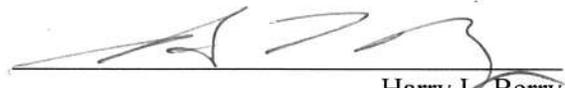


**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-016**

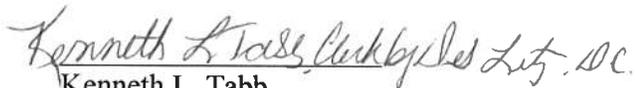
BE IT RESOLVED, upon recommendation of the Solid Waste Committee, to accept David Miller dba Miller Logging to harvest the timber at the Pearl Hollow Landfill site with a payment to Hardin County Fiscal Court in the amount of \$250,000 as specified in the attached contract.

BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry to execute any contracts for the services of David Miller dba Miller Logging.

ADOPTED, by Hardin County Fiscal Court in a called meeting on 12 February, 2013.


Harry L. Berry
Hardin County Judge/Executive

ATTEST


Kenneth L. Tabb
Hardin County Clerk

TIMBER PURCHASE CONTRACT

THIS TIMBER CUTTING SALE/PURCHASE CONTRACT is drawn by and between David Miller Logging of 268 Reuben Childress Road, Munfordville, KY 42765 by David Miller, hereinafter referred to as ("Buyer") and Hardin County Fiscal Court, 100 Public Square, Elizabethtown, KY 42701 by Judge Harry Berry, hereinafter referred to as ("Seller") on this ___ day of _____, 2013.

W I T N E S S E T H:

WHEREAS, the Seller owns certain timber mature and ready for harvesting and the Buyer is desirous of cutting and selling such timber; and,

WHEREAS, the Seller guarantees clear title, which the Seller will defend against any and all claims.

NOW, THEREFORE, the Seller and the Buyer agree and covenant as follows:

1. The Buyer agrees to pay to the Seller, for such timber, the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) to be paid as follows: Fifty Thousand Dollars (\$50,000.00) shall be paid by the Buyer to the Seller with the signing of this contract; on July 1st, 2013 the Buyer shall pay to the Seller One Hundred Thousand Dollars (\$100,000); and commencing on August 1st, 2013 the Buyer shall pay to the Seller Twenty-Five Thousand Dollars (\$25,000.00) the first of every month until the balance is paid.

2. The timber to be cut under this sale/purchase contract is on the Seller's property located on Audubon Trace Road in Hardin County, Kentucky.

3. The trees to be cut have been designated as being those trees marked with orange or blue paint in Area A (see attached Exhibit). Those trees not designated for cutting shall be protected from uncustomary injury through the cutting and removal of the timber being sold under this contract.

4. The Buyer will exercise all precautions against the ignition of a fire in the timber cutting area and to take immediate suppressive actions on any such fire that should occur during the working of the timber.

5. The Seller provides for ingress and egress over and through all controlled property, and agrees to the use of reasonable sized yarding areas for the working, storage and loading of the timber being cut by the Buyer.

6. Logging shall commence on or about April 1, 2013, and shall be completed within 16 months of the signing of this contract.

7. It is understood that upon completion of the logging operation, all logging debris (laps, cut-offs, etc.) shall be cleared from fields and drainages. All trash and debris that is brought onto the site by the Buyer shall also be removed from the site with the completion of the harvest operation. It is understood that if damaged as a result of the actions of the Buyer, improvements such as roads, fences, etc., shall be restored to original condition by the Buyer. The Buyer agrees to follow all requirements of the KY Forest Conservation Act of 1998 and to post a \$10,000.00 performance bond accordingly. The above requirements are the sole responsibility of the Buyer.

8. The Buyer agrees that the Seller is not liable for any injury or accident to person or property on or in the immediate vicinity of the timber to be cut during the removal of the timber. The Buyer agrees to save

harmless and indemnify the Seller from any and all liability which may arise as a result of actions and activities of the Buyer, the Buyer's employees, agents, visitors and contractors, or others engaged in any way with the Buyer under this contract on the property or in the immediate vicinity of the timber to be cut. The Buyer further agrees to pay all costs associated with the defense of the Seller in the event claims arise from this contract. The parties further agree and understand that the Buyer is an independent contractor and is not an employee, agent, or affiliated in any way with the Seller. Before the award of the contract the harvester shall provide proof of liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) with a certificate of insurance to be included at the time of the contract signing, and also proof of workers' compensation insurance with a certificate of insurance at the time of the contract signing if required by state law. It is understood that David Miller Logging claims the exemption set aside for members of the Amish religious sect by Kentucky State government. If the harvester claims exemption from workers' compensation for those individuals who perform work because they are qualified partners as defined by KRS 342.012 and KRS 342.340, the harvester shall provide proof from the Kentucky Division of Workers Claims that the individuals claiming exemption are indeed qualified partners of the harvester before the beginning of the logging. Any and all subcontractors of the harvester shall show proof of workers' compensation to the county prior to starting the work.

9. This contract shall expire on _____, 2014, unless the Seller and Buyer agree in writing to an extension at least thirty days before the expiration of this contract.

IN WITNESS WHEREOF, the parties hereto have subscribed their signatures to this contract the day and year as written.

Date: February 12, 2013



("Seller")
Harry L. Berry, Hardin County Judge/Executive

STATE OF Kentucky
COUNTY OF Hardin

Subscribed and acknowledged before me this ___ day of _____ 2013.

Notary Public, Commission expires: 11-21-15

Date: _____

("Buyer")

STATE OF Kentucky
COUNTY OF Hardin

Subscribed and acknowledged before me this ___ day of _____ 2013.

Notary Public, Commission expires: 11-21-15