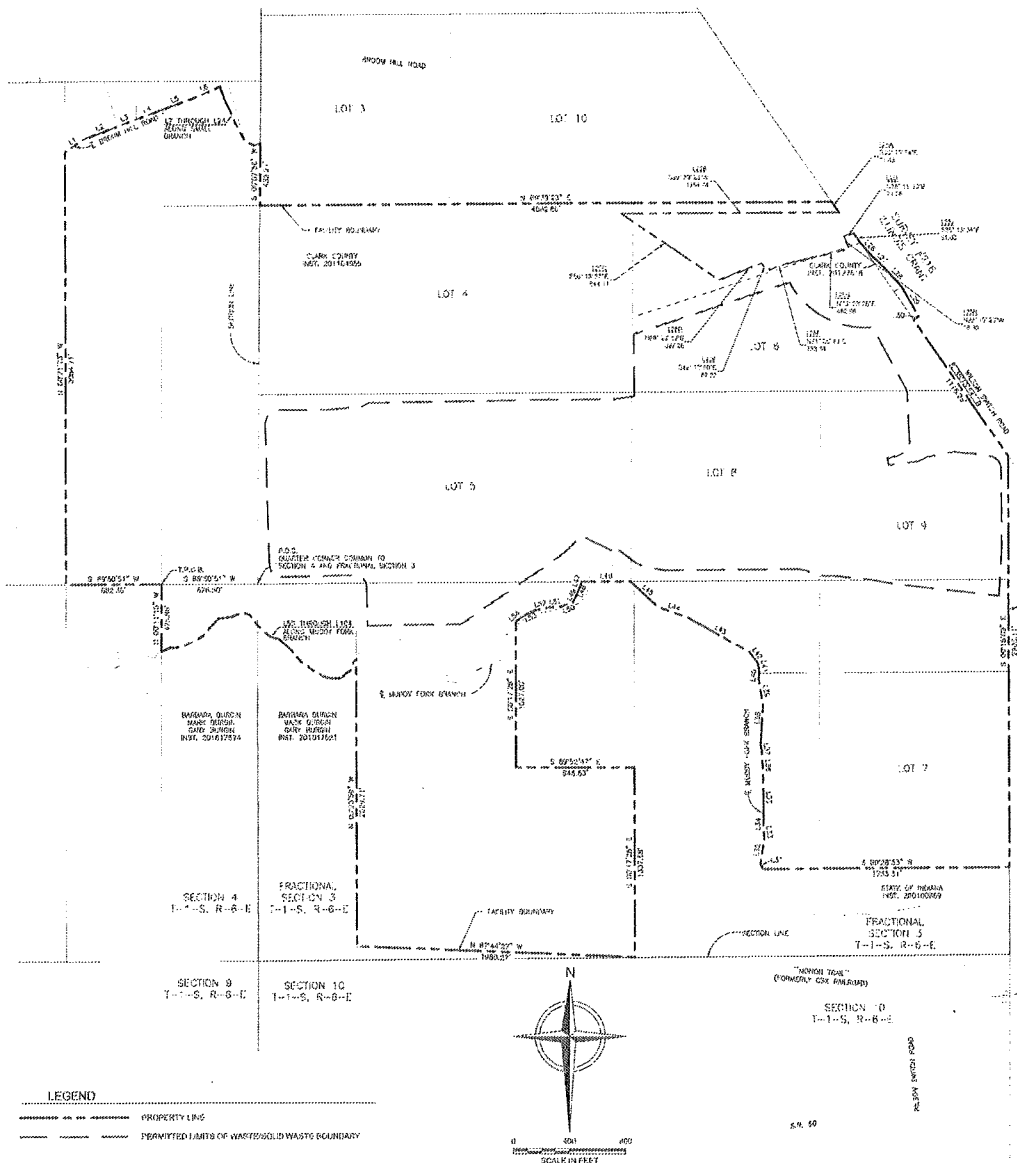
Being part of part of Lots 4, and 6 in Fractional Section 3, T-1-S, R-6-E, situated in Clark County, Indiana, this description is certified by Nathan R. Grimes, PS #LS21000194 on 03-31-2026 (no revisions) as Renaissance Design Build, Inc., Project No. 2023-317A (all references to monuments and courses herein are as shown on said plat of survey); more particularly described as follows:

Commencing at the quarter corner common to said Section 4 and Fractional Section 3;
thence along the south line of the Northeast Quarter of Section 4, South 89°50'51" West, 676.50 feet to a stone;
thence continuing along the south line of the Northeast Quarter of Section 4, South 89°50'51" West, 682.36 feet to the southwest corner of the Southeast Quarter of the said Northeast Quarter;
thence along the west line of the Southeast Quarter of the Northeast Quarter, North 00°21'23" West, 3054.71 feet to the centerline of Broom Hill Road;
thence along said centerline the following six (6) courses:
(1) North 56°49'18" East, 175.47 feet; thence
(2) North 69°21'25" East, 244.86 feet; thence
(3) North 69°28'56" East, 140.02 feet; thence
(4) North 70°01'47" East, 196.73 feet; thence
(5) North 69°46'07" East, 223.49 feet; thence
(6) North 66°36'41" East, 220.50 feet to a culvert in a small branch;
thence along the centerline of said culvert, South 05°37'04" East, 13.42 feet to the south end of said culvert;
thence along the meanderings of the small branch the following seventeen (17) courses:
(1) South 03°15'44" East, 12.43 feet; thence
(2) South 31°37'42" East, 15.77 feet; thence
(3) South 16°23'20" East, 30.81 feet; thence
(4) South 23°19'47" East, 39.82 feet; thence
(5) South 28°02'33" East, 62.45 feet; thence
(6) South 21°37'10" East, 41.70 feet; thence
(7) South 23°36'45" East, 63.37 feet; thence
(8) South 28°27'31" East, 31.90 feet; thence

(9) South 24°29'21" East, 28.54 feet; thence
(10) South 32°15'21" East, 21.04 feet; thence
(11) South 30°56'45" East, 46.71 feet; thence
(12) South 53°28'06" East, 36.41 feet; thence
(13) South 40°14'52" East, 13.04 feet; thence
(14) South 69°52'13" East, 41.47 feet; thence
(15) North 63°13'47" East, 14.73 feet; thence
(16) North 85°31'23" East, 16.45 feet; thence
(17) North 45°49'33" East, 10.61 feet to the east line of Section 4;
thence along said east line, South 00°07'56" West, 439.21 feet to northwest corner of a tract of land conveyed to Clark County by Instrument 201104955;
thence along the north line of said tract being the north line of Lot 4 and Lot 6 in Fractional Section 3, North 89°39'28" East, 4082.80 feet to the southwesterly line of said Survey #216 of the Illinois Grant;
thence along said southwesterly line, South 35°13'54" East, 91.43 feet to a point, The True Point of Beginning;
thence leaving the grant line for (8) courses,
L25B, South 89°39'28" West a distance of 1554.74 feet, thence
L25C, South 56°13'37" East a distance of 844.11 feet, thence
L25D, North 68°23'12" East a distance of 327.25 feet, thence
L25E, South 42°10'09" East a distance of 67.22 feet, thence
L25F, North 71°25'43" East a distance of 133.54 feet, thence
L25G, North 76°23'26" East a distance of 462.96 feet, thence
L25H, North 22°10'23" West a distance of 96.30 feet, thence
L25I, North 75°11'30" East a distance of 71.07 feet to the southwesterly line of said Survey #216 of the Illinois Grant;
thence with said survey, North 35°13'54" West a distance of 182.42 feet which is The True Point of Beginning, containing 11.31 acres, 492,564 sq. ft. of land more or less. Being subject to any and all easements & rights-of-ways whether of record or not.

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1.1	N 89°24'18" E	172.71	141	N 61°31'23" W	205.54
1.2	N 89°24'18" E	244.69	142	N 76°48'52" W	231.97
1.3	N 89°24'18" E	160.02	143	N 46°52'52" W	284.43
1.4	N 89°24'18" E	188.73	144	S 89°24'18" W	329.47
1.5	N 89°24'18" E	223.48	145	S 89°24'18" W	11.03
1.6	N 89°24'18" E	230.50	146	S 21°41'09" W	98.17
1.7	S 89°24'18" E	113.40	147	S 21°41'09" W	26.67
1.8	S 89°24'18" E	12.72	148	S 76°48'52" W	140.16
1.9	S 89°24'18" E	30.51	149	S 89°24'18" W	71.82
2.0	S 89°24'18" E	99.85	150	S 76°48'52" W	111.82
2.1	S 89°24'18" E	47.45	151	S 76°48'52" W	115.67
2.2	S 89°24'18" E	41.70	152	S 46°52'52" W	40.82
2.3	S 89°24'18" E	63.37	153	S 46°52'52" W	13.91
2.4	S 89°24'18" E	31.90	154	S 46°52'52" W	27.58
2.5	S 89°24'18" E	23.84	155	S 46°52'52" W	83.25
2.6	S 89°24'18" E	21.64	156	S 46°52'52" W	13.91
2.7	S 89°24'18" E	48.71	157	S 46°52'52" W	12.04
2.8	S 89°24'18" E	46.41	158	S 46°52'52" W	20.70
2.9	S 89°24'18" E	13.25	159	S 46°52'52" W	20.88
3.0	S 89°24'18" E	41.47	160	S 46°52'52" W	30.12
3.1	S 89°24'18" E	14.30	161	S 46°52'52" W	30.12
3.2	S 89°24'18" E	14.30	162	S 46°52'52" W	21.13
3.3	S 89°24'18" E	10.61	163	S 46°52'52" W	30.12
3.4	S 89°24'18" E	91.43	164	S 46°52'52" W	43.02
3.5	S 89°24'18" E	125.74	165	S 46°52'52" W	43.02
3.6	S 89°24'18" E	244.11	166	S 46°52'52" W	43.02
3.7	S 89°24'18" E	327.25	167	S 46°52'52" W	43.02
3.8	S 89°24'18" E	67.42	168	S 46°52'52" W	43.02
3.9	S 89°24'18" E	133.83	169	S 46°52'52" W	43.02
4.0	S 89°24'18" E	462.46	170	S 46°52'52" W	43.02
4.1	S 89°24'18" E	131.90	171	S 46°52'52" W	43.02
4.2	S 89°24'18" E	21.00	172	S 46°52'52" W	43.02
4.3	S 89°24'18" E	81.03	173	S 46°52'52" W	43.02
4.4	S 89°24'18" E	130.25	174	S 46°52'52" W	43.02
4.5	S 89°24'18" E	125.74	175	S 46°52'52" W	43.02
4.6	S 89°24'18" E	125.74	176	S 46°52'52" W	43.02
4.7	S 89°24'18" E	244.47	177	S 46°52'52" W	43.02
4.8	S 89°24'18" E	44.44	178	S 46°52'52" W	43.02
4.9	S 89°24'18" E	43.44	179	S 46°52'52" W	43.02
5.0	S 89°24'18" E	85.47	180	S 46°52'52" W	43.02
5.1	S 89°24'18" E	181.01	181	S 46°52'52" W	43.02
5.2	S 89°24'18" E	56.80	182	S 46°52'52" W	43.02
5.3	S 89°24'18" E	71.80	183	S 46°52'52" W	43.02
5.4	S 89°24'18" E	237.44	184	S 46°52'52" W	43.02
5.5	S 89°24'18" E	149.55	185	S 46°52'52" W	43.02
5.6	S 89°24'18" E	59.07	186	S 46°52'52" W	43.02
5.7	S 89°24'18" E	272.80	187	S 46°52'52" W	43.02
5.8	S 89°24'18" E	150.70	188	S 46°52'52" W	43.02
5.9	S 89°24'18" E	20.72	189	S 46°52'52" W	43.02
6.0	S 89°24'18" E	20.72	190	S 46°52'52" W	43.02
6.1	S 89°24'18" E	54.30	191	S 46°52'52" W	43.02
6.2	S 89°24'18" E	133.83	192	S 46°52'52" W	43.02
6.3	S 89°24'18" E	133.83	193	S 46°52'52" W	43.02
6.4	S 89°24'18" E	24.00	194	S 46°52'52" W	43.02
6.5	S 89°24'18" E	45.10	195	S 46°52'52" W	43.02
6.6	S 89°24'18" E	13.13	196	S 46°52'52" W	43.02
6.7	S 89°24'18" E	26.10	197	S 46°52'52" W	43.02
6.8	S 89°24'18" E	39.08	198	S 46°52'52" W	43.02
6.9	S 89°24'18" E	22.50	199	S 46°52'52" W	43.02
7.0	S 89°24'18" E	52.00	200	S 46°52'52" W	43.02
7.1	S 89°24'18" E	46.02	201	S 46°52'52" W	43.02
7.2	S 89°24'18" E	20.83	202	S 46°52'52" W	43.02
7.3	S 89°24'18" E	63.92	203	S 46°52'52" W	43.02
7.4	S 89°24'18" E	10.10	204	S 46°52'52" W	43.02



RESOLUTION 2026- 02

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

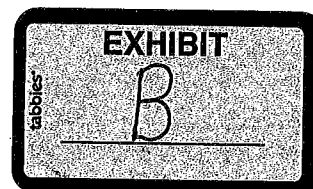
WHEREAS, on or about December 8, 2003, Clark County entered into an agreement with Floyd County (jointly, the "Counties") and the Clark-Floyd Landfill, LLC (CFL") (the Counties and CFL collectively, the "Parties") known as the Clark County Sanitary Landfill Franchise and License Agreement, as supplemented 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.

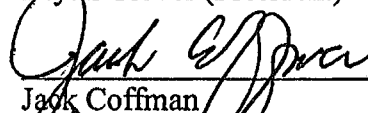
SECTION 13. Any resolution or part of a resolution in conflict with this Resolution shall be deemed to be null and void, and it shall be deemed repealed.

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)

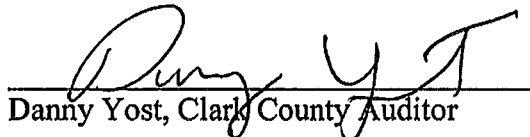


Jack Coffman



David Decker

ATTEST:


Danny Yost, Clark County Auditor

RESOLUTION 2026-

**RESOLUTION OF THE CLARK COUNTY, INDIANA COUNTY COUNCIL
PERTAINING TO THE APPROVAL OF THE ACCEPTANCE OF TRANSFER OF
PROPERTY**

WHEREAS, the Clark County Board of Commissioners and the Floyd County Board of Commissioners have each determined and agreed that it is in the best interests of Clark County and of Floyd County to (1) settle an existing lawsuit with the operator of Clark-Floyd Landfill (the "Landfill"), (2) for Floyd County to not be a part an existing or a new long-term Franchise Agreement with the Operator of the Landfill, (3) for Clark County and Floyd County to enter into an Indemnity Agreement for Clark County to indemnify Floyd County for any past, present, or future costs or liability associated with the operations of the Landfill; and (4) for Floyd County to quitclaim any and all of its interests in the Landfill to Clark County (Collectively the "Agreement"); and

WHEREAS the Clark County Commissioners have passed Resolution 2026- , approving of the Agreement with the Floyd County Commissioners relating to the Landfill, which Resolution is attached to this Resolution as Exhibit 1.

WHEREAS, Clark County, Indiana, by and through the Clark County Board of Commissioners, 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 Exhibit 1 of the Clark County Commissioner's Resolution 2026- (the "Quitclaim" or the "Quitclaim Deed"); and

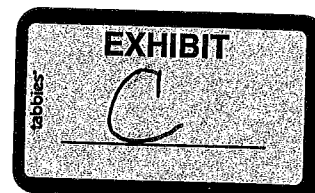
WHEREAS, Floyd County has determined, as a part of the Agreement, to transfer all of its Property interests in the Landfill to Clark County and Clark County has determined, as a part of the Agreement, to accept all of Floyd County's Property interests in the Landfill; and

WHEREAS, each of Clark County and Floyd County are political subdivisions under Indiana Code 36-1-2-13 and are therefore eligible entities under Indiana Code 36-1-11 and have the authority to enter into transfer agreements to transfer and exchange property under Indiana Code 36-1-11-8; and

WHEREAS, Floyd County Commissioners has taken action to approve the transfer of it right title and interest to Clark County pursuant to the Quitclaim Deed; and

WHEREAS, Floyd County has adopted or intends to adopt resolution substantially similar to this Resolution authorizing the transfer of Floyd County's interest in the Clark-Floyd Landfill to Clark County, as required by Indiana Code 36-1-11-8.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CLARK COUNTY, INDIANA that:



SECTION 1. The foregoing recitals and attached Exhibit 1, which includes Exhibit A identified as the Quitclaim Deed, are incorporated into this Resolution and are ratified, confirmed, and approved.

SECTION 2. The Clark County Council approves, confirms and ratifies the acceptance of the transfer of Floyd County's interests in the Landfill Property to Clark County to be expedient and in the best interests of Clark County, and desirable or necessary for the proper serving of the constituents of Clark County.

SECTION 3. Clark County Council hereby approves, confirms and ratifies acceptance of the execution, delivery and performance of the Quitclaim Deed in the substantially final form presented to this meeting and authorizes the Board of Commissioners of **Clark County** (collectively, the "Authorized Officers" and each an "Authorized Officer") singly or otherwise, to effectuate and record the Quitclaim Deed with such changes in form or substance as the Authorized Officers deem legally necessary and appropriate, their approval and acceptance of such changes to be evidenced by their delivery of the Quitclaim Deed.

SECTION 4. Clark County Council hereby approves, confirms authorizes and directs any Authorized Officer for and on behalf of and in the name of Clark County to do any and all other acts and things, and to 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.

SECTION 5. The taking of any action or the execution of any instrument by the Authorized Officers in connection with this Resolution shall be conclusive of such Authorized Officers' determination that the same was legally necessary and appropriate to serve the best interests of Clark County.

SECTION 6. 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 7. Any resolution or parts of resolutions in conflict with this Resolution shall be deemed null and void, and are repealed.

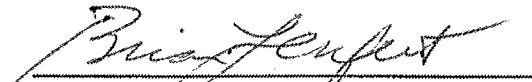
SECTION 8. This Resolution shall be in full force and effect from the date of passage and forever after its passage and execution.

Passed and adopted by the Clark County Council on the 8 day of June, 2026.



Leah Williams-Hampton


Ron Grooms


Brian Lenfert


Steve Doherty


Chris Fox


Richard Snelling Jr.


Ronald Blevins

ATTEST:


Danny Yost, Clark County Auditor

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

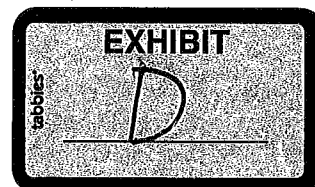
WHEREAS, on or about December 8, 2003, Floyd County entered into an agreement with Clark County (jointly, the "Counties") and the Clark-Floyd Landfill, LLC (CFL") (the Counties and CFL collectively, the "Parties") known as the Clark County Sanitary Landfill Franchise and License Agreement, as supplemented 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, Floyd County, Indiana owns, along with Clark 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 Floyd County Board of Commissioners have determined that it is in the best interests of Floyd 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 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 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;

NOW THEREFORE, BE IT RESOLVED BY THE FLOYD COUNTY COMMISSIONERS that:

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

SECTION 2. Floyd 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.

SECTION 3. Floyd County Commissioners hereby expressly authorize and direct a representative of Floyd 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. Floyd County Commissioners hereby approve of the decision not to enter into a new long-term Franchise Agreement with the Operator of the Landfill and to relinquish all right title and interest in the Landfill, including any Landfill funds, if any, in exchange for the Indemnity Agreement and Clark County's agreement 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

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

SECTION 6. Floyd County Commissioners hereby expressly authorize and direct a representative of Floyd 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 4. The Floyd County Commissioners hereby approve of the negotiation and execution of the Quitclaim Deed in substantially the same form 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 5. The Floyd County Commissioners hereby authorize and direct a representative of Floyd County and its legal counsel to take all action necessary to execute and deliver 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 6. The Floyd County Commissioners authorize and direct a representative of Floyd 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 7. The Floyd 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 8. The Floyd County Commissioners further authorize a representative of Floyd 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 Floyd County.

SECTION 9. 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 10. Any resolution or part of a resolution in conflict with this Resolution shall be deemed to be null and void, and shall be deemed repealed.

SECTION 11. This Resolution shall be in full force and effect from the date of passage and forever after its passage and execution.

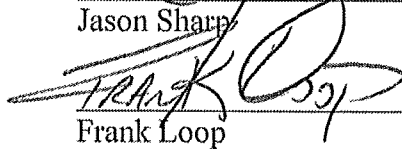
Passed and adopted by the Floyd County Board of Commissioners on the 2 day of June, 2026.



Al Knable

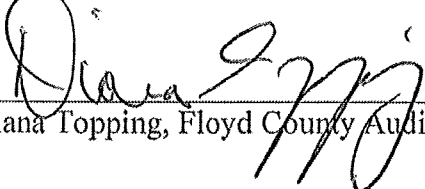


Jason Sharp



Frank Loop

ATTEST:



Diana Topping, Floyd County Auditor

RESOLUTION 2026-04

RESOLUTION OF THE FLOYD COUNTY, INDIANA COUNTY COUNCIL PERTAINING TO THE APPROVAL OF THE TRANSFER OF PROPERTY

WHEREAS, the Clark County Board of Commissioners and the Floyd County Board of Commissioners have each determined and agreed that it is in the best interests of Clark County and of Floyd County to (1) settle an existing lawsuit with the operator of Clark-Floyd Landfill (the "Landfill"), (2) for Floyd County to not be a part an existing or a new long-term Franchise Agreement with the Operator of the Landfill, (3) for Clark County and Floyd County to enter into an Indemnity Agreement for Clark County to indemnify Floyd County for any past, present, or future costs or liability associated with the operations of the Landfill; and (4) for Floyd County to quitclaim any and all of its interests in the Landfill to Clark County (Collectively the "Agreement"); and

WHEREAS the Floyd County Commissioners have passed Resolution 2026- __, approving of the Agreement with the Clark County Commissioners relating to the Landfill, which Resolution is attached to this Resolution as Exhibit 1.

WHEREAS, Floyd County, Indiana, by and through the Floyd County Board of Commissioners, owns, along with Clark 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 Exhibit 1 of the Floyd County Commissioner's Resolution 2026- __ (the "Quitclaim" or the "Quitclaim Deed"); and

WHEREAS, Floyd County has determined, as a part of the Agreement, to transfer all of its Property interests in the Landfill to Clark County and Clark County has determined, as a part of the Agreement, to accept all of Floyd County's Property interests in the Landfill; and

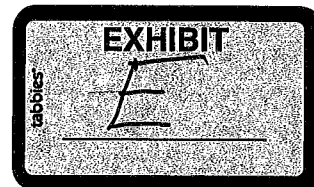
WHEREAS, each of Floyd County and Clark County are political subdivisions under Indiana Code 36-1-2-13 and are therefore eligible entities under Indiana Code 36-1-11 and have the authority to enter into transfer agreements to transfer and exchange property under Indiana Code 36-1-11-8; and

WHEREAS, Floyd County and Clark County propose to approve the Quitclaim Deed; and

WHEREAS, Clark County has adopted a substantially similar resolution to this Resolution authorizing the transfer and its acquisition of Floyd County's Property interests in the Landfill, as required by Indiana Code 36-1-11-8.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FLOYD COUNTY, INDIANA that:

SECTION 1. The foregoing recitals and attached Exhibit 1, which includes Exhibit A identified as the Quitclaim Deed, are incorporated into this Resolution and are ratified, confirmed, and approved.



SECTION 2. The Floyd County Council approves, confirms and ratifies the transfer of Floyd County's interests in the Landfill Property to Clark County to be expedient and in the best interests of Floyd County, and desirable or necessary for the proper serving of the constituents of Floyd County.

SECTION 3. Floyd County Council hereby approves, confirms and ratifies the execution, delivery and performance of the Quitclaim Deed in the substantially final form presented to this meeting and authorizes the Board of Commissioners of **Floyd County** (collectively, the "Authorized Officers") and each an "Authorized Officer") singly or otherwise, to effectuate the Quitclaim Deed with such changes in form or substance as the Authorized Officers deem legally necessary and appropriate, their approval and acceptance of such changes to be evidenced by their delivery of the Quitclaim Deed.

SECTION 4. Floyd County Council hereby approves, confirms authorizes and directs any Authorized Officer for and on behalf of and in the name of Floyd County to do any and all other acts and things, and to 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.

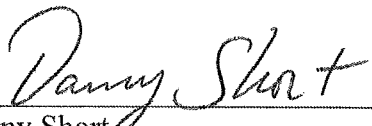
SECTION 5. The taking of any action or the execution of any instrument by the Authorized Officers in connection with this Resolution shall be conclusive of such Authorized Officers' determination that the same was legally necessary and appropriate to serve the best interests of Floyd County.

SECTION 6. 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 7. Any resolution or parts of resolutions in conflict with this Resolution shall be deemed null and void, and are repealed.

SECTION 8. 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 Floyd County Council on the 9th day of June, 2026.



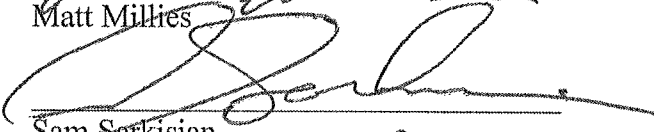
Danny Short



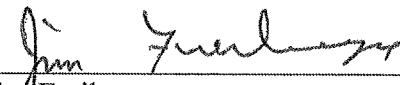
Dale Bagshaw



Matt Millies

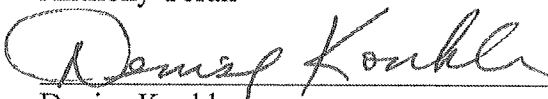


Sam Sarkisian



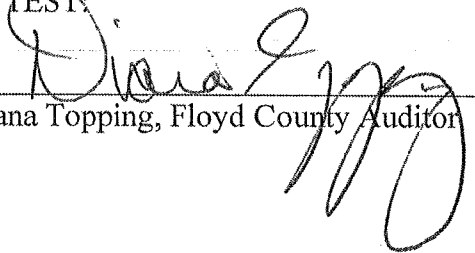
Jim Freiburger

Anthony Toran



Denise Konkle

ATTEST:



Diana Topping, Floyd County Auditor

2026 FRANCHISE OPERATING AGREEMENT

This 2026 Franchise Operating Agreement (“Agreement”) is entered into by Clark County, Indiana (“the County”), acting by and through the Board of Commissioners of Clark County (“Clark County Commissioners” or “Commissioners”), and Clark-Floyd Landfill, LLC (“CFL” or the “Operator”). The County and CFL are jointly referred to as “Parties.”

I. RECITALS

WHEREAS, The County is the owner of a sanitary landfill located in Clark, County Indiana, more particularly described in **Exhibit A**, with a common address of 14304 State Road 60, Borden, Indiana 47106, and commonly known as the Clark-Floyd Landfill (the “Landfill”); and

WHEREAS, at one time, Floyd County was also an owner of the Landfill, and, to the extent that documents, including any Permits, refer to Floyd County as an owner, the Parties understand and acknowledge that Floyd County is no longer involved and that Clark County stands in the shoes of Floyd County for all purposes involving the Landfill; and

WHEREAS, on or about the 1st day of January, 2004, and pursuant to the provisions of Ind. Code 36-2-2-23, the County granted to CFL a non-exclusive franchise and license (“Franchise Agreement”) to maintain and operate the Landfill; and

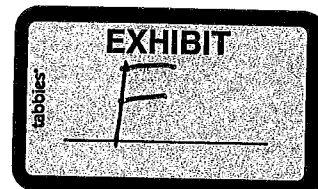
WHEREAS, the County and CFL supplemented the Franchise Agreement on December 12, 2006 (Supplement No. 1), July 21, 2011 (Supplement No. 2), and January 1, 2013 (Supplement No. 3) (collectively, the “Supplements”); and

WHEREAS, it is in the interest of both Parties to maximize existing and future Airspace and to operate the Landfill to allow for the contribution of adequate funds to cover the costs of conducting Closure of the Landfill and to perform Post-Closure Care Activities; and

WHEREAS, the Parties estimate that, if Airspace is maximized on the current Landfill footprint, there should be adequate Airspace until approximately 2041, that if expansion is made to the north of the existing Landfill footprint, Airspace could be extended by approximately 20 years or more, and that these extensions may extend the allowable regulatory timetable of Post-Closure Care Activities; and

WHEREAS, one priority of the Parties is to maximize the likelihood that the Closure Fund I and Closure Fund II are adequately funded at the time that Closure activities are required and initiated at the Landfill, and that Closure of the existing Landfill footprint and future areas of the Landfill must be conducted over the course of many years with the final Closure event to occur within 18 months following the receipt of the last load of waste or another approved IDEM schedule; and

WHEREAS, to create revenue and a source of funds for ultimate Closure of the Landfill, the Parties anticipate that the County, or the County jointly with CFL, will be entering into an agreement with a Renewable Natural Gas (“RNG”) company (“RNG Contractor”) that will include obligations of and benefits to the County and the Operator; and



WHEREAS, the Parties acknowledge that the current gas conveyance system at the Landfill is not installed nor optimized to convey Landfill Gas for a RNG Facility and any contract with a RNG Contractor will require investment and improvements to provide for system reliability enhancements to maximize RNG production and adequate royalty payments or revenues to fund the Landfill's Closure and Post-Closure Care Activities; and

WHEREAS, CFL asserts that it has invested and continues to invest significant Capital Improvements in the Landfill's gas conveyance system in anticipation of the RNG Contract; and

WHEREAS, to continue to provide for the anticipated waste disposal needs of the citizens of the County and to ensure compliance with all laws, rules, and regulations of the United States, the State of Indiana, and the County pertaining to the uninterrupted operation, maintenance, and ultimate Closure and Post-Closure Care of the Landfill, the Parties deem it necessary to enter into this Agreement; and

WHEREAS, the Parties intend that this Agreement replace and supersede entirely the Franchise Agreement and its Supplements and fully set forth the Parties' expectations and obligations with respect to the Landfill for the Term of this Agreement; and

WHEREAS, to address allegations by IDEM of groundwater contamination at the Landfill and to allow for potential Vertical Expansion of the Landfill without a typical geomembrane liner, the Parties agreed with IDEM to install a subsurface barrier wall to circumscribe the current Landfill; and

WHEREAS, the current groundwater monitoring well network does not extend to the Landfill Facility Boundaries (except along the east side of the Landfill) and the Parties are unaware of the status of groundwater outside of the current groundwater monitoring well network; and

WHEREAS, the Landfill and/or CFL currently hold or are in the process of obtaining all Permits required to continue to operate the Landfill consistent with the law; and

WHEREAS, CFL has submitted to IDEM a minor permit modification in 2025 and intends to submit to IDEM a major permit modification in May 2027 or as soon thereafter as possible to obtain the full projected capacity of the Vertical Expansion; and

WHEREAS, CFL intends to submit a major permit modification in approximately 2030 for a Horizontal Expansion; and

WHEREAS, CFL is willing and able to undertake the responsibilities for the Landfill as set forth in this Agreement; and

WHEREAS, the Parties recognize the fees and payment structures in this Agreement represent the Parties' best attempt for future planning;

NOW, THEREFORE, in consideration of the promises set forth in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are acknowledged and accepted by the Parties, and intending to be legally bound, the Parties agree as follows:

II. PURPOSE AND INTENT

A. Continuation of Franchise and License

The Landfill is not a landfill established under and pursuant to the provisions of Indiana Code § 36-9-30, *et seq.*, but rather, is a landfill established, operated, and maintained pursuant to a franchise and license granted pursuant to Indiana Code § 36-2-2-23. The provisions of Indiana Code § 36-9-30, *et seq.*, have long been held and determined to be non-exclusive, cumulative, and alternative provisions; and that the powers of the County under Indiana Code § 36-2-2-23 are not pre-empted by the provisions of Indiana Code § 36-9-30, *et seq.* The power to control the operation of sanitary landfills is a police power vested in the boards of county commissioners within county government, as found by the court in *Tippecanoe Sanitary Landfill v. Board of Commissioners of Tippecanoe County* 455 N.E.2d 971, 977 (Ind. Ct. App. 1983) (*reh'g. denied* December 20, 1983; *transfer denied* February 17, 1984).

As authorized and permitted by the provisions of Indiana Code § 36-2-2-23, as amended, the County previously granted CFL a non-exclusive franchise and license during the term of the Franchise Agreement to possess, operate, use, and maintain the Landfill Facility for the purposes set forth in this Agreement and those related to the collection, transportation, recycling, and/or disposal of solid waste subject to the laws, rules, and regulations of the United States, the State of Indiana, and/or any other governmental or regulatory body. Upon reasonable notice, the County shall have the right of access to the Landfill Facility to ensure compliance with this Agreement.

The Parties expressly elect to continue operation of the Landfill and to extend the non-exclusive franchise and license granted pursuant to Indiana Code § 36-2-2-23.

CFL will continue as the Operator of the Landfill for the proposed Vertical and Horizontal Expansions and will be responsible for all day-to-day operations, keep all revenue, and pay all obligations to operate the Landfill, except as provided in this Agreement.

B. Non-Exclusivity

This franchise and license granted to CFL is non-exclusive, and Clark County shall retain the right and power to grant similar franchises and licenses for sanitary landfill purposes with respect to real property, currently owned or later acquired in Clark County, other than the Landfill.

C. Incorporation of Recitals

The Recitals set forth above are incorporated into and a material part of this Agreement.

III. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“**Airspace**” means the remaining volume in the Landfill available to dispose of solid waste that has been permitted and certified by IDEM.

“Bond Fund” or “Bond Funds” means, collectively, the account(s) established by Clark County that hold the proceeds from the sale of bonds by Clark County used for the Landfill, as determined in the sole discretion of the Clark County Commissioners, according to the terms of the individual bonds.

“Bond Payment Funds” means the account(s) established pursuant to Ind. Code § 36-1-3 *et seq.*, as amended (the “Bond Payment Funds”) and maintained by the Clark County Auditor.

“Bond Debt Reserve Account” means the account(s) established by Clark County to constitute a margin of safety and protection against default in the payment of principal and interest on the bond.

“Burgin Property” means the parcel of real estate acquired by Clark County in 2025, to be used as a source of soil for the Landfill, intended to become a part of the Landfill Facility (as defined in IDEM’s regulations and approved by IDEM) and used for Landfill support facilities (maintenance shop and offices, solidification, etc.).

“Capital Improvement” means a material physical change, alteration, addition, or other improvement to the Landfill infrastructure (e.g. such as leachate management system, Landfill gas collection and control system, stormwater management systems, buildings, roads, fencing, etc.) that maintains or increases the value of, extends the useful life of, or adapts a new use to the Landfill, and which lasts or is expected to last at least one (1) year.

“Closure” has the meaning found at 329 IAC 10-2-30.

“Closure Activities” mean activities, such as capping, undertaken when areas within the Landfill reach certain permitted grades and which are approved by IDEM that have the effect of reducing the area of intermediate cover that must be maintained and reducing the infiltration of stormwater and thus reducing the production of leachate. Among other things, Closure Activities include capping, and continuation of the ordinary monitoring and maintenance that continue to occur during Closure Activities until the Landfill enters Post-Closure Care.

“Closure Fund” means the account that is currently referred to in Clark County accounting records as the Closure Fund which was intended to be used to fund the final Closure and Post-Closure Care obligations of the Landfill.

“Closure Fund I” means the account that will be created pursuant to this Agreement for the purpose of holding funds that will be used to pay for the Closure and Post-Closure Care obligations of the Vertical Expansion as set forth in this Agreement.

“Closure Fund II” means the account that will be created pursuant to this Agreement for the purpose of holding funds that will be used to pay for the Closure and Post-Closure Care obligations of the Horizontal Expansion of the Landfill as set forth in this Agreement.

“Closure Plan” and/or “Post-Closure Plan” mean the plans regulated by and defined in 329 IAC 10-22 and 10-23.

“Effective Date” shall have the definition set forth in paragraph IV A.

“Financial Assurance Test” has the meaning found at 329 IAC 10-39-2(a)(6) and 329 IAC 10-39-3(a)(6).

“GCCS” shall mean the gas collection and conveyance system which is installed for the purpose of collecting methane both for sale and for compliance with environmental laws, plus any improvements or additions made to the gas collection and conveyance system.

“Horizontal Expansion” means the proposed future expansion of the Landfill to the north of the current footprint of the Landfill as surrounded by the subsurface barrier wall which currently is anticipated to be used to expand the footprint of the Landfill, which may overlay a portion of the Vertical Expansion portion of the Landfill with a Piggyback area and which may potentially add 10,000,000 cubic yards of capacity, plus or minus, to the Landfill, and will extend the capacity and operational life of the Landfill until approximately 2056, extend the date the Landfill receives the final waste shipment, extend the date when Closure activities must be completed, and extend the Post-Closure Care period.

“IDEM” means the Indiana Department of Environmental Management.

“Landfill,” as defined above, shall be interpreted broadly to include the currently-operated Clark-Floyd Landfill permitted to date and all buildings, structures, infrastructure, fixtures, appurtenances, or improvements located on the real estate, and any parts of the Vertical Expansion, Horizontal Expansion, or Piggyback areas after they have been permitted by IDEM. For the sake of clarity, the failure to expressly state “Vertical Expansion,” “Horizontal Expansion,” and “Piggyback” in any instance shall not be interpreted to exclude those areas from the use of the term “Landfill.”

“Landfill Facility” or “Landfill Property” has the meaning found at 329 IAC 10-2-69.

“Landfill Facility Boundary” or “Facility Boundary” has the meaning found at 329 IAC 10-2-70.

“Lee Family” means Robert (Bob) Lee, and any person (naturally, by law, or by marriage) who is or has been: a sibling of Robert Lee; a son or daughter, grandchild, great-grandchild, or great, great grandchild of Robert Lee, or of any of his siblings; a first cousin of Robert Lee or a son, daughter or grandchild of a first cousin of Robert Lee.

“LIF Fund” means the account in Clark County accounting records known as the Landfill Improvement Fund which was intended to be used for Landfill improvements and funded by “LIF Payments” under the former Franchise Agreement.

“Operator” means Clark-Floyd Landfill, LLC or its successor in interest as permitted by this Agreement.

“Permits” means an authorization required by a governmental agency such as IDEM for the operation of the Landfill.

“Person” means any natural person, class or group of natural persons, corporation, proprietorship, partnership, association, trust or any other entity or organization, including without

limitation, any federal, provincial, tribal, state, county, city or municipal governmental or quasi-governmental body, and/or any political subdivision, department, agency or instrumentality.

“Piggyback” or “Overlay” means any portion (if any) of the Horizontal Expansion that may overlay a portion of the Vertical Expansion area.

“Post-Closure” has the meaning found at 329 IAC 10-2-139.

“Post-Closure Care” or “Post-Closure Care Activities” means after the final Closure certification approved by IDEM, and includes monitoring, and maintaining the waste containment systems and monitoring groundwater to ensure that waste is not escaping in accordance with a Post-Closure Plan approved by IDEM.

“Solid Waste Laws” means the Indiana Solid Waste Management Act at Ind. Code §13-20-1-1 *et. seq.* and the Indiana Solid Waste Land Disposal Facilities Regulations, including 329 IAC 10-1-1 *et seq.*, as may be amended from time to time.

“Vertical Expansion” means the approved and anticipated approval(s) to dispose of municipal solid waste within the current Landfill footprint surrounded by the completed subsurface barrier wall. As part of the Vertical Expansion, Phase I shall mean the currently permitted area of the Landfill, Phase II shall mean the area of the former service ditch within the Landfill footprint that has received Permit approvals from IDEM, and Phase III shall mean the additional area that includes the current facility shop area in the center of the Landfill, potential additional areas and increased elevations within the existing boundaries of the subsurface barrier wall that has yet to be permitted as it exists as of the Effective Date which is estimated to extend the capacity and operational life of the Landfill until approximately 2042. The Parties reserve the right to add any additional Airspace within the Vertical Expansion beyond Phases I, II, and III, if it can be permitted by IDEM, including but not limited to newly approved landfill management techniques or improved technology.

Other words and phrases have been defined elsewhere in this Agreement, and such definitions shall apply equally throughout this Agreement as if included in this section.

IV. TERM

A. Effective Date

This Agreement shall be effective and legally binding on the date when all of the following have occurred: (A) all authorized representatives of the Parties have executed this Agreement; and (B) all necessary governmental entities in Clark County have approved the execution of this Agreement.

B. Duration of the Agreement

CFL shall have the right under this Agreement to operate the Landfill, the Vertical Expansion, and any other portions approved by IDEM beginning on the Effective Date, and, unless terminated pursuant to this Agreement, shall extend until the closure of the Vertical Expansion

from the Effective Date up to thirty (30) years, or to the maximum time permitted by law, if that amount is deemed to be less than thirty (30) years.

This Agreement also provides CFL with the right and obligation to design, permit, construct, operate, and close the Horizontal Expansion, if approved by IDEM. If such approval is obtained, the Term of this Agreement shall automatically renew and reset as of the date on which the Horizontal Expansion is finally approved for operation by IDEM, for thirty (30) years, or until the Airspace for the Horizontal Expansion has been exhausted, or to the maximum time permitted by law if that amount is deemed to be less than thirty (30) years.

If it is determined that the Term of this Agreement will expire prior to the Closure of the Horizontal Expansion and Post-Closure Care Activities, and there exists no material breach of this Agreement, then this Agreement shall automatically renew and shall continue to the extent the law permits until the Closure and Post-Closure Care Activities are completed. If for any reason the Agreement cannot be renewed automatically, the Parties shall negotiate in good faith to extend the Term of this Agreement or to enter into a new agreement to fulfill the intent of this Agreement.

C. Exhaustion of Airspace

The Parties recognize that without Phase III approval of the Vertical Expansion, the Airspace for the Landfill will likely reach exhaustion within the next five (5) to seven (7) years. To avoid the possibility of early exhaustion, CFL will operate the Landfill so that the Landfill can continue to accept a steady and consistent flow of waste through 2041 with the Closure of the Landfill to start approximately 2037. Once Phase III is approved, however, CFL shall notify the County at least five (5) years prior to the date when CFL expects the Airspace for the Vertical Expansion to be exhausted. CFL shall also notify the County at least seven (7) years prior to the date when CFL expects the Airspace for the Horizontal Expansion to be exhausted. The remaining Airspace shall be calculated using ordinary industry standards.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

These rights and obligations shall apply to the current footprint of the Landfill and the anticipated Vertical Expansion and Horizontal Expansion, including the Piggyback area, unless specifically excepted.

1 Landfill Operation

- a. CFL shall have the exclusive right to use the Landfill Facility to operate, maintain, and support the existing municipal solid waste Landfill operations pursuant to this Agreement, including without limitation, the ability to accept solid wastes allowed by IDEM, and the discretion to make and implement at CFL's expense design improvements and changes to increase the capacity of the Landfill or Landfill infrastructure components. CFL shall manage the Landfill so as not to be designated an elevated temperature Landfill.
- b. CFL shall post a conspicuous sign at the Landfill scalehouse or other conspicuous location identifying CFL as the Operator of the

Landfill.

- c. Except as specifically restricted by this Agreement, CFL shall have the maximum flexibility in performing Landfill operations and other solid waste operations contemplated by this Agreement. The flexibility shall include the discretion to fill the Vertical Expansion, and the Horizontal Expansion, including the Piggyback areas, concurrently, sequentially, or otherwise to maximize the efficient management of Airspace and solid waste at the Landfill.
- d. CFL shall use reasonable efforts to increase market share of the Landfill to increase revenues.
- e. CFL shall be responsible for all operations, maintenance, costs, and collection of revenue for the Landfill, except as provided in this Agreement. Some particular topics are described in this Agreement, but the absence of any specific reference to or discussion of a topic or item in this Agreement shall not relieve CFL of its general responsibility for the operations of the Landfill.
- f. CFL's operation and maintenance obligations end when the final Closures and Post-Closure Care Activities are certified as complete by IDEM, except as provided in this Agreement.

2 Consistent with Law and Standards

CFL shall operate and maintain the Landfill in a safe and efficient manner in compliance with all laws, rules, and regulations of the United States, the State of Indiana, and the County, including Permits, and orders or decrees of any governmental entity having jurisdiction over the operation of a solid waste facility and activities. CFL shall keep itself fully informed of all state, national, and local laws, rules, regulations, Permits, and orders or decrees of any governmental entity in any way affecting the business of the Landfill. CFL shall report emergencies as soon as practicable to the County. CFL shall within five (5) days report to the County any violation of the law, ordinance, regulation, or Permit of which it is aware, without regard to any notice or allegation of a violation by a governmental entity. CFL shall also provide notice to the County, within five (5) business days of receiving notice, of any violation alleged by any governmental entity of any law, ordinance, regulation, Permits, or of any order or decree issued by any governmental entity, unless the notice conspicuously shows that the County was copied. CFL shall keep itself fully informed of any national industrial standards and trends and conform the Landfill to the best management practices possible under the circumstances and consistent with ordinary landfill operations in the Midwest. If CFL or the County is aware of any nuisance, dangerous condition, or hazard resulting from operation of the Landfill, CFL and the County shall meet and confer to determine any action to be taken, including any reasonable conditions and requirements that Parties may agree upon regarding Landfill operations.

3 Certified Operator

CFL shall at all times employ at least one certified Landfill operator, licensed in the State of Indiana (“Certified Operator”), and shall provide to the County a list of all CFL Certified Operators and a copy of their licenses from the State of Indiana. Each Certified Operator must be free of any felony convictions for acts of bribery, drug trafficking, financial corruption, fraud, or other similar felonious activity that has the effect of creating a negative public image for the County. The Certified Operator shall submit to a comprehensive background check at the request of the County. If any Certified Operator does not meet these requirements, that Certified Operator shall be removed.

4 Permits and Regulatory Approvals and Environmental Reporting

- a. CFL shall be responsible, at its cost, to identify, obtain, and maintain all Permits, authorizations, and/or regulatory approvals necessary to operate and maintain the Landfill and to complete Vertical Expansion, Horizontal Expansion, or capital projects of the Landfill, including, but not limited to, Permits, authorizations, and/or regulatory approvals of the United States Army Corps of Engineers, the United States Environmental Protection Agency (“U.S. EPA”) or any other department, agency, or regulatory or executive body of the United States, the Indiana Department of Natural Resources, IDEM, or any other department, agency, or regulatory, executive, or administrative body of the State of Indiana; or any applicable local governmental council, commission, board, or other regulatory body (collectively “Permits”). The term “Permits” does not include any applications necessary to remove Floyd County as a permittee due to any agreement or resolution between Clark and Floyd Counties. Those permits or applications necessary for the removal of Floyd County shall be paid for by Clark County. The County and CFL shall jointly hold Permits required for operation of the Landfill. CFL shall promptly provide to the County copies of all applications, denials, approvals, and correspondence associated with any Permit.
- b. CFL shall apply for necessary IDEM Permits for Phase III of the Vertical Expansion within twenty-four (24) months of the Effective Date of this Agreement. CFL shall conduct phased due diligence to identify any fatal flaws of the proposed Horizontal Expansion. CFL shall apply for the necessary IDEM Permits for the Horizontal Expansion, if due diligence indicates that approval of the Horizontal Expansion is likely and cost effective, within twenty-four (24) months of IDEM’s approval of Phase III of the Vertical Expansion or another schedule agreeable to both Parties.
- c. CFL shall be responsible for the preparation of environmental compliance reports as required by Landfill Permits and applicable regulations, except that the County shall complete and submit the

local government financial test documentation required by IDEM under 329 IAC 10-39-2(a)(6) and 329 IAC 10-39-3(a)(6). CFL shall provide the Financial Assurance Test cost data and worksheets to the County so that the County may provide the Financial Assurance Test documents to IDEM for any Permit applications and for annual updates.

5 Responsibility for Deficiencies and Violations

- a.** Alleged Deficiencies or Violations.
 - i.** CFL shall correct any and all deficiencies or violations related to the Landfill or Landfill operations performed by CFL and identified by the United States Army Corps of Engineers, U.S. EPA, IDEM, or any other department, agency, or regulatory or executive body of the United States, the Indiana Department of Natural Resources, IDEM, or any other department, agency, or regulatory, executive, or administrative body of the State of Indiana, or any applicable local governmental council, commission, board, or other regulatory body with jurisdiction over the Landfill. CFL shall promptly address any alleged deficiency or violation and resolve any undisputed alleged deficiency or violation within ninety (90) days of the receipt of notice of the alleged deficiency or violation unless the actions required to address the deficiency require longer than ninety (90) days or as soon as practical thereafter or if CFL disagrees with the alleged deficiency or violation. If CFL disagrees with any alleged deficiency or violation, then CFL shall promptly take action to respond to the alleged deficiency or violation. CFL shall make reasonable efforts to resolve all alleged deficiencies or violations within one hundred eighty (180) days after the first notification, unless there is a delay due to negotiations with the regulatory agency or other good faith reason for delay.
 - ii.** CFL shall handle all administrative actions necessary to address any alleged deficiencies or violations and keep the County fully informed, promptly providing copies of all written reports or correspondence, including emails, and submittals with (to and from) the United States Army Corps of Engineers, U.S. EPA, or any other department, agency, or regulatory or executive body of the United States, the Indiana Department of Natural Resources, IDEM, or any other department, agency, or regulatory, executive, or administrative body of the State of Indiana or any applicable local governmental council, commission, board, or other

regulatory body. CFL shall be responsible for all penalties, sanctions, or other fees and costs associated with any deficiencies or violation, including for any delay, unless such penalties, sanctions, or other fees are caused in whole or in part by the County.

- iii. CFL shall not be responsible for any wetlands violations determined to be existing on or caused by activities prior to December 31, 2003, or any new violations caused solely by the County. CFL shall not be responsible for any environmental violations caused solely by the RNG Contractor.
 - iv. Any unfavorable good character determinations made on the basis of any enforcement actions pending at the time of the execution of this Agreement shall not be considered a breach of this Agreement by either party. CFL will make diligent efforts to resolve the IDEM and U.S. EPA enforcement actions pending at the time of the execution of this Agreement as soon as possible. CFL shall attempt to obtain an agreed order with IDEM no later than 180 days after the Effective Date, unless any delay is caused by IDEM.
- b. CFL shall be responsible for the cost of any enforcement action or requirement of IDEM or the United States Army Corps of Engineers, U.S. EPA, or any other department, agency, or regulatory or executive body of the United States relating to Landfill (unless such enforcement action is caused solely by the actions of the County or the RNG Contractor), and shall pay any and all costs, fines, penalties, assessments or any other financial consequences imposed on the Landfill, except as otherwise provided in this Agreement. For the existing enforcement actions, including but not limited to any outcome in lawsuit pending under Case Number 49D01-1903-PL-011527 in the Marion Superior Court, filed on or about March 21, 2019, by the Commissioner of IDEM, or a pending Finding of Violation by U.S. EPA, CFL shall be responsible for the cost of resolution of those issues. The County shall assist with either IDEM or U.S. EPA to negotiate acceptable fines or penalties.

6 Collection and Disposal of Waste

- a. CFL shall be solely responsible for disposal of waste accepted at the Landfill Facility and all reclamation, recycling, and salvage operations conducted on the Landfill or around the Landfill Facility. CFL may accept waste allowed by its operation Permit and approved by IDEM or the U.S. EPA for acceptance at a municipal solid waste landfill as defined by IDEM at 329 IAC 10-2-116. unless acceptance

of such waste is detrimental to the Landfill. CFL shall inform the County of any plan to accept large volumes of ash or other special waste that could cause Landfill operational problems. To the extent that any special waste requires solidification or handling that increases the volume of the waste for disposal, CFL will base the payment of the Host Fee on the total waste disposed of (i.e. the waste plus solidification material) rather than on only the waste. CFL may base that payment on estimates of the amount of solidification material used as long as CFL provides documentation of the basis of the estimate.

- b. Unless and until the Horizontal Expansion is permitted, CFL shall regulate the flow of waste into the Landfill to ensure the Landfill can continue to accept a steady and consistent flow of waste through 2041-2042 with the Closure of the Landfill to start approximately 2037. In the case that either Clark or Floyd County has an emergency or natural disaster warranting disposal capacity outside of CFL's control, this section may be waived by the County.
- c. The Landfill shall be open to the public to accept waste Monday through Friday of each week from 8:00 am to 3:00 pm and Saturday 8:00 am to 12:00 pm. CFL shall have the option to extend the hours of operation from 4:00 am until three hours past sunset, Monday through Saturday for commercial customers, except on holidays. CFL may adjust waste disposal hours due to weather conditions, safety considerations, to account for emergency conditions, for conditions of natural disasters, or other similar reasons. Maintenance or construction activities shall not be restricted by public and commercial operating hours.
- d. CFL has the exclusive right to set the gate rate for any commercial customers, except that any CFL- affiliated waste hauling company, including but not limited to Eco-Tech, LLC, shall not be subject to all the same restrictions as other trash haulers. In exchange, Eco-Tech, LLC or its successor shall guarantee that same amount of waste to the Landfill for at least six (6) months post-termination of this Agreement if CFL elects to terminate the Agreement. If the County elects to terminate this Agreement or termination is due to Landfill Closure, the affiliated companies do not owe any guarantee of waste disposal at the Landfill.

7 Maintenance of Internal Roadways

- a. CFL at its cost shall provide and maintain all necessary and sufficient roadways to and upon the Landfill to provide access to and from land-filling area(s), which roads shall be kept accessible in all types of weather.

- b. Except as provided otherwise in this Agreement, CFL shall maintain access roads entering into and within the Landfill Facility (both currently existing and to be constructed in the future) for the purposes of Landfill construction and operations, which shall be at the sole responsibility and expense of CFL. The responsibility for maintenance of the access roads to any RNG Facility shall be the responsibility of the RNG Contractor and/or the supporting electrical utility, unless CFL utilizes such roads, in which case CFL shall maintain the roads to be suitable for pick-up trucks, emergency vehicles, and Landfill equipment.

8 Fencing

CFL at its cost shall install and maintain in good condition any fencing necessary or required by IDEM around the Landfill, including any fencing at the Landfill Facility Boundaries. Unless required by IDEM, CFL shall not be required to maintain fencing where natural barriers exist to sufficiently to prevent unauthorized access by on-road vehicles, including expanded areas. To the extent any access is provided by the former railway to be used as a rail trail, the County shall cooperate with CFL in negotiating with any agencies responsible for the rail trail to implement measures to prevent the trail from providing inadvertent access to the Landfill Facility.

9 Soil

Except as provided otherwise in this Agreement, CFL at its cost shall move and manage soil at its cost for both daily, intermediate cover, or any other Operator-installed cover, as defined in the Permits, or as otherwise is required by law or reasonably necessary for the operation of the Landfill.

10 Leachate

CFL shall at its cost design, construct, and maintain the leachate collection system, including but not limited to the holding tanks, storage, pumping, hauling, and disposal. CFL shall manage and coordinate leachate removal from holding tanks and shall remain responsible for any leachate overflows that could occur due to negligence in monitoring the holding tank contents. This obligation shall end as to any portions of the Vertical Expansion that are certified as closed by IDEM, at which time CFL's leachate obligations for the closed areas of the Vertical Expansion (except from waste in the Piggyback or Overlay areas) will be covered by Post-Closure Care obligations as outlined in this Agreement.

11 Groundwater

CFL shall at its own cost conduct all required or necessary groundwater monitoring and reporting required by IDEM to operate under this Agreement, including any monitoring and reporting required for the subsurface barrier wall to address existing groundwater impacts under the Landfill and shall provide all groundwater system maintenance and well replacement required by IDEM or other governmental agency. CFL shall provide a draft of any semi-annual groundwater report to the County for review fifteen (15) days prior to submitting the reports to IDEM for the County's review and comment. The County shall provide any input to CFL within

ten (10) days after the receipt from CFL. If the County fails to provide input within ten (10) days, CFL may file the report with IDEM without the County's input. The groundwater quality north of the Vertical Expansion will also be evaluated as part of the Horizontal Expansion due diligence. Should groundwater contamination be discovered at any point and at any place, the Parties shall cooperate in good faith to address such contamination. The County will be responsible for its share of groundwater contamination that is caused by the operations of the Vertical Expansion, but the County will have no responsibility for groundwater contamination caused by operations of the Horizontal Expansion.

12 Wetlands

- a. CFL shall ensure that it will not impact any wetlands within the Landfill Facility Boundary other than those wetlands for which impacts have been permitted. CFL will, at its cost, comply with all regulations regarding wetlands imposed by any governmental or regulatory body related to any operations or infrastructure work that has the potential to disturb wetlands unless such disturbances are beyond the control of CFL (such as impacts related to the installation of an RNG Facility or impacts caused by other County activities). CFL shall have no obligation to mitigate or pay for wetland obligations for activities taken by the County unrelated to Landfill operations.
- b. Due to Non-Judicial Settlement Agreements with the U.S. Army Corps of Engineers, Louisville District, the County and CFL agreed to purchase 2,302 stream mitigation credits and 9.3 wetland credits. The County paid for the first half of the mitigation credits and the remainder of the payments shall be paid by CFL in the approximate amounts and due dates: \$227,200 by December 31, 2026, and \$227,200 by December 31, 2027, and \$226,400 by December 31, 2028.

13 Inspections

CFL, at its cost, shall arrange, coordinate, or conduct all necessary or required inspections, monitoring, and reporting as required by any Permit issued for the Landfill including, but not limited to, groundwater, stormwater, leachate, landfill gas, daily cover, vegetation of Landfill slopes, and litter retention and removal.

14 Land Surveys

CFL, at its cost, shall arrange, coordinate, or conduct surveys necessary for operation of the Landfill, Permit compliance, financial assurance, construction, expansion, Capital Improvements, engineering studies, or otherwise, and shall promptly provide the County with copies of all such surveys. The County shall be responsible for any surveys related to property transfers or zoning.

15 Airspace

CFL, at its cost, shall manage and remain in compliance with all reporting requirements for Airspace and will share such information with the County.

16 Equipment

CFL, at its cost, shall supply and maintain at its cost all equipment necessary to operate the Landfill, except that the cost of any equipment provided by an RNG Contractor for increasing the reliability, quality, or quantity of landfill gas shall be paid for by the RNG Contractor.

17 Buildings

CFL, at its cost, shall erect, maintain, service, and insure any buildings, sheds, scale, houses, structures or other improvements required or necessary for the operations or maintenance of the Landfill. All temporary structures shall be removed as soon as the temporary structure is no longer used or necessary for construction, operations, or maintenance of the Landfill. Any building or improvement used or intended to be used for longer than one (1) year, with the exception of trade fixtures, or which otherwise meets the definition of a “fixture” under Indiana law, shall be deemed a fixture and shall remain as a permanent part of the Landfill.

18 Truck Scale and Scalehouse

CFL at its cost shall construct a new Landfill scalehouse and operate a scale certified by the State of Indiana. CFL has also installed and will utilize “ScaleIt” (or future upgrades or upgraded replacement products) as waste software, or other comparable software, and shall maintain the system with the latest and current software upgrades. CFL, at its discretion, may also operate a remote scalehouse at a transfer station to reduce traffic at the Landfill scales. Any remote scalehouses will operate a scale certified by the State of Kentucky or the State of Indiana, and which connects directly to ScaleIt. CFL, at its cost, shall install and operate cameras that show and record all vehicles entering and leaving the Landfill scalehouse. CFL, at its cost, shall obtain all the required Permits and approvals for the Landfill scalehouse. CFL shall promptly provide the County with all details of such plans, construction, and proposed operations of the Landfill scalehouse. CFL shall also promptly provide daily ticket reports listing the type of waste and disposal weight generated by Scale-It to the County twice per month which will be provided to the County electronically. Such bi-weekly reports will be provided five (5) days after the end of the reporting period. CFL shall also provide access to the video recordings of the loads to County personnel, who can review the video at the Landfill. If requested by the County, at County expense, CFL shall provide a means to upload video to the County. Such video footage shall be kept by CFL for a minimum of thirty (30) days after the reports are provided to the County. The Landfill scalehouse and software shall be operational within thirty (30) days of the Effective Date of this Agreement, and the cameras will be operational within two (2) years of the Effective Date.

19 Convenience Area

Within five (5) years of the Effective Date, CFL at its cost shall construct and operate a new convenience area (“Convenience Center”) for the purpose of receiving waste to accommodate vehicles and trailers that do not have a mechanical means of dumping waste, such as personal

vehicles and personal pickup trucks, etc. ("Convenience Vehicles"). The Convenience Center shall be located at or near the Landfill scalehouse as depicted in previous IDEM Permit applications and approved by IDEM. Once the Convenience Center is operational, non-commercial vehicles will cross the scales, and a load size will be estimated for purposes of billing. The Convenience Vehicles, after paying and crossing the scales, will be directed to the Convenience Center to unload their waste contents into roll-off containers. Once these roll-off containers become full, or at a minimum by the end of the working day, they will be transported to the Landfill scales and weighed to determine an actual weight being deposited into the Landfill. CFL shall maintain a daily log of the Convenience Center waste weights for use in tallying the monthly waste totals for purposes of IDEM reporting and Clark County Host Fee calculations and recorded as "Convenience Center Waste Transfer."

20 Soils/Burgin Property

Clark County acquired the Burgin Property to be used by CFL to provide soil cover for operations of the Landfill, which should provide sufficient soil cover and road construction materials for daily operations during the life of the Vertical Expansion. If reasonable projections show that for any reason the Burgin Property may not provide sufficient soil cover, CFL shall inform the County no less than two (2) years before additional soil is needed, and the County shall assist in locating additional soil sources, however, all costs associated with the acquisition and use of the soil shall be paid by CFL. CFL, at its cost, has already submitted an application to include the Burgin Property into the Landfill Permit. Five (5) acres of the Burgin Property may be used by CFL for maintenance shop, employee and heavy equipment parking, material storage, a solidification facility, and tire-chopping operations. CFL has provided a plan to the County which identified the five (5) acres as part of the Clark County's land use and zoning verification process. All costs, except land use revisions and approvals or any additional costs related to the RNG Facility, including but not limited to surveying, permitting, construction, and maintenance, of the Burgin Property shall be paid by CFL.

21 Other Businesses or Operators

CFL shall not operate or permit to operate on or around the Landfill Facility, including on the Burgin Property, any other businesses not related to Landfill or Landfill operations, without the written consent of the County and in compliance with any terms and conditions of this Agreement. Eco-Tech, LLC and other companies are hauling waste to the Landfill, contractors are routinely hired to perform services at the Landfill, and Eco-Tech, LLC drives trucks to the Landfill for the purpose of picking up leachate. Additionally, contractors often work at the Landfill. For any CFL-related businesses outside of these routine waste services, CFL shall provide to the County the details of all such businesses, including but not limited to the nature of the operations, a current and annual accounting of the revenue of the business, and a description of the affect the business has on the Landfill. CFL shall not have the right to sublease any property on the Landfill without the written consent of the County.

22 Annual Closure/Post-Closure Costs

- a. Annually, and as part of Permit modifications, CFL shall update the Vertical and Horizontal Closure/Post-Closure Plans and provide to

the County all the Financial Assurance cost information (including, but not limited to, surveys and engineering calculations necessary for any Permit applications and for annual updates to the Closure/Post-Closure cost calculations that the County provides to the State of Indiana) so that the County can complete its Financial Assurance Test documents for such annual updates and/or Permit modifications and provide such documents to IDEM. CFL shall provide this information thirty (30) days prior to when the Financial Assurance Test is due to IDEM (approximately June 15th for the annual updates).

- b. The Parties shall work together to minimize Closure and Post-Closure costs as much as possible, including consideration of alternative industry-accepted and IDEM-approved technology or techniques for final cover.
- c. The Parties shall cooperate to assess the information and to agree on Closure and Post-Closure costs. If the Parties disagree on costs, the cost used shall be that which IDEM approves with any Permit modification or as updated annually as approved by IDEM.
- d. CFL shall be responsible for integrating the Vertical and Horizontal Expansions to minimize the costs necessary for Closure and Post-Closure. The Parties shall work together to minimize Closure and Post-Closure costs as much as possible, including consideration of alternative industry-accepted and IDEM-approved technology or techniques for final cover.
- e. At least seven (7) years prior to the estimated final Closure of the Vertical Expansion (after expansion modifications are complete), the Parties shall meet to discuss the Closure Plan and a schedule of Closure Activities.

23 County Consultants

CFL shall cooperate with any employees or consultants engaged by the County to provide any information reasonably requested by the County about the Landfill. CFL shall provide the County's designated consultant with copies of all reports, correspondence or other materials provided to the County at the same time these materials are provided to the County. Promptly after the Effective Date of this Agreement, the County shall notify CFL in writing of the name and contact information of the person who is designated as the County's consultant to be copied. The County shall notify CFL of any change to the County's consultant.

24 RNG Contractor

CFL shall cooperate with the RNG Contractor to provide all information and assistance reasonably needed and requested by the RNG Contractor to provide the RNG services to the Landfill, as required by this Agreement.

25 Horizontal Expansion

If the Horizontal Expansion is approved, CFL shall design and operate the Horizontal Expansion consistent with best practices, in the sole discretion of CFL, except that CFL shall cooperate with the County to provide calculations for financial assurance, operate the Landfill to fulfill the County's obligations to the RNG Contractor, keep the County informed of its plans for operations, and develop a capital plan and Closure Plans as required by this Agreement. Such capital plans and Closure Plans will change from year-to-year depending upon the needs of the Landfill and shall be discussed by the Parties in the bi-monthly meetings.

26 No Liens

CFL shall ensure that no liens are placed on or to remain on the Landfill property.

B. THE COUNTY

1 Financial Assurance

The County shall be responsible to provide IDEM with all necessary information to satisfy the local government Financial Assurance Test to demonstrate financial assurance for Closure/Post-Closure for the Landfill including both the Vertical and Horizontal Expansions.

2 Soils/Burgin Property

The County acquired the Burgin Property to be used by CFL to provide soil for use as daily and intermediate cover and other Landfill support operations for the Landfill, and as of the Effective Date of this Agreement the Parties have sought to incorporate that property into the Landfill Facility Boundary. The County shall assist with any zoning or land use revisions or approvals required to incorporate other properties into the Landfill, at the County's expense. When additional soils are necessary (either for the Vertical Expansion or the Horizontal Expansion) the County shall assist CFL in identifying and acquiring (including by eminent domain, if necessary) additional property, except that CFL shall bear the cost of any such acquisition.

3 Road Maintenance

The County shall be responsible for the maintenance and repair of the entrance road, known as Roy Jackson Way, from S.R.60 to the point immediately after the bridge apron over Muddy Fork Creek; however, routine maintenance, such as sweeping and snow removal or damage due to excessive wear shall be the responsibility of CFL.

4 Audits, Inspections, and Annual Review

The County or its designated representative, including any consultant engaged by the County to consult on Landfill issues, shall have access to the entire Landfill operations and facilities during normal business hours, but they must coordinate any visit with the Operator with one (1) day advanced notice. The County shall inform CFL of any representative engaged to consult on Landfill issues and who will need access to the Landfill in advance of any visit. County representatives, such as Landfill consultants who are engaged by the County and familiar with the

Landfill, do not need an escort, but they shall be required to follow safety protocols, must sign in and out at the scalehouse, and may observe active dumping or earthwork only from a safe distance. All other County representatives shall be escorted around the Landfill consistent with CFL's visitor policy. The County, or its designated representative, shall have the right to demand an annual financial summary that complies with generally accepted accounting principles. For the first five (5) years after the Effective Date of this Agreement, the Parties anticipate that Capital Improvements will potentially exceed revenues and a negative profit and loss ratio for any of this period of time shall not be grounds to terminate this Agreement.

5 Consulting Firms

The County may, in its sole discretion, engage consultants to fulfill its ownership roles related to the Landfill, such as ensuring contract performance, compliance, and providing information referenced in this Agreement to CFL. Any consultants engaged by the County shall have no involvement in the actual operations or management of the Landfill and shall have no authority to dictate how CFL operates the Landfill. The County shall cooperate with CFL's consultants to issue Permit applications and updating regulatory requirements which require the County's authorization.

6 Cooperation

The County, through either the Commissioners or any consultant hired by the County, shall cooperate with CFL to provide any information reasonably requested by CFL about the Landfill, the Landfill Property, or any County funds related to the Landfill.

7 New Bonds

The County shall have no obligation to issue additional bonds for the Landfill. The County shall not issue new bonds for which CFL is responsible for payment of the debt service unless CFL consents to being responsible for the payment of such bonds.

8 Local Agreements

The County shall pursue and encourage interlocal agreements with municipalities and governmental units in Clark County to use the Landfill.

C. JOINT OBLIGATIONS FOR BI-MONTHLY MEETINGS

The Parties shall meet and discuss Landfill operations and planning at least every other month, with a schedule for the entire calendar year set by January 1 of each calendar year. These meetings may be virtual, except that at least two (2) meetings per year shall be in-person and at least two (2) meetings (may or may not be the virtual meetings) will be attended by at least one Clark County Commissioner.

- 1 The purpose of the meetings will be informative only. Any issue related to the Landfill or this Agreement may be addressed at the meeting. No actions or agreements by the Commissioners at the meeting will be binding upon the County, unless presented and voted upon at a duly noticed public

meeting of the Board of Commissioners.

- 2 At least fifteen (15) days prior to each meeting, CFL shall provide to the County an agenda for the meeting which shall include, an update on the conditions and performance of the Landfill, including but not limited to volumes of waste, any permitting, notices or enforcement issues with IDEM or any other governmental body, relevant market updates, and any other Landfill issues that need to be addressed.
- 3 At or prior to each monthly meeting, CFL shall provide the County with documentation necessary or helpful in addressing the issues to be discussed at the meeting.
- 4 Any Person necessary or desirable to discuss the anticipated issues at the meeting as appropriate may attend the meeting at the request of CFL or the County, and each will notify the other Party two (2) days prior to the meeting who will be attending the meeting on their behalf.
- 5 The County shall provide to CFL, five (5) days prior to the meetings, the total amount in each Landfill-related fund controlled by the County and updates as to any Landfill funds controlled by the County as well as notice of any potential issues the County would like to discuss; and
- 6 CFL shall maintain either an audio recording or minutes of the meetings and provide copies of the minutes to the County within fifteen (15) days after the meeting.

VI. ACCOUNTING AND FEES

A. Financial Records

CFL shall maintain accurate records of all revenue for the Landfill including but not limited to revenues from all operations, and disposal fees (except for RNG royalties and revenues), and records of fees it has paid to the County. The County shall timely be provided with this information upon request.

The County shall keep accurate record of the funds referenced below as well as accurate records of all RNG royalties and revenues as well as any other records required by this Agreement. CFL shall timely be provided with this information upon reasonable request.

B. Disposal Fees

CFL shall collect from all users of the Landfill, a fee for each ton of solid waste accepted for disposal at the Landfill. The gate rate shall be posted in a conspicuous location at or near the entrance to the Landfill. CFL shall have the right to modify the gate rate for commercial customers to offer bulk discounts or to charge special handling fees to be able to accept certain wastes at the Landfill. CFL shall use reasonable efforts to maintain competitiveness of the Landfill within the Southern Indiana and Louisville Metropolitan Area. CFL will charge the County for its current

regular waste needs the lowest gate rate charged to any commercial customer who brings in similar tonnages and the County shall pay for all tonnages it brings to the Landfill. Special waste and special handling costs for the County will be negotiated at the time of receipt consistent with how CFL charges similar customers.

C. Bi-Weekly Report

CFL shall provide to the County a bi-weekly report showing ticket reports from Scale-It and copies of the forms submitted to IDEM summarizing waste receipts after the end of each calendar quarter. If the records are unavailable due to a technology issue at the time they are due, CFL shall provide these records as soon as possible after the technology issue is remedied.

VII. COSTS AND PAYMENTS

A. Operational Costs

CFL shall pay all costs and related expenses necessary to operate the Landfill and to fulfill its obligations under this Agreement, including but not limited to all costs related to Vertical Expansion and Horizontal Expansion, utilities, future wetland mitigation in-lieu fees due to the U.S. Army Corps of Engineers, etc., except costs related to the operations of the RNG Facility, or obligations of the County, unless otherwise provided in this Agreement.

B. County Bonds Payments

Clark County previously passed three (3) bond ordinances related to the Landfill, and sold County Bonds to support operations or Capital Improvements of the Landfill. This Agreement is not intended to change and shall not be interpreted to change any of the obligations with regard to such County Bonds. For the sake of clarity, some of the obligations are repeated here.

1 Bond Proceeds Funds

- a. The County maintains funds ("Bond Proceeds Funds") from the sale of bonds ("County Bonds").
- b. The Bond Proceeds Funds are owned 100% by the County, and CFL has no ownership of or access to the Bond Proceeds Funds, and no right to direct the uses of Bond Proceeds Funds. To be clear, the County's obligations with regard to the Bond Proceeds Funds are to the Bondholders, citizens of the County, and the Landfill, not to CFL.
- c. The Bond Proceeds Funds are and shall be used only for Capital Improvement projects, as required by the terms of the County Bonds.
- d. Upon reasonable request by CFL for planning purposes, the County shall provide CFL with the amount of Bond Fund Proceeds available to fund Capital Improvement projects allowed by the terms of the

County Bonds.

- e. Use of the Bond Proceeds Funds shall be determined by the County, but the County shall not unreasonably withhold use of the Bond Fund Proceeds for Landfill Capital Improvement projects allowed by the terms of the County Bonds to the extent such funds are available.

2 Bond Payment Funds/Bond Debt Reserve Account

- a. CFL is obligated in January and July of each year to pay to the County, from Landfill revenues, an amount sufficient to pay the principal and interest payments due on the County Bonds.
- b. The County deposits CFL's payments, by allocation, into Bond Payment Funds accounts, from which the County's Bond payments are and shall be paid.
- c. Bondholders hold a first charge against the Landfill revenues, sufficient to pay obligations on the County Bonds.
- d. Bond obligations are paid from the Bond Payment Funds accounts.
- e. The Bond Debt Reserve Account funds shall be used to pay the final payment(s) due for the County Bond obligations. To the extent that the Bond Debt Reserve Account cannot pay for the entirety of the last and penultimate payments due for the County Bond obligations, the County shall give CFL notice within ninety (90) days of any deficiency in the Bond Debt Reserve Fund and of how much CFL shall pay to satisfy the County Bond obligations. Late notice shall not relieve CFL of the obligation to pay.
- f. Once the final payments of the County Bonds have been fully paid, and the projects for which the bond proceeds were obtained have been completed (or the bond proceeds have been exhausted on those projects), any remaining balance in the Bond Payment Fund accounts shall be transferred to Closure Fund I.
- g. CFL shall operate the Landfill in such a manner so that Landfill Airspace shall not be exhausted until after the last payment is made on the County Bonds, expected to be no later than January 15, 2041. However, if the Vertical Expansion is exhausted prior to January 15, 2041, and the Horizontal Expansion has not been approved by IDEM, CFL guarantees the payments of the County Bonds through January 15, 2041, or until the principal is paid in full, whichever is later.

C. Closure Obligations and Funds

1 Closure Fund I

Clark County shall establish a new interest-bearing or income-producing account, to the extent legally permissible. The account shall be referred to as the "Closure Fund I."

- a. Closure Fund I shall be maintained and controlled by the County, and CFL shall have no direct access to or control over Closure Fund I, but the County shall make available to CFL the information relating to the deposits, disbursements, and balance of funds in Closure Fund I.
- b. The County shall transfer funds from the current Closure Fund account (approximately \$2,232,909.79) and the current LIF Fund Account (approximately \$23,809.16) into Closure Fund I.
- c. To the extent there are funds currently held in a New Washington State Bank referred to as the Clark Floyd Landfill Trust, if possible, Clark County shall transfer these funds to Closure Fund I.
- d. Closure Fund I shall be used to fund the costs of Closure and Post-Closure requirements of the Vertical Expansion and for no other purpose, unless provided for in this Agreement.
- e. Disbursement from the Closure Fund I shall be made by the County consistent with an IDEM-approved Closure Plan and this Agreement, as needed.
- f. Disbursement of funds from Closure Fund I shall be made only:
 - i. upon request by CFL, upon a showing that (i) the disbursement of funds are needed to fulfill a requirement of Closure by IDEM, or other governmental regulation, action, or court order, (ii) the request is consistent with the IDEM-approved Closure Plan and/or Post-Closure Care Activities, and (iii) the request is supported by a specific plan of use, cost estimate, and schedule of activity, submitted by CFL, or
 - ii. upon request by CFL to support early Closure of portions of the Vertical Expansion (i) if the Parties agree the early Closure is advisable, (ii) the Closure is consistent with the Closure Plan, (iii) the request is supported by a specific plan of use, cost estimate, and schedule of activity, submitted by CFL; and (iv) the balance in Closure Fund I at the time of the request will support such a disbursement; or
 - iii. as otherwise necessary to fund a Closure or Post-Closure

Care requirement, if CFL is unable or unwilling to meet those obligations.

- g. CFL shall maintain records and, upon request by the County, provide proof that any Closure funds distributed have only been used for reasonable Closure or Post-Closure Care Activities.
- h. If there are insufficient funds in Closure Fund I to pay for any Closure or Post-Closure Care Activities of the Vertical Expansion, the County shall be responsible for any shortfall. Upon reasonable request by the County, the Operator shall assist in implementing the Closure and Post-Closure Care Activities, but it shall have no obligation to assist in the cost.
- i. If it is determined that that Closure Fund I balance is sufficient to meet the Closure and Post-Closure requirements as calculated by the IDEM-approved Closure and Post-Closure costs annually, the County shall have no further obligation to contribute Host Fees to Closure Fund I. If, after the County ceases to contribute Host Fees to the Closure Fund I, it is determined that the fund balance is insufficient to meet the IDEM-approved Closure and Post-Closure requirements, the County shall resume contributing Host Fees to the Closure Fund I.
- j. If this Agreement is terminated for any reason, all funds in Closure Fund I shall remain with the County and be used for Closure and Post-Closure Care Activities.
- k. CFL has no obligation to make contributions to Closure Fund I.

2 Closure Fund II

Clark County and CFL shall jointly establish a new interest-bearing or income-producing escrow account, to the extent legally permissible. The account shall be referred to as “Closure Fund II.”

- a. If the Horizontal Expansion is granted, CFL shall be responsible for completing all Closure and Post-Closure Care Activities for the Horizontal Expansion and Piggyback areas, using Closure Fund II.
- b. Closure Fund II shall be maintained and controlled by an independent escrow agent (“Escrow Agent”) agreed to by the Parties. The Parties will cooperate in good faith to enter into a joint agreement (“Escrow Agreement”) with the independent financial institution to serve as Escrow Agent to administer Closure Fund II. Neither the County nor CFL shall have direct access to or control over Closure Fund II, but the County and CFL shall have access to all the information relating to Closure Fund II, including but not

limited to deposits, disbursements, and balance of funds. The Parties shall cooperate to establish a form for an Escrow Agreement within one hundred and eighty (180) days of the Effective Date of this Agreement. The terms of the Escrow Agreement shall be consistent with this Agreement, but in the event of any inconsistency, this Agreement shall prevail. The Escrow Agreement may be modified as required by the Escrow Agent selected by the Parties. The Escrow Agent shall be identified no later than ninety (90) days before any Escrow Agreement shall be effective. If for any reason the Escrow Agent selected cannot serve, the Parties shall cooperate in good faith to select an appropriate replacement.

- c. Closure Fund II shall be used to fund Closure and Post-Closure requirements of the Horizontal Expansion and Piggyback area and for no other purpose, unless provided for in this Agreement.
- d. Disbursement from the Closure Fund II shall be made by the Escrow Agent consistent with this Agreement, the Escrow Agreement, and IDEM-approved Closure and Post-Closure Plans, as needed.
- e. Disbursement of funds from Closure Fund II shall be made only upon request by CFL and agreement by the County, upon a showing that
 - i. the disbursement of funds is needed to fulfill a requirement of an IDEM-approved Closure or Post-Closure Plan, or other governmental regulation, action, or court order;
 - ii. the request is consistent with the IDEM-approved Closure or Post-Closure Plan;
 - iii. the request is supported by a specific plan of use, cost estimate, and schedule of activity, submitted by the CFL ; and
 - iv. the balance in Closure Fund II at the time of the request is sufficient to cover such a disbursement.
- f. CFL may request disbursement from the Escrow Agent and shall copy the County on such disbursement request. The Escrow Agent shall make a disbursement pursuant to the request if the County does not object to the disbursement within thirty (30) days, unless the Agreement has been terminated.
- g. The Operator shall maintain records and, upon request by the County, provide proof that any Closure funds distributed have only been used for reasonable Closure or Post-Closure Care Activities of the Horizontal Expansion or the Piggyback areas.

- h. If this Agreement is terminated for any reason, all funds in Closure Fund II shall remain in the account to be used for Closure and Post-Closure requirements.
- i. If Closure Fund II has insufficient funds to pay for the Closure and Post-Closure requirements of the Horizontal Expansion and Piggyback areas, CFL shall be responsible for the excess Closure and Post-Closure costs, unless the County wrongfully terminated the Agreement.
- j. If Closure Fund II has a sufficient balance (10% above the pro-rata estimate of the funding obligation as calculated by the IDEM-approved Closure/Post-Closure costs annually) to meet Closure and Post-Closure obligations of the Horizontal Expansion and Piggyback area, taking into account future revenues, any excess shall be a credit against future Closure payments required by CFL. If, upon application of CFL and agreement by the County that Closure Fund II is fully funded to meet all obligations for Closure and Post-Closure obligations required by an IDEM-approved Closure and Post Closure Plan for the Horizontal Expansion and Piggyback areas, then CFL shall no longer be required to make further contributions to Closure Fund II. At that time, CFL payments to Closure Fund II shall be suspended and Horizontal and Piggyback gas royalties shall be paid directly to CFL, until and unless the amount of funds in Closure Fund II is determined to be insufficient to meet CFL's Closure and Post-Closure obligations for the Horizontal Expansion and the Piggyback areas, when the obligations of CFL for payments to Closure Fund II shall resume.
- k. If there is a balance in Closure Fund II after all of the Closure and Post-Closure requirements have been satisfied, any remaining funds shall be distributed at the sole discretion of CFL.
- l. The County has no obligation to make any contribution to Closure Fund II, except that it shall deposit CFL's share of the RNG gas royalties as provided in this Agreement.

D. Piggyback Area Closure CFL shall be responsible for the Closure and Post-Closure Care Activities of the Piggyback areas.

E. Host Fees

- 1 The Operator shall pay to the County a Host Fee per ton of all waste disposed at the Landfill.
- 2 The Host Fee shall be paid according to the following schedule ("Host Fee Schedule"):

Year	Per Ton Rate
Through – December 31, 2026	\$1.40
2027	\$2.00
2028	\$2.25
2029	\$2.50
2030	\$2.75
2031	\$3.00
2032*	\$3.25
2033	\$3.50
2034	\$3.75
2035	\$4.00
2036	\$4.25
2037- End of Contract	\$4.25 plus higher of 3% or Consumer Price Index or CPI
*There is no agreement or understanding that the Rates will be changed, but the Parties have agreed to review and discuss Rates along with other contractual provisions in June of 2032, as provided below.	

- 3 The Host Fee shall be paid quarterly, one quarter in arrears by the 15th of the following month (for example, the 1st calendar quarter Host Fees shall be paid by July 15th).
- 4 CFL shall continue to pay Host Fees so long as waste is accepted in the Landfill, Vertical Expansion, Horizontal Expansion, and Piggyback areas. CFL's obligation to pay Host Fees terminates when CFL stops accepting waste for disposal.
- 5 The County shall deposit the Host Fees into Closure Fund I, except that the County may withhold from the Host Fees up to \$250,000 annually to be used for the County's administrative fees, costs, and expenses associated with the Landfill, including but not limited to the cost of a consultant, legal fees related to oversight or cooperation required under this Agreement (such as attending IDEM meetings), similar expenses associated with the RNG Contract, etc. Any amount of the \$250,000 that is not incurred during the calendar year shall be paid into Closure Fund I. If the County can demonstrate that the administrative expenses for the operation of the Landfill exceed this amount in any given year, the County shall provide notice to CFL by January 31st (prior to any additional withholding) of the additional amounts the County contends are unnecessary and after such notice the County may withhold up to the actual amount of those administrative expenses. If CFL disagrees with the increased withholding it may use the Dispute Resolution Process to challenge such increases. After 2030, the maximum number shall increase each year consistent with the

greater of 3% or latest CPI or as demonstrated necessary to cover administrative costs.

F. Gas Royalties, Revenues, and Payments

The County intends to enter into an RNG Contract, which is expected to provide gas royalty payments and possibly GCCS enhancements to the County. Funds received by the County pursuant to the RNG Contract shall be handled as follows:

- 1 **Revenue Year Defined** Until gas royalties received from the RNG Contractor reach \$750,000 in a single year, the year is deemed to be a "Partial Revenue Year." The first year in which gas royalties received from the RNG Contractor are at least \$750,000, and every year thereafter, shall be deemed a "Full Revenue Year" regardless of the actual amount of revenue received.
- 2 **GCCS Enhancements**
 - a. Any up front, non-royalty payments received from the RNG Contractor designated for GCCS enhancement ("GCCS Enhancement Payments"), shall be paid to CFL up to the sum of \$1,500,000 to be used exclusively for improvements to the GCCS (including for reimbursement for expenses already incurred by CFL). Any GCCS Enhancement Payments funds paid by the RNG Contractor above \$1,500,000 shall be held by the County and disbursed to CFL upon a demonstration that funds are needed to complete GCCS improvements required by the RNG Contract or are prudent for operations or the improvement of the Landfill GCCS system. CFL shall provide records of the expenses for which it seeks reimbursement to the County, and the County will not unreasonably withhold such reimbursement.
 - b. If GCCS Enhancement Payments received from the RNG Contractor prior to the end of the first two (2) Full Revenue Years of gas revenue is less than \$1,500,000, then CFL shall receive funds from gas royalties in an amount sufficient to make the total payments to CFL for GCCS enhancements equal \$1,500,000 ("Deficiency GCCS Enhancement Payments"). In no event shall the Deficiency GCCS Enhancement Payments exceed \$1,500,000.
 - c. Gas royalties paid to CFL for Deficiency GCCS Enhancement Payments, shall be calculated as follows:
 - i. If the GCCS Enhancement Payments are less than \$1,500,000, then CFL shall receive the gas royalties from any Partial Revenue Year until the GCCS Enhancement Payments plus the Deficiency GCCS Enhancement Payments equal \$1,500,000.

- ii. If the combined GCCS Enhancement Payments, plus the Deficiency GCCS Enhancement Payments, are still less than \$1,500,000 in the first Full Revenue Year, then CFL shall receive the remaining amount of the Deficiency GCCS Enhancement Payments in two equal payments to be made from the first dollars received in each of the first two Full Revenue Years. Examples:
 - (A) If \$1,000,000 of GCCS Enhancement Payments are received from the RNG Contractor pursuant to the RNG Contract and \$500,000 of gas revenue is received in a Partial Year, then CFL shall receive that \$1,000,000, plus \$500,000 as the full amount of GCCS Enhancement Payments.
 - (B) If \$500,000 of GCCS Enhancement Payments are received from the RNG Contractor pursuant to the RNG Contract and \$250,000 of gas revenue is received in a Partial Year, then CFL shall receive an additional \$750,000 in Deficiency GCCS Enhancement Payments paid \$375,000 in the first Full Revenue Year and \$375,000 in the first Second Full Revenue Year
 - (C) If no GCCS Enhancement Payments are received from the RNG Contractor pursuant to the RNG Contract and CFL receives \$100,000 of Deficiency GCCS Enhancement Payments in a Partial Year, then CFL shall receive an additional \$1,400,000 in Deficiency GCCS Enhancement Payments paid \$700,000 in the first Full Revenue Year and \$700,000 in the first Second Full Revenue Year,
- d. Payments to CFL for GCCS enhancements shall not affect other gas royalty revenue to be paid to CFL.
- e. If during the term of the RNG Contract, the RNG Contractor makes any additional payments designated for enhancement, reliability, quality improvements, or quantity improvements for the GCCS system (other than up front GCCS enhancements), such payments shall not be considered a royalty. If such additional payments are made in prior to the end of the second Full Revenue Year, then they shall be used to offset and refund the Deficiency GCCS Enhancement Payments made to CFL. If such additional funds are received after the second Full Revenue Year, there will be no obligation to offset or repay gas royalty funds that were used to fund any deficiency for GCCS enhancements. Examples:

- i. If GCCS Enhancement Payments plus Deficiency GCCS Enhancement Payments paid to CFL before the end of the second Full Revenue Year total \$1,500,000 and CFL received additional GCCS Enhancement Payments from the RNG Contractor in the amount of \$500,000, then CFL will be obligated to repay \$500,000 of Deficiency GCCS Enhancement Payments, which shall be paid directly into Closure Fund I.
- ii. If GCCS Enhancement Payments Deficiency GCCS Enhancement Payments paid to CFL before the end of the second Full Revenue Year total \$1,500,000 and CFL receives an additional enhancement payment from the RNG Contractor in the third Full Revenue Year, then CFL will not be required to make any payment to Closure Fund I to offset or refund the Deficiency GCCS Enhancement Payments.

3 Gas Royalty Payments for Vertical Expansion

Gas royalty payments and all other revenue (except GCCS Enhancement Payments received at any time) received from the RNG Contractor for the Vertical Expansion shall be paid as follows:

- a. If the first year in which gas royalties are received the total GCCS Enhancement Payments are less than \$750,000, then that year will be deemed to be a Partial Revenue Year, and any gas royalties shall be distributed to CFL as GCCS Enhancements.
- b. The first \$750,000 per year of any royalty payments received, after payment of any GCCS enhancements to CFL as provided above, if applicable, shall be deposited into Closure Fund I.
- c. Any gas royalty payments received in excess of the \$750,000 paid into Closure Fund I shall be allocated eighty percent (80%) to the County, which shall be deposited into Closure Fund I, and twenty percent (20%) to CFL, which shall be paid directly to CFL. If the Horizontal Expansion is denied, any and the Agreement terminates as provided below, then all gas royalty payments paid after the termination is effective shall be deposited into Closure Fund I.
- d. Gas revenue for Post-Closure Care Activities shall be shared the same as provided above, except that if the Horizontal Expansion is denied, and the Agreement terminates for any reason, then all gas royalty payments for the Vertical Expansion received after the termination is effective shall be deposited into Closure Fund I.

4 Gas Royalty Payments Horizontal Expansion and Piggyback Area

If Horizontal Expansion is approved, Landfill Gas from the Horizontal Expansion (including the Piggyback area) shall be separately metered. Gas royalty payments and all other revenue (except GCCS Enhancement Payments received at any time) received at any time from the RNC Contractor for the Horizontal Expansion, including the Piggyback area, shall be paid as follows :

- a. twenty percent (20%) to the County, which shall be deposited into Closure Fund I, and
- b. eighty percent (80%) to CFL which shall be deposited into Closure Fund II.
- c. The County shall pay CFL's share of payments from the RNG Contractor into Closure Fund II within thirty (30) days of the County's receipts of those funds.
- d. Gas revenue shares during Post-Closure Care Activities for the Horizontal Expansion shall be shared the same as provided above.

G. Payments into Closure Fund II from Operations of the Horizontal Expansion/Piggyback

- 1 For the first year CFL begins placing waste in the Horizontal Expansion, CFL shall pay equal quarterly installments into Closure Fund II, calculated as follows:
 - a. Dividing the prior year's full-year tonnage
 - b. By the estimated capacity of the plans and costs submitted to and approved by IDEM for Closure and Post-Closure costs attributable to the Horizontal Expansion and Piggyback areas (taking into account the number of cells actually permitted to accept waste) minus ten percent (10%);
 - c. Then, subtract any gas revenue amounts deposited into the Closure Fund II for the prior year;
 - d. Then, divide by four (4).
- 2 After the first year, payments will be based on the actual tonnage placed in the Horizontal Expansion and/or Piggyback area in the prior year.
- 3 The payments to Closure Fund II shall be trued up on an annual basis to match the calculation based upon the actual waste deposited into the Horizontal Expansion and Piggyback area. If there is an overpayment, the Operator shall receive a credit for the next quarter. If there is a deficit, the

Operator shall pay the deficient amount to Closure Fund II within ninety (90) days. If there is a dispute relating to the amount of the calculation, the deposit to Closure Fund II shall be the midpoint between the Operator's calculation and the County's calculation, subject to a resolution using the Dispute Resolution Procedures.

H. ADJUSTMENTS

- 1** The Parties have computed and agreed upon the Host Fee Payment Schedule and gas royalty and other contributions to the Closure Fund I and II based upon estimates of capacity of the Landfill, anticipated Vertical Expansion, approval of Horizontal Expansion, projected gas revenues, and estimated costs for Closure and Post-Closure requirements for the Landfill. The Parties acknowledge that these are only estimates and that numbers could change because of market conditions, legal requirements, performance of the GCCS system (gas quantities and qualities, for example), actions by IDEM, and other factors. Therefore, the Parties shall take the following actions to consider whether to make adjustments:
- 2** Meet and Confer Process:
 - a.** The Parties shall meet first in June 2032 ("Assessment Meeting") to reassess the status of the Landfill, Closure Fund I and Closure Fund II (if it has started to be funded at that time), Host Fees, and any other provision of this Agreement deemed relevant by the Parties, to determine if any adjustments should be made.
 - b.** At least sixty (60) days prior to the scheduled Assessment Meeting, CFL shall present information and documents to the County to be considered at the Assessment relating to:
 - i.** The financial performance of the Landfill;
 - ii.** The market conditions of the industry generally and in the Greater Louisville area specifically to the extent possible;
 - iii.** The capacity of the Landfill and any general or specific plans for the next five (5) years of operations;
 - iv.** The status of the Capital Improvements at the Landfill and any general or specific plans for Capital Improvement for the next five (5) years of operations;
 - v.** The status of any IDEM actions, including but not limited to Permit modifications and particularly the status of the Horizontal Expansion;
 - vi.** Information relating to any past or ongoing Closure activity,

- and any planned Closure or Post-Closure Care Activities;
- vii.** Information related to then-current estimates of Closure costs and Post-Closure Care Activities;
 - viii.** Information related to Host Fee revenue for the previous five (5) years and estimates for Host Fee revenue for the next five (5) years;
 - ix.** Information showing gas production, gas royalties, and revenues for the previous five (5) years and estimates for the next five (5) years;
 - x.** Balances in Closure Fund I and Closure Fund II; and
 - xi.** Any other information or document CFL believes is necessary for the Parties to review and consider.
- c.** At least sixty (60) days prior to the scheduled meeting, the County shall present information and documents to the CFL to be considered at the meeting relating to:
- i.** Balances of any accounts and scheduled payments relating to any outstanding County Bonds related to the Landfill;
 - ii.** Balances of accounts and activity of Closure I and Closure Fund II; and
 - iii.** Any other information or documents the County believes is necessary for the Parties to review and consider.
- d.** At least fifteen (15) days prior to the Assessment Meeting, CFL and the County shall supplement any information or document to be considered at the meeting, including but not limited to any information and documents to refute, clarify, or explain, information received from the other Party.
- e.** The Assessment Meeting shall be held in person at the Clark County Government Center at a time and place agreed to by the Parties. If the Parties cannot reach an agreement on a date and time, the meeting shall be held on the second Tuesday of June 2032, beginning at 10:00 a.m. and thereafter on the second Tuesday of June.
- f.** The Assessment Meeting shall be attended by the President and CEO of CFL and may be attended by any internal or external (environmental, financial, or other) expert for CFL, legal counsel for CFL, any other representative of CFL deemed necessary for the

meeting; and any invited witness deemed necessary by CFL to address the information or documents to be discussed at the meeting.

- g. The Assessment Meeting shall be attended by at least one of the Commissioners and may be attended by any internal or external (environmental, financial, or other) expert for the County, legal counsel for County, any other representative of the County deemed necessary for the meeting; and any invited witness deemed necessary by the County to address the information or documents to be discussed at the meeting.
- h. The Assessment Meeting may not be recorded unless both Parties consent, but the County shall take minutes of the meeting and shall make the minutes available for review by CFL at least thirty (30) days after the Assessment Meeting.
- i. At the Assessment Meeting CFL and the Commissioners shall consider and discuss in good faith all information and documents presented to determine if the Landfill is attracting sufficient market share and whether sufficient revenue is being generated to meet any anticipated short-term costs (in the next five (5) years) and required Closure or Post-Closure Care Activities.
- j. If the Parties agree that adjustments are necessary to increase or decrease Host Fees, to adjust the administrative fee of the County, to alter allocations of gas revenue, to alter contributions to the Closure Funds, to make any other changes to this Agreement, then the Parties shall agree in writing to a new schedule, effective date, and any other any term or condition agreed upon, as a proposed amendment to this Agreement. If the Parties do not reach any agreement at the Assessment Meeting but desire to continue discussions, the Parties may agree on an extension of time for any subsequent meeting or informal post-meeting discussions to occur.
- k. Any proposed amendment shall be signed by the Parties and shall be presented to the Clark County Commissioners at the next public Commissioners' meeting. No proposed amendment is valid and enforceable until and unless it is signed by both Parties, and the proposed amendment is submitted to and approved by the Commissioners at a public meeting.
- l. If the Parties cannot reach an agreement on whether adjustments or changes are necessary, the Parties may utilize the Dispute Resolution Procedures set forth in this Agreement, except that there is no need to demonstrate that a material breach has occurred or will occur before delivering a Notice of Dispute. The Party advocating for an adjustment to the schedule or other change shall have the

burden of proof. If both Parties are advocating for adjustments or changes, but there is no agreement on the adjustments or changes to be made, then each Party shall have the burden of proof as to that Party's positions. Until the issue in the Notice of Dispute is decided, all terms of the Agreement shall remain unaltered.

3 Frequency of Meeting to Consider Adjustments:

- a. The next Assessment Meeting shall be no sooner than three (3) years from the date of the last Assessment Meeting, unless the Parties specifically agreed to an alternative date.
- b. Subsequent Assessment Meetings shall follow the same procedures as the initial assessment meeting.
- c. If either Party believes that circumstances exist that require an earlier Assessment Meeting, then the Party shall present the information to demonstrate why an earlier Assessment Meeting is necessary. If the Parties agree, then the Parties shall meet, but such meeting shall not cause a change to the regular meeting schedule unless such a change is expressly established in a new amendment.

VIII. PROTECTIONS AND FINANCIAL SECURITY

A. Representations and Warranties of Clark County

- 1 Clark County represents that it is authorized, with full legal right, power, and authority to enter into and to fully perform its obligations hereunder;
- 2 Clark County has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against Clark County in accordance with its terms;
- 3 The entry of this Agreement does not violate any law or government regulation applicable to Clark County nor does it conflict with or violates any term of any other agreement by which Clark County is bound; and
- 4 Clark County warrants that the approval of Floyd County is not required for this Agreement to be binding upon Clark County and Clark County agrees not to assert that this Agreement is invalid for lack of Floyd County's approval.

B. Representations, Covenants, Warranties, and Protections relating to CFL Ownership and Control.

CFL represents, warrants, and covenants that:

- 1 It is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Indiana, its state of domicile.
- 2 At all times relevant to this Agreement, CFL shall remain in good standing under the laws of the State of Indiana.
- 3 CFL has all requisite power and authority, corporate or otherwise, to conduct its business as presently conducted and to own its present property and assets and has requisite power and authority, corporate or otherwise, to execute, deliver, and perform all of its obligations under this Agreement.
- 4 The execution, delivery, and performance by CFL of this Agreement have been duly authorized by all necessary company action, do not and will not violate any provisions of any existing law, rule, regulation, writ, judgment, injunction, decree, determination or award of any court of governmental body by which CFL is bound, and the Operating Agreement of CFL, and do not and will not result in a breach of or constitute a default under any, indenture, loan agreement, credit agreement or any other agreement, lease, or instrument to which CFL is a party or by which CFL is bound.
- 5 CFL and its owners are current in all tax filings and have paid all taxes that are due or have been assessed leaving no unpaid tax levies or liens on their assets as a result of the failure to pay or to timely pay taxes of any kind.
- 6 CFL shall establish a five (5) member board with at least two (2) non-Lee Family members who each have at least seven (7) years of landfill/waste industry management experience that will be knowledgeable with CFL's obligations in this Agreement and will ensure that CFL is managed to remain in compliance with this Agreement. The CFL governance documents shall be amended, as necessary, to conform to the requirements of this Agreement. CFL shall provide the County with the names and contact information for each of the initial board members, and update the list each year if there have been changes from the previous year. CFL shall provide the County with copies of the corporate governance documents for CFL if requested.
- 7 If after the first six (6) years of this Agreement, the County demonstrates a good faith concern for CFL's ability to perform its obligations under this Agreement, then upon reasonable request, CFL shall provide to the County, the necessary documents, including a then-current financial statement for CFL, to demonstrate its financial ability to perform its obligations under this Agreement. Any dispute relating to CFL's ability to perform under this Agreement shall be subject to the Dispute Resolution Procedures.
- 8 Except as provided in this Agreement, the Lee Family shall continue with the ownership and control of CFL during the Term of this Agreement, with at least one (1) Lee Family ownership representative with seven-plus (7+)

years of Landfill management experience being actively and directly involved in the day-to-day operations or direct oversight of the day-to-day operations of the Landfill. If CFL intends to engage an independent non-Lee Family individual to oversee the operations of the Landfill, CFL shall promptly notify the County of the individual who will assume that role and the qualifications of that individual. Any non-Lee Family individual hired by CFL to oversee the day-to day operations of the Landfill shall have at least seven plus (7+) years of landfill management experience.

- 9 Upon execution of this Agreement, CFL shall provide confirmation and verification of ownership of CFL to the County, which shall confirm and verify that the Lee Family or an entity owned or controlled by the Lee Family controls at least 75% of the ownership and control of CFL. Upon reasonable request, CFL shall provide governance documents that demonstrate the ownership percentages of CFL. CFL shall provide prompt notice to the County, at least thirty (30) days prior to any ownership change that causes the Lee Family to own or control less than 51% of the controlling interest of CFL during the Term of this Agreement, and shall confirm the exact description of such change along with the new ownership structure. If upon any change that causes the Lee Family to have less than 51% of control of CFL, CFL and each of its owners, upon a reasonable and good faith request, shall provide to the County, sufficient financial information to allow the County to assess whether the new control block of the CFL can provide adequate financial assurance and will guarantee the performance of this Agreement. The Parties shall negotiate in good faith if there is any disagreement on the adequacy of the financial assurances or guarantee, and any disagreement shall be subject to the Dispute Resolution Procedures.

C. Performance Bond

Within sixty (60) days of execution of this Agreement, and on or before January 1st of each calendar year thereafter during the pendency of this Agreement, CFL shall procure and pay all costs for a performance bond issued in favor of the County and the State of Indiana, for the purpose of indemnifying the County and the State of Indiana for any loss resulting from the failure of CFL to fully comply with all of the terms and provisions of this Agreement. Copies of the bond shall be furnished to the County. This bond is in addition to all other indemnification obligations set forth in this Agreement. The Amount of the bond shall be:

Date	Amount of Performance Bond
Effective Date-end of 2036	\$1,500,000
2036-2040	2,000,000
2041-2045	\$2,500,000
2046-(until closure is complete)	\$3,000,000

The Performance Bond is intended to cover CFL's annual obligations to perform under this Agreement and is not intended to guarantee CFL's Closure obligations, so long as the Closure

Fund II is being funded pursuant to this Agreement. Beginning in 2036, if CFL is not in breach of this Agreement, CFL shall have the option to present to the County an alternative form of financial assurance in the same amount stated (for example, a restricted escrow account or a trust agreement for the benefit of the County). The County shall consider any such proposal in good faith.

D. Liability Insurance

- 1 Upon execution of this Agreement, CFL shall procure and at all times during the Term of the Agreement, maintain in full force and effect insurance policies with (i) worker's compensation insurance, covering liability under applicable worker's compensation law meeting or exceeding statutory coverage levels, with employer's liability insurance of at least \$1,000,000 for each accident; and (ii) comprehensive general liability and property insurance in a combined single limit of not less than \$5,000,000 for death and injury to any person(s) or for property damage as a result of any one occurrence which may arise out of or in connection with the performance of obligations under this Agreement or the RNG Contract.
- 2 CFL shall provide to the County forty-five (45) days advanced written notice of any termination or material change in coverage.
- 3 All policies must name the County and the RNG Contractor as additional insureds, and shall be placed with insurers reasonably acceptable to the County and the RNG Contractor.
- 4 CFL shall provide the County and the RNG Contractor with certificates of insurance evidencing the coverage required under this Agreement.
- 5 CFL shall make copies of policies available upon request.
- 6 The Parties shall review the liability insurance requirements in each Assessment Meeting.

E. Indemnification

CFL shall fully indemnify, hold harmless, and defend, the County, and its Commissioners, Councilmembers, directors, officers, agents, servants, and employees from and against any and all claims or actions of whatsoever kind or character, whether real or asserted, arising out of or in connection with CFL's operations or performance of this Agreement, or CFL's obligations for Vertical and Horizontal Expansion, except to the extent such claims or suits arise out of or are based upon the sole negligent acts or omissions of the County or their directors, officers, agents, servants, or employees.

If any action or claim shall be brought or asserted against the County or their Commissioners, Councilpersons, directors, officers, agents, servants, or employees, for which indemnity may be sought from CFL, then the County or any such person shall promptly notify CFL in writing. CFL shall have the option within thirty (30) calendar days of receiving such notice elect to assume the defense, including employment of legal counsel of CFL's choice and the

payment of all expenses, which shall be paid as incurred. If CFL shall not make such an election, CFL shall pay all reasonable costs and expenses incurred by the County or the Commissioners, Councilpersons, directors, officers, agents, servants, or employees in the defense of such action or claim. The County or any of the County's agents shall have the right to employ additional or personal counsel in any such action and to participate in the defense at the expense of the County or its agents. CFL shall not have the right to enter into any settlement or to make any admission on behalf of the County without the approval of the County.

The County shall fully indemnify, hold harmless, and defend, CFL and its directors, officers, agents, servants, and employees from and against any and all claims or actions of whatsoever kind or character, whether real or asserted, arising out of or in connection with the County's performance of this Agreement, or the County's failure to comply with its obligations as outlined in this Agreement or the County's unreasonable withholding of any approvals necessary to the continued operation of the Landfill, except to the extent such claims or suits arise out of or are based upon the sole negligent acts or omissions of CFL or its directors, officers, agents, servants, or employees.

If any action or claim shall be brought or asserted against CFL or its directors, officers, agents, servants, or employees, for which indemnity may be sought from the County, then CFL or any such Person shall promptly notify the County in writing. The County shall have the option within ten (10) calendar days of receiving such notice elect to assume the defense, including employment of legal counsel of the County's choice and the payment of all expenses, which shall be paid as incurred. If the County shall not make such an election, the County shall pay all reasonable costs and expenses incurred by CFL or its directors, officers, agents, servants, or employees in the defense of such action or claim. CFL or any of CFL's agents shall have the right to employ additional or personal counsel in any such action and to participate in the defense at the expense of the CFL or agents. The County shall not have the right to enter into any settlement or to make any admission on behalf of CFL without the approval of CFL.

Notwithstanding any other terms of this Agreement, claims that give rise to indemnity rights in favor of both the County and CFL under this section shall be apportioned between the County and CFL according to the percentage of fault of each of the Parties.

The provisions of this section shall survive the termination or expiration of this Agreement.

IX. GAS COLLECTION AND CONVEYANCE SYSTEM

A. RNG

It is in the best interests of the Parties for the County to enter into an RNG Contract with a third-party RNG Contractor, which term shall include any successor or replacement RNG Contractor engaged by the County from time-to-time, in its sole discretion. If the RNG Contractor will agree, the County will seek to enter a three-way RNG Contract with CFL as a party to the RNG Contract. The County and CFL shall cooperate in good faith to provide the information necessary to negotiate and finalize the RNG Contract.

Subject to the RNG Contract, the RNG Contractor will obtain the rights and title to Landfill Gas consisting primarily of methane and carbon dioxide produced from decomposing refuse within

the Landfill (all such gas produced and extracted from the Landfill is referred to as “**Landfill Gas**”) to process such Landfill Gas into RNG at the RNG Contractor’s RNG Facility located on land leased by the RNG Contractor pursuant to a lease with the County (the “**RNG Facility**”). Once converted, the RNG Contractor will resell the RNG to third -parties to generate revenue to the Parties as provided for in this Agreement.

B. CFL’s Responsibilities

- 1 CFL shall make reasonable and good faith efforts to operate the Landfill to ensure compliance with all obligations and responsibilities under the RNG Contract.
- 2 CFL shall operate the GCCS system in compliance with its Title V Air permit, as may be amended from time to time and in compliance with any federal, state, or permit requirements. To the extent there is a conflict with legal compliance in the operations of the Landfill, and performance expectations of the RNG Contract, CFL shall first meet the regulatory requirements before fulfilling all of the obligations of the RNG Contract.
- 3 CFL shall promptly inform the County and the RNG Contractor of any operational changes or decisions that might reasonably and materially affect Landfill Gas collection. Such notice shall include reasonable detail regarding the nature, scope, expected duration, and anticipated impacts of the change or decision. CFL, consistent with landfill industry practices, will ensure that the RNG Contractor’s operations are not negatively affected by CFL’s changes and maintain continuity and performance of Landfill Gas supply.

C. County’s Responsibilities pursuant to RNG Contract

- 1 To the extent that the RNG Contractor shares any revenue statements, gas quality information, or reports regarding royalties or other revenues, or any records about the performance of the GCCS system specifically or the Landfill generally (including gas quality measurements) with the County and not with CFL, then the County shall promptly provide copies of all such documents to CFL.
- 2 If the RNG Contractor fails in its obligations under the RNG Contract or manages the leased portion of the RNG Facility location, such that the RNG Contractor’s actions impact the Landfill or any provisions of this Agreement, the County will assist CFL in requesting that the RNG Contractor cure any such breaches.
- 3 The County will not agree to any changes in the RNG Contract that materially increase the cost to CFL without CFL’s consent.
- 4 The County shall not agree to have the RNG Contractor take over management of the wellfield consultation and coordination without CFL’s

consent, which consent will not be unreasonably withheld.

X. TERMINATION

This Agreement may be terminated prior to the expiration of the Term only as provided in this Agreement.

A. Mutual Agreement

This Agreement may be terminated upon the mutual written agreement of the CFL and the County.

B. Material Breach

If a Party materially breaches this Agreement, the non-breaching Party may provide written notice of a material breach and its intent to terminate the Agreement, setting forth with reasonable particularity a description of the material breach and any reasonably acceptable cure for the material breach ("Notice to Terminate").

- 1 If the alleged material breach is for the failure to meet a financial obligation under this Agreement, including but not limited to maintaining a performance bond or liability insurance, then the breaching Party shall have the right to cure the breach within sixty (60) days to cure the breach before the Dispute Resolution Process can commence.
- 2 A Party shall have and one-hundred and twenty (120) days to cure any other performance obligations. If an alleged material breach is not cured within the allotted time, then the Dispute Resolution Procedures may be commenced to address the Disputed Issue.
- 3 All Notices of Termination for a material breach shall be addressed using the Dispute Resolution Procedures without a cure period.

C. Operation of Law

The Agreement shall be deemed terminated if an order of a court of competent jurisdiction or by either the U.S. EPA or IDEM requires Closure of the Landfill, requires Closure or requires the fulfillment of the obligations as directives in the order that make it economically unfeasible to continue the operations of the Landfill or this Agreement. To the extent that the Parties disagree about whether an obligation or directive is economically feasible, the Parties may submit the issue to the Dispute Resolution Procedures. This Agreement shall terminate as soon as practicable after all conditions of the order are met.

D. CFL Financial Issues

This Agreement shall be deemed terminated if CFL:

- 1 is dissolved or liquidated or takes any corporate action for such purpose; or

- 2 becomes insolvent; or
- 3 files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or
- 4 makes or seeks to make a general assignment for the benefit of its creditor; or
- 5 applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 6 Any bankruptcy filing shall not relieve CFL of its liability for Closure or post-termination obligations. If any bankruptcy filing is dismissed or was found to be in bad faith, the Agreement shall remain terminated, and CFL shall remain liable for its post-termination obligations, to the extent required by this Agreement.

E. Horizontal Expansion Denied

If the Parties have performed their obligations and have made all reasonable attempts to obtain approval of the Horizontal Expansion of the Landfill, but IDEM has indicated as its final decision that it will not approve the Horizontal Expansion, for which the Parties applied, or as modified, then this Agreement shall terminate when the last load of waste is deposited into the Vertical Expansion, all Landfill operations have been completed, and Closure begins.

F. Change in Circumstance

- 1 If there is a substantial, material change in economic circumstances, including but not limited to the general market conditions, change in environmental or other laws or regulations, or the financial ability of CFL or the County, that create a condition where it is impossible or not economically feasible to perform the obligations of this Agreement, any Party may provide a Notice of Termination for economic reasons, which shall be supported by sworn testimony, a summary of all relevant facts and circumstances, and documentation to demonstrate the change in circumstances that prove the basis for the Notice of Termination. Upon receipt of the Notice, the other Party shall have the option, for thirty (30) days to:
 - a. accept the termination; or
 - b. challenge the proposed termination using the Dispute Resolution Procedures in this Agreement.
- 2 If the Party receiving the Notice fails to respond within thirty (30) days upon receipt of the Notice, then the Notice of Termination shall be deemed

accepted. Unless otherwise agreed in writing, if the Agreement is terminated under this provision, the effective date of termination shall be one hundred twenty (120) days after the date of the Notice of Termination.

G. Termination by the County

- 1 If the County has a good-faith reason to believe that CFL is unwilling or unable to perform the obligations of this Agreement, then the County shall meet with CFL to try to resolve any issues that lead the County to believe that CFL is unwilling or unable to perform the obligations of the Agreement. If the parties are unable to resolve their disagreement as to CFL's ability to perform the obligations, they shall resolve the issue using the Dispute Resolution Procedures in this Agreement. If the County is successful at the conclusion of the Dispute Resolution Process (i.e. CFL agrees during the process or the County prevails in court), then this Agreement will terminate within thirty (30) days and CFL shall have no obligations to complete Closure or Post-Closure obligations.
- 2 If the County determines that it is not in the best interest of its citizens to continue ownership of the Landfill, the County shall have the right to sell the Landfill subject to CFL's interest in this Agreement.

H. Effect of Termination

Upon termination:

- 1 The Parties shall cooperate in good faith to address the Closure and Post-Closure obligations set forth in this Agreement or under the law which shall survive termination.
- 2 The Parties shall preserve and protect physical and digital information relating to the operations of the Landfill for seven (7) years. At that point in time, CFL will make the documents available for the County's inspection and copying.
- 3 If a Notice of Termination is given, prior to the effective date of termination, CFL shall continue to perform all of its obligations set forth in this Agreement until the effective date of termination, however, the County shall have the right to engage with a new operator and the new operator shall have access to the Landfill to ensure continuity of services.
- 4 Any issues that are subject to the Dispute Resolution Procedures shall continue until they are resolved, consistent with those Dispute Resolution Procedures, litigated to a conclusion, waived in writing, or abandoned.

I. Rights and Obligations upon Termination

Upon the termination of this Agreement, for any reason:

- 1 CFL shall remove any of its equipment, temporary structures, and trade fixtures within six months after the Landfill is certified as closed by IDEM. CFL shall not remove any permanent fixtures from the Landfill Property (such as gas pipes and wells which are buried).
- 2 CFL shall remove all personal property and clean up any debris, or environmental hazardous such as oil, fuel spills etc. CFL shall not remove any structure or other items which are fixtures on the Landfill Property.
- 3 All payment obligations of CFL and the County shall be paid within sixty (60) days after termination.

XI. MISCELLANEOUS PROVISIONS

A. Limits on Authority

1 CFL

CFL is a private entity and not an agency of either Clark County Government. CFL shall not have any power or authority to bind the County other than in the day-to-day operations of the Landfill, as provided for in this Agreement. CFL shall use its discretion to make reasonable contracts relating to the Landfill, consistent with industry practice.

2 Clark County

The Clark County Commissioners, as the executive branch of the County, act as a three-member board. To be binding on the County, any action by Clark County relating to this Agreement or the operation of the Landfill must be the result of actions by the Commissioners at a public meeting. Actions of individual Commissioners are not binding on the County. To be clear, the Commissioners of the County must take official action to alter, amend, supplement, modify, terminate or otherwise create or remove any rights or obligations under this Agreement.

B. Confidentiality; Privacy; Data Security

1 Confidential Information.

To the extent the County is provided, possesses, or maintains certain information that CFL identifies as proprietary and confidential, such as financial information of the profitability of CFL, then the County shall maintain and not disclose such information to third parties without the written consent of CFL, unless obligated by any law or judicial procedure to disclose it.

2 Privacy and Data Security

CFL shall establish procedures to guard and protect the privacy of the customers of the Landfill from disclosure of their confidential information, including any payment information, and to protect the digital information of the Landfill from cybersecurity breaches and threats.

C. Interpretation

This Agreement was the result of negotiation of the Parties and shall be interpreted neutrally to achieve the spirit and intent of the Parties and shall not be interpreted for or against the Party. The paragraph headings in this Agreement are provided for convenience and ease of reference only and shall not be considered when interpreting the terms of this Agreement.

D. No Intended Third-Party Beneficiaries

This Agreement is intended for operation of the Landfill and future Vertical and Horizontal Expansions only for the County and CFL. There are no intended third-party beneficiaries of this Agreement, and no other Person has the right to or should rely on this Agreement to provide any promise, benefit, or outcome, except that Southern Indiana Waste Systems, LLC, Eco-Tech LLC, and the Lee Family may rely upon this Agreement to the extent that any of them have provided guaranties for the performance of this Agreement.

E. Cooperation

The Parties shall cooperate in good faith to perform all actions required under this Agreement, including the execution and delivery of any document that is reasonably necessary to achieve the goals and purposes of this Agreement. If a document necessary to this Agreement was omitted, or if language necessary to effectuate the spirit and intent of this Agreement was omitted, then the Parties shall cooperate to correct any such omission expeditiously.

F. Assignment

Neither Party may assign any of its rights or delegate any of its obligations under this Agreement, voluntarily or involuntarily, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this paragraph shall be deemed null and void. No attempted assignment of rights or delegation of the duties set forth in this Agreement will relieve the assigning or delegating Party of any of its rights or obligations. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

G. Force Majeure

Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any traditional acts of God such as flood, fire, windstorm, tornado, hurricane, earthquake; or by any health epidemic; or by any explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; or by national or regional emergency that prevented any part of this Agreement from being performed, (each of the foregoing, a "Force Majeure Event"), in each case, provided that (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and to mitigate the effects of such Force Majeure Event.

H. Binding Nature of Agreement

1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Landfill, except as expressly provided for in this Agreement, necessary to the performance of this Agreement, or permitted by this Agreement, or required by law. This Agreement supersedes all previous or contemporaneous agreements and understandings between the Parties, whether oral or written.

2 Amendment and Modification; No Waiver, Estoppel, or Laches

Any change, modification, deletion, addition, amendment, or supplement to this Agreement is valid and legally binding only if it is in writing and executed by an authorized representative of each Party, following the procedures necessary for contracting by each Party. Except as otherwise expressly set forth in this Agreement, no action or inaction, or failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall be deemed or construed as a waiver of any right, claim, or position, declared an estoppel, or be considered as laches, unless the Party against whom a waiver, estoppel, or laches is asserted has expressly and explicitly agreed in writing by an authorized representative of the Party to the waiver, estoppel, or application of laches. If a Party waives any right, remedy, power, or privilege under this Agreement fully or partially in any one of more instance, that waiver shall not be deemed to be a waiver of any claim, right, remedy, interest, power, or privilege in any other instance and shall not operate to preclude any exercise of any claim, right, remedy, interest, power, or privilege in any other instance.

I. Severability

If any provision of this Agreement is held by a court to be invalid, illegal, or unenforceable in any way, in any one instance, or in any jurisdiction, then such invalidity, illegality, or unenforceability will not operate to affect any other term or provision of this Agreement, or to invalidate or render invalid, illegal, or unenforceable, such provision in any other instance or any other jurisdiction when such provision has not been determined by a court to be invalid, illegal, or unenforceable. Upon any determination that any term or other provision of this Agreement is determined by a court to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify or amend this Agreement as closely as possible in a mutually acceptable manner to allow the transactions contemplated by this Agreement to be performed as originally contemplated to the greatest extent possible with the original spirit and intent of the Agreement. If the determination that any provision of this Agreement is determined by a court to be invalid, illegal, or unenforceable and such determination frustrates the purposed and intent of this Agreement, then Agreement shall be deemed to be terminated, but all post-termination obligations shall continue.

J. Governing Law

Any issue related to the creation, interpretation, performance, breach, or enforcement of this Agreement shall be governed, construed, and enforced in accordance with the laws of the State

of Indiana, without regard to any application of the principles of conflict of law, and the laws of the United States of America.

K. Dispute Resolution Procedures

The Parties shall meet at least every other month under this Agreement and are expected at those meetings to identify issues relating to the operations or performance under this Agreement and to address actual or potential disputes and possible remedies. Each Party should use reasonable efforts to resolve any issues or disputes and agree upon a remedy within fourteen (14) days. Any issue or dispute that is raised, and any remedy that is agreed upon shall be reduced to writing and signed by both Parties. If the Parties cannot reach an agreement on a remedy on any such issue or dispute they shall follow the Dispute Resolution Procedures set forth in this section of the Agreement. Any issue or dispute arising from or relating to the creation, interpretation, performance, breach, or enforcement of this Agreement shall be subject to these Dispute Resolution Procedures, and all steps must be exhausted before any litigation can be filed between the Parties in any way related to this Agreement. Any litigation filed in contravention of this procedure shall be dismissed or stayed until and unless the Dispute Resolution Procedures have been exhausted. A failure or refusal to adhere to these Dispute Resolution Procedures shall constitute a material breach of the Agreement.

- 1 First, a Party who contends that another Party has (i) defaulted, (ii) committed a material breach or threatened breach Agreement, (iii) failed to act under the Agreement, or (iv) engaged in action or inaction which, if continued, could result in a material breach of this Agreement (collectively “Disputed Issue”), to seek a remedy for the Disputed Issue, shall provide written notice (“Notice of Dispute”) to the other Party of the Disputed Issue with specific background information detailing the Disputed Issue, including but not limited to dates, places, documents, any applicable Permit numbers, penalties, and damages, along with a requested remedy of the Disputed Issue. The Notice of Dispute may or may also include a Notice of Termination for Material Breach. A Notice of Dispute may include more than one issue in the Notice. The Party on Notice shall then have thirty (30) business days from the receipt of the Notice of Dispute to serve a Dispute Response. The Dispute Response shall specifically address the Disputed Issue and shall set forth the parts of the Notice of Dispute with which it agrees and the parts of the Notice of Dispute with which it disagrees, or reasons why a full response cannot be given at that time.
- 2 Within forty-five (45) days after the Dispute Response has been delivered, the Parties, along with any necessary consultants, shall meet and confer in good faith to attempt a resolution of the Disputed Issue. If the Parties are unable to resolve the Disputed Issue, the Parties may agree in writing to extend the time for good faith negotiations.
- 3 If the Parties are unsuccessful in resolving the Disputed Issue within sixty (60) days after the Dispute Response was served, or as extended by agreement in writing, the Parties shall engage in non-binding mediation

which shall be completed within sixty (60) days after the meet and confer conference. If the Parties cannot agree on a mediator, any Party may petition the Indiana Commercial Court to enforce the mediation procedure. Any Party refusing to participate the non-binding mediation shall be liable for the other Party's attorneys' fees and costs incurred to enforce the mediation procedure. The Parties shall share the expenses of mediation equally and shall only be committed to one day of mediation, unless the Parties agree in writing to extend the time for mediation. If the Parties do not agree in writing to extend the time for mediation, the Dispute Resolution Procedures shall be deemed terminated.

- 4 If the Parties are not successful in resolving the Disputed Issue in non-binding mediation, litigation may be pursued. Any lawsuit of a Disputed Issue shall be litigated exclusively in the Indiana Commercial Court or the U.S. District Court for the Southern District of Indiana, unless the Parties agree in writing to litigate in another forum. If litigation is instituted, the defending Party may raise any related or other issues as a defense or counterclaim without having to follow the Dispute Resolution process to address those issues.
- 5 **THE PARTIES VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTED ISSUE.**
- 6 Any litigation of a Disputed Issue must be filed within one (1) year after the Notice is first given or shall be deemed waived, unless the Disputed Issue by its nature is a continuing breach, default, omission, or other disagreement or the Parties agree in writing to toll the contractual period of limitation. The one-year term does not apply to any compulsory counterclaim or defense to a filed Complaint.
- 7 The Dispute Resolution process shall not preclude any Party from seeking emergency relief from a court, but only to the extent necessary to preserve the status quo, to prevent irreparable harm, or to address exigent circumstances. Notwithstanding any emergency relief sought from a court, the merits of any Disputed Issue must still be addressed using the Dispute Resolution process simultaneously with any court proceeding.
- 8 In the event of litigation, the prevailing party on any Disputed Issue shall be entitled to its reasonable costs, legal fees, expert witness fees, and all other necessary expenses of litigation from the party losing on the Disputed Issue. The Disputed Issue must be finally adjudicated before any attorney's fees may be awarded. If there is more than one Disputed Issue or outcome, the court shall have the discretion to apportion attorney's fees and costs.
- 9 **Damages Limitation.** Damages for any Disputed Issue shall be limited to actual damages. The Parties shall not be entitled to pursue any claim for consequential or punitive damages.

- 10 These Dispute Resolution Procedures shall apply only to claims between the Parties and shall not apply to any rights, claims, or actions by either or both Parties against any non-party to this Agreement. Specifically, these Dispute Resolution Procedures shall not prevent or delay either Party from taking action to enforce an obligation of a non-a party even if there may also be related issue between the Parties.

L. Independent Advice of Counsel

The Parties have carefully read this Agreement, understand the terms and the binding nature of the Agreement, and sign freely and voluntarily. The Parties represent that that they have had the benefit of their own legal counsel and are not relying in any way on the advice of any other Party's legal counsel.

M. Notice

Any notice required to be given to the other Party under this Agreement shall be deemed given when given in writing and:

- 1 receipt is acknowledged in writing by each of the Persons designated by the receiving Party to receive notice; or
- 2 when the written notice is served by personal delivery, reliable national overnight carrier service, or certified mail return receipt requested to each of the Persons designated by the receiving Party.
- 3 The Persons designated to receive notice are:

a. For Notice To CFL:

Robert Lee
CEO
Clark-Floyd Landfill, LLC
6108 Sable Mill Road
Jeffersonville, IN 47130
rlee@clarkfloydlandfill.com

i. (

With a copy to:

Amy E. Romig
Plews Shadley Racher & Braun LLP
1346 N. Delaware St.
Indianapolis, IN 46224
aromig@psrb.com

b. For Notice to Clark County:

Bryan Glover
Clark County Commissioner
Clark County Government Center
300 Corporate Drive, Room 205
Jeffersonville, IN 47130
Bryan Glover <bglover@clarkcounty.in.gov>

With a copy to:

R. SCOTT LEWIS
County Attorney
Clark County Government Center
300 Corporate Drive, Room 205
Jeffersonville, IN 47130
slewis@clarkcounty.in.gov

c. For any change of name or address, notice shall be provided in the same manner.

N. Attorney Fees and Costs

The Parties shall bear their own costs, expenses, and attorneys' fees arising out of or in connection with the formation, interpretation, or performance of this Agreement.

O. Authority to Execute Agreement

Each of the signatories warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Notwithstanding the authority to sign, this Agreement or any material change, modification, deletion, addition, amendment, or supplement shall only be binding upon the County if it has been duly approved by a majority of the Commissioners pursuant to Indiana law.

P. Counterparts

This Agreement may be executed in counterparts, all of which shall be construed together as a single instrument.

XII. SIGNATURES

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

CLARK COUNTY, INDIANA

Dated: August _____, 2026
By: _____
Its: _____

APPROVED AS TO FORM

Dated: August _____, 2026
By: _____
Counsel for Clark County

CLARK FLOYD LANDFILL, LLC

Dated: August _____, 2026
By: _____
Its: _____

APPROVED AS TO FORM

Dated: August , 2026
By: _____
Counsel for CFL

Exhibit "A"

592.835 Acres Landfill Legal Description

Being part of the Southeast and Northeast Quarters of Section 4, T-1-S, R-6-E; part of Lot 7, and all of Lots 4, 5, 6, 8, and 9 in Fractional Section 3, T-1-S, R-6-E; part of the South Half of said Fractional Section 3; and, part of Survey #216 of the Illinois Grant situated in Clark County, Indiana, this description is certified by Nathan R. Grimes, PS #LS21000194 on 03-31-2026 (no revisions) as Renaissance Design Build, Inc., Project No. 2023-317A (all references to monuments and courses herein are as shown on said plat of survey); more particularly described as follows:

Commencing at the quarter corner common to said Section 4 and Fractional Section 3; thence along the south line of the Northeast Quarter of Section 4, South $89^{\circ}50'51''$ West, 676.50 feet to a stone, The True Point of Beginning; Thence, continuing along the south line of the Northeast Quarter of Section 4, South $89^{\circ}50'51''$ West, 682.36 feet to the southwest corner of the Southeast Quarter of the said Northeast Quarter; thence along the west line of the Southeast Quarter of the Northeast Quarter, North $00^{\circ}21'23''$ West, 3054.71 feet to the centerline of Broom Hill Road;

thence along said centerline the following six (6) courses:

- (1) North $56^{\circ}49'18''$ East, 175.47 feet; thence
- (2) North $69^{\circ}21'25''$ East, 244.86 feet; thence
- (3) North $69^{\circ}28'56''$ East, 140.02 feet; thence
- (4) North $70^{\circ}01'47''$ East, 196.73 feet; thence
- (5) North $69^{\circ}46'07''$ East, 223.49 feet; thence
- (6) North $66^{\circ}36'41''$ East, 220.50 feet to a culvert in a small branch;

thence along the centerline of said culvert, South $05^{\circ}37'04''$ East, 13.42 feet to the south end of said culvert;

thence along the meanderings of the small branch the following seventeen (17) courses:

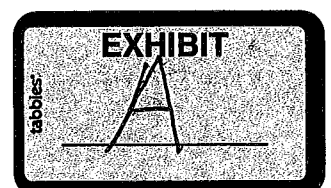
- (1) South $03^{\circ}15'44''$ East, 12.43 feet; thence
- (2) South $31^{\circ}37'42''$ East, 15.77 feet; thence
- (3) South $16^{\circ}23'20''$ East, 30.81 feet; thence
- (4) South $23^{\circ}19'47''$ East, 39.82 feet; thence
- (5) South $28^{\circ}02'33''$ East, 62.45 feet; thence
- (6) South $21^{\circ}37'10''$ East, 41.70 feet; thence
- (7) South $23^{\circ}36'45''$ East, 63.37 feet; thence
- (8) South $28^{\circ}27'31''$ East, 31.90 feet; thence
- (9) South $24^{\circ}29'21''$ East, 28.54 feet; thence
- (10) South $32^{\circ}15'21''$ East, 21.04 feet; thence
- (11) South $30^{\circ}56'45''$ East, 46.71 feet; thence
- (12) South $53^{\circ}28'06''$ East, 36.41 feet; thence
- (13) South $40^{\circ}14'52''$ East, 13.04 feet; thence
- (14) South $69^{\circ}52'13''$ East, 41.47 feet; thence
- (15) North $63^{\circ}13'47''$ East, 14.73 feet; thence
- (16) North $85^{\circ}31'23''$ East, 16.45 feet; thence
- (17) North $45^{\circ}49'33''$ East, 10.61 feet to the east line of Section 4;

thence along said east line, South $00^{\circ}07'56''$ West, 439.21 feet to northwest corner of a tract of land conveyed to Clark County by Instrument 201104955;

thence along the north line of said tract being the north line of Lot 4 and Lot 6 in Fractional Section 3, North $89^{\circ}39'28''$ East, 4082.80 feet to the southwesterly line of said Survey #216 of the Illinois Grant;

thence along said southwesterly line, L25A, South $35^{\circ}13'54''$ East, 91.43 feet,

thence leaving the grant line for (8) courses:



L25B, South 89°39'28" West a distance of 1554.74 feet, thence
 L25C, South 56°13'37" East a distance of 844.11 feet, thence
 L25D, North 68°23'12" East a distance of 327.25 feet, thence
 L25E, South 42°10'09" E a distance of 67.22 feet, thence
 L25F, N 71°25'43" E a distance of 133.54 feet, thence
 L25G, N 76°23'26" E a distance of 462.96 feet, thence
 L25H, N 22°10'23" E a distance of 96.30 feet, thence
 L25I, N 75°11'30" E a distance of 71.06 feet to the southwesterly line of said Survey #216 of the Illinois Grant;
 thence with said survey, South 35°13'54" East, 81.03 feet to the northwest corner of a tract of land conveyed to Clark County by Instrument 201207618;
 thence extending into Survey # 216 and following the edge of pavement of Wilson Switch Road South 42°45'23" East, 128.35 feet; thence along said edge of pavement, South 47°06'53" East, 121.34 feet;
 thence along said edge of pavement, South 41°51'03" East, 178.83 feet;
 thence along said edge of pavement South 31°00'10" East, 244.57 feet;
 thence South 57°48'57" West, 44.44 feet to the southwesterly line of Survey #216;
 thence along said southwesterly line, South 35°13'54" East, 1176.26 feet to the intersection of said line with the east line of Fractional Section 3;
 thence along the said east line, South 00°18'09" East, 2905.11 feet to the northeast corner of a tract conveyed to the State of Indiana by Instrument 200100869;
 thence, in part, along the north line of said State tract, South 89°28'53" West, 1753.31 feet to the centerline of the Muddy Fork Branch of Silver Creek;
 thence along said centerline the following fifteen (15) courses:
 (1) North 29°11'45" West, 42.10 feet; thence
 (2) North 08°23'48" East, 191.01 feet; thence
 (3) North 08°05'11" West, 58.80 feet; thence
 (4) North 01°27'04" East, 71.39 feet; thence
 (5) North 00°40'23" West, 297.54 feet; thence
 (6) North 02°30'39" West, 149.06 feet; thence
 (7) North 09°02'16" West, 79.02 feet; thence
 (8) North 03°27'48" East, 277.80 feet; thence
 (9) North 09°47'25" West, 188.79 feet; thence
 (10) North 07°01'03" East, 39.72 feet; thence
 (11) North 07°11'30" West, 70.15 feet; thence
 (12) North 37°32'26" West, 103.81 feet; thence
 (13) North 61°31'23" West, 508.54 feet; thence
 (14) North 70°46'32" West, 221.97 feet; thence
 (15) North 46°52'07" West, 264.63 feet to the north line of the South Half of Fractional Section 3;
 thence along said north line, South 89°39'28" West, 350.40 feet to the northwesterly bank of said Muddy Fork Branch;
 thence along said northwesterly bank the following eight (8) courses:
 (1) South 19°57'10" West, 11.59 feet; thence
 (2) South 21°41'30" West, 96.17 feet; thence
 (3) South 27°13'26" West, 52.47 feet; thence
 (4) South 71°54'48" West, 97.18 feet; thence
 (5) South 87°19'29" West, 71.69 feet; thence
 (6) South 78°54'02" West, 111.62 feet; thence
 (7) South 61°37'11" West, 115.67 feet; thence
 (8) South 49°21'49" West, 40.92 feet to the west line of a tract formerly conveyed to Ronald C. Sandbach and Lynn H. Sandbach by Deed Drawer 14, Instrument 1220;
 thence along said west line, South 00°17'28" East, 1027.00 feet;

thence South 89°52'47" East, 845.53 feet to the "east line of the Southwest Quarter" (as cited in Deed Drawer 7, Inst. 5810);

thence along said "east line", South 00°17'28" East, 1337.58 feet to the north line of the former CSX Railroad (now the "Monon Trail") right-of-way;

thence along said right-of-way, North 87°44'27" West, 1980.27 feet to the east line of a tract conveyed to Barbara Burgin, Mark Burgin, and Gary Burgin by Inst. 201617521;

thence along said east line, North 00°23'59" West, 2029.71 feet to the centerline of Muddy Fork;

thence along said centerline the following fifty (50) courses:

- (1) South 45°55'18" West, 13.91 feet; thence
- (2) South 30°14'19" West, 27.59 feet; thence
- (3) South 18°27'38" West, 52.55 feet; thence
- (4) South 57°26'20" West, 32.52 feet; thence
- (5) South 46°00'53" West, 30.11 feet; thence
- (6) South 46°57'00" West, 19.66 feet; thence
- (7) South 81°46'15" West, 17.94 feet; thence
- (8) South 89°48'46" West, 29.78 feet; thence
- (9) South 89°02'20" West, 20.89 feet; thence
- (10) North 82°44'07" West, 30.10 feet; thence
- (11) North 74°06'59" West, 27.73 feet; thence
- (12) North 62°32'35" West, 21.13 feet; thence
- (13) North 56°50'03" West, 39.53 feet; thence
- (14) North 63°56'34" West, 43.82 feet; thence
- (15) North 48°42'33" West, 43.04 feet; thence
- (16) North 61°18'50" West, 35.13 feet; thence
- (17) North 41°52'18" West, 46.92 feet; thence
- (18) North 37°37'18" West, 51.62 feet; thence
- (19) North 43°19'47" West, 41.91 feet; thence
- (20) North 51°39'50" West, 66.17 feet; thence
- (21) North 51°41'50" West, 37.47 feet; thence
- (22) North 77°51'47" West, 29.44 feet; thence
- (23) North 71°10'18" West, 36.11 feet; thence
- (24) North 57°02'12" West, 26.26 feet; thence
- (25) North 48°10'11" West, 25.61 feet; thence
- (26) North 49°05'30" West, 26.04 feet; thence
- (27) North 38°18'54" West, 31.08 feet; thence
- (28) North 42°10'44" West, 28.24 feet; thence
- (29) North 32°01'04" West, 28.21 feet; thence
- (30) North 37°24'03" West, 29.57 feet; thence
- (31) North 49°11'41" West, 25.80 feet; thence
- (32) North 74°10'53" West, 19.76 feet; thence
- (33) South 81°12'09" West, 54.13 feet; thence
- (34) South 72°47'54" West, 48.93 feet; thence
- (34) South 77°32'12" West, 47.48 feet; thence
- (36) South 87°55'18" West, 45.16 feet; thence
- (37) South 40°18'43" West, 39.84 feet; thence
- (38) South 45°35'24" West, 54.39 feet; thence
- (39) South 31°43'08" West, 27.64 feet; thence
- (40) South 39°49'41" West, 24.00 feet; thence
- (41) South 53°33'31" West, 45.18 feet; thence
- (42) South 57°07'51" West, 33.13 feet; thence

(43) South 64°27'16" West, 26.18 feet; thence
(44) South 64°50'23" West, 39.08 feet; thence
(45) South 64°42'36" West, 22.82 feet; thence
(46) South 76°39'10" West, 30.60 feet; thence
(47) South 81°48'42" West, 46.92 feet; thence
(48) North 84°16'47" West, 20.83 feet; thence
(49) South 67°06'58" West, 63.95 feet; thence
(50) South 52°28'40" West, 10.19 feet to the west line of the East Half of the East Half of the Southeast Quarter;
thence North 00°11'15" West, 475.86 feet to True Point of Beginning. Containing 592.837 acres of land more or less.
Being subject to any and all easements & rights-of-ways whether of record or not. Being the lands conveyed to Floyd County and/or Clark County, Indiana by Deed Drawer 7, Instrument 5810; Deed Drawer 18, Instrument 15096; Deed Drawer 27, Instrument 4882; Deed Drawer 29, Instrument 13296; Deed Drawer 30, Instrument 23459; Instrument 200602291; Instrument 200910220; Instrument 201104955; Instrument 201200422; Instrument 201207618; Instrument 201208181; Instrument 202514256; and Instrument 202514257.

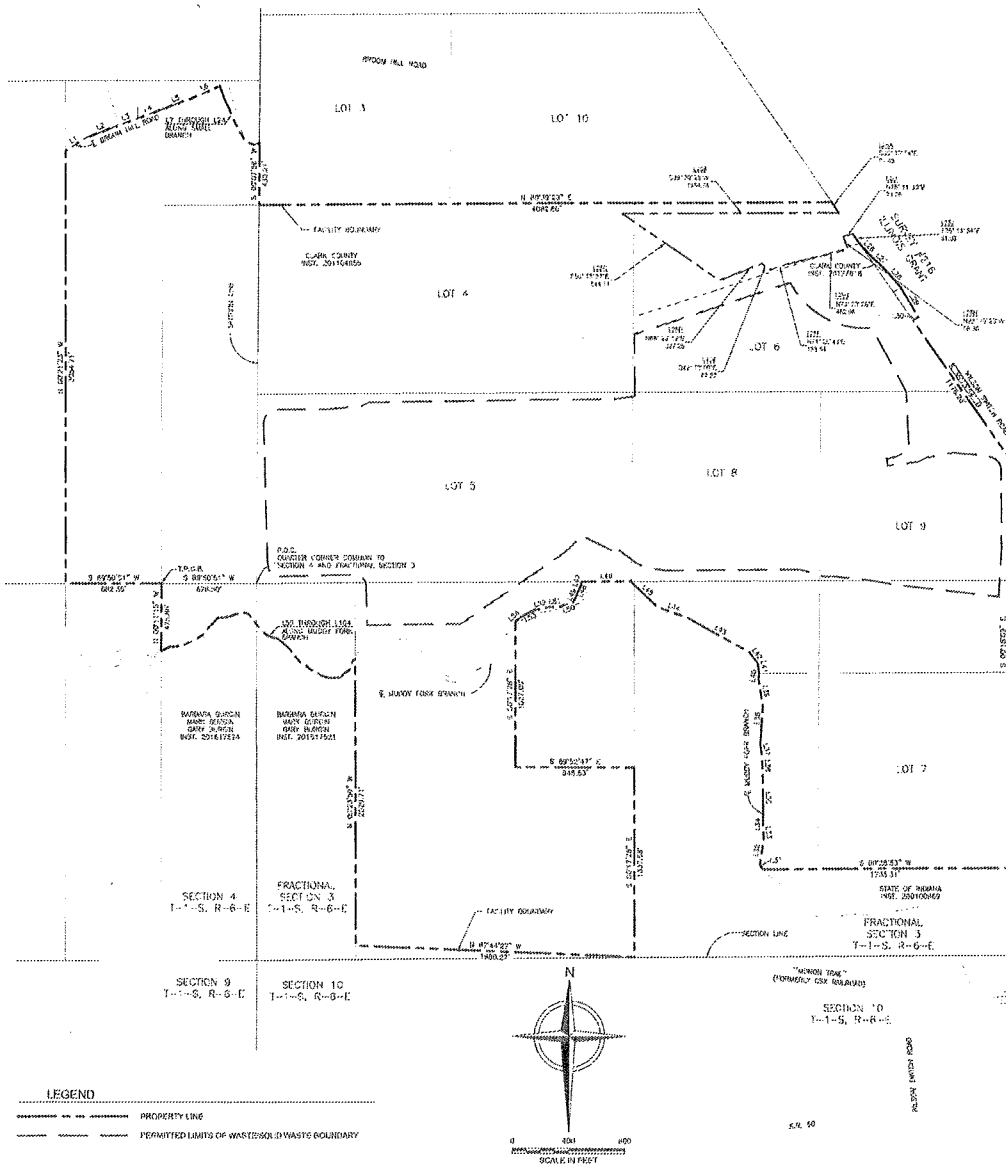
Excepting

11.31 Acres Legal Description

Being part of part of Lots 4, and 6 in Fractional Section 3, T-1-S, R-6-E, situated in Clark County, Indiana, this description is certified by Nathan R. Grimes, PS #LS21000194 on 03-31-2026 (no revisions) as Renaissance Design Build, Inc., Project No. 2023-317A (all references to monuments and courses herein are as shown on said plat of survey); more particularly described as follows:

Commencing at the quarter corner common to said Section 4 and Fractional Section 3;
thence along the south line of the Northeast Quarter of Section 4, South 89°50'51" West, 676.50 feet to a stone;
thence continuing along the south line of the Northeast Quarter of Section 4, South 89°50'51" West, 682.36 feet to the southwest corner of the Southeast Quarter of the said Northeast Quarter;
thence along the west line of the Southeast Quarter of the Northeast Quarter, North 00°21'23" West, 3054.71 feet to the centerline of Broom Hill Road;
thence along said centerline the following six (6) courses:
(1) North 56°49'18" East, 175.47 feet; thence
(2) North 69°21'25" East, 244.86 feet; thence
(3) North 69°28'56" East, 140.02 feet; thence
(4) North 70°01'47" East, 196.73 feet; thence
(5) North 69°46'07" East, 223.49 feet; thence
(6) North 66°36'41" East, 220.50 feet to a culvert in a small branch;
thence along the centerline of said culvert, South 05°37'04" East, 13.42 feet to the south end of said culvert;
thence along the meanderings of the small branch the following seventeen (17) courses:
(1) South 03°15'44" East, 12.43 feet; thence
(2) South 31°37'42" East, 15.77 feet; thence
(3) South 16°23'20" East, 30.81 feet; thence
(4) South 23°19'47" East, 39.82 feet; thence
(5) South 28°02'33" East, 62.45 feet; thence
(6) South 21°37'10" East, 41.70 feet; thence
(7) South 23°36'45" East, 63.37 feet; thence
(8) South 28°27'31" East, 31.90 feet; thence

(9) South 24°29'21" East, 28.54 feet; thence
(10) South 32°15'21" East, 21.04 feet; thence
(11) South 30°56'45" East, 46.71 feet; thence
(12) South 53°28'06" East, 36.41 feet; thence
(13) South 40°14'52" East, 13.04 feet; thence
(14) South 69°52'13" East, 41.47 feet; thence
(15) North 63°13'47" East, 14.73 feet; thence
(16) North 85°31'23" East, 16.45 feet; thence
(17) North 45°49'33" East, 10.61 feet to the east line of Section 4;
thence along said east line, South 00°07'56" West, 439.21 feet to northwest corner of a tract of land conveyed to Clark County by Instrument 201104955;
thence along the north line of said tract being the north line of Lot 4 and Lot 6 in Fractional Section 3, North 89°39'28" East, 4082.80 feet to the southwesterly line of said Survey #216 of the Illinois Grant;
thence along said southwesterly line, South 35°13'54" East, 91.43 feet to a point, The True Point of Beginning;
thence leaving the grant line for (8) courses,
L25B, South 89°39'28" West a distance of 1554.74 feet, thence
L25C, South 56°13'37" East a distance of 844.11 feet, thence
L25D, North 68°23'12" East a distance of 327.25 feet, thence
L25E, South 42°10'09" East a distance of 67.22 feet, thence
L25F, North 71°25'43" East a distance of 133.54 feet, thence
L25G, North 76°23'26" East a distance of 462.96 feet, thence
L25H, North 22°10'23" West a distance of 96.30 feet, thence
L25I, North 75°11'30" East a distance of 71.07 feet to the southwesterly line of said Survey #216 of the Illinois Grant;
thence with said survey, North 35°13'54" West a distance of 182.42 feet which is The True Point of Beginning, containing 11.31 acres, 492,564 sq. ft. of land more or less. Being subject to any and all easements & rights-of-ways whether of record or not.



LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	N 86°49'18" E	175.17	143	N 03°11'23" W	808.54
2	N 89°21'25" E	244.89	144	N 70°40'53" W	231.97
3	N 89°21'25" E	140.03	145	N 89°25'25" W	284.85
4	N 89°21'25" E	185.73	146	N 89°25'25" W	284.85
5	N 89°46'00" E	223.49	147	S 89°25'25" W	11.89
6	N 89°46'00" E	220.50	148	S 21°41'20" W	98.17
7	S 89°25'25" E	13.45	149	S 89°25'25" W	52.47
8	S 89°25'25" E	12.43	150	S 71°29'49" W	97.16
9	S 89°25'25" E	18.77	151	S 37°02'29" W	71.69
10	S 89°25'25" E	28.81	152	S 37°02'29" W	71.69
11	S 89°25'25" E	28.81	153	S 89°25'25" W	15.37
12	S 89°25'25" E	62.45	154	S 49°21'46" W	40.82
13	S 89°25'25" E	61.70	155	S 25°59'18" W	13.91
14	S 89°25'25" E	53.97	156	S 89°25'25" W	27.25
15	S 89°25'25" E	21.00	157	S 57°28'50" W	33.92
16	S 89°25'25" E	21.00	158	S 49°21'46" W	30.11
17	S 89°25'25" E	46.71	159	S 49°21'46" W	19.60
18	S 89°25'25" E	36.41	160	S 81°48'13" W	12.94
19	S 49°21'46" W	13.04	161	S 57°28'50" W	20.78
20	S 49°21'46" W	41.47	162	S 57°28'50" W	23.89
21	S 49°21'46" W	14.73	163	N 65°44'07" W	31.10
22	N 65°44'07" W	16.45	164	N 70°40'53" W	27.75
23	N 65°44'07" W	10.51	165	N 70°40'53" W	27.75
24	S 55°19'04" W	91.43	166	N 65°44'07" W	31.10
25	S 55°19'04" W	1024.74	167	N 45°42'43" W	43.04
26	S 55°19'04" W	844.11	168	N 45°42'43" W	43.04
27	S 55°19'04" W	327.29	169	N 45°42'43" W	43.04
28	S 55°19'04" W	67.22	170	N 37°37'18" W	51.62
29	N 71°25'43" W	133.43	171	N 37°37'18" W	51.62
30	N 71°25'43" W	462.36	172	N 37°37'18" W	51.62
31	N 71°25'43" W	26.30	173	N 37°37'18" W	51.62
32	N 71°25'43" W	71.00	174	N 37°37'18" W	51.62
33	S 37°37'18" W	81.03	175	N 37°37'18" W	51.62
34	S 37°37'18" W	131.13	176	N 37°37'18" W	51.62
35	S 37°37'18" W	175.83	177	N 37°37'18" W	51.62
36	S 37°37'18" W	244.27	178	N 37°37'18" W	51.62
37	S 37°37'18" W	444.44	179	N 37°37'18" W	51.62
38	N 37°37'18" W	45.00	180	N 37°37'18" W	51.62
39	N 37°37'18" W	191.01	181	N 37°37'18" W	51.62
40	N 37°37'18" W	58.50	182	N 37°37'18" W	51.62
41	N 37°37'18" W	71.38	183	N 37°37'18" W	51.62
42	N 37°37'18" W	237.42	184	N 37°37'18" W	51.62
43	N 37°37'18" W	149.05	185	N 37°37'18" W	51.62
44	N 37°37'18" W	78.92	186	N 37°37'18" W	51.62
45	N 37°37'18" W	277.89	187	N 37°37'18" W	51.62
46	N 37°37'18" W	183.79	188	N 37°37'18" W	51.62
47	N 37°37'18" W	36.72	189	N 37°37'18" W	51.62
48	N 37°37'18" W	36.72	190	N 37°37'18" W	51.62
49	N 37°37'18" W	27.84	191	N 37°37'18" W	51.62
50	N 37°37'18" W	45.19	192	N 37°37'18" W	51.62
51	N 37°37'18" W	27.84	193	N 37°37'18" W	51.62
52	N 37°37'18" W	45.19	194	N 37°37'18" W	51.62
53	N 37°37'18" W	27.84	195	N 37°37'18" W	51.62
54	N 37°37'18" W	45.19	196	N 37°37'18" W	51.62
55	N 37°37'18" W	27.84	197	N 37°37'18" W	51.62
56	N 37°37'18" W	45.19	198	N 37°37'18" W	51.62
57	N 37°37'18" W	27.84	199	N 37°37'18" W	51.62
58	N 37°37'18" W	45.19	200	N 37°37'18" W	51.62
59	N 37°37'18" W	27.84	201	N 37°37'18" W	51.62
60	N 37°37'18" W	45.19	202	N 37°37'18" W	51.62
61	N 37°37'18" W	27.84	203	N 37°37'18" W	51.62
62	N 37°37'18" W	45.19	204	N 37°37'18" W	51.62
63	N 37°37'18" W	27.84	205	N 37°37'18" W	51.62
64	N 37°37'18" W	45.19	206	N 37°37'18" W	51.62
65	N 37°37'18" W	27.84	207	N 37°37'18" W	51.62
66	N 37°37'18" W	45.19	208	N 37°37'18" W	51.62
67	N 37°37'18" W	27.84	209	N 37°37'18" W	51.62
68	N 37°37'18" W	45.19	210	N 37°37'18" W	51.62
69	N 37°37'18" W	27.84	211	N 37°37'18" W	51.62
70	N 37°37'18" W	45.19	212	N 37°37'18" W	51.62
71	N 37°37'18" W	27.84	213	N 37°37'18" W	51.62
72	N 37°37'18" W	45.19	214	N 37°37'18" W	51.62
73	N 37°37'18" W	27.84	215	N 37°37'18" W	51.62
74	N 37°37'18" W	45.19	216	N 37°37'18" W	51.62
75	N 37°37'18" W	27.84	217	N 37°37'18" W	51.62
76	N 37°37'18" W	45.19	218	N 37°37'18" W	51.62
77	N 37°37'18" W	27.84	219	N 37°37'18" W	51.62
78	N 37°37'18" W	45.19	220	N 37°37'18" W	51.62
79	N 37°37'18" W	27.84	221	N 37°37'18" W	51.62
80	N 37°37'18" W	45.19	222	N 37°37'18" W	51.62
81	N 37°37'18" W	27.84	223	N 37°37'18" W	51.62
82	N 37°37'18" W	45.19	224	N 37°37'18" W	51.62
83	N 37°37'18" W	27.84	225	N 37°37'18" W	51.62
84	N 37°37'18" W	45.19	226	N 37°37'18" W	51.62
85	N 37°37'18" W	27.84	227	N 37°37'18" W	51.62
86	N 37°37'18" W	45.19	228	N 37°37'18" W	51.62
87	N 37°37'18" W	27.84	229	N 37°37'18" W	51.62
88	N 37°37'18" W	45.19	230	N 37°37'18" W	51.62
89	N 37°37'18" W	27.84	231	N 37°37'18" W	51.62
90	N 37°37'18" W	45.19	232	N 37°37'18" W	51.62
91	N 37°37'18" W	27.84	233	N 37°37'18" W	51.62
92	N 37°37'18" W	45.19	234	N 37°37'18" W	51.62
93	N 37°37'18" W	27.84	235	N 37°37'18" W	51.62
94	N 37°37'18" W	45.19	236	N 37°37'18" W	51.62
95	N 37°37'18" W	27.84	237	N 37°37'18" W	51.62
96	N 37°37'18" W	45.19	238	N 37°37'18" W	51.62
97	N 37°37'18" W	27.84	239	N 37°37'18" W	51.62
98	N 37°37'18" W	45.19	240	N 37°37'18" W	51.62
99	N 37°37'18" W	27.84	241	N 37°37'18" W	51.62
100	N 37°37'18" W	45.19	242	N 37°37'18" W	51.62
101	N 37°37'18" W	27.84	243	N 37°37'18" W	51.62
102	N 37°37'18" W	45.19	244	N 37°37'18" W	51.62
103	N 37°37'18" W	27.84	245	N 37°37'18" W	51.62
104	N 37°37'18" W	45.19	246	N 37°37'18" W	51.62
105	N 37°37'18" W	27.84	247	N 37°37'18" W	51.62
106	N 37°37'18" W	45.19	248	N 37°37'18" W	51.62
107	N 37°37'18" W	27.84	249	N 37°37'18" W	51.62
108	N 37°37'18" W	45.19	250	N 37°37'18" W	51.62
109	N 37°37'18" W	27.84	251	N 37°37'18" W	51.62
110	N 37°37'18" W	45.19	252	N 37°37'18" W	51.62
111	N 37°37'18" W	27.84	253	N 37°37'18" W	51.62
112	N 37°37'18" W	45.19	254	N 37°37'18" W	51.62
113	N 37°37'18" W	27.84	255	N 37°37'18" W	51.62
114	N 37°37'18" W	45.19	256	N 37°37'18" W	51.62
115	N 37°37'18" W	27.84	257	N 37°37'18" W	51.62
116	N 37°37'18" W	45.19	258	N 37°37'18" W	51.62
117	N 37°37'18" W	27.84	259	N 37°37'18" W	51.62
118	N 37°37'18" W	45.19	260	N 37°37'18" W	51.62
119	N 37°37'18" W	27.84	261	N 37°37'18" W	51.62
120	N 37°37'18" W	45.19	262	N 37°37'18" W	51.62
121	N 37°37'18" W	27.84	263	N 37°37'18" W	51.62
122	N 37°37'18" W	45.19	264	N 37°37'18" W	51.62
123	N 37°37'18" W	27.84	265	N 37°37'18" W	51.62
124	N 37°37'18" W	45.19	266	N 37°37'18" W	51.62
125	N 37°37'18" W	27.84	267	N 37°37'18" W	51.62
126	N 37°37'18" W	45.19	268	N 37°37'18" W	51.62
127	N 37°37'18" W	27.84	269	N 37°37'18" W	51.62
128	N 37°37'18" W	45.19	270	N 37°37'18" W	51.62
129	N 37°37'18" W	27.84	271	N 37°37'18" W	51.62
130	N 37°37'18" W	45.19	272	N 37°37'18" W	51.62
131	N 37°37'18" W	27.84	273	N 37°37'18" W	51.62
132	N 37°37'18" W	45.19	274	N 37°37'18" W	51.62
133	N 37°37'18" W	27.84	275	N 37°37'18" W	51.62
134	N 37°37'18" W	45.19	276	N 37°37'18" W	51.62
135	N 37°37'18" W	27.84	277	N 37°37'18" W	51.62
136	N 37°37'18" W	45.19	278	N 37°37'18" W	51.62
137	N 37°37'18" W	27.84	279	N 37°37'18" W	51.62
138	N 37°37'18" W	45.19	280	N 37°37'18" W	51.62
139	N 37°37'18" W	27.84	281	N 37°37'18" W	51.62
140	N 37°37'18" W	45.19	282	N 37°37'18" W	51.62
141	N 37°37'18" W	27.84	283	N 37°37'18" W	51.62
142	N 37°37'18" W	45.19	284	N 37°37'18" W	51.62