

AMENDMENT NO. 1 TO LANDFILL GAS AGREEMENT

This Amendment No. 1 (“Amendment”) to Landfill Gas Agreement is made and entered into this _____ of July, 2020 between the Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida (the “District”) and the Indian River Eco District, LLC, a Texas limited liability company (the “Company”).

WHEREAS, on July 16, 2019, the District and Company entered into a Landfill Gas Agreement, whereby the Company would purchase landfill gas from the District; and

WHEREAS, due to delays in conjunction with COVID-19 and Company’s desire to switch from power generation to renewable natural gas, Company was unable to meet the Commencement Date deadline of July 16, 2020,

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between District and Company as follows:

SECTION 1. Section 13.1 of the Landfill Gas Agreement is amended to read as follows:

“13.1 Delay in Achieving LFG Commencement Date. If the LFG Commencement Date has not occurred by September 30, 2021, District may issue written notice to Company electing to terminate this Agreement three (3) months following the date such written notice is issued. If the LFG Commencement Date occurs within three (3) months after Company receives such written notice, then this Agreement will not terminate and shall continue in full force and effect. If the LFG Commencement Date does not occur within three (3) months after Company receives such written notice, then this Agreement shall terminate and neither Party shall have any further rights, obligations or liabilities hereunder.”

SECTION 2. Section 6.7 of the Landfill Gas Agreement is amended to read as follows:

“6.7 During the term of this Agreement, the District shall not undertake any action that would: (a) temporarily or permanently divert Acceptable LFG to any other user without first offering said LFG to the Company per Section 3.2(L); or (b) permanently reduce the production of LFG at the Landfill, unless such action is (1) required by an applicable law or (2) otherwise deemed necessary and appropriate by the District for the protection of the public health, safety and welfare. District may divert up to 350 SCFM of Acceptable LFG for use at the Landfill, if the District determines in its sole discretion that such LFG is needed for the economically efficient processing of Leachate. District shall provide notice to Company prior to such diversion. The District will only divert the amount necessary for such processing. If the District, acting reasonably and in good faith, determines to divert more than 350 SCFM for the economically efficient processing of Leachate, then the District shall give notice to Company prior to diversion, and Company shall not unreasonably withhold its consent to such diversion. If the District proceeds with the economically efficient processing of

Leachate that does not require the use of all or some of the 350 SCFM of Acceptable LFG, then the Company may request that the District release its rights to such unused volume, and the District shall not unreasonably withhold its consent to this request.

SECTION 3. All other terms of the Landfill Gas Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, District and Company hereto have executed this Amendment No. 1 as of the date first written above

ATTEST:	Jeffrey R. Smith, Clerk of Courts And Comptroller	SOLID WWASTE DISPOSAL DISTRICT INDIAN RIVER COUNTY, FLORIDA
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By:_____	By:_____
Deputy Clerk	Susan Adams, Chairman

Approved:	Approved by BCC: _____
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Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

Dylan Reingold, County Attorney

COMPANY:
INDIAN RIVER ECO DISTRICT, LLC.

By: _____

Name: _____

Title: _____

Dated _____

WITNESSES:

Name:_____

Name:_____