

13/000797

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING EXTENSION OF TIME TO NEGOTIATE PURSUANT
TO CONTRACT WITH CARBON INFRASTRUCTURE INVESTMENT, LLC
REGARDING LANDFILL GAS COLLECTION SYSTEM

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

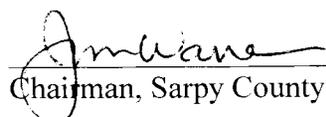
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

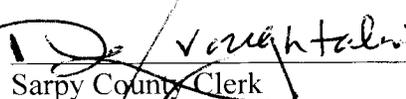
WHEREAS, on April 14, 2009 Sarpy County approved an Agreement with Carbon Infrastructure Investment, LLC (hereinafter "CII") regarding a gas collection system at the Sarpy County Landfill, and has subsequently modified said Agreement; and,

WHEREAS, CII has provided notice pursuant to said Agreement of CII's intent to terminate the Agreement, but has agreed to grant Sarpy County additional time to negotiate for the acquisition of the gas collection system installed in the County Landfill.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an Extension of Time to the Agreement with CII, a copy of said Extension of Time being attached hereto.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 18th day of June, 2013.


 Chairman, Sarpy County Board


 Sarpy County Clerk



EXTENSION OF TIME

WHEREAS, the County of Sarpy, in the State of Nebraska, a body politic and corporate, (“Sarpy”), and Carbon Infrastructure Investment, LLC (CII), have previously entered into an Agreement for the installation and operation of a Landfill Gas Collection System (“LFGCS”), said Agreement having been entered into by Sarpy and CII on or about May 1, 2009; and,

WHEREAS, CII has given notice to Sarpy of intent to terminate said Agreement pursuant to Section 10(a)(ii) on or about May 10, 2013. Such notice provides Sarpy the exclusive right to negotiate with CII for acquisition of Project Assets for a period of thirty (30) days from CII’s initial notice to Sarpy of a proposed liquidation of assets under section 10(b) of the Agreement; and,

WHEREAS, in order to properly negotiate in good faith, exchange necessary information and for the mutual benefit of CII and Sarpy, the parties mutually desire to extend the negotiation period listed under Agreement section 10(b) for a term of sixty (60) days from the date of May 20, 2013 with one additional thirty (30) day extension provided that the conditions set forth herein have been met and the Parties mutually agree.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, Sarpy and CII agree as follows:

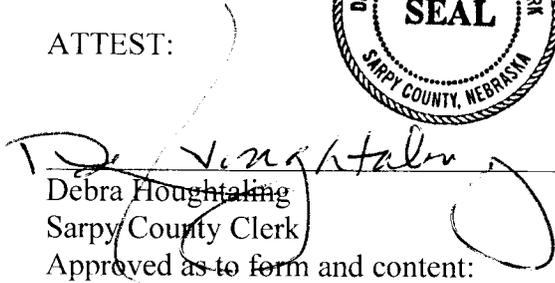
1. That the term of exclusive negotiation under section 10(b) of the Agreement between the parties, the same having previously been entered into by the parties on or about May 1, 2009, is hereby extended until July 19, 2013 (the “Extension Deadline”).
2. Provided that Sarpy has submitted to CII a written proposal setting forth the complete terms of Sarpy’s offer, which may be subject to Sarpy’s Board approval, provided that the date for such Board approval is immediately pending, the Parties may mutually agree in writing to an additional thirty (30) day extension of the Extension Deadline. In no event, shall the Extension Deadline go beyond August 19, 2013. All other terms and conditions of said Agreement shall remain unchanged and in full effect.
3. It is hereby agreed that any time between the expiration of the thirty (30) day negotiation period as detailed in the Agreement section 10(b) and the execution of this Extension shall not be deemed to be a lapse in the application of said Agreement, and the Parties expressly agree that the Agreement shall be considered as being operative during any such period of time.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 25 day of June, 2013.

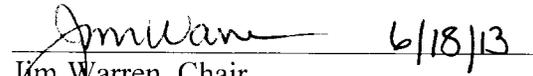
(Seal)



ATTEST:


Debra Houghtaling
Sarpy County Clerk
Approved as to form and content:

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Jim Warren, Chair
Sarpy County Board Of Commissioners


Deputy County Attorney

Carbon Infrastructure Investment, LLC (CII),
or affiliate thereof,

By: 